



**REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE –  
APRIL 21, 2015 – 6:30 P.M. (page 2)**

**General Public Comments**

**Committee Comments**

**Adjournment**

Township of Dennis  
571 Petersburg Road, P.O. Box 204  
Dennisville, NJ 08214

## Application for Use of Facilities

APPLICANT: Calvary Baptist Church

ADDRESS: 2373 US Route 9

ADDRESS: Ocean View NJ 08246

Person Responsible:

Name: Jonathan Kleinman Title: Event Coordinator

Address: 160 Hagan Rd

Telephone: (H) 609-624-8514 (C) 609-658-9990 (W) 609-658-9990

The Applicant requests the use of the facilities listed below:

Name and Location of Facility(ies): no facilities only DT Roads  
will be used. See attached maps/june sheets

For the following purpose:

5th Annual walk/run/ride & relief  
(State the Purpose)

on the following date(s): 20 June 2015 (rain date 21 June 2015)

Specify the hours of use: From: 8 am To: 3 pm

Number of people to attend: ~50

Will juveniles be present? Yes  No  If Yes, what ages? 4-17

If juveniles will be present, the Applicant must submit the names, addresses, and telephone numbers of chaperones prior to event.

Will Alcoholic Beverages be served?  Yes  No If Yes, who will be serving the alcohol?  
Alcoholic beverages are not permitted on Township property.

If Yes, attach a copy of the liquor license and the liquor liability policy of insurance.

Attached

Applicant has received a copy of the **Municipality Use of Facilities Agreement** and agrees to abide by and comply with the terms of that Agreement.

Note: Municipality has the right, in its sole discretion, to deny, limit, or revoke the use of requested facility(ies) when in the opinion of the Municipality the use presents a risk of unreasonable injury to persons or damage to property of the Municipality or others.

N/A

APPLICANT: Jonathan Kleiman

DATE: 15 APR 2015

Signature

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Sponsor agrees that it will indemnify, defend and hold harmless the Township of Dennis, their agents, servants and employees, from any and all claims for damages due to death, personal injury or property damage arising out of or in any way connected to the subject event.

Sign here in the presence of a notary

Name Jonathan Kleinman Title Event Coordinator Date 14 APR 2015  
Print here

Name Jonathan Kleinman

Sworn and subscribed to  
Before me this 14 day  
of April, 2015.

Lisa M Boyd  
Notary Public



wak/Run!  
Name of Event: Ride 4 Relief

Date of Event: 20 June 2015 (rain date 27 JUN 2015)

Name of Sponsor: Calvary Baptist Church

Address of Sponsor: 2373 US Route 9  
Ocean View, NJ 08230

Contact Name Jonathan Kleinman, Event Coordinator

Contact Phone No. 609-658-9990

## Use of Facilities Agreement

Dennis Township Po Box 204  
571 Petersburg Rd  
Dennisville, NJ 08214 a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY", hereby agrees to allow Calvary Baptist Church (Name of Person(s) or Organization)

hereinafter referred to as "USER", to use the facilities listed below:

Name and Location of FACILITY(IES):

See attached maps for routes to be used

hereinafter referred to as "FACILITY(IES)"

for 5<sup>th</sup> Annual walk/run/ride relief fundraising event  
(State the Purpose)

on the following date(s): 20 June 2015 (rain date: 27 June 2015)

The above USER shall inspect the described FACILITY (IES) prior to the use of the FACILITY (IES) and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) to

N/A at MUNICIPALITY, and USER shall  
(Name and Tel. Number)

immediately cease the use of the FACILITY (IES) until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES).

### **Indemnification**

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER's use of the named Facilities, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly

with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

### Insurance

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **USER's** use of the **FACILITY(IES)**, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

**USER** shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

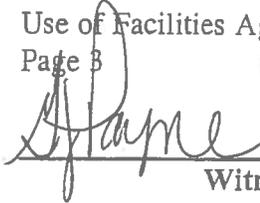
The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **MUNICIPALITY** on

this 15<sup>th</sup> day of April, 2002015.

  
\_\_\_\_\_  
USER

  
\_\_\_\_\_  
MUNICIPALITY



Witness

Witness

## Schedule of Insurance\*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the "**MUNICIPALITY**":

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million (\$1,000,000) dollars\** with a minimum annual aggregate of *two million (\$2,000,000) dollars\**.

