

**BOROUGH OF WOODBINE  
REGULAR MEETING**

**FEBRUARY 5, 2015  
8:00 P.M.**

Mayor Pikolycky called the Regular Meeting to order and read the following statement, “Adequate notice of this meeting was provided in compliance with the Open Public Meetings Act by notifying The Herald on January 20, 2015 and posting a copy of said notice on the Clerk’s bulletin board.”

Those present were: Mayor Pikolycky; Councilpersons Ortiz, Murray, Bennett, Perez, Benson, and Cruz. Also present were: Richard Tonetta, Borough Solicitor; Bruce Graham, Borough Engineer; and Lisa Garrison, Borough Clerk.

Mayor Pikolycky called for approval of the minutes of January 15, 2015. On motion of Councilman Benson, seconded by Councilman Cruz to approve the minutes of January 15, 2015 as presented, motion carried with one (1) abstention by Councilman Murray.

Mayor Pikolycky called for a Public Hearing for Ordinance No. 550-2015, “An Ordinance Amending the Revised General Ordinances of the Borough of Woodbine, Chapter XXV, Entitled, ‘Development Fees’ to Provide for Administrative Fees and Escrow Fees for Zoning and Planning in the Borough of Woodbine”. Mayor Pikolycky opened the public hearing. There being no public comment the public hearing was then closed. On motion of Councilman Ortiz, seconded by Councilman Bennett to approve and adopt the following ordinance, unanimously carried upon roll call vote. Ayes: Ortiz, Murray, Bennett, Perez, Benson, Cruz Nays: None Abstain: None Absent: None

**ORDINANCE NO. 550-2015**

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE  
BOROUGH OF WOODBINE, CHAPTER XXV, ENTITLED ‘DEVELOPMENT FEES’  
TO PROVIDE FOR ADMINISTRATIVE FEES AND ESCROW FEES FOR ZONING  
AND PLANNING IN THE BOROUGH OF WOODBINE**

**WHEREAS**, the Council of the Borough of Woodbine has received Resolution No. 5-12-14 from the Borough of Woodbine Planning/Zoning Board recommending that Chapter XXV of the Borough Code be amended so as to increase the administrative and zoning fees contained therein; and

**WHEREAS**, the Council has determined that the aforesaid fee and escrow increases are necessary to cover the Borough’s administrative costs as well as the fees charged by the Planning/Zoning Board’s consulting professionals;



- |                           |   |                 |
|---------------------------|---|-----------------|
| a. Preliminary Site Plan: | Application Fee   | Escrow Fee      |
| 1. Minor Site Plan        | <u>\$550.00</u>   | \$1,800.00      |
| 2. Major Site Plan        | <u>\$500.00</u>   | \$1,800.00      |
| b. Final Site Plan:       |   |                 |
| 1.                        | Application Fee   | <u>\$400.00</u> |
| 2.                        | Escrow Deposit. In addition to and separate from the foregoing application fee, the applicant for a final site plan review shall deposit into escrow with the Borough a sum of money to cover all costs incurred by the Board in review of the application, the amount of \$1,000.00.             |                 |
| 3.                        | Inspection Escrow Fee. In addition to and separate from the foregoing escrow fee, the applicant shall pay into escrow with the Borough a sum of money, exclusive of all prior deposits and fees, equaling five (5%) percent of the cost of all improvements as established by the Board Engineer. |                 |

**25-2.5 Conditional Use Permits.**

- a. Application Fee: \$400.00
- b. Escrow Deposit. The actual costs incurred by the Board in review of the Conditional Use Permit application and any escrow deposits required by this Ordinance (site plan, etc.) with a minimum escrow of \$1,000.00 required.

**25-2.6 Variance Application Fees and Escrow Fees (Per Lot).**

	Application Fee	Escrow Fee
a. Use "D" Variances	<u>\$400.00</u>	\$850.00
b. All "C" Variances	<u>\$375.00</u>	
c. Appeals/Request for Interpretations	<u>\$300.00</u>	\$600.00

**25-2.7 Resubmission of Subsection 25-2.6a. through c.**

One-half (1/2) of the amount of the original administrative fee, plus one hundred (100%) percent of the actual costs incurred for review by the Board and all required escrow deposits. (Ord. No. 510-2009 § VII)

**25-2.8 Engineering Costs; Inspections Costs; Attorney Review Costs; and Other Professional Review Costs.**

- a. Review Costs. The applicant shall be responsible for payment of all actual costs incurred by the Planning/Zoning Board as submitted to it by the Board Engineer or Board Planner, the Board Attorney or any other professional retained by the Board.

