

**REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE -
JUNE 22, 2021 – 5:30 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.

Roll call to determine a quorum.

Salute the flag.

Public Comment on Agenda Items:

Review of Consent & Regular Agenda Items

Consent Agenda

Minutes	06/08/2021 Work Session & Regular Meeting Minutes.
Res. #2021-103	Authorizing the Hiring of a Part-Time Recreation Director.
Res. #2021-104	Approving the Discharge of Fireworks During the Activities at National Night Out in August.
Res. #2021-105	Providing for the Insertion of a Special Item of Revenue in the 2021 Municipal Budget – Clean Communities Grant.
Res. #2021-106	Providing for the Insertion of a Special Item of Revenue in the 2021 Municipal Budget – Alcohol Education, Rehabilitation, and Enforcement Fund.
Res. #2021-107	Providing for the Insertion of a Special Item of Revenue in the 2021 Municipal Budget – Recycling Tonnage Grant.
Res. #2021-108	Providing for the Insertion of a Special Item of Revenue in the 2021 Municipal Budget – ANJEC Open Space Stewardship Grant.
Res. #2021-109	Approving the Specifications and Authorizing to Receive Bids for the Dennis Township Recreation Center Replacement of HVAC Unit Project.
Res. #2021-110	Approving the Subordination of the Small Cities Program Housing Rehabilitation Program Mortgage on 80 Cedar Drive and Authorizing the Execution of the Subordination Agreement.
Res. #2021-111	Authorizing the Execution of the Memorandum of Understanding with the New Jersey Motor Vehicle Commission for the CAIR Program.

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-103

**RESOLUTION AUTHORIZING THE HIRING OF A
PART-TIME RECREATION DIRECTOR**

WHEREAS, the Dennis Township Recreation Department is in need of a part-time Director;
and

WHEREAS, the Administrator has received applications and made her 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 the following be hired as a Part-Time Recreation Director: Frank R. Riggitano, 17 Bevis Lane, Cape May Court House, NJ 08210 at the hourly rate of \$32.00 per hour effective 07/01/2021.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen						
Germanio						
Cox						
Turner						
Matalucci						

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 June 22, 2021 at 5:30 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. 2021-104

**RESOLUTION APPROVING OF THE DISCHARGE OF FIREWORKS DURING THE
ACTIVITIES AT NATIONAL NIGHT OUT IN AUGUST**

WHEREAS, the Township scheduled its National Night Out Event for Tuesday, August 03, 2021 at the Recreation Complex located at 565 Dennisville Road, South Dennis; and

WHEREAS, a fireworks display has been scheduled for the event; and

WHEREAS, the State requires that the municipality pass a resolution authorizing the discharge of fireworks.

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 approves and authorizes the discharge of fireworks during the National Night Out Event scheduled for August 03, 2021.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen						
Germanio						
Cox						
Turner						
Matalucci						

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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-105

**RESOLUTION PROVIDING FOR THE INSERTION OF A
SPECIAL ITEM OF REVENUE IN THE 2021 MUNICIPAL BUDGET**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

WHEREAS, the Township of Dennis will receive \$22,284.65 from the State of New Jersey and wishes to amend its 2021 Budget to include this amount as a revenue.

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 requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$22,284.65 which is now available as a revenue from:

Miscellaneous Revenues:

Section F: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services - Public and Private Revenues Off-Set with Appropriations:

Clean Communities Grant

BE IT FURTHER RESOLVED, that a like sum of \$22,284.65 be and the same is hereby appropriated under the caption of:

General Appropriations:

(A) Operations Excluded from "Caps" - Public and Private Programs Off-Set by Revenues:

Clean Communities Grant

RESOLUTION NO. 2021-105

PAGE 2

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to forward the necessary documentation to the Director of Local Government Services.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen						
Germanio						
Cox						
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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-106

**RESOLUTION PROVIDING FOR THE INSERTION OF A
SPECIAL ITEM OF REVENUE IN THE 2021 MUNICIPAL BUDGET**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

WHEREAS, the Township of Dennis will receive \$3,862.38 from the State of New Jersey Municipal Court Alcohol Education, Rehabilitation and Enforcement Fund and wishes to amend its 2021 Budget to include this amount as a revenue.

