



State of New Jersey
Township of Downe
GOVERNMENT RECORDS REQUEST FORM

COPY due 11/8/17

REC'D BY: Nadine Lockley
DATE: October 30, 2017

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 Kary MI Last Name Wilson
Company
Mailing Address 93 Fortescue Road
City Newport State NJ Zip 08345 Email
Business Hours Telephone: Area Code 856 Number 447-3656 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 Kary Wilson Date October 27, 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- Twp Committee package contents for meetings held October 2017 (excluding resolutions)
- 2- Recording: CD or DVD of the Downe Twp. Committee Meeting held October 2017

Please provide electronic files in lieu of hard copies if available. Thank You.

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

Records Provided

Final Cost
Total \$2.00
Deposit
Balance Due
Balance Paid

Nadine Lockley 11/7/17
Custodian Signature Date

Established 1772



Nature lover's paradise

DOWNE TOWNSHIP COMMITTEE MEETING AGENDA
MONDAY, OCTOBER 9, 2017
MUNICIPAL COMPLEX – MEETING ROOM

CALL MEETING TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

STATEMENT BY PRESIDING OFFICER REGARDING COMPLIANCE WITH THE "OPEN PUBLIC MEETINGS ACT"

INTRODUCTION OF ORDINANCE #2017-3 - An Ordinance Authorizing the Execution of an Agreement Between the County of Cumberland and Downe Township

APPROVAL OF MEETING MINUTES

September 11, 2017 - Township Committee Meeting
September 11, 2017 - Executive Session Meeting

DEPARTMENTAL REPORTS

• Chief Finance Officer	September 2017
• Tax Collector	September 2017
• Zoning Officer	September 2017

MUNICIPAL SOLICITOR'S REPORT

RESOLUTIONS

- R-98-2017 *Authorizing the Payment of Bills*
- R-99-2017 *Resolution Expressing Opposition to Legislative Proposals Regarding the Open Public Meetings Act and Open Public Records Act*
- R-100-2017 *Resolution of the Downe Township Committee Relating to Enforcement of Ordinance 2.02 Concerning Regulation of Weeds and Trash Clean Up*
- R-101-2017 *Awarding Contract to Jerry and Son Excavating, Inc. for Paving of Russell Lane*
- R-102-2017 *Authorizing Executive Session*

CORRESPONDENCE

PUBLIC COMMENT - AUDIENCE PARTICIPATION

NOTE TO THE PUBLIC: Please stand, approach the microphone, state your name and address, and in five (5) minutes or less briefly state your comments to the Township Committee

COMMITTEE REPORTS

- **Campbell** Administration, Public Relations, Economic Development, Tax Offices, Grants, Construction Department and Engineering
- **Bart** Public Works, Waste Management and Road Department
- **Jordan** Township History, Public Safety, Township Owned Properties and Municipal Court
- **Byrne** Finance, Vital Statistics, Environment, Health Dept ., Animal Control and Recreation
- **Rothman** Education, Seniors, Environment, Recreation and Bayfront Coordinator

NEXT MEETING – Monday, November 13, 2017

ADJOURNMENT

**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: _____

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 _____ day of _____, 2017 at the Downe Township Municipal Building in Newport, New Jersey.

ATTEST

Nadine Lockley, Acting Municipal Clerk

Adoption: First Reading: _____

Publication on First Reading: _____

Second Reading/ Public Hearing: _____

Final Adoption: _____

Final Adoption:

