

Nadine Lockley

From: Hernandez Jennafer <downtwpctc@comcast.net>
Sent: Friday, October 06, 2017 10:48 AM
To: accu; Nadine Lockley
Subject: OPRA Request Downe Township tax file
Attachments: 0604txsr.zip



State of New Jersey
Township of Downe
GOVERNMENT RECORDS REQUEST FORM

due
10/19

COPY

REC'D BY: Nicole Martlett

DATE: 10/10/17

Important Notice

The reverse side of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information - Please Print

First Name BERNIE MI _____ Last Name SAIERS
Company SELF
Mailing Address P.O. BOX 299
City NEWPORT State NJ Zip 08345 Email BER312@GMAIL.COM
Business Hours Telephone: Area Code 267 Number 449-5249 Extension _____
Preferred Delivery: Pick Up ☒ US Mail _____ On Site Inspect _____
Circle One: Under penalty of N.J.S.A. 2C:28-3, I certify that I HAVE ~~HAVE NOT~~ been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.
Signature Bernie Saiers Date OCT 10, 2017

Payment Information

Maximum Authorization Cost \$ _____
Select Payment Method
Cash _____ Check _____ Money Order _____
Fees: 5¢ per page - letter size
7¢ per page - legal size
CD's/Tape: \$0.50 each
Delivery: Delivery / postage fees additional depending upon delivery type.
Extras: Extraordinary service fees dependent upon request.

Record Request Information: To expedite the request, be as specific as possible in describing the records being requested. Also, please include the type of access requested (copying or inspection), and if data, the medium requested.

1- COPY OF RESOLUTION R-99-2017
2- COPY OF RESOLUTION R-103-2017

AGENCY USE ONLY

Est. Document Cost _____
Est. Delivery Cost _____
Est. Extras Cost _____
Total Est. Cost _____
Deposit Amount _____
Estimated Balance _____
Deposit Date _____

AGENCY USE ONLY

Disposition Notes
Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

In Progress - Open _____
Denied - Closed _____
Filled - Closed _____
Partial - Closed _____

AGENCY USE ONLY

Tracking Information

Tracking # _____ Total \$0.80
Rec'd Date _____ Deposit _____
Ready Date _____ Balance Due _____
Total Pages _____ Balance Paid \$0.80

Records Provided

Please see all requested documents.

Nadene Lockley 10/18
Custodian Signature Date



**TOWNSHIP OF DOWNE
CUMBERLAND COUNTY, NEW JERSEY**

	YES	NO	ABSTAIN	ABSENT
Bart, E.				
Byrne, S.				
Jordan, L.				
Rothman, M.				
Campbell, R.				

Resolution Number: R-103-2017
Dated: October 9, 2017
Offered By:
Seconded By:

**THIS IS A RESOLUTION AUTHORIZING THE ADOPTION OF A SHARED
SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF DOWNE AND THE COUNTY
OF CUMBERLAND**

WHEREAS, the Township of Downe and the County of Cumberland, collectively known as the parties, recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination rather than separately; and,

WHEREAS, under the "Uniform Shared Services and Consolidation Act of 2007" ("Act") revised in 2013 at Title 40A: Municipalities and Counties, more specifically cited as Section 40A:65-1 et seq., the Township may enter into an Agreement under the Act outlining understandings of the parties;

WHEREAS, the Township of Downe is desirous of constructing and financing a sewer treatment plant for areas in the beach communities of the Township; and,

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Downe, County of Cumberland and State of New Jersey that the Shared Services Agreement in a form as is annexed, a true and correct copy which is annexed hereto, is hereby authorized to be executed on behalf of Downe Township by the Mayor or Clerk and such steps as may be reasonably required

to be taken in order to effectuate the form of Agreement are also hereby authorized by this Resolution.

THIS RESOLUTION was adopted by the Township Committee of the Township of Downe on October 9, 2017.

ATTEST:

Nadine Lockley, Acting Clerk

Robert G. Campbell, Mayor

CERTIFICATION

The undersigned, Clerk of the Township of Downe, does hereby certify that the foregoing is a true copy of a Resolution adopted by the Downe Township Committee at its Regular Meeting held October 9, 2017.

Date

Nadine Lockley, Acting Clerk



**TOWNSHIP OF DOWNE
CUMBERLAND COUNTY, NEW JERSEY**

	YES	NO	ABSTAIN	ABSENT
Bart, E.				
Byrne, S.				
Jordan, L.				
Rothman, M.				
Campbell, R.				