**MUNICIPALITY** shall be named as an "Additional Insured".

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said **FACILITY (IES)**.

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

\* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your **FACILITY(IES)**, your RMC may recommend that

“Liquor Liability or Host Liquor Liability” coverage be provided by USER. For certain uses, it may be recommended that coverage for “Spectators” and/or “Athletic Participants” be required or that Sports Accident coverage be maintained by the **USER**.

# Walk/Run/Ride 4 Relief (R4R) 5 Mile Route

Road Markers: **ORANGE ARROWS**

Sag Wagon: (609)335-4433

Road Sign Sponsors (e.g.):



-  - Start
-  - End
-  - Right (R)
-  - Left (L)
-  - Straight (S)
-  - Bear Right (BR)
-  - Bear Left (BL)

Leg (miles)	Cum (miles)	Cue	Location
			Calvary Baptist Church
0	0	 L	Onto Main Street
1.36	1.36	 R	At Woodbine Blvd
0.44	1.8	 L	At Gracetown Rd
1.34	3.14	 L	At Dennisville Rd
0.55	3.69	 R	At Main Street
1.21	4.90		At Calvary Baptist Church

Road Markers: **ORANGE ARROWS**

Sag Wagon: (609)335-4433



# Walk/Run/Ride 4 Relief (R4R)

## 16 Mile Route

Road Markers: **BLUE ARROWS**

Sag Wagon: (609)335-4433

Road Sign Sponsors (e.g.):



- Start



- End



- Right (R)



- Left (L)



- Straight (S)



- Bear Right (BR)



- Bear Left (BL)

<u>Leg (miles)</u>	<u>Cum (miles)</u>	<u>Cue</u>	<u>Location</u>
			Calvary Baptist Church
0	0	L	Onto Main Street
1.26	1.26	L	At Corson Tavern then Left onto Kings Highway
1.88	3.14	R	At Route 83
3.60	6.74	BR	At Route 47/N Delsea Dr.
0.68	7.42	BR	At Main Street/Wawa
0.26	7.68	R	At Petersburg Road
3.18	10.86	S	Continue on Dennisville-Petersburg Road
0.31	11.17	R	At Woodbine Ocean View Road/Rte 550
1.99	13.16	R	At County Hwy 608/Kings Hwy
1.50	14.66	L	Onto Main Street
1.28	15.94		At Calvary Baptist Church

Road Markers: **BLUE ARROWS**

Sag Wagon: (609)335-4433



# Walk/Run/Ride 4 Relief (**R4R**)

## 36 Mile Route

Road Markers: **PINK ARROWS**

Road Sign Sponsors (e.g.):

Sag Wagon: (609)335-4433



-  - Start
-  - End
-  - Right (R)
-  - Left (L)
-  - Straight (S)
-  - Bear Right (BR)
-  - Bear Left (BL)

Leg (miles)	Cum (miles)	Cue	Location
			Calvary Baptist Church
0	0	 L	Onto Main Street
1.31	1.31	 L	At Corson Tavern then Left onto Kings Highway
1.88	3.19	 R	At Route 83
3.60	6.79	 BR	At Route 47/N Delsea Dr.
0.68	7.47	 BR	At Main Street/Wawa
0.26	7.73	 R	At Petersburg Road
0.06	7.79	 L	At Fidler Road/Rte 660
1.90	9.69	 BL	At City Route 638/Webster Street
0.20	9.89	 BL	At Sumner Ave.
2.04	11.93	 L	Onto Buck Hill Road
0.94	12.87	 S	Continue onto Sunset Road
3.43	16.3	 R	At Hands Mill Road/Rte 550
1.82	18.12	 S	Continue onto Eldora Road/Hoffman's Mill Road
0.19	18.31	 S	Continue onto Broad Street
0.28	18.59	 S	Continue onto Belleplain Road/Head of River Road
3.00	21.59	 R	At Weatherby Road