Motion By: _____

Seconded: _____

Aye: _____ Nay: _____

Abstain: _____

DOWNE TWP. ZONING/HOUSING REPORT September 2017

Activity	Topic of Activity	Action	Date	Location	Name	Fee
CO and Fire	Inspection	failed	09/14/17	B 1 L 1 200 Cove	Papiano	\$0.00
CO and Fire	Inspection	failed	09/14/17	B 93 L 9 285 NJ Ave	Berry	\$0.00
Zoning Permit	rear deck	app'd	09/28/17	B 42 L 2 990 Main	Levenknight	\$15.00
Yearly Rental Registration						
Letters and Correspondence						
CC-Planning	review	copy rec'd	9/7/2017	B 33 L 4 - US Silica	no review req'd ltr	
Hall	Occ'p'y Clarification	ltr	9/7/2017	B 13 L 11 - 6 Fortescue	letter sent	
Davis	ord 2.02 notice	follow up	9/14/2017	B 15 L 4 - 322 Methodist	ltr rec'd	
Davis	ord 2.02 notice	review	9/14/2017	B 15 L 4 - 322 Methodist	yard not clean. Ltr sent	
Scherzer	ltr received	responded	9/14/2017	B 76 L 14 130 Newport A	letter sent	
Morrissey	email rec'd	filed	9/14/2017	B 81 L 4 207 Pa Ave	dispute with neighbor	
Morris	phone call rec'd	phoned	9/14/2017	B 81 L 4 207 Pa Ave	dispute with neighbor	
McGinley	Cease and Desist	ltr	9/14/2017	B 94 L 10 - 313 NJ Ave	notice issued	
Lambert	no CO sale	ltr rec'd	9/14/2017	B 93 L 9 285 NJ Ave	AS is sale - no co	
McGinley	follow up	phone call	9/21/2017	B 94 L 10 - 313 NJ Ave	owner called	
Hall	Occ'p'y follow up	visit	9/21/2017	B 13 L 11 - 6 Fortescue	they will get tests and co	
McGinley	Follow Up	ltr rec'd	9/28/2017	B 94 L 10 - 313 NJ Ave	submitted. No new const	
Co Health Dept	copy septic approval	ltr	09/28/17	B 74 L 15,16 - 172 NJ	Broomall	
Yearly Rental Registration						
Zoning Permits						\$ -
CCO Fees						\$ 15.00
FEES COLLECTED						\$ -
						\$ 15.00
Zoning Officer			9-28-17			
	Scott Burnley		Date			

OCEANFIRST BANK

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUNE</u>	<u>JULY</u>	<u>AUG</u>	<u>SEPT</u>
CAPITAL IMPROVEMENT	\$ 56.75	\$ 51.27	\$ 56.77	\$ 57.41	\$ 64.43	\$ 62.36	\$ 64.41	\$ 64.37	\$ 62.30
CLERK ACCOUNT	\$ 0.38	\$ 0.34	\$ 0.38	\$ 0.37	\$ 0.38	\$ 0.30	\$ 0.35	\$ 0.38	\$ 0.37
CURRENT FUND ACCOUNT	\$ 187.00	\$ 231.14	\$ 208.51	\$ 169.10	\$ 183.95	\$ 142.54	\$ 97.04	\$ 119.33	\$ 199.27
SPECIAL DOG FUND	\$ 0.04	\$ 0.05	\$ 0.08	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10	\$ 0.10
HURRICANE SANDY 2012	\$ 0.08	\$ 0.07	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08
PAYROLL ACCOUNT	\$ 2.07	\$ 2.22	\$ 2.56	\$ 2.44	\$ 2.45	\$ 2.44	\$ 2.44	\$ 2.62	\$ 2.31
PLANNING/ZONING BOARD ESCROW	\$ 0.38	\$ 0.34	\$ 0.38	\$ 0.36	\$ 0.64	\$ 0.65	\$ 0.69	\$ 0.88	\$ 0.74
RECREATION ACCOUNT	\$ 0.18	\$ 0.16	\$ 0.18	\$ 0.17	\$ 0.18	\$ 0.17	\$ 0.18	\$ 0.18	\$ 0.17
SMALL CITIES	\$ 13.34	\$ 11.91	\$ 12.71	\$ 12.25	\$ 12.47	\$ 11.93	\$ 11.92	\$ 11.67	\$ 11.20
UNEMPLOYMENT	\$ 1.99	\$ 1.79	\$ 1.95	\$ 2.03	\$ 2.38	\$ 2.26	\$ 2.24	\$ 2.24	\$ 2.15