Resolution Number: R-99-2017
Dated: October 9, 2017
Offered By:
Seconded By:

**RESOLUTION EXPRESSING OPPOSITION TO LEGISLATIVE
PROPOSALS REGARDING THE OPEN PUBLIC MEETINGS ACT AND
OPEN PUBLIC RECORDS ACT**

WHEREAS, the New Jersey Senate budget and Appropriations committee took action on Senate Bill Nos. 1045 and 1046, which amend the Open Public Meetings Act and Open Public Records Act, respectively, on June 29, 2017; and

WHEREAS, the Committee released the bills to the full Senate without recommendation because the bills are unnecessary, unpopular with the public, and would result in significant financial and administrative burdens on municipalities; and

WHEREAS, the bills fail to adequately protect taxpayers, municipalities and, especially, municipal clerks from abusive, harassing, and purposefully confrontational individuals who submit voluminous request for no legitimate reason; and

WHEREAS, the legislation would expand the Open Public Meeting Act to create impractical and burdensome requirements with respect to subcommittees and working groups established by the entire governing body, which would effectively limit the ability of small groups of local officials discussing issues of public concern for the purposes of informing the governing body; and

WHEREAS, under the bills, the responsibilities of municipal clerks, who the Legislature has already loaded with responsibilities beyond the scope of their office, would be stretched even further than current law requires without a single dollar of additional resources provided to, or authorized to be collected by, municipalities; and

WHEREAS, the bills would impose a financial burden on municipalities that would not be offset by a revenue source other than the property tax, making the bills unfunded mandates prohibited by the New Jersey Constitution; and

WHEREAS, some municipalities are more equipped than others to meet the burdens that would be imposed by Senate Bill Nos. 1045 and 1046, however, without assistance of any kind from the States or the courts, every municipality would be on its own to meet the myriad new requirements of the law.

NOW THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Downe, that the Legislature is strongly urged to reject Senate Bill Nos. 1045 and 1046 and draft new legislation to modernize OPRA and OPMA while providing municipalities and clerks with the resources to effectuate these changes for the benefit of the public.

BE IT FURTHER RESOLVED, that a certified copy of the Resolution be filed with the legislative sponsors of Senate Bill Nos. 1045 and 1046 and Assembly Bill Nos. 2697 and 2699, the Speaker of the General Assembly, the President of the Senate, and the Governor, and all parties are urged to listen to the concerns of local officials and prevent Senate Bill Nos. 1045 and 1046 from becoming law.

THIS RESOLUTION was adopted by the Township Committee of the Township of Downe on October 9, 2017.

ATTEST:

Nadine Lockley, Acting Clerk

Robert G. Campbell, Mayor

C E R T I F I C A T I O N

The undersigned, Clerk of the Township of Downe, does hereby certify that the foregoing is a true copy of a Resolution adopted by the Downe Township Committee at its Regular Meeting held October 9, 2017.

Date

Municipal Clerk

SHARED SERVICES AGREEMENT

BETWEEN

COUNTY OF CUMBERLAND

AND

THE TOWNSHIP OF DOWNE

This agreement is made this day of , 2017, by and between the County of Cumberland, a body corporate, organized and existing under the Laws of the State of New Jersey having its principal offices at 164 West Broad Street, Bridgeton, New Jersey 08302 (hereinafter referred to as “the County”) and the Township of Downe, a municipal entity of the State of New Jersey, having its principal offices located at the Municipal Complex, 288 Main Street, Newport, New Jersey 08345 (hereinafter referred to as “Downe”).

WHEREAS, the parties recognize the benefits and economies to be achieved by utilizing shared services for the performance of services that can be done more efficiently in combination rather than separately; and

WHEREAS, this agreement is authorized pursuant to the Uniformed Shared Services Consolidation Act, N.J.S.A. 40A:65-1, et seq. to enter into a shared service agreement with any

other local unit to provide or receive any service that each local unit could perform on its own;
and

WHEREAS, Downe desires to construct and finance a sewer treatment plant for areas of Downe Township including the Bayside Community of Fortescue and Gandy's Beach. The County, Downe and the State of New Jersey (hereinafter referred to as State"), Department of Environmental Protection (hereinafter referred to as "Department") either have or are contemplating entering into a Memorandum of Agreement with respect to which the State is willing to extend funding for the construction of a sewage treatment and correction system for the communities of Fortescue and Gandy's Beach. Pursuant to that Memorandum of Agreement, the County would be obligated as a guarantor of all monies loaned or extended to Downe which must be repaid to the State or the Department through the Environmental Infrastructure Trust Fund or from any other source; and