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 requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$3,862.38 which is now available as a revenue from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with
Prior Written Consent of the Director of Local Government Services:
Public And Private Revenues Off-Set with Appropriations:
Alcohol Education, Rehabilitation,
And Enforcement Fund.

BE IT FURTHER RESOLVED, that a like sum of \$3,862.38 be and the same is hereby appropriated under the caption of:

General Appropriations

(a) Operations Excluded from "Caps"
Public and Private Programs Off-Set by Revenues:
Alcohol Education, Rehabilitation,
And Enforcement Fund
Municipal Court Other Expenses

RESOLUTION NO. 2021-106

PAGE 2

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to forward the necessary documentation to the Director of Local Government Services.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-107

**RESOLUTION PROVIDING FOR THE INSERTION OF A
SPECIAL ITEM OF REVENUE IN THE 2021 MUNICIPAL BUDGET**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

WHEREAS, the Township of Dennis will receive \$8,277.67 from the State of New Jersey and wishes to amend its 2021 Budget to include this amount as a revenue.

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 requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$8,277.67 which is now available as a revenue from:

Miscellaneous Revenues:

Section F: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services - Public and Private Revenues Off-Set with Appropriations:

Recycling Tonnage Grant

BE IT FURTHER RESOLVED, that a like sum of \$8,277.67 be and the same is hereby appropriated under the caption of:

General Appropriations:

(A) Operations Excluded from "Caps" - Public and Private Programs Off-Set by Revenues:

Recycling Tonnage Grant

RESOLUTION NO. 2021-107
PAGE 2

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to forward the necessary documentation to the Director of Local Government Services.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen						
Germanio						
Cox						
Turner						
Matalucci						

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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-108

**RESOLUTION PROVIDING FOR THE INSERTION OF A
SPECIAL ITEM OF REVENUE IN THE 2021 MUNICIPAL BUDGET**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

WHEREAS, the Township of Dennis will receive \$1,500.00 from the State of New Jersey and wishes to amend its 2021 Budget to include this amount as a revenue.

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 requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$1,500.00 which is now available as a revenue from:

Miscellaneous Revenues:

Section F: Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services - Public and Private Revenues Off-Set with Appropriations:

2021 ANJEC Open Space Stewardship Grant

BE IT FURTHER RESOLVED, that a like sum of \$1,500.00 be and the same is hereby appropriated under the caption of:

General Appropriations:

(A) Operations Excluded from "Caps" - Public and Private Programs Off-Set by Revenues:

2021 ANJEC Open Space Stewardship Grant

RESOLUTION NO. 2021-108
PAGE 2

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to forward the necessary documentation to the Director of Local Government Services.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen						
Germanio						
Cox						
Turner						
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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-109

**RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING
TO RECEIVE BIDS FOR THE DENNIS TOWNSHIP RECREATION CENTER
REPLACEMENT OF HVAC UNIT PROJECT**

WHEREAS, the Dennis Township Administrator has advised the Committee that the assessment of the Recreation Center’s HVAC has revealed that it needs to be replaced; and

WHEREAS, specifications have been prepared by the Alaimo Group for this, “Dennis Township Recreation Center Replacement of the HVAC Unit”.