**25-2.9 Transcripts of Proceedings and Duplication of Documents.**

- a. Duplication of transcripts, recordings, mailings, etc. \$0.50 per page plus the actual cost of transcription of the testimony if transcripts are requested.

**25-2.10 Special Meetings Requested by Applicant.**

- a. Application Fee: **\$550.00**
- b. Escrow Fee: Actual costs incurred by the Board, **with a minimum fee of \$1,500.00. The Applicant shall be responsible for payment of all actual costs incurred by the Planning/Zoning Board as submitted to it by the Board engineer, Board Planner, the Board Attorney or any other professional retained by the Board.**

**25-2.11 Pinelands Local Review. (Review fee for streamlined local review of permits are requested and issued).**

- a. Application Fee \$100.00
- b. Escrow Fee \$600.00 plus additional actual costs incurred by the Borough in the review process, to be billed, if necessary.

**25-2.12 Zoning Permit Fees. (Paid to Zoning Officer at the time zoning permits are requested and issued).**

- a. Zoning Permit Fee.
  - 1. Permit Fee \$50.00
- b. Resubmission Fee.
  - 1. Permit Fee \$40.00

**25-2.13 Tax Map Maintenance Fees. Prior to final approval, an applicant for the below listed applications shall pay a Tax Map Maintenance Fee to the Borough of Woodbine for each newly described lot, each newly created lot, revised right-of-way, easement to be created or altered, lot consolidation, or street vacation.**

- 1. **Minor subdivision** **\$100 per lot**
- 2. **Major subdivision** **\$100 per lot**
- 3. **Minor Site Plan** **\$100.00 per easement or revised right-of-way**

- |   |  |
|---|--|
| 4. <u>Major Site Plan</u>                   | <u>\$100.00 per easement or revised right-of-way</u> |
| 5. <u>Easement to be created or altered</u> | <u>\$100.00 per effected lot</u>                     |
| 6. <u>Lot Consolidation</u>                 | <u>\$100.00 per altered lot</u>                      |
| 7. <u>Street Vacation</u>                   | <u>\$100.00 per altered lot</u>                      |

**SECTION 2**

All ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 3**

Should any provision of this ordinance be deemed invalid for any reason that invalidity shall not affect the remaining provisions of the ordinance, and the provisions and sections of the ordinance are hereby declared to be severable with respect to their validity.

**SECTION 4**

After introduction and passage upon first reading, this ordinance shall be referred to the Planning Board of the Borough of Woodbine for review and comment in accordance with the Municipal Land Use Law.

**SECTION 5**

This ordinance shall take effect twenty (20) days after final passage, according to law.

Mayor Pikolycky called for a Public Hearing for Ordinance No. 551-2015, “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 Woodbine Borough, New Jersey”. Mayor Pikolycky opened the public hearing. There being no comment forthcoming the public hearing was then closed. On motion of Councilman Benson, seconded by Councilwoman Perez to approve and adopt the following ordinance, unanimously carried upon roll call vote. Ayes: Ortiz, Murray, Bennett, Perez, Benson, Cruz Nays: None Abstain: None Absent: None

**ORDINANCE NO. 551-2015**

**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 WOODBINE BOROUGH, NEW JERSEY.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF WOODBINE BOROUGH, 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. "Borough" or "Municipality" is the Borough of Woodbine, 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, 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 ten thousand dollars (\$10,000) to meet the technology and/or cable related needs of the community.
- d. 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 Woodbine Borough and Dennis Township (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 Woodbine Borough 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.

following resolutions under a consent agenda and on motion of Councilman Ortiz, seconded by Councilwoman Perez to approve and adopt the following resolutions, unanimously carried.

Mayor Pikolycky called for the Introduction of Proposed Ordinance No. 552-2015, “Calendar Year 2015 – Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A:4-45.14). On motion of Councilwoman Perez, seconded by Councilman Cruz to approve the introduction of the following proposed ordinance, unanimously carried upon roll call vote. Ayes: Ortiz, Murray, Bennett, Perez, Benson, Cruz Nays: None Abstain: None Absent: None

### **PROPOSED ORDINANCE NO. 552-2015**

#### **CALENDAR YEAR 2015 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Council of the City of Woodbine in the County of Cape May finds it advisable and necessary to increase its CY 2015 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Council hereby determines that a 2.5% increase in the budget for said year, amounting to \$33,634 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS**, the Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Council of the Borough of Woodbine, in the County of Cape May, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2015 budget year, the final appropriations of the

Borough of Woodbine shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$47,088, and that the CY 2015 municipal budget for the Borough of Woodbine be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Mayor Pikolycky called for the following resolutions:

