

**BOROUGH OF FOLSOM  
COUNCIL MEETING  
MINUTES  
November 12, 2015**

**MEETING CALLED TO ORDER: 7:20PM**

**SALUTE TO THE FLAG LED BY Council President Kyle Smith**

**OPENING STATEMENT:** Adequate notice of this meeting has been given in accordance with the open public meeting act, pursuant to Public Law 1975, Chapter 231. Said meeting has been advertised in the Hammonton Gazette and has been posted on the Borough Hall bulletin board showing the time and place of said meeting.

**ROLL CALL:** Councilpersons: Smith, Jantz, Pagano, Arena, Veneziani and Gummoe

**Also present:** Attorney Fran Ballak and Engineer Gary Auer

**Absent:** Mayor DeStefano

**APPROVAL OF THE WORKSHOP MINUTES October 14, 2015**

A motion to approve the minutes was made by Councilwoman Veneziani and seconded by Councilman Pagano

There was a roll call vote with ayes all.

**APPROVAL OF THE MINUTES FROM October 14, 2015**

A motion to approve the minutes was made by Councilman Gummoe and seconded by Councilman Pagano.

There was a roll call vote with ayes all.

**APPROVAL OF THE EXECUTIVE MINUTES FROM October 14, 2015 (Ferris)**

A motion to approve the minutes was made by Councilwoman Veneziani and seconded by Councilman Gummoe

There was a roll call vote with ayes all with the exception of Councilman Pagano's abstention

**APPROVAL OF THE EXECUTIVE MINUTES FROM October 14, 2015( Tort Claim)**

A motion to approve the minutes was made by Councilman Arena and seconded by Councilman Jantz.

There was a roll call vote with ayes all.

**MEETING OPEN TO PUBLIC: NO COMMENTS**

## **CLERKS CORRESPONDENCE:**

Ms. Gatto reported that the Borough had 1,783 pounds of documents shredded on our annual Shred Day.

Borough Hall Offices will be closed on Thursday, November 26<sup>th</sup> and 27<sup>th</sup> in observance of Thanksgiving.

The Annual Christmas Tree Lighting will be held on December 3rd, 2015 starting at 7:00PM.

## **ORDINANCES: (Introduction/First Reading)**

### **AN ORDINANCE FOR THE BOROUGH OF FOLSOM, NEW JERSEY TO AMEND, SUPPLEMENT AND REVISE ORDINANCES AND RESOLUTIONS OF THE BOROUGH OF FOLSOM REGARDING THE USE OF THE ATHLETIC FIELDS**

**WHEREAS**, the Borough of Folsom previously passed ordinance 01-2010 which established a permit and fee requirement for the use of the Borough athletic fields; and

**WHEREAS**, the Borough of Folsom thereafter passed ordinance 04-2014 which was an ordinance amending ordinance 01-2010 to increase fees; and

**WHEREAS**, the Borough of Folsom passed resolution 2015-51 which established a procedure for administration of the use of the athletic field within the Borough; and

**WHEREAS**, the Borough of Folsom wishes to modify the above ordinances and resolution.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Mayor and Council of the Borough of Folsom, County of Atlantic, State of New Jersey, as follows:

#### **SECTION I. Permit:**

(a) The Borough athletic and recreational facilities can be utilized through the issuance of a permit obtained from the Borough Clerk. Teams and leagues that are not under the direction of the Folsom Athletic Association (FAA), including any travel teams must apply for and be issued a permit in order to use Borough facilities. A permit shall remain valid for a one year period from January 1 through December 31 of the respective year it is issued. Proof of insurance acceptable to the Borough must be provided with a permit application and the applicant must execute the Borough's form of indemnity and hold harmless Agreement. The decision of whether or not to issue a permit shall be at the discretion of the Parks and Recreation Committee for the Borough of Folsom which shall take into consideration the impact and wear and tear upon the fields by the applicant, the capacity for the fields to handle increased use, the ability to make available the fields taking into consideration such are primarily for use by the FAA and other local youth teams and organizations in which children from Folsom participate in. The applicant is responsible for the condition of the Borough facility and it must be left in the same condition as it was prior to the use. The Borough of Folsom will cut the grass and drag the fields. The FAA will be responsible for lining the fields and ensuring the fields are kept clean and free of trash.