NOW THEREFORE BE RESOLVED, by the Township Committee of the Township of Dennis, that said specifications are hereby approved, and

BE IT FURTHER RESOLVED, that the Township Clerk be and is hereby directed to advertise for bids for said project.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-110

**RESOLUTION APPROVING THE SUBORDINATION OF THE SMALL CITIES
PROGRAM HOUSING REHABILITATION PROGRAM MORTGAGE ON
80 CEDAR DRIVE AND AUTHORIZING THE EXECUTION OF THE
SUBORDINATION AGREEMENT**

WHEREAS, Teresa Barone of 80 Cedar Drive, Ocean View participated in the Small Cities Housing Rehabilitation Program which results with the Township filing a mortgage against the property dated 04/23/2010; and

WHEREAS, Ms. Barone has experienced some financial difficulty and is obtaining a new mortgage to alleviate the financial issues; and

WHEREAS, the new mortgage company requires the Township to subordinate its mortgage; and

WHEREAS, the Township Committee believe it is in everyone's best interest to subordinate said mortgage which will allow Ms. Barone to remain in her home.

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 does hereby approve the subordination of the Small Cities Housing Rehabilitation Program mortgage on 80 Cedar Drive and authorize the execution of the attached Subordination Agreement.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
VanArtsdalen						
Germanio						
Cox						
Turner						
Matalucci						

TOWNSHIP OF DENNIS

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

RESOLUTION NO. 2021-111

RESOLUTION AUTHORIZING THE EXECUTION OF THE MEMORANDUM OF UNDERSTANDING WITH THE NEW JERSEY MOTOR VEHICLE COMMISSION FOR THE CAIR PROGRAM

WHEREAS, the Township of Dennis has need of Full Driver History Abstract information from the Motor Vehicle Commission; and

WHEREAS, the Township is within the guidelines of permitted uses according to the federal and New Jersey Drivers' Privacy Protection Act, 18 U.S.C. 2721 to 2725 and N.J.S.A. 39:2-3.3 to 3.6 ("Federal DPPA" and "New Jersey DPPA"), respectively.

NOW THEREFORE BE RESOLVED, by the Township Committee of the Township of Dennis, that the Mayor and Administrator are hereby authorized and directed to execute the Memorandum of Understanding with the New Jersey Motor Vehicle Commission for the CAIR Program.

ATTEST _____ **ATTEST** _____
Jacqueline B. Justice, RMC/Clerk Zeth A. Matalucci, Mayor

	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
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ATTEST _____
Jacqueline B. Justice, RMC/Clerk

LIMITED ONLINE ACCESS PROGRAM

MEMORANDUM OF UNDERSTANDING

BETWEEN

NEW JERSEY MOTOR VEHICLE COMMISSION

AND

TOWNSHIP OF DENNIS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the New Jersey Motor Vehicle Commission, (hereinafter known as the "Commission" or the "MVC"), acting through the Chief Administrator, located at 225 East State Street, Trenton, New Jersey 08666 and TOWNSHIP OF DENNIS, located at 571 PETERSBURG RD., PO BOX 204 DENNISVILLE NJ 08214 hereinafter referred to as the "Program Participant" or collectively as "the Parties."

WHEREAS, the Commission makes, maintains or keeps on file as required by law certain driver license, vehicle, and vessel records of individuals licensed and vehicles and vessels registered in this State; and

WHEREAS, the Commission also maintains, as an administrative convenience, a computer record of the aforementioned records, hereinafter called the "database"; and

WHEREAS, the database and the information contained in it do not constitute public records and the information in the database is not required to be released under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 *et seq.*, but may be released at the discretion of the Commission in such manner as may be determined by the Commission to be administratively appropriate and in accordance with applicable laws and regulations; and

WHEREAS, the Program Participant has requested from the MVC, Full Driver History Abstract information and is within the guidelines of permitted uses according to the federal and New Jersey Drivers' Privacy Protection Act, 18 U.S.C. 2721 to 2725, and N.J.S.A. 39:2-3.3 to 3.6 ("Federal DPPA" and "New Jersey DPPA"), respectively; and

WHEREAS, the Commission in its discretion has established a Limited Online Access Program, hereinafter called the "Online Program" or "LOAP," to provide certain information contained in the database, via electronic communications, to businesses or public entities that demonstrate a beneficial interest in and legitimate business use of the database information; and