**RESOLUTION NO. 2-17-2015**

**AUTHORIZING THE HIRING OF TRIAD ADVISORY SERVICES, INC. t/a TRIAD ASSOCIATES TO PROVIDE GRANT IMPLEMENTATION SERVICES FOR THE NJDCA SMALL CITIES PUBLIC FACILITIES GRANT FOR FIRE STATION IMPROVEMENTS**

**WHEREAS**, the Governing Body of the Borough of Woodbine entered into a Professional Services Agreement on January 15, 2015 with Triad Advisory Services t/a Triad Associates for ongoing professional services for the Borough; and

**WHEREAS**, the Borough of Woodbine has received a grant from the New Jersey Department of Community Affairs for fire station improvements; and

**WHEREAS**, the Borough is desirous of hiring Triad Associates to provide implementation services for said grant;

**WHEREAS**, the Governing Body of the Borough of Woodbine finds the scope of services to be provided by Triad Associates to be acceptable; and

**WHEREAS**, the contract is not to exceed \$20,000.00; and

**WHEREAS**, the Chief Financial Officer certifies that funds are available to pay Triad Associates in connection with the applications under the existing Professional Services Agreement in accordance with N.J.A.C. 5:30-5.4; and

**WHEREAS**, the Governing Body of the Borough of Woodbine finds it in the interest of the citizens of the Borough of Woodbine to accept the proposal of Triad Associates as submitted; and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbine that the attached proposal for implementation services is hereby accepted as part of the general services contract aforementioned;

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized and directed to execute the proposals for same.

On motion of Councilman Ortiz, seconded by Councilman Benson to approve and adopt the foregoing resolution, unanimously carried.

On motion of Councilman Ortiz, seconded by Councilman Bennett to approve and adopt the following resolution, unanimously carried.

**RESOLUTION NO. 2-18-2015**

**AUTHORIZING THE HIRING OF JOSEPH F. MCKERNAN JR. ARCHITECTS AND ASSOCIATES, LLC TO PROVIDE FORENSIC INVESTIGATION SERVICES FOR THE WOODBINE FIRE HOUSE**

**WHEREAS**, the Borough of Woodbine has a need to acquire professional services as a “non-fair and open” contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and

**WHEREAS**, the Chief Financial Officer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is one year; and

**WHEREAS**, Joseph F. McKernan Jr. Architects and Associates, LLC has submitted a proposal January 8, 2015 indicating they will provide the forensic investigation services for the Woodbine Fire House for \$39,850.00; and

**WHEREAS**, Joseph F. McKernan Jr. Architects and Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Joseph F. McKernan Jr. Architects and Associates, LLC has not made any reportable contributions to a political or candidate committee in the Borough of Woodbine in the previous one year, and that the contract will prohibit Joseph F. McKernan Jr. Architects and Associates, LLC from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds; and

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Borough of Woodbine authorizes the Mayor to enter into a contract with Joseph F. McKernan Jr. Architects and Associates, LLC as described herein; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

**BE IT FURTHER RESOLVED** that this resolution will be published in the Borough's legal newspaper.

**RESOLUTION NO. 2-19-2015**  
**APPROVAL OF CHANGE ORDER NO. 2**  
**EMS BUILDING UPGRADES**

**WHEREAS**, Turtle Associates of Swedesboro, New Jersey was previously awarded a contract in the amount of \$16,619.09 for the project known EMS Building Upgrades; and

**WHEREAS**, during the course of work, the contractor has suggested certain changes in the scope of work pertaining to the installation of a bathroom exhaust fan; and

**WHEREAS**, said change of scope on Change Order No. 2 will increase the contract amount by \$800.00 or 4.8% and making the total amended contract amount \$17,419.09 when combined with Change Order No. 1 for a net increase of +4.8%; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Woodbine, that Change Order No. 2 for the EMS Building Upgrades is hereby approved.

On motion of Councilwoman Perez, seconded by Councilman Cruz to approve and adopt the foregoing resolution, unanimously carried.

On motion of Councilman Benson, seconded by Councilman Ortiz to approve and adopt the following resolution, unanimously carried.

**RESOLUTION NO. 2-20-2015**

**APPROVAL TO SUBMIT THE GRANT APPLICATION AND EXECUTION OF THE  
SUBCONTRACT WITH THE COUNTY OF CAPE MAY FOR THE MUNICIPAL  
ALLIANCE PROGRAM FOR THE FISCAL GRANT CYCLE JULY 1, 2015-JUNE 30,  
2016**

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

**WHEREAS**, the Borough Council of the Borough of Woodbine, County of Cape May, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our

society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

**WHEREAS**, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

**WHEREAS**, the Borough Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Cape May.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Woodbine, County of Cape May, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Woodbine Municipal Alliance grant for fiscal year 2015-2016 in the amount of :