WHEREAS, among other things, the State is willing to extend a One Million (\$1,000,000.00) Dollar loan to Downe which would be guaranteed by the County which would be used for design and permitting activities; in the event that the package plant is built in a timely fashion and approved by the Department, then the agreement provides a \$2.5 Million Dollar forgiveness which would be allowed against the overall financing provided in connection with the design, engineering, construction and permitting of the project; and

WHEREAS, all of the aforesaid amounts are intended to be guaranteed to be repaid to the State and/or Department by the County; accordingly, the County and Downe are entering into this shared services agreement with respect to the guarantee of financing and funding extended to Downe and/or the County with respect to the aforesaid project and to set forth additional terms and conditions on which Downe and the County have agreed to work cooperatively with respect

to the financing, construction, operation and guarantee of repayment of indebtedness with respect to the sewage collection and treatment plant which is contemplated by the Memorandum of Agreement between the parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and understandings between the parties, it is agreed as follows:

1. Downe does agree and commit to repaying all financing generated by the County to the State or the Department with respect to any funding or financing in connection with the aforesaid project.

2. Downe shall pass an ordinance irrevocably pledging the general taxing authority and power of the township to generate funding, to the extent necessary, in order to repay the County with respect to any and all amounts which the County shall be obligated to pay to the State or to the Department, directly or indirectly through the Environmental Infrastructure Trust Fund or otherwise which has been loaned or extended to Downe or the County in order to finance any or all of the project described in this agreement.

3. First and foremost, Downe shall manage the connection fees and monthly, quarterly or annual service charges as the case may be from users of the sewage system in Fortescue and Gandy's Beach to liquidate the indebtedness and shall provide monthly or quarterly reports as requested by the County as to the receipts, expenses, indebtedness, salaries and wages and any and all other financial information that the County may request with respect to the operation of the sewage treatment and collection system intended to be constructed to service the communities of Fortescue and Bayside.

4. The County, for purposes of this agreement, is acting as a guarantor of the funding advanced to Downe and/or the County with respect to the aforesaid project. As such, the

County shall be treated as a secured creditor and Downe agrees to sign financing statements, security agreements or such other documentation as will verify, ratify and confirm the County's status as a secured party with regard to the assets of the sewage treatment and collection system such that the County shall be in a priority secured position in the event that Downe shall become unable or unwilling to repay to the State or Department, amounts which are sufficient to liquidate indebtedness which has been borrowed and for which the County is liable to guarantee, as a secured creditor, securing the assets of the collection and treatment system as collateral for the indebtedness guaranteed by the County.

5. The County agrees that it shall provide such guidance, and services to Downe as may be reasonably required to assist with regard to the accounting, financing and operation of the sewage treatment and collection system in order to insure that the finances, accounting and operation are being operated consistent with generally accepted accounting and operating principles or requirements including, but not limited to, the Local Finance Act.

6. Downe shall file all reports and meet all requirements imposed by the New Jersey Department of Environmental Protection (NJDEP) with respect to the operation of the system and Downe shall be solely responsible for any fines, penalties or costs which are not loans for which the County has agreed to be responsible as a guarantor. All fines, penalties or other costs with respect to the operation of the sewage treatment and collection system shall be solely the responsibility of the township.

7. Downe agrees that it will have a qualified operator operate the system and the County shall be consulted and approve of the operator of the system to insure that the system is being properly operated according to State requirements and regulations. In the event that the qualified operator of the sewage treatment and collection system is no longer working with or for

Downe or intends to cease employment or working for Downe with respect to the system, then Downe shall give notice to the County of any replacement as an operating system shall be approved by the County before the appointment shall be made.

8. Downe agrees that it will make payments to the County as required under all loan documents with copies of payments or a confirmation of payments being made provided to the County simultaneously with the payments being made to the State.