WHEREAS, the Program Participant, in its application for participation in the Online Program, has demonstrated a beneficial interest in and legitimate business use of the database information; and

WHEREAS, the Program Participant will not be redisclosing or reselling the information provided by the Commission to any third-parties or end users; and

WHEREAS, the provision of such information via electronic communications to the Program Participant is consistent with the laws of the State and with the Commission's policy to balance the needs of the business community with the privacy needs of the public when providing information from the Commission's database.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by and between the Commission and the Program Participant that for and in mutual consideration of the covenants herein and pursuant to all federal and State laws and regulations:

A. GENERAL PROVISIONS

1. The WHEREAS clauses of this MOU are incorporated into this paragraph as though set forth verbatim.

2. The attached "Application for Online Access to Motor Vehicle Records." signed by the authorized representative of the Program Participant on May 4, 2021 containing the handwritten notations and initials of the authorized representative of the MVC's Business and Government Services, hereinafter referred to as the "Application," is incorporated in and specifically made a part of this MOU.

3. The Program Participant certifies that all statements made and information provided in the Application are true to the best of its knowledge.

4. If any of the information contained in the Application changes during the course of this MOU, the Program Participant shall notify the Commission (MVC, Business and Government Services, PO Box 122, Trenton, NJ 08666-0122) within ten (10) days of such changes, in writing.

5. The Program Participant, including each of its employees, shall use the information provided by the Commission pursuant to this MOU only for the purposes explicitly set forth by the Program Participant that have been accepted by the authorized representative of the Commission, hereinafter referred to as "the Permitted Purposes."

***Personal information** means information that identifies an individual, including an individual's photograph; social security number; driver identification number; name; address other than the five-digit zip code; telephone number; and medical or disability information, but does not include information on transaction date, vehicular accidents, driving violations, and driver's status.

***Personally identifiable information** means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other Personal or Identifying Information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

6. The Program Participant may apply for approval of additional uses of the information provided under this MOU by submitting a new application form setting forth all intended uses, including those already approved and those for which approval is sought.

7. The Program Participant shall pay to the Commission an annual administrative fee of one hundred fifty dollars (\$150.00), payable to New Jersey Motor Vehicle Commission. This is an annual administrative fee for administrative and transaction costs which will authorize Program Participant to access of up to five thousand (5,000) records per calendar year. This fee shall be paid by Program Participant to the Commission by January 31st each year. Records accessed in excess of five thousand (5,000) will be billed to Program Participant at the rate of one hundred fifty dollars

(\$150.00) per each five thousand (5,000) record increment. Accounts will be reviewed and billed quarterly and excess quantities of two thousand five hundred (2,500) or greater (above the initial five thousand (5,000) allotment) will be charged as a full five thousand record (5,000) increment. Administrative fees are non-refundable.

8. The Program Participant is not entitled to receive, and the Commission shall not provide, social security numbers, insurance information, or medical information that may be contained in the Commission's database.

9. Upon the Commission's processing of the fully executed MOU and payment of the annual administrative fee, the Program Participant will be authorized to establish, at its sole cost and expense, electronic communications with the Commission, and thereafter to receive from the Commission, via electronic communications, information contained in the database within the scope of the Permitted Purposes and uses as defined in the MOU.

10. If any part, term or provision of this MOU is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Jersey or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the MOU did not contain the particular part, term or provision held to be invalid.

11. This MOU shall be governed by the laws of the State of New Jersey, both as to interpretation and performance, and any action at law, suit in equity or judicial proceeding for the enforcement or breach of this MOU or any provision thereof shall be instituted and maintained in any court of competent jurisdiction in the County of Mercer, State of New Jersey. Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3, and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10, and the availability of appropriations.