DEDR	\$5,500.00
Cash Match	\$1,375.00
In-Kind	\$4,125.00

2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

**RESOLUTION NO. 2-21-2015**

**APPOINTMENTS TO THE MUNICIPAL ALLIANCE COMMITTEE**

**WHEREAS**, there exists vacancies on the Municipal Alliance Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Members of Council of the Borough of Woodbine, in the County of Cape May, State of New Jersey, that the following appointments be made to fill the unexpired terms on the Municipal Alliance Committee as follows:

<u>Name</u>	<u>Term Expiration</u>
Louis Murray	12/31/15
Hector Cruz	12/31/15
Lt. Douglas Pearson	12/31/15
Evelyn Coleman	12/31/15
Larry Jones	12/31/15

On motion of Councilman Ortiz, seconded by Councilman Cruz to approve and adopt the foregoing resolution, unanimously carried.

On motion of Councilman Benson, seconded by Councilman Ortiz to approve and adopt the following resolution, unanimously carried.

**RESOLUTION NO. 2-22-2015**

**A RESOLUTION OF THE BOROUGH OF WOODBINE AUTHORIZING THE ACCEPTANCE OF CREDIT CARD PAYMENTS FOR THE COLLECTION OF TAXES AND MUNICIPAL COURT FEES IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENTAL ELECTRONIC AND ACCEPTANCE ACT N.J.S.A. 40A:5-43 ET SEQ.**

**WHEREAS**, in accordance with the Governmental Electronic Payment & Acceptance Act, NJSA 40A:5-43 et seq., the Department of Community Affairs, Division of Local Government Services has promulgated regulations, NJAC 5:30-9.1 et seq., authorizing municipalities to accept credit card payments in accordance with the provisions of the Administrative Code and in regard to transactions related to municipal court, pursuant to the Rules of the Court promulgated by the New Jersey State Supreme Court and regulations promulgated by the Administrative Office of the Courts; and

**WHEREAS**, in order for a municipality to accept credit card payments, a resolution must be adopted by the governing body authorizing the same and stating the type of obligations which can be paid by electronic receipt and the types of electronic receipt that will be permitted; and

**WHEREAS**, it is the desire of the Mayor and Borough Council to authorize the payment of municipal tax bills, municipal court fees and fines, bail and other fees, costs or payments associated with the operation of the municipal court; and

**WHEREAS**, it is the intention of the Mayor and Borough Council to authorize the Tax Collector's Office and the Municipal Court Office to accept payment by credit card for those fees, costs or other payments associated with that department as set forth above; and

**WHEREAS**, the utilization of credit cards for payment of these taxes, fees, costs or fines must be in accordance with the provisions of NJSA 40A:5-43 et seq., and NJAC 5:30-9.1, et seq., and in regard to the Municipal Court, in compliance with the Rules of Court adopted by the New Jersey Supreme Court.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF BOROUGH OF WOODBINE, as follows:

1. That the Tax Collector's Office is authorized to accept credit card payments for the payment of municipal tax bills and to require any processing fee to be paid by the payer.
2. That the Municipal Court Office is authorized to accept credit card payments for the payment of municipal court fees, fines, and such other payments that may be due to the Municipal Court.

3. That the use of credit cards for payment is subject to the provisions of NJSA 40A:5-43 et seq., and NJAC 5:30-9.1, et seq. In regard to the Municipal Court, these payments are subject to the provisions of NJAC 5:30-9.1 Directives of the Administrative Office of the Courts, as well as the Rules of Court adopted by the New Jersey Supreme Court, and such guidelines as the Supreme Court may adopt in regard to the acceptance of credit card payments for Municipal Court obligations.

4. That the Mayor and Clerk are authorized to execute any and all documents necessary to retain one or more processors in accordance with NJAC 5:30-9.1.

Mayoral Appointments:

Deputy Emergency Coordinators

Jeff Doran

Enriquez Rodriguez

At this time Councilman Benson made the nomination to re-appoint Barbara Prettyman and appoint Eduardo Ortiz to the Woodbine Municipal Utilities Authority. On motion of Councilman Cruz, seconded by Councilman Ortiz to re-appoint Barbara Prettyman and appoint Eduardo Ortiz to the Woodbine Municipal Utilities Authority, unanimously carried.

Unfinished Business: None

New Business: None

Engineer's Report: None

Solicitor's Report: None

Payment of Bills: On motion of Councilwoman Perez, seconded by Councilman Ortiz to approve the bills for payment, unanimously carried.

Public Comment: None

Adjournment: On motion of Councilman Ortiz, seconded by Councilman Cruz to adjourn, unanimously carried.

Respectfully submitted,

Lisa Garrison  
Borough Clerk

