

**REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE –
SEPTEMBER 20, 2016 – 6:30 P.M. (page 2)**

Regular Agenda Continued:

Administrative Reports

Chief Finance Officer's Report	August, 2016
Engineer's Report	09/20/2016

General Public Comments

Committee Comments

Adjournment

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2016-109

**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WHEREAS, said Planning/Zoning application project has been completed or withdrawn and the escrow fund balance remains.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>
53	10,37&38	\$ 160.25	Vincent C. & Theresa Pombo 301 East Creek Mill Road Woodbine, NJ 08270-3945

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. 2016-109
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 September 20, 2016 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. 2016-110

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PROMISE OF INDEMNIFICATION WITH THE COUNTY OF CAPE MAY
FOR THE TEMPORARY CLOSURE OF COUNTY ROUTE 610 (PETERSBURG
ROAD) AND COUNTY ROUTE 638 (FIDLER ROAD) TO ACCOMMODATE THE
TOWNSHIP'S ANNUAL CHRISTMAS PARADE**

WHEREAS, the Township has requested that the County of Cape May permit temporary closure of a portion of County Route 610 (Petersburg Road) and County Route 638 (Fidler Road) to accommodate our Annual Christmas Parade scheduled for Thursday, December 1, 2016; and

WHEREAS, the Township has received correspondence from the County Engineer indicating that the County requires the Township to execute a Promise of Indemnification in order to process our request.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Mayor and Clerk are hereby authorized and directed to execute the Promise of Indemnification so that the County of Cape May can approve the temporary closure of County Route 610 (Petersburg Road) and County Route 638 (Fidler Road) to accommodate the Township's Annual Christmas Parade scheduled for Thursday, December 1, 2016.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall accompany the executed Promise of Indemnification to the County Engineer's Office.

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

PRESENTED BY:

SECONDED BY:

RESOLUTION NO. 2016-110
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 September 20, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

INDEMNIFICATION AGREEMENT

This Agreement is made on the 20 day of September 2016, by and Between the Township of Dennis, including, but not limited to, their various members, agents, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is 571 Petersburg Road, Dennisville, NJ 08214, (*hereinafter collectively referred to as "Indemnitor"*); and the **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (*hereinafter, collectively, referred to as the "Indemnatee"*).

RECITALS

Indemnitor has been permitted by Indemnatee to allow the Indemnitor to hold a Christmas parade on Thursday, December 1, 2016 from 6:00 p.m. to 8:00 p.m. on portions of Fidler Road (County Road No. 638) and Petersburg Road (County Road No. 610), owned by Indemnatee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents and employees temporarily close a portion of Fidler and Petersburg Roads. This permission is limited to participants, agents and employees in the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor."

The Indemnitee has permitted these participants to close a portion of Fidler Road (County Road No. 638) and Petersburg Road (County Road No. 610) on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences, whether property damage, personal injury or the like, occurring as a result of the "Event". Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

INDEMNIFICATION

1. Incorporation of Recital by Reference.

The clauses of the Recital, as set forth above, are incorporated herein by reference as if set forth at length and, therefore, constitute a part of the terms of this Agreement.

2. Scope.

Indemnitor assumes the risk of all damage, loss, cost and expenses and agrees to indemnify and hold harmless the Indemnitee, its officers, agents and employees, from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by Indemnitee, its officers or employees, on account of any claim, suit or action made or brought against Indemnitee, its officers, agents or employees, for the death of or injury to any person or persons or destruction of property or any money damage claim involving Indemnitor, its agents, employees, representatives, participants, spectators, chaperones, sponsors or any individual or entity, sustained in connection with the "Event" occurring on aforementioned dated.

It is the intention that the Scope of this Indemnification Agreement is the widest and most comprehensive allowable by law and that the Indemnitor should be responsible for any and all liabilities, occurrences, damages or costs which may occur including, without limitation, attorney's fees and all costs of suit or defense.

Indemnitor and Indemnitee agree that this Agreement shall be construed to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties of indemnity which shall include the obligation by Indemnitor to:

(a) inspect the condition of the designated area(s) and to post warnings where necessary to avoid the risk of harm to its participants, employees, spectators and all other individuals and entities;

Indemnitor shall not file a crossclaim or claim of any sort, nature or type against Indemnitee.

5. Severability.

It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

6. Term.

The duties and obligations under this Indemnification Agreement shall remain in effect for as long as the applicable Statute of Limitations remains in effect and the duty to defend shall extend beyond the Statute of Limitations to the extent any claim is made against Indemnitee at any time in the future as it relates to anything arising out of or occurring under the "Event" scheduled to occur on the aforementioned date.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

WITNESS:

Jacqueline B. Justice, RMC/Clerk

By: _____
John Murphy, Mayor

Date: _____

ATTEST:

COUNTY OF CAPE MAY

Michael Laffey
Director of Operations

By: _____
Gerald M. Thornton
Freeholder Director

Date: _____

APPROVED AS TO FORM:

County Counsel

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2016-111

**RESOLUTION ADJUSTING THE SALARY OF THE
PLUMBING SUB-CODE OFFICIAL**

WHEREAS, the Township Committee have reviewed the salary resolution and desires to adjust the Plumbing Sub-Code Official's salary.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the salary for Michael Morano the Plumbing Sub-Code Official be increased to \$40.00 per hour retroactive to 09/04/2016

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

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2016-112

RESOLUTION CERTIFYING REVIEW OF ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year ending December 31, 2015 has been filed by a Registered Municipal Accountant with the Township Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or "Findings and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Questioned Costs" or "Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office."