12. Neither this MOU nor any interest in this MOU may be assigned or transferred.

13. The terms of this MOU shall be effective upon the signing of the MOU by an authorized representative of each party and shall continue in force and effect for five (5) years from the date of the signature by the Commission's Chief Administrator, or until cancelled or amended pursuant to the terms within section "D." Agreement Modification and Termination, whichever occurs earlier. Thirty days (30) prior to the expiration of the MOU, the Program Participant must submit a new Application and pertinent supporting documentation for approval in order to have their account status maintained.

14. This MOU does not create in any individual or entity the status of third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the Parties and shall inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly

agree that only the Parties shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring any action for breach of this MOU.

15. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

16. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU. The individuals executing this MOU on behalf of their respective party represent that they have the authority to so bind their respective party.

17. The MVC and Program Participant will accept and submit scanned copies of signatures in connection with the execution of this MOU. Both parties acknowledge the right to opt-out of this arrangement and can request hard copies of the applicable documents to sign and review upon thirty (30) days written notice to the other party. The Program Participant agrees that the MVC reserves the right to refuse to conduct other transactions by means of scanned copies of signatures.

B. PROGRAM PARTICIPANT'S OBLIGATIONS

1. In accordance with the public policy of the State of New Jersey, as set forth in N.J.A.C. 13:18-11.3(c) and N.J.A.C. 13:18-11.4(f)1, the Program Participant shall only use the information in accordance with this MOU and shall not use the information provided by the Commission pursuant to this MOU for the purpose of commercial solicitation or marketing, political canvassing or campaigning or any similar purpose or objective, and shall not provide such information to any person or entity which seeks to use such information for any of these purposes. If such efforts occur, the Commission may terminate this MOU immediately.

2. The Program Participant shall strictly adhere to both the Federal DPPA and the New Jersey DPPA incorporated herein by reference. A person who knowingly obtains or discloses personal information and/or personally identifiable information from a motor vehicle record for any use not permitted under the Federal DPPA or New Jersey DPPA is guilty of a crime of the fourth degree and shall be liable to the individual to whom the information pertains, who may bring a civil action in the Superior Court.

3. Unless required by law or regulation, the Program Participant shall not accumulate, store or build a file from records obtained from the Commission. Once an MVC record is captured through LOAP it can only be used to satisfy a single request. However, data and information regarding the records requested must be retained by the Program Participant for a minimum of five (5) years and be accessible to the MVC upon request. This data and/or information must include but not be limited to: the user id of the requester, the date of the request, the date the record was received, the unique identifier used to identify the record, the reason for the request, and the permitted purpose for which the information was used.

4. The Program Participant shall not merge any Commission record with any other document gleaned from any other source in order to sell or provide the information to another party as an official Commission record. The Program Participant also shall not copy any part of the entire original data file to sell to another entity or engage in the re-sale of the records to entities that would otherwise be required to purchase the records from the Commission.

5. The Program Participant shall submit to the MVC, a list of all proposed authorized employees or agents ("employee and agent list") that Program Participant seeks to allow to use the electronic communications established for the Online Program and any data and/or information obtained therefrom. The Program Participant shall not permit persons other than its authorized employees or agents on the list to use the electronic communications established for the Program Participant pursuant to this MOU, or any data and/or information obtained therefrom. The Program Participant shall notify the Commission within five (5) business days and immediately revoke access to MVC Personal Information and Personally Identifiable Information when an employee or agent authorized to use the Online Program is no longer working for the Program Participant, or no longer working in a capacity in which access to the Online Program is necessary, or if access to the Online Program should be removed for any other reason. Program Participant shall update its employee and agent list and supply the updated list to the MVC quarterly on the first of the month in February, May, August, and November each year.

6. The Program Participant shall take all steps necessary, including the implementation of appropriate administrative, technical and physical safeguards, to protect the data and information provided by the Commission under this MOU from theft, unauthorized disclosure or any use not specifically permitted under this MOU. All data and information provided by the Commission must be disposed of in accordance with National Institute of Standards and Technology ("NIST") Special Publication (SP) 800-88 rev. 1, Guidelines for Media Sanitization.