(b) The Folsom Athletic Association shall handle all scheduling for the use of the athletic fields. The Borough of Folsom reserves and maintains the right to withhold, suspend, revoke or otherwise terminate the issuance of any permit for use of the athletic fields to any permittee.

## **SECTION II. Permit Fee:**

The permit application must specify the intended use. The annual permit application fee is \$400.00. There is an additional charge for the use of lights of \$100.00 each time, to be paid in addition to the permit fee. The applicant must remit payment of the permit fee when the application is submitted; there are no refunds or return of the fee or any portion of the fee.

## **SECTION III. Non-Profit Organizations:**

For all Borough civic, charitable, fraternal, philanthropic and religious not-for-profit organizations, holding a tax exempt status under the Federal Internal Revenue Code, and which have their office or principal place of business in the Borough, the permit fee will be waived for daytime use and only the charge for lighting must be paid.

## **SECTION IV. Insurance Requirements:**

Applicant must provide with the application for a permit, a certificate of insurance from an insurance carrier naming the Borough as an additional insured and providing minimum liability limits as follows:

- (1) Minimum liability limit of \$500,000;
- (2) Aggregate limit of \$1,000,000.

## **SECTION V. Effective Date:**

This Ordinance shall take effect immediately upon final adoption and publication as required by law.

**NOTICE IS HEREBY GIVEN** that the foregoing Ordinance was introduced and passed on the first reading at a regular meeting of the Borough Council in the Borough of Folsom, County of Atlantic and State of New Jersey, held on November 12, 2015. Said Ordinance was approved for final adoption at a public hearing held in the Borough of Folsom Municipal Building, 1700 12<sup>th</sup> St., Folsom, NJ on December 8, 2015 at 7:00 P.M.

A motion to approve was made by Councilman Arena and seconded by Councilwoman Veneziani

Smith-Y Jantz-Y Pagano-N Arena-Y Veneziani-Y Gummo-Y

## **ORDINANCE NO. 08-2015**

### **AN ORDINANCE FOR THE BOROUGH OF FOLSOM, COUNTY OF ATLANTIC, STATE OF NEW JERSEY TO VACATE AND RELEASE FROM DEDICATION A PORTION OF 4<sup>TH</sup> ROAD AND 13<sup>TH</sup> STREET**

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Council of the Borough of Folsom, County of Atlantic and State of New Jersey that:

**SECTION I.** The following portion of the street located and situated in the Borough of Folsom, County of Atlantic and State of New Jersey, to wit those portions of 4<sup>th</sup> Road and 13<sup>th</sup> Street which are in within the boundary limits of the property owned by Ferris Associates, LLC within the area identified as Block 1101, Lots 3, 4 and 5; Block 2104, Lots 3 and 5 and Block 2201, Lot 4, in accordance with N.J.S.A. 40:67-19, et seq, is and the same is hereby VACATED by the said Borough and upon final enactment of this Ordinance, any and all public right and rights, except as hereinafter specified, having arisen or arising from said previous dedication as to the said street aforementioned described, are herewith by this Ordinance VACATED and said aforementioned street stand discharged there from all previous dedication and/or public right except as hereinafter specified, and the said streets aforementioned hereby stand released from said dedication.

**SECTION II.** The said aforementioned street having been previously dedicated but unaccepted paper street of the Borough of Folsom, is hereby VACATED by the Borough of Folsom because the council deems it necessary to vacate said street to wit: those portions of 4<sup>th</sup> Road and 13<sup>th</sup> Street which are in within the boundary limits of the property owned by Ferris Associates, LLC within the area identified as Block 1101, Lots 3, 4 and 5; Block 2104, Lots 3 and 5 and Block 2201, and release same from all previous dedication in the interest of furthering the health, welfare and safety of the general public.