[illegible]

Tax Collector's monthly Report
Downe Township

To: Mayor and Committee of Downe Township

From: Jennafer Hernandez

Date: October 6, 2017

The following represents the collection of taxes for the month of September 2017

Prepaid taxes	\$23,775.68
2017 taxes	\$377,489.94
2016 taxes	\$500.00
Arrears	\$0.00
Interest on delinquent taxes	\$2,179.85
Municipal Lien redemption	\$671.75
Municipal Tax Sale Recording Fees	\$0.00
Tax search	\$0.00
Total receipt	\$404,617.22

Nadine Lockley

From: Elana paris <elana.paris@gmail.com>
Sent: Tuesday, September 19, 2017 11:18 AM
To: downetownship@comcast.net
Cc: Sherri Paris
Subject: Marine Science Camp 2018
Attachments: image004.jpg; Untitled attachment 00757.htm; image006.jpg; Untitled attachment 00760.htm; image005.jpg; Untitled attachment 00763.htm; 63965F8C-361A-4C18-A2C9-432F91597364.png; Untitled attachment 00766.htm; Marine Science Camp Proposal 2018.pdf; Untitled attachment 00769.htm

Dear Downe Township Committee,

I'd like to discuss with you the opportunity of introducing our award-winning Marine Science Camp to your community for next summer.

The Marine Science Camp is a "hands on, feet wet" marine and environmental education-based learning experience designed for children in grades K-8th and specialized Teen Programs. Campers experience what it is like to be a Marine Scientist out in the field, learning about and exploring the life found in and around our New Jersey coasts. Campers will take part in many exciting activities including seining, plant and animal identification, water quality sampling and testing, study of tides, marine ecology and environmental education and participate in lessons that include: marine mammals, sharks and more! In addition, we have been voted "Best Camp in Ocean County" for 2012, 2013, 2014, 2015 and 2016 and "Most Loved" by Hula Frog for the past three summers.

Sherri, our Founder, is Marine Biologist and past Department of Environmental Protection employee. She started this program nine summers ago and currently offers it at over 20 locations along the Jersey Shore, including: Atlantic Highlands, Beach Haven, Bradley Beach, Lavallette, Manasquan, Middletown, Neptune Township, Rumson, Toms River and more.

We have had families that travel from your area to our program and think our Marine Science Camp would not only be a great fit for your community, but would be an incredible success at your beaches along the Delaware River. Our camp is a runs weekly, Monday-Friday, 9am-2pm. We also have half day morning or afternoon sessions available.

I've attached a proposal that Sherri wrote up for the 2018 Summer season of Downe Township Marine Science Camp. She is copied on this email and we are both available to answer any questions you may have to move forward.

Please let me know what your thoughts are and if you would like to schedule a follow up meeting by phone or in person.

We would love to offer our exciting program to your community and are really looking forward to taking the next steps!

Looking forward to hearing from you.



History:

My name is Sherri Paris; I am a Marine Scientist and Founder of the Marine Science Summer Camp of New Jersey. Environmental awareness and protection is my passion and I felt it was important to educate children on the preservation of the marine ecosystem through active hands-on learning. This was our ninth summer offering the camp at over 20 locations. For 2012, 2013, 2014, 2015 and 2016 we were voted “*Best Camp in Ocean County*” and “*Top Pick at the Jersey Shore*”.

About the Camp:

Camp activities include: marine ecology education, water sampling and quality testing, plant and animal identification, study of tides along with preservation of our Ocean and Bays. Campers will have a daily scientific routine, followed by “field experiments” that corresponds with the camp topic that day.