9. In the event that Downe is delinquent with respect to any payment to the County, which delinquency shall remain due more than thirty (30) days after the date on which it shall fall due, the County reserves the rights as a secured creditor to take such action as it may deem advisable or appropriate with regard to preservation of the assets and collateral in order to protect its interests as a secured creditor and guarantor of indebtedness on behalf of Downe and the County. In the event that such action is necessary, the County shall pass a resolution authorized by a majority of its governing body and Downe agrees that unless the County shall exercise forbearance thereafter, that Downe shall cooperate with the County with regard to operation of the sewage collection and treatment facilities and shall cooperate with the County with respect to a turnover of books, records, materials, equipment know how and operational procedures such that so the County shall be enabled to operate the sewage treatment and collection system in the event that the County deems it necessary to do so.

10. All plans, permit applications and designs shall be submitted to the County by Downe or its consultants for review and approval by the County before submission by Downe to any regulatory body for approval.

11. The County agrees that it will provide such other assistance or guidance to Downe as may be reasonably requested and necessary to facilitate Downe's successful operation of the

aforesaid sewage treatment and collections system and to preserve the value and integrity of the assets of the sewage treatment and collection system that is intended under this agreement to provide treatment and collection services to the communities of Fortescue and Gandy's Beach.

12. The NJDEP has agreed to advance One Million (\$1,000,000.00) Dollars to initiate permit approval and design as well as a forgiveness of \$2.5 Million Dollars of principal (including the One Million (\$1,000,000.00) Dollar advanced funding) if the project is approved and is constructed. The County and Downe agree to work cooperatively and in good faith to have permitting approval and design and construction move forward expeditiously so that the promised \$2.5 Million Dollars of principal is given against the costs advanced or loaned by the State in connection with this project. In the event that monies or any part thereof are not forgiven, then Downe agrees to reimburse and pay to the County, such amount unless the failure or refusal to forgive any indebtedness or funding extension is due to the sole neglect on the part of the County.

13. The treatment and collection system shall be operated as part of Downe and shall not be operated as a utility, authority nor any independent, autonomous or semi-independent or autonomous body. The treatment and collection plant and system shall remain as part of Downe and be deemed part of Downe at all times pursuant to this agreement. If at any time, Downe shall attempt to remove the sewage collection and treatment system from Downe in any way shape or form, than this agreement shall be deemed breached.

14. It is agreed between Downe and the County that once the treatment plant and assets consisting of the collection system are constructed, that a security agreement identifying the location and nature of assets will be entered into between Downe and the County and that the County, in its discretion, shall be entitled to prepare financing statements, UCC-1s or any other

security agreement deemed by the County to be sufficient to protect its interests as a secured creditor, and to have such agreement or agreements recorded in preservation thereof. Downe agrees to cooperate with the County concerning property descriptions, maps, as-built plans or other information that is needed in order to perfect the County's security interest in the equipment and assets which are the subject of this agreement.

15. Downe shall indemnify and shall hold the County, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed for or on behalf of Downe under the terms of this Shared Services Agreement.

16. The County shall indemnify and shall hold Downe, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed by their employees.

17. At all times during the term of this Shared Services Agreement, the County shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, fire, casualty, all-risk and comprehensive general liability insurance with respect to this Agreement the parties shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and Downe as an additional insured. Each,

at the request of the other, shall provide a copy of any and all certificates of insurance upon request.

18. Downe shall not be liable for injury or damage to any person or property unless it is due to Downe's gross negligence or intentional misconduct. The County shall be liable for any loss, injury or damage to any person or property caused by the act or omission of the County's employees or agents. The County shall defend Downe from and reimburse Downe for all liability and costs (including reasonable attorneys' fees) resulting from any injury or damage due to the acts or omission of the County or County's employees or agents.

19. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between Downe and the County arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding arbitration.

During mediation proceedings, Downe and the County shall continue to perform the services described in this agreement.

Prior to either party submitting a demand for mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- a). five (5) business days after the other party has provided it's written response to the aggrieved party's notice of dispute;
- b). 30 days have passed after submission of the original, written claim by the aggrieved party and the other party have not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further

consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

20. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

21. Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

22. If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, any party may submit the dispute to the Superior Court of New Jersey, Cumberland County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

23. In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

24. No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either Downe or the County, in his or her individual

capacity, and neither the officers, agents or employees of Downe and the County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

25. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

26. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.

27. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

29. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

30. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

31. This agreement shall become effective on the date of execution

and shall remain in effect pursuant to N.J.S.A. 40A:65-7(4).

32. In the event that any of the parties wish to discontinue this agreement, it may be cancelled on 180 days written notice to the other party.

33. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

34. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

32. Each party to this agreement is duly authorized to enter into and execute this Agreement which has been authorized by a Resolution of the parties respective governing body.