**SECTION III.** And be it further ordained that this ordinance shall take effect and be in full force upon the fulfillments of all requirements of N.J.S.A. 40:49-6, 40:49-2 and 40:67-19, et seq and following twenty (20) days following final passage and publication as required by law.

A motion to approve was made by Councilman Gummoe and seconded by Councilman Arena

There was a roll call vote with ayes all with the exception of Councilman Pagano's abstention

**RESOLUTIONS:**

**RESOLUTION 2015-97**

**SHARED SERVICES AGREEMENT BETWEEN  
ATLANTIC COUNTY UTILITIES AUTHORITY  
AND  
BOROUGH OF FOLSOM  
FOR SOLID WASTE COLLECTION SERVICES**

This agreement, made this 12th of November, 2015 by and between the Borough of Folsom, a municipal corporation of the State of New Jersey with principal offices located at 1700 Route 54, Folsom, New Jersey 08037 (hereafter, the **BOROUGH**) and the Atlantic County Utilities Authority with offices located 6700 Delilah Road, Egg Harbor Township, New Jersey 08234 and a mailing address of PO Box 996, Pleasantville, New Jersey 08232-0996 (hereafter, the **AUTHORITY**), WITNESSETH:

WHEREAS, the **AUTHORITY** operates a recycling program, a yard waste composting facility, and a landfill for the disposal of solid waste; and

WHEREAS, N.J.S.A. 40:14B-49 empowers municipalities and utilities authorities to enter into contracts for the collection, disposal, recycling, processing and treatment of solid waste by means of the solid waste system of the utilities **AUTHORITY**, which term includes recycling facilities; and

WHEREAS, the **BOROUGH** and the **AUTHORITY**, by resolutions in the case of the **AUTHORITY** and Ordinance in the case of the **BOROUGH** duly adopted by their respective governing bodies, wish to enter an agreement pursuant to which the **AUTHORITY** will provide the following services as set forth below;

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. "Municipal solid waste" shall consist of "Type 10" solid waste as defined in N.J.A.C. 7:26-2.13(g)(1)(i) or any successor regulation governing the definition of municipal solid waste.

2. "Bulky waste" shall be defined, for purposes of this Agreement, as furniture, wood waste, textiles, carpeting (cut into four foot lengths) and other large items of waste material excluding electronics, metals, white goods, and tires. Small quantities of construction debris will be collected as bulky at the discretion and direction of the **BOROUGH**.

3. The **AUTHORITY** will provide all labor and equipment necessary to perform weekly solid waste collection every Monday throughout the **BOROUGH** to residences. Residents will be permitted to put out bulk items on their trash collection day. The **AUTHORITY** will not collect electronics and metal items as part of this agreement. In addition, the **AUTHORITY** will provide two (2) two cubic-yard containers and two (2) four cubic yard containers. These containers will be placed at the Folsom School, Municipal Building and the Public Works yard for the weekly collection of solid waste. If the collection day falls on a national (Federal) holiday, the collections will be performed as scheduled with the exception of Thanksgiving, Christmas and New Year's Day.

4. The **AUTHORITY** will forward statements to the **BOROUGH** on or before the second week of each month for collections made the preceding month, and the **BOROUGH** will pay all invoices within 60 days of presentation of the appropriate vouchers or other documentation necessary to process payment. All bills not paid within 60 days of presentation shall bear interest at the rate of 1 ½% per month (18% per annum) from the date of presentation until paid.

5. The **AUTHORITY** and the **BOROUGH** will cooperate in the development of advertisements and press releases. The **BOROUGH** shall take appropriate steps to advise residents of the following collection requirements, which must be met in order for the **AUTHORITY** to collect solid waste in the **BOROUGH**:

a. All solid waste should be placed curbside at least ten feet from traditional recyclables.

b. All materials are to be placed at the curb by 7:00 a.m. on each collection day.

8. If an event beyond the control of the **AUTHORITY** prevents collection on any scheduled collection day, the **AUTHORITY** shall endeavor to notify the **BOROUGH** as soon as

practicable. The **AUTHORITY** shall make the collection on a later date.