7. The Program Participant shall employ cryptographic safeguards to protect all MVC data and information. Cryptographic protections shall include at a minimum: using industry standard encryption algorithms; establishing requirements for encryption of data in transit; establishing requirements for encryption of data at rest; and implementing cryptographic key management processes and controls. No State data and information shall be processed on or transferred to any portable device or portable storage medium including smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State of New Jersey. The Program Participant shall not transfer State of New Jersey data and information outside of the United States.

8. The Program Participant shall ensure that all equipment storing MVC data and information is secured in a manner that ensures no unauthorized/unnecessary access will occur. The Program Participant must secure all data and information, including data and information back-ups, from manipulation, sabotage, theft or breach of confidentiality and integrity. The Program Participant shall take all steps necessary to ensure only authorized individuals, systems, and processes can access the State's information, including any Personal information and/or personally identifiable information, and Program Participant information and information systems.

9. Data usage, storage, and protection of Personal information and personally identifiable information, as defined in Section A.5 of this MOU are subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA; Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075); New Jersey State tax confidentiality statute; the New Jersey Privacy Notice found at (<https://www.nj.gov/nj/privacy.html>); N.J.S.A. 54:50-8; New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 to -52; and both the Federal DPPA and New Jersey DPPA.

10. The Program Participant shall maintain network security that conforms to current standards set forth and maintained by NIST, including those found at (<http://web.nvd.nist.gov/view/ncp/repository>).

11. The Program Participant must comply with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of personal information and/or personally identifiable information, or other event requiring notification. In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any Personal information and/or personally identifiable information (each, a Security Breach) that may concern any MVC confidential information or Personal information and/or personally identifiable information, Program Participant shall:

- (a) Assume responsibility for informing the Commission within 24 (twenty-four) hours and all such appropriate individuals in accordance with applicable law of a Security Breach;
- (b) Designate a single individual employed by the Program Participant who shall be available to the Commission 24 hours per day, seven (7) days per week as a contact regarding Program Participant's obligations under this paragraph and the status of any Security Breach (Incident Response);
- (c) Not provide any other notification or provide any disclosure to the public regarding such Security Breach without the prior written consent of the Commission, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Program Participant shall consult with the Commission and reasonably cooperate with the Commission to prevent any notification or disclosure concerning any Personal information and/or personally identifiable information, security breach, or other MVC Confidential Information);
- (d) Assist the Commission in investigating, remedying and taking any other action the Commission deems necessary regarding any Security Breach and any dispute, inquiry, or claim that concerns the Security Breach;

- (e) Follow all instructions provided by the Commission relating to the MVC Confidential Information affected or potentially affected by the Security Breach;
- (f) Take such actions as necessary to prevent future Security Breaches;
- (g) Unless prohibited by an applicable statute or court order, notify the Commission of any third party legal process relating to any Security Breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic); and
- (h) Hold harmless, defend and indemnify the State of New Jersey, its officials, employees, and agents, from and against any claims, damages, or other harm related to such Security Breach.
- (i) All communications must be coordinated with the State of New Jersey by contacting the Commission's Chief Information Security Officer at 609-777-4224 and the Commission's Chief Privacy Officer at 609-777-3831.

12. Within ten (10) days of receipt of a written request from the Commission, the Program Participant shall furnish to the Commission a certified statement of the manner in which the electronic records provided by the Commission and information contained in them are being used or have been used.

13. The Program Participant is strictly prohibited from using Commission records to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including but not limited to, immigration enforcement, divorce or domestic disputes and matchmaking services.

14. The Program Participant is responsible for ensuring that only current Commission records (not older than five (5) business days) are offered for resale.

15. The Program Participant shall submit all program fees by check, made payable to the New Jersey Motor Vehicle Commission, and send the check to the Motor Vehicle Commission, PO Box 122, Trenton, New Jersey 08666-0122. Under this MOU, the Program Participant's full account number shall be indicated on the face of each check. Checks without the full account number will be returned without processing.