0.34	21.93	 S	Continue onto Rte 49 East
2.01	23.94	 R	At Woodbine Road
0.23	24.17	 L	At Mill Road
1.76	25.93	 R	At Mt. Pleasant-Tuckahoe Road/Rte 50
3.53	29.46	 R	At Dennisville-Petersburg Road
1.56	31.02	 L	At Woodbine Oceanview Road/Rte 550
2.00	33.02	 R	At County Hwy 608/Kings Hwy
1.51	34.53	 L	Onto Main Street
1.31	35.84		At Calvary Baptist Church

Road Markers: **PINK ARROWS**  
Sag Wagon: (609)335-4433





**TOWNSHIP OF DENNIS**

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

**RESOLUTION NO. 2015-57**

**RESOLUTION AUTHORIZING AN EMERGENCY WAIVER OF THE  
TOWNSHIP'S INTEGRATED PEST MANAGEMENT PROGRAM**

**WHEREAS**, Resolution No. 2008-41 adopted an "Integrated Pest Management Program"; and

**WHEREAS**, section 9 of said Program allows for Emergency Waivers; and

**WHEREAS**, the Township Committee along with the Dennis Township Organic Pest Management Advisory Board ("OPM Board") believes that a threat of the West Nile Virus exists at the Recreation Complex located at 565 Dennisville Road, South Dennis; and

**WHEREAS**, the Township Committee and OPM Board have grave concerns for the recreation fields after reviewing the various soil boring reports and the safety of the dugout due to carpenter bees; and

**WHEREAS**, the Dennis Township Organic Pest Management Advisory Board met to discuss these issues and to review available information and have made their recommendations to the 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 authorizes an Emergency Waiver of the Township's Integrated Pest Management Program at the Recreation Complexes located at 565 Dennisville Road, South Dennis; Academy Road, Dennisville and Chestnut Street, Belleplain to allow for mosquito spraying, synthetic fertilizer and the spraying for carpenter bees.

**BE IT FURTHER RESOLVED**, that the Township Committee will forward a letter to the Cape May County Department of Mosquito Control requesting that the lake, located on the Open Space Property adjoining the Recreation Complex, be stocked with *Gambusia affinis*, which is a mosquito eating fish that will help suppress the populations.

**ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk

**ATTEST** \_\_\_\_\_  
John Murphy, Mayor

**RESOLUTION NO. 2015-57**  
**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 April 21, 2015 at 6:30 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. 2015-58**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT FOR  
WILLIAM G. BLANEY, ESQ. TO ACT AS SPECIAL LABOR COUNSEL ON BEHALF  
OF THE TOWNSHIP OF DENNIS WITH RESPECTS TO LABOR ISSUES**

**WHEREAS**, the Solicitor has notified the Municipal Clerk of the need to obtain special legal services in regards to labor issues; and

**WHEREAS**, the Solicitor has provided the resume of an attorney who specializes in the labor laws and has recommended that the Township contract with her for this special representation.

**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 Solicitor is hereby designated to negotiate the terms of the contract with William G. Blaney, Esq. of the firm Blaney & Donohue, PA.
2. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Service Contract with William G. Blaney, Esq. of the firm Blaney & Donohue, PA. for special legal services with regards to labor issues.
3. The Clerk shall cause of notice of the award of this contract to be published in the official newspaper of the Township of Dennis as required by N.J.S.A. 40A: 11-5(1)(a)(i).
4. This contract is awarded without competitive bidding, pursuant to the Local Public Contract Law, N.J.S.A. 40A:11-1 et seq and that the total sum will not exceed the limits established in P.L. 2004 Chapter 19.
5. This resolution shall take effect immediately.

**ATTEST**

\_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk

**ATTEST**

\_\_\_\_\_  
John Murphy, Mayor

**RESOLUTION NO. 2015-58  
PAGE 2**

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES :  
NAYS :  
ABSTAINING :  
ABSENT :**

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**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

**TOWNSHIP OF DENNIS**

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

**RESOLUTION NO. 2015-59**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR  
ALAN I. GOULD, ESQ. TO ACT AS THE HEARING OFFICER ON BEHALF OF THE  
TOWNSHIP OF DENNIS WITH RESPECTS TO PERSONNEL MATTERS**

**WHEREAS**, the Solicitor has notified the Clerk of the need to obtain a Hearing Officer for the Township in regards to personnel matters; and

**WHEREAS**, the Township Solicitor has advised the Clerk that he has an obligation to represent the Township and that an elected official such as the Mayor is unable to serve in this capacity; and

**WHEREAS**, it is in the best interest of the Township to have someone act as our Hearing Officer and perform the duties and services thereof.