6. The **AUTHORITY** shall not be responsible for any contaminated material; any material that is improperly packaged for collection, or any material that is not at the curb at the time the **AUTHORITY** collection vehicle passes the residence. The **AUTHORITY** shall not be required to make more than one pass for each residence on any collection day.

7. The **AUTHORITY** will carry appropriate general liability, auto, and workers' compensation insurance covering its activities and employees. The general liability and automobile insurance shall be in an amount with policy limits not less than one million dollars. The **BOROUGH** shall be named as an "Additional Insured." Said insurance shall be primary to any insurance owned by the **BOROUGH**. The **AUTHORITY** shall provide a certificate of insurance to the **BOROUGH** prior to the commencement of this Agreement. Said certificate shall state that the insurance cannot be cancelled without at least 10 days written notice to the **BOROUGH**. The parties acknowledge that the **AUTHORITY** is an independent contractor and not an agent of the **BOROUGH** in conducting activities hereunder.

8. The term of this Agreement is from November 23, 2015 to November 24, 2020. The **BOROUGH** will pay the **AUTHORITY** as follows:

**Year 1 Cost- November 23, 2015-November 24, 2016 = \$52,000.00**  
**Year 2 Cost- November 23, 2016-November 24, 2017 = \$52,700.00**  
**Year 3 Cost- November 23, 2017-November 24, 2018 = \$53,500.00**  
**Year 4 Cost- November 23, 2018-November 24, 2019 = \$54,300.00**  
**Year 5 Cost- November 23, 2019-November 24, 2020 = \$55,100.00**

This Agreement may be terminated at any time by either party, with or without cause, by 90 days written notice to the other party.

9. The **AUTHORITY** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **BOROUGH** it's governing body, it's officers, agents and employees, from

and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, directly by reason of or in consequence of or in connection with any act or omission of the **AUTHORITY** in connection with its rights and obligations pursuant to this Agreement. The **AUTHORITY** represents and warrants that it shall keep in force appropriate auto and general liability insurance coverage's for the duration of this Agreement and shall provide proof of same to the **BOROUGH** upon request. The obligations of the **AUTHORITY** to indemnify the **BOROUGH** under this Paragraph shall not be limited or defined by the terms or policy limits of any insurance. Similarly, the **BOROUGH** hereby agrees to indemnify and keep indemnified, and hold and save harmless the **AUTHORITY**, it's Commissioners, Officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them directly by reason of or in consequence of or in connection with any act or omission of the **BOROUGH** in connection with its rights and obligations pursuant to this Agreement. Notwithstanding the undertakings of this Paragraph, however, if either the **BOROUGH** or the **AUTHORITY** shall be physically or legally prevented from performing their obligations under this Agreement, neither shall have any liability to the other for monetary damages.

10. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations made prior hereto. No modifications to this Agreement shall be valid unless in writing and adopted by resolution or ordinance of the respective governing bodies of the **BOROUGH** and the **AUTHORITY**.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year set forth above.



A motion to approve Resolution #2015-97 was made by Councilman Pagano and seconded by Councilman Gummoe

There was a roll call vote with ayes all

**SOLICITOR REPORT: None**

**FIRE CHIEF REPORT: None**

**ENGINEER'S REPORT:**

**2014 Community Development Block Grant Funding - ADA Access Project**

A preconstruction meeting was held earlier this week with the contractor for the project along with representatives from the ACIA, Kline Construction, Ron Esposito from the Borough Parks Commission and Councilmen Smith and Arena.

Kline Construction is expected to begin work on November 23rd with the working taking approximately 3 to 4 days.

The project provides for the installation of ADA compliant walkways and parking areas at the 13th Street recreation complex, the Borough public works facility, and South River Drive Park.

**FY15 State Aid Project - 8th Street**

The contractor for the project, Arawak Paving, initiated the project last week and completed all the paving and shoulder restoration. The stripping is scheduled to be completed within the next week.

**FY16 State Aid Project - 14th Street**

Our office completed the application for the submission of the Municipal Aid FY 2016 grant last month. The application was for the reconstruction of 14th Street from the end of Phase I up to Mays Landing Road. Due to the length of the project we may need to split the project into two phases depending on the amount of the Aid granted. We would expect to hear on the amount of the funding in May 2016.

**South Jersey Gas Main Repair - 14th Street**

We received a report of a developing sink hole along the edge of 14th Street between Mays Landing Road and the Hammonton municipal border late last week from Mr. LaPollo. We were able to determine that the sinkhole was created by the installation of a new two-inch high pressure gas main along the shoulder of the road a few weeks ago. During the installation South Jersey Gas ran the new main through an existing concrete stormwater pipe, creating a hole in the top of the pipe which allowed the sink hole to develop.

Our office immediately notified the contractor for South Jersey Gas and they responded later that same day, completing the repair and relocated the gas main around the stormwater pipe.

**MAYOR'S REPORT: Absent**

**COUNCIL MEMBER'S REPORTS:**

**Councilwoman Veneziani:** reported that the Finance Committee met this month and will be meeting again in December to work on the 2016 Budget. Councilwoman Veneziani reported that the Republican Fire Party donated a Christmas wreath to the Borough to replace the one that was stolen last year. Councilwoman Veneziani wished everyone a Happy Thanksgiving.

**Councilman Kyle Smith:** thanked everyone who came out and voted on November 3, 2015 and wished everyone a Happy Thanksgiving.

**Councilman Ken Jantz:** reported that he is canvassing town looking for streetlights that are out and asked residents to report any street lights outages to Borough Hall or go to the Borough Website and follow the link to report outages.

**Councilman Ben Pagano:** thanked residents for coming out to vote. Councilman Pagano congratulated Mayor DeStefano and Councilman Smith and Gummoe on the election. Councilman Pagano reminded residents to use caution with the leaves out. Councilman stated that the men are out working hard to get all the leaves picked up. Councilman Pagano stated that this time of year the deer are out so please use caution. Councilman Pagano reported that the handicap accessible work has started in our parks. Councilman Pagano wished everyone a Happy Thanksgiving.

**Councilman Charlie Arena:** reported from Parks & Rec that the split rail fence work has begun at the 13<sup>th</sup> Street Park this week. Councilman Arena asked for volunteers on November 21, 2015 for 14<sup>th</sup> Street clean up. Councilman Arena reported that at the Parks & Rec meeting they discussed the 2016 goals which includes repairing the softball field drainage issue. Councilman Arena thanked Superintendent of Public Works John LaPollo and Ron Esposito from Parks and Rec for standing out in the rain to survey the drainage problem.

**Councilman Byron Gummoe:** reported that the ACUA will be collecting the solid waste now and not Waste Management. Waste Management will continue to pick up recyclables. Councilman Gummoe reminded residents to place trash out after 6:00PM the day before or by 6:00am trash day. Please bring trash cans in as soon as possible.

**PUBLIC COMMENTS OR QUESTIONS ON COUNCIL MEMBER REPORTS ONLY:**

A representative from the Atlantic County Utilities Authority (Inaudible) stated that he looks forward to working with the Borough.

(Inaudible)

**PAYMENT OF BILLS IN THE AMOUNT OF: \$198,608.20**

A motion to approve payment was made by Councilman Pagano and seconded by Councilwoman Veneziani

Folsom is participating in a **Multi-Jurisdictional Hazard Mitigation Plan**. A HMP is a living document that communities use to reduce their vulnerability to hazards. To

inform and engage the public and other local and regional stakeholders in the planning process, a hazard mitigation planning website has been developed and can be visited at: [www.aclink.org/PDM/](http://www.aclink.org/PDM/).

Mayor DeStefano reminded the public that all other monthly reports are on file in the minute book and to please visit the Borough website with updated information along with the Folsom Borough Facebook Page.

The next regular meeting of Mayor and Council will be held on Wednesday, December 9, 2015 starting with a half hour workshop meeting at 6:30 pm and continuing with the regular meeting at 7:00 pm in Borough Hall, 1700 12<sup>th</sup> Street, Folsom, NJ

With no other discussion the meeting was adjourned at 7:38PM with ayes all.

Respectfully submitted,

Patricia M. Gatto  
Municipal Clerk