ATTEST

COUNTY OF CUMBERLAND

Ken Mecouch, Clerk to the Board

Joseph Derella, Freeholder Director

ATTEST

DOWNE TOWNSHIP

Nadine Lockley, Acting Clerk

Robert Campbell, Mayor

Nadine Lockley

From: Hernandez Jennafer <downetwpctc@comcast.net>
Sent: Friday, October 13, 2017 11:25 AM
To: accu; Nadine Lockley
Subject: OPRA Downe Township Tax File
Attachments: 0604txsr.zip

Response provided
Online 10/23/17
unef

Nadine Lockley

From: Larry Higgins <opra@njpropertyrecords.com>
Sent: Friday, October 20, 2017 5:02 PM
To: downetwpcclerk@comcast.net
Subject: OPRA Request (0604.CUMBERLAND_DOWNE TWP)
Attachments: 0604.CUMBERLAND_DOWNE TWP.pdf

Note for clerk: Please discuss this request with your engineering department as they will be the BEST source for the requested documents and information.

The clerk or engineer can fulfil this OPRA easily by visiting our website

www.StateInfoServices.com/opra

We've built this website to avoid sending large files by email, CD, USB, etc. It's a drag/drop file operation and there's no restriction on the file size. You do not need to register or login. You'll receive an email after successfully uploading all the requested files and information so you can close the OPRA request.

You can also submit all the requested information & documents by email if you'd like.

Requested Information:

1.a) A complete set of your municipalities **MOST CURRENT** tax maps. **Note:** If your tax maps are on your website, please provide the direct link and CONFIRM they are the most current maps available.

1.b) The date the tax maps were last modified/updated.

1.c) The approximate date to check back for newer/updated tax maps. **Note:** If there's currently no plans on updating the maps anytime soon, please mention that to us.

2.a) The **MOST CURRENT** municipality zoning map(s). **Note:** If your zoning map(s) are on your website, please provide the direct link and CONFIRM they are the most current map(s) available.

2.b) The date the zoning map(s) was last modified/updated.

2.c) The approximate date to check back for newer/updated zoning map(s). **Note:** If there's currently no plans on updating the map(s) anytime soon, please mention that to us.

3.a) What is the Engineers Company Name, Email, and Phone Number?

NOTE: Fulfil this OPRA easily by visiting our website www.StateInfoServices.com/opra

If you have any questions, please email OPRA@NJPropertyRecords.com –

PHONE CALLS WILL NOT BE ACCEPTED

Thanks,

Larry Higgins

OPRA@NJPropertyRecords.com

(<https://www.stateinfoservices.com>)

Complete the OPRA Request by answering the information below

[Get Access \(/membership\)](#)

Step 1.) Please select your County and

Municipality :

County

Municipality

Tax Map Data

Date the tax map(s) were last modified/updated:

The approximate date to check back for newer/updated tax maps:

0.3 MB	53.6 KB	36.6 KB	0.4 MB	24.1 KB
COVER.pdf	KEY 1.pdf	KEY 2.pdf	maps.docx	SHEET 1.pdf
23.8 KB	32.5 KB	38.1 KB	41.1 KB	37.7 KB
SHEET 2.pdf	SHEET 3.pdf	SHEET 4.pdf	SHEET 5.pdf	SHEET 6.pdf
32.5 KB	52.2 KB	45 KB	39.5 KB	38.2 KB
SHEET 7.pdf	SHEET 8.pdf	SHEET 9.pdf	SHEET 10.p...	SHEET 11.p...
24.7 KB	45.3 KB	25.7 KB	38.1 KB	28.5 KB
SHEET 12.p...	SHEET 13.p...	SHEET 14.p...	SHEET 15.p...	SHEET 16.p...
51.2 KB	48.5 KB	39.2 KB	42 KB	43.2 KB
SHEET 17.p...	SHEET 18.p...	SHEET 19.p...	SHEET 20.p...	SHEET 21.p...

(https://www.stateinfoservices.com)

SHEET 22.p...

SHEET 23.p...

SHEET 24.p...

SHEET 25.p...

Get Access (/membership)

40.9 KB

SHEET 27.p...

0.6 MB

SHEET 28.p...

0.5 MB

SHEET 29.p...

39.5 KB

SHEET 30.p...

31.3 KB

SHEET 31.p...

51.3 KB

SHEET 32.p...

38.1 KB

SHEET 33.p...