**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 averments of the preamble are incorporated herein by reference.
2. The Clerk and the Mayor are hereby authorized and directed to enter into a professional services contract with Alan I. Gould, Esq. for Hearing Officer services for personnel matters.
3. The Clerk shall cause of notice of the award of this contract to be published in the official newspaper of the Township of Dennis as required by N.J.S.A. 40A: 11-5(1)(a)(i).
4. This contract is awarded without competitive bidding as a "Professional Services" in accordance with N.J.S.A. 40A: 11-5(a) of the Local Public Contract 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
5. This resolution shall take effect immediately.

**ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk

**ATTEST** \_\_\_\_\_  
John Murphy, Mayor

**RESOLUTION NO. 2015-59**  
**PAGE 2**

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES**                   :  
**NAYS**                   :  
**ABSTAINING**       :  
**ABSENT**               :

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**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

**TOWNSHIP OF DENNIS**

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

**RESOLUTION NO. 2015-60**

**RE: AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH  
THE TOWNSHIP OF UPPER TO PROVIDE CLERICAL AND ADMINISTRATIVE  
SERVICES FOR THE CONSTRUCTION CODE OFFICE**

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**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., (AAct@) provides that any local governmental unit may enter into a contract with any other local governmental unit to provide or receive any service that each local unit is empowered to provide or receive within its own jurisdiction; and

**WHEREAS**, Upper Township has indicated a willingness to enter into a Shared Services Agreement with Dennis Township to permit Dennis Township to provide usual and ordinary clerical and administrative services to the Upper Township Construction Code Office; and

**WHEREAS**, Dennis Township and Upper Township have agreed to enter into a Shared Services Agreement for a term of one (1) year, subject to renewal or termination as provided for in the agreement; and

**WHEREAS**, Dennis Township has deemed it would be in the best interest of the residents of the Township to enter into a Shared Services Agreement with Upper Township for the sharing of clerical and administrative services for the Construction Code Office.

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

1. **SHARED SERVICES AGREEMENT.** Pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et. seq., the Township of Upper is hereby authorized and empowered to enter into a Shared Services Agreement with Upper Township pertaining

to Dennis Township providing clerical and administrative services to Upper Township for the Construction Code Office.

2. **SERVICES TO BE PROVIDED BY CONTRACT.** The Shared Services Agreement authorized in paragraph 1 shall cover those services which are enumerated in said Agreement, a copy of which is attached hereto as Exhibit A.

3. **AUTHORIZATION OF MUNICIPAL OFFICIALS.** The appropriate Township officers and officials are hereby authorized to take any action necessary or advisable to carry out the intent and purpose of this Resolution. Specifically, the Mayor and Township Clerk are hereby authorized and directed to execute such Shared Services Agreement on behalf of the Township of Dennis pursuant to the authority conferred by this Resolution. The Township Clerk is further authorized and directed to seal said Agreement with the seal of the Township of Dennis. Additionally, the Mayor is authorized to negotiate modifications in the language of the Agreement prior to his final execution of same so long as said modifications are consistent with the intent and purpose of the authority granted by this Resolution.

4. **COMPLIANCE WITH STATUTORY REQUIREMENTS.** The Shared Services Agreement between the Township of Upper and the Township of Dennis shall meet and satisfy the requirements of N.J.S.A. 40A:65-7, as may be amended and supplemented.

5. **CONTRACT TERM.** This Resolution authorizes a Shared Services Agreement for a duration of one (1) year, subject to renewal or termination as provided for in the agreement.

6. **SEVERABILITY.** If any action, subsection, paragraph, sentence or other part of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Resolution, but shall be confined in its effect to the section, subsection, paragraph, sentence or other part of this Resolution directly involved in the controversy in which said judgment shall have been rendered and all other provisions of this Resolution shall remain in full force and effect.

7. **REPEALER.** All Resolutions or parts of Resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency only.

8. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon final adoption and publication in the manner provided by law.

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

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES** :  
**NAYS** :  
**ABSTAINING** :  
**ABSENT** :

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ATTEST \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk