

**TOWNSHIP OF DENNIS
DENNISVILLE, NJ
AUGUST 19, 2014**

4:00 P.M. (PREVAILING TIME) TWP. COMMITTEE REGULAR MEETING

Mayor Murphy opened the meeting in compliance with the Open Public Meetings Act requirements.

Mayor Murphy requested that the roll call be carried over from the Board of Health Meeting (Germanio, Teefy, DiCicco, O'Connor and Murphy present).

Mayor Murphy asked that everyone please stand for the flag salute, moment of silence and reading of the names of the lost soldiers. Committeeman DiCicco read the names of the fallen. He also commented on the loss of Dennis Township resident, James Waltz.

Mayor Murphy asked for any public comment on agenda items.

There being no public comment, Mayor Murphy asked for a motion adopting the consent agenda, motion was made by Teefy seconded by DiCicco, with 5 ayes, that the consent agenda be adopted.

The following was apart of the Consent Agenda:

The following resolutions 2014-123 thru 2014-126 were a part of the Consent Agenda:

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WHEREAS, said Planning/Zoning application project has been completed or withdrawn and the escrow fund balance remains.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

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

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

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

The Mayor indicated that we were moving on to the Regular portion of the agenda.

Motion was made by O'Connor, seconded by DiCicco, (Committeeman Germanio questioned how this was going to work as it relates to the employees and Mayor Murphy indicated that it required the reduction of 3 employees which will hopefully be done thru attrition), with 5 ayes and no nays, that following resolution was adopted:

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

Mayor Murphy asked for a motion to introduce Ordinance No. 2014-07 and for its first reading.

Committeeman Germanio confirmed some items in the agreement such as, free internet drop in the library in the Senior Center, free basic cable television to both rescue squad buildings, the \$15,000.00 technology grant after BPU approval and an additional \$10,000.00 technology grant after the automatic renewal. The Committee agreed to these items.

Motion was made by Teefy, seconded by Germanio, with 5 ayes and no nays, the following ordinance was introduced for first reading:

TOWNSHIP OF DENNIS

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

ORDINANCE # 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.

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.

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, rescue squad, 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.

BE IT ORDAINED, that this Ordinance shall become effective immediately upon final passage and publication, according to law.

John Murphy, Mayor

Brian O'Connor, Deputy Mayor

Albert M. DiCicco, Committee Member

Brian Teefy, Committee Member

Frank L. Germanio, Jr., Committee Member

The foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Dennis on August 19, 2014. Publication will be held on August 27, 2014 and a Public Hearing will be held at a meeting of the said Township Committee to be held on September 16, 2014 at 6:30 p.m. in the Municipal Building located at 571 Petersburg Road in Dennisville.

ATTEST

Jacqueline B. Justice, RMC/Clerk

The Mayor asked for a motion authorizing the payment of the bills, providing that proper vouchers have been filed and that funds are available.

Motion was made by Teefy, seconded by O'Connor, with 5 ayes and no nays, that the payment of the following bills was approved:

GENERAL ACCOUNT:

037317-Twp of Dennis Payroll Account	\$ 56,801.20
037318-Super Valu	758.76
037319-Advantage Rental Center, Inc.	1,037.34
037320-Atlantic City Electric	8,367.71
037321-A. T. & T.	108.39
037322-Award Company of America	432.10
037323-Berco Fleet Services, Inc.	3,740.98
037324-Belleplain Emergency Corp.	1,717.21
037325-Cape May County M.U.A.	15,525.10
037326-Caprioni Portable Toilets, Inc.	450.00
037327-Computer Access Systems	92.25
037328-Coastal Landscaping	931.00
037329-John L. Collins	285.80
037330-Crystal Springs	138.09

Bob Grace of 659 Petersburg Road commented on the speeding conditions on Petersburg Road. He questioned having the Pledge of Allegiance at the beginning of the Board of Health meeting and the Mayor indicated that they will. Mr. Grace questioned who the Township's Animal Control was and the Committee responded that it is Shore Animal Control. Mr. Grace commented on an issue he had in the past with a raccoon. Deputy Mayor O'Connor indicated that he found them to be responsive. The Committee and Mr. Grace discussed the removal of a dead animal. Mr. Grace questioned contracting the trash out with no layoffs. Mayor Murphy indicated that he can't get into specifics, however, it will be done thru retirement, etc. Mr. Grace gave the Committee credit for trying something different and indicated that it was a "breath of fresh air".

Mayor Murphy asked if there were any other public comment and there being none asked for a motion to close the public comment portion. Motion was made by O'Connor, seconded by Teefy, with all in favor and the motion carried.

Committeeman Germanio indicated that the V.F.W.'s webpage is up and running and that you access it from the Township's website. He stated that Tom Laughlin of Power of Production Studio volunteered his services. He shared that some of the information is very moving and informative and urged everyone to read it. Committeeman Germanio commented on his attempts to find a grant to assist with the costs of moving the communications equipment on the water tower, which he had no success with. The Mayor indicated that it's always good to look for grants, however, this is a project that has a strict timeline and has to be done. The Committee discussed looking for grants for this project and a similar project in the future. Committeeman Germanio asked the Engineer if he had an opportunity to look at Evergreen Drive. Mr. Gibson indicated that he hasn't yet, however, Mr. Champion has taken care of several of the issues. Committeeman Germanio indicated that numerous residents had voiced concern that motorists do not stop at the intersection of Gravel Hole Road and Route 83 and he indicated that he contacted Lt. Pearson to increase patrols. He commented on the League of Municipalities email regarding a new law that pertains to abandoned properties. He reminded everyone that tomorrow with the Senior Center B-B-Q and invited everyone to come over. Committeeman Germanio commented on the Senior Center Flu Clinic scheduled for October 21st. He commented on the Senior Center's need for a new shed and it being included in next year's budget. He commented on the possibility of obtaining one thru the Department of Corrections at a reduced cost. Committeeman Germanio commented on the Township's meeting with Open Space on Tuesday, August 26th at 10 am. He thanked everyone who worked on the application, especially Marc DeBlasio. He voiced his concerns regarding the infield mix.

Committeeman Teefy indicated that he had no comment at this time.

Committeeman DiCicco commented on former Chairman of the Land Use Board's letter of resignation and thanked him for his service along with Deputy Mayor O'Connor. Committeeman DiCicco updated everyone on the status of the emergency generators – we did not get the grant for the generator thru Remington & Vernick, still waiting to hear about the one thru the County OEM and are pretty firm we are getting the one thru the grant that Ocean View Volunteer Fire Company applied for. He discussed the needs for the generators (i.e. shelters, etc.). Committeeman DiCicco commented on the communications equipment on the tower and the costs associated with the different phases and grant funding that Woodbine has acquired. He closed with indicating that they would be filing Mr. Butto's vacancy on the Land Use Board.

Deputy Mayor O'Connor commented on the Cape May County Open Space Grant. He commended Marc DeBlasio's efforts and educating him on grants. He stated that the grant is in and likened it to a wish list and that if we don't get something we can try again in December and that the list may change as the needs change. He explained our not getting the grant for the generator and indicated that we were in a National pool. Deputy Mayor O'Connor indicated that we must do better with going for these grants and it's a learning process. He commented on the meeting on August 26th where Mr. DeBlasio, the Mayor and himself and possibly the Recreation

Director will give the formal presentation of the application. He indicated that we should know something sometime between November and February. Reapply in December was discussed.

Committeeman DiCicco reiterated the need for generators.

Motion was made by O'Connor, seconded by DiCicco, that the meeting be adjourned. All in favor and the motion carried.

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