27.7 KB

SHEET 34.p...

Zoning Map Data

Date the zoning map(s) was last modified/updated: 2006-11-01

The approximate date to check back for newer/updated zoning map(s):

0.4 MB

ZONING MA...

Who's the Engineer?

Name: THOMAS TEDESCO

Email: tom@tedescoenq.com

Phone: (856) 453-1011

Submitted

**Note: If you have any questions, please email
OPRA@NJPropertyRecords.com (mailto:OPRA@NJPropertyRecords.com) -
Phone calls will not be accepted.**

Our Mission

(<https://www.stateinfoservices.com>)

Get Access (/membership)

It is important to note that the access charges required for this web site service are necessary to cover the expenses related to staff, hardware and software which are utilized to provide this service capability via the Internet. Provisioning for this service is not funded by any government entity, nor is this capability a requirement of the Open Public Records Act.



Contact Info

The property information displayed here is obtained from public records. State Information Services LLC makes no guarantees on the validity of the data presented. Although deemed reliable, information may not be accurate. Information should be independently confirmed and you use the information displayed here at your own risk.

✉ Support@StateInfoServices.com
(mailto:Support@StateInfoServices.com)

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📺 (<https://www.youtube.com/channel/UC3a2TUIJKsX9tk2FvMxUy50>)

📘 (<https://www.facebook.com/NJPropertyRecords/>)

🌐 (<https://www.linkedin.com/company/njpropertyrecords-llc>)

(/)

(/services)

(/membership)

(/contact)

Nadine Lockley

From: Hernandez Jennafer <downtwpctc@comcast.net>
Sent: Friday, October 27, 2017 6:00 PM
To: accu; Nadine Lockley
Subject: OPRA Downe Township tax file
Attachments: 0604txsr.zip



Township of Downe
GOVERNMENT RECORDS REQUEST FORM

REC'D BY: Nadine Roddy
DATE: OCT 30, 2017

due 11/8/17
COPY

Important Notice

The reverse side of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information - Please Print

First Name BERNIE MI Last Name SAYERS
Company SELF
Mailing Address P.O. Box 299
City NEWPORT State NS Zip 08345 Email cyber312@gmail.com
Business Hours Telephone: Area Code 267 Number 449-5249 Extension
Preferred Delivery: Pick Up X US Mail On Site Inspect
Circle One: Under penalty of N.J.S.A. 2C:28-3, I certify that I HAVE HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.
Signature Bernie Sayers Date OCT 30, 2017

Payment Information

Maximum Authorization Cost \$
Select Payment Method
Cash Check Money Order
Fees: 5¢ per page - letter size
7¢ per page - legal size
CD's/Tape: \$0.50 each
Delivery: Delivery / postage fees additional depending upon delivery type.
Extras: Extraordinary service fees dependent upon request.

Record Request Information: To expedite the request, be as specific as possible in describing the records being requested. Also, please include the type of access requested (copying or inspection), and if data, the medium requested.

- 1-2 COPIES OF CD/DVD AUDIO FROM SPECIAL TOWNSHIP COMMITTEE MEETING DATED OCTOBER 2017
2- COPY OF ORDINANCE NO 2017-3
3- COPY "MEMORANDUM OF AGREEMENT" REFERENCED IN 2017-3
4- COPY "AN AGREEMENT CONTAINING VERBIAGE AS ANNEX BETWEEN COUNTY OF CUMBERLAND AND TOWNSHIP OF DOWNE"
5- COPY OF AN 4 AND ALL DOCUMENTS OR CORRESPONDENCE BETWEEN DOWNE TOWNSHIP AND THE NJ DEP AND/OR COUNTY OF CUMBERLAND.

AGENCY USE ONLY

Est. Document Cost
Est. Delivery Cost
Est. Extras Cost
Total Est. Cost
Deposit Amount
Estimated Balance

Deposit Date

AGENCY USE ONLY

Disposition Notes
Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.

In Progress - Open
Denied - Closed
Filled - Closed
Partial - Closed

AGENCY USE ONLY

Tracking Information

Tracking #
Rec'd Date
Ready Date
Total Pages

Final Cost

Total \$2.15
Deposit
Balance Due
Balance Paid

Records Provided

Custodian Signature

Date

Nadine Lockley

From: Bernie Sayers <cyber312@gmail.com>
Sent: Tuesday, October 31, 2017 9:29 AM
To: Nadine Lockley
Subject: OPRA request...