NOW, THEREFORE BE IT RESOLVED, that the Committee of the Township of Dennis, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

ATTEST _____
Jacqueline B. Justice, RMC/Clerk

ATTEST _____
John Murphy, Mayor

PRESENTED BY:

SECONDED BY:

ROLL CALL VOTE:

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ABSENT :**

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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

Township of Dennis
Bank Account Balances
As Of 08/31/2016

<u>Account Name</u>		<u>Account Balance</u>
Joyce Brewer Escrow	\$	28,163.65
Joseph McLenaghan Escrow	\$	21,688.12
Cape Atlantic Investments Escrow	\$	15,866.36
SAC Investments Escrow	\$	761.76
Hanson Aggregates Escrow	\$	25,546.99
William Hilton Escrow	\$	2,500.84
John Gibson Escrow	\$	171.07
Camden Diocese Escrow	\$	273.01
Jamie Lynn Ayars Escrow	\$	2,500.84
Howard Hess Escrow	\$	8,224.49
Thomas Whelan B-1 L-6.01 Escrow	\$	6,458.85
Thomas Whelan B-1 L-6.02 Escrow	\$	6,458.85
Thomas Whelan B-1 L-9.01 Escrow	\$	6,458.85
Thomas Whelan B-1 L-9.02 Escrow	\$	6,458.85
Oceanview Storage Escrow	\$	547.70
Robertson RV, LLC Escrow	\$	8,068.31
Richard Pierson Escrow	\$	862.78
Dominick Caprioni Escrow	\$	8,210.74
Albino Vendrasco Escrow	\$	35,574.36
Planning Escrow	\$	36,369.86
Municipal Alliance	\$	4,204.84
Flexible Spending	\$	674.22
Construction	\$	47,951.47
Dog Trust	\$	34,533.01
Checking	\$	658,671.70
Payroll	\$	102,633.23
Savings	\$	4,985,255.59
Total All Bank Accounts	\$	6,055,090.34

Glenn O. Clarke, CMFO
Chief Financial Officer

ENGINEERS REPORT

SEPTEMBER 20, 2016

I CONTINUE TO INSPECT THE ESCROW WORK OF THE "GOLF CARS UNLIMITED" PROJECT ON ROUTE 9 IN CLERMONT AND THE SITE WORK ON THE 13 FAIRWAY COURT PROJECT IN OCEAN VIEW.

I HAVE REVIEWED THE ENGINEERING PORTION OF THE PROPOSED EASEMENT DOCUMENTS BY THE SOUTH JERSEY GAS CO. FOR A NEW REGULATOR STATION ON OLD SEA ISLE BOULEVARD. THE MEETS AND BOUNDS DESCRIPTION AND THE SITE PLAN ARE SATISFACTORY.

COMMITTEEWOMAN SALIMBENE AND I MET WITH REPRESENTATIVES OF THE ATLANTIC CITY ELECTRIC COMPANY LAST WEEK RELATIVE TO OUR REQUEST TO USE A PORTION OF THEIR RIGHT OF WAY FOR THE PROPOSED OFF ROAD BIKEWAY PROJECT FROM MIDDLE TOWNSHIP TO SOUTH SEAVILLE. THEY ASKED US TO FOLLOW UP WITH A WRITTEN REQUEST TOGETHER WITH ENOUGH PRELIMINARY INFORMATION SO THAT THEIR VARIOUS DEPARTMENTS CAN THOROUGHLY VET THE PROPOSAL

THE SOLICITOR AND I MET WITH THE GROUP THAT PROPOSES TO PROVIDE THE RECLAMATION OF THE SOUTH SEAVILLE LANDFILL. THEY WILL BE PROVIDING SUPPORTING DOCUMENTS FOR THEIR PROPOSAL WHICH INTENDS TO CAP THE LANDFILL WITH DREDGED MATERIAL AND INSTALL SOLAR PANELS. THEY WILL PROPOSE FOR YOUR CONSIDERATION, A PORTION OF THE REVENUE FROM THE ELECTRICITY GENERATED FROM THE SOLAR PANELS TO COME ANNUALLY TO THE TOWNSHIP.

AT COMMITTEEMAN OCONNER'S REQUEST I MEASURED THE PARKING LOT AREAS AT THE RECREATION COMPLEX THAT ARE EITHER STONE SURFACE OR GRASS, AND ESTIMATED THE PROBABLE COST TO PAVE AND STRIPE THESE AREAS. THE ESTIMATED COST IS \$145,000.00. I WILL ALSO BRING TO TONIGHT'S MEETING AN AIR PHOTOGRAPH OF THE AREA AND A SKETCH FOR YOUR REFERENCE.

RESPECTFULLY SUBMITTED,

JOHN C. GIBSON, P.E. 9/20/16