16. The Program Participant shall hold the Commission harmless in the event of any errors or omissions in the information and/or data furnished under this MOU.

17. The Program Participant shall assume all risks of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers and employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses of any kind arising out of or alleged to arise out of the use of data and/or information provided under this MOU, whether the use is by the Program Participant or its agents, employees, third-party participants or vendors.

18. The Commission, at its sole option, may, at any time, audit, engage an independent auditor to review and audit, or require the Program Participant to audit or engage an independent

auditor to review and audit, the books and records and/or operations of the Program Participant and/or the technology used by the Program Participant in order to determine compliance with this MOU. While such audit may be required at any time, the Program Participant will be required to bear the cost of this audit no more than once every three years. During any such audit, the Program Participant shall designate a single individual employed by the Program Participant who shall be available to the Commission as a contact regarding the audit.

19. All audits required in this MOU and conducted by the Program Participant shall be retained for a minimum of five (5) years and shall be made available to the MVC upon the MVC's request, which request may be made without prior notice to the Program Participant. Failure to comply with the auditing requirements set forth above shall result in immediate suspension of this MOU.

20. It is the Program Participant's responsibility to know, understand and comply with all MVC IT specifications, including any revisions, amendments and/or successors thereto. This requirement includes compliance with all periodic updates to MVC IT specifications which may be made from time to time. It is the Program Participant's responsibility to monitor and be aware of all updates and/or changes. This provision is not subject to section D.5 of this MOU regarding amendments.

C. COMMISSION OBLIGATIONS

1. Upon the Program Participant's fully processed payment of the administrative fee, the Commission will provide the Program Participant and its authorized employees, information from the database via electronic communications, at the administrative fee rate listed in A.7 of this MOU, and as permitted under this MOU.

D. MOU MODIFICATION AND TERMINATION

1. This MOU may be terminated by the Commission in its sole discretion upon ten (10) days' notice to the Program Participant, sent to the address provided by the Program Participant. This MOU may be terminated immediately without prior notice by the Commission in its sole discretion if it believes individual or public health or individual or public safety may be at risk.

2. The Commission may cancel or amend this MOU without prior notice to the Program Participant if such cancellation or amendment is deemed necessary by the Commission due to any changed requirement in the law or Commission policy that would prohibit such an MOU, or upon a determination by the Commission that there has been a breach of the integrity or security of the data and/or information provided to the Program Participant, or a failure of the Program Participant to comply with established procedures or legal requirements included or incorporated by reference in this MOU.

3. Any breach of the terms of this MOU by the Program Participant will result in the immediate termination of the MOU and the service provided by the Commission under the MOU.

4. This MOU and the service provided to the Program Participant under this MOU shall be terminated by the Commission within thirty (30) days upon its receipt of a written request for such termination by the Program Participant.

5. This MOU may be amended by mutual consent of the Program Participant and the Commission. Any proposed amendment or modification must be submitted in writing to the other party prior to any formal discussion or negotiation of the issue. Any amendment must be signed by both the Program Participant and the Commission in order to become effective and to modify or change this MOU.

E. CONTACT INFORMATION

1. All notices, questions or concerns that arise in connection with this MOU shall be sent to the individuals designated as contact persons below. Each Party shall update the contact information immediately upon any change.

NJ MOTOR VEHICLE COMMISSION	TOWNSHIP OF DENNIS
Customer Abstract Information Retrieval Unit	Jessica Bishop
Business and Government Services	Administrator
New Jersey Motor Vehicle Commission	TOWNSHIP OF DENNIS
225 East State Street – 3 East	571 Petersburg Rd.
PO Box 122	PO Box 204
Trenton, New Jersey 08666-0122	Dennisville NJ 08214
609-292-4572	609-861-9700 x 225
Mvc.mvcbpm@mvc.nj.gov	Jbishop@dennistwp.org