Nadine...

Please disregard item numbers 3, 4 and 5 of my OPRA request dated October 30, 2017.

I will resubmit in a more concise manner.

Thank you!

Bernie///



COPY

DOWNE TOWNSHIP
SPECIAL MEETING
OCTOBER 30, 2017
DISC 1

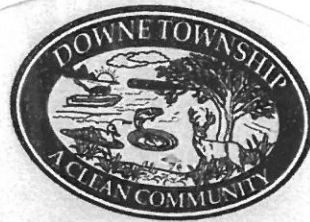


COPY

DOWNE TOWNSHIP
SPECIAL MEETING
OCTOBER 30, 2017
DISC 2

COPY

DOWNE TOWNSHIP
SPECIAL MEETING
OCTOBER 30, 2017
DISC 2



COPY

DOWNE TOWNSHIP
SPECIAL MEETING
OCTOBER 30, 2017
DISC 1

TOWNSHIP OF DOWNE
CUMBERLAND COUNTY, NEW JERSEY

ORDINANCE NO. 2017-3

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE
COUNTY OF CUMBERLAND AND DOWNE TOWNSHIP

WHEREAS, the Downe Township Committee is responsible for the handling of various Township matters to include the application with the NJDEP in partnership with the County of Cumberland seeking the permitting and construction of a sewer plant serving certain areas of the beach communities in Downe Township; and,

WHEREAS, the County of Cumberland seeks assurance of cooperation from Downe Township in the event initial or advanced seed money must be repaid to the State based upon the contemplated package plant project not being constructed for any reason; and,

WHEREAS, the Downe Township Committee contemplates that the only reason the Downe Township sewer project would not be built is lack of cooperation which is a facet of the Memorandum of Agreement between the County, NJDEP and the Township;

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Downe, County of Cumberland and State of New Jersey that an agreement containing verbiage such as is as annexed (incorporated herein by reference) between the County of Cumberland and the Township of Downe is hereby authorized to be executed on behalf of Downe Township;

AND, BE IT FURTHER ORDAINED, that the Downe Township Committee, on behalf of Downe Township, does hereby guarantee the repayment of funds which are to be paid or repaid to the State of New Jersey in the context of the Memorandum of Agreement between the Downe Township Committee, the New Jersey Department of Environmental Protection and the County of Cumberland for the design, permitting and construction of a package plant or package plants servicing sections of the bay shore communities of Downe Township, which reimbursement is hereby guaranteed, which reimbursement guarantee is for amount up to \$2.5 million of seed money and funding for design and permitting, together with all amounts due with respect to project funding through the Environmental Infrastructure Financing Program for capital costs, design and engineering fees, and other expenses associated with the project which are specifically guaranteed by the Township of Downe to

the County of Cumberland for repayment of such expenditures by virtue of pledge of the taxing authority of Downe Township irrevocably such that in the event a repayment is triggered, Downe Township does guarantee repayment of subject sums related to this project;

AND, BE IT FURTHER ORDAINED, that such further documents as may be reasonably required in order to carry out the intention of this agreement are authorized to be executed on behalf of Downe Township.

Section One. Repealer. All former Ordinances of the Township of Downe which are in conflict with the provisions contained in this Ordinance are hereby repealed upon the adoption of this Ordinance.

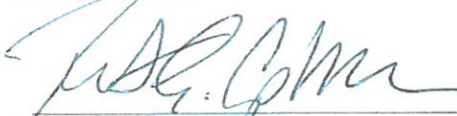
Section Two. Severability. If any part or parts of this Ordinance are held to be invalid for any reason such decision shall not affect the validity of the remaining portions of this Ordinance.

Section Three. This Ordinance shall take effect after final approval and publication as required by law.

DATE: October 9, 2017

TOWNSHIP OF DOWNE

BY:


Robert Campbell, Mayor


Nadine Lockley, Acting Municipal Clerk

STATE OF NEW JERSEY :
: ss
COUNTY OF CUMBERLAND :

Please take notice that the above Ordinance was adopted after a Public Hearing at a meeting of the Downe Township Committee on the 30th day of October, 2017 at the Downe Township Municipal Building in Newport, New Jersey.

ATTEST


Nadine Lockley, Acting Municipal Clerk

Adoption: First Reading: October 9, 2017

Publication on First Reading: October 27, 2017

Second Reading/ Public Hearing: October 30, 2017

Final Adoption: October 30, 2017