Camp Example of Daily Curriculum:

- Sharks and Rays
- Water Quality and Sampling Techniques
- Invasive Species
- Environmental Awareness (to include pollutants in Bay and Ocean Dumping)
- Marine Mammals
- Freshwater Ecosystems

Location, Dates and Times:

Marine Science Camp is a one-week camp, Monday – Friday, 9am-2pm. Camp fee is \$295/camper/week*, with a camp T-shirt included. Location to be discussed. We can also offer a half day program Monday-Friday, 9am-12pm or 12pm-3pm. Camp fee is \$235/camper/week, with a camp T-shirt included. Either we can handle registration which is linked to our website www.marinesciencecamp.com or you can.

**We provide full and partial scholarships to families in need at all locations.*

Credentials:

Camp Head Educator is a Marine Scientist/Environmentalist. Support staff includes students studying to become Marine Scientists. Fully Insured.

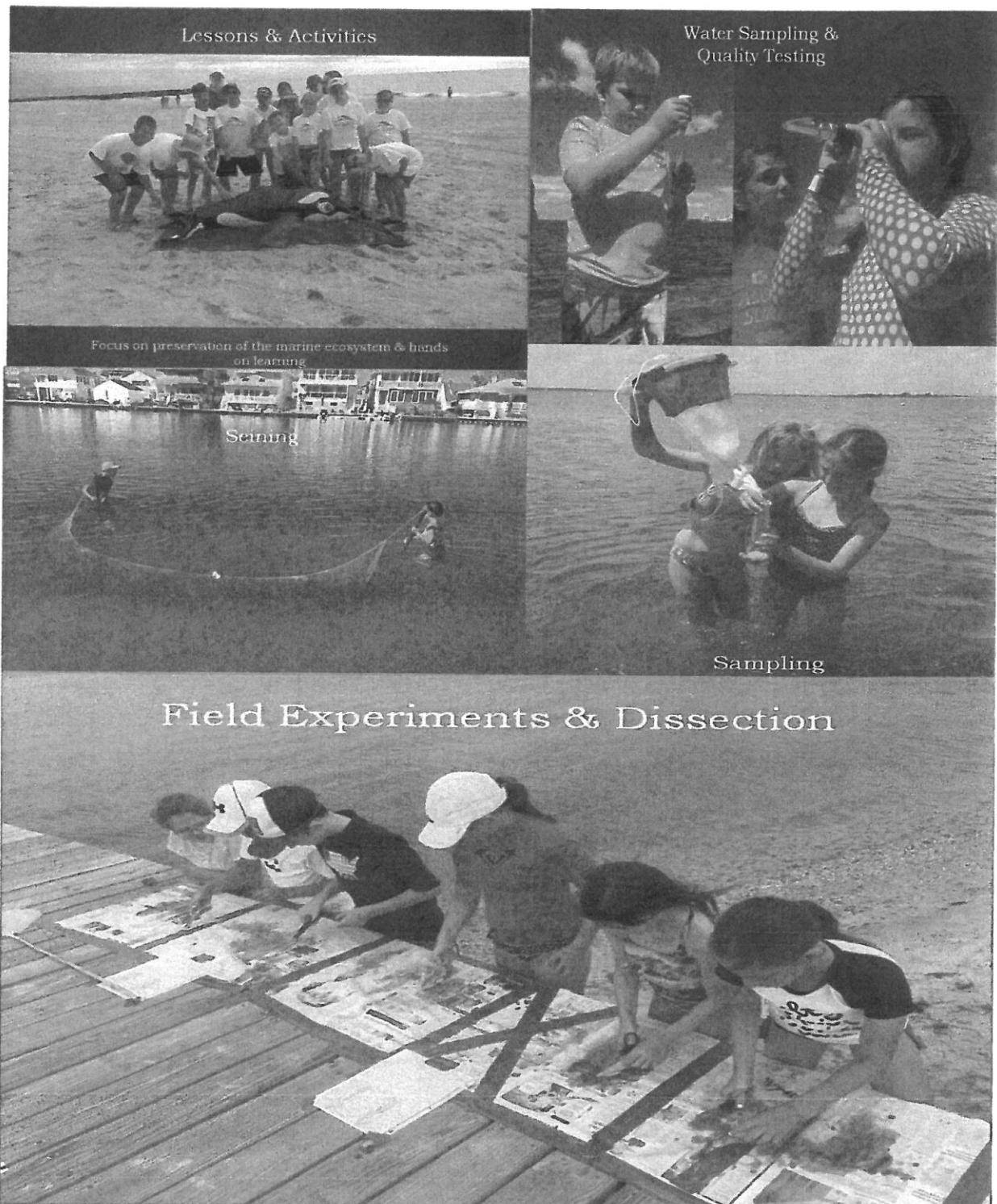


For more information or questions please contact:

Sherri Paris

732-221-4457

www.marinesciencecamp.com





State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor

September 26, 2017

Dear Mayor/Freeholder Director/County Executive:

On behalf of Governor Chris Christie I am pleased to announce that applications will now be accepted for the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2018 Local Freight Impact Fund. As Commissioner of Transportation we are committed to maintaining and improving New Jersey's local transportation system by providing financial assistance to counties and municipalities throughout the state.

NJDOT's Local Freight Impact Fund is a new grant program for Fiscal Year 2018 funded through the Transportation Trust Fund. The Local Freight Impact Fund provides aid to counties and municipalities for transportation projects that address the impacts of freight travel in local communities and on local transportation infrastructure. Available funding for the Fiscal Year 2018 program is \$30.1 million.

The Local Freight Impact Fund is a competitive grant program. Projects submitted for consideration must meet the following eligibility criteria:

- Projects must be within the jurisdiction of the applicant's municipality and/or county unless filed jointly with an adjacent municipality and/or county.
- Applicants must demonstrate that the project will provide access to a port, warehouse distribution center or any other freight node by providing a narrative and a map supporting their request.
- Projects must have as a minimum 5% large truck volume within the project limits. A traffic study must be submitted to support this information.

Applicants of eligible projects can select from four project categories:

- **Pavement Preservation** - to improve pavement conditions in support of freight travel on municipal/county transportation infrastructure.

- **Truck Safety and Mobility** - to improve large truck access, routing and mobility along the municipal/county roadway system.
- **Bridge Preservation** - to improve bridge ratings/conditions in support of freight travel on municipal/county transportation infrastructure.
- **New Construction** - to promote new construction in support of freight travel on municipal/county transportation infrastructure.

Please visit the NJDOT Local Aid website for more information on this program including the program handbook. An applicant can submit up to two (2) applications for each fiscal year. A separate application for each project must be completed and submitted on or before December 19, 2017 on-line through SAGE at:

<https://njsage.intelligrants.com/Login.aspx?APPTHEME=NJSAGE>

Training and instructions on how to apply through SAGE can also be found on-line at:

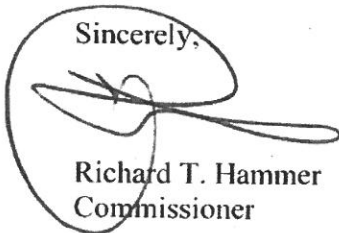
<http://www.state.nj.us/transportation/business/localaid/sage.shtm>

Additionally, a completed Resolution-Agreement for each application shall be submitted by the municipality/county to the appropriate Local Aid District Office. Contact information for each office can be found on the enclosed map.

Please consider the following if you choose to apply. NJDOT requires grant recipients to award their projects to construction within 36 months from the date of grant notification.

We recommend that you consult with your Local Aid District Office for assistance in preparing applications for funding. Thank you for your continued interest and support of NJDOT's Local Aid grant programs, and best wishes for success with your project applications.

Sincerely,



Richard T. Hammer
Commissioner

Enclosure

c Municipal Clerk
Municipal Engineer
County Clerk
County Engineer

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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New Jersey Department of Transportation Local Aid and Economic Development

District 1

Roxbury Corporate Center
200 Stierli Court, 1st Floor
Mount Arlington, NJ 07856
Phone: 973-601-6700
FAX: 973-601-6709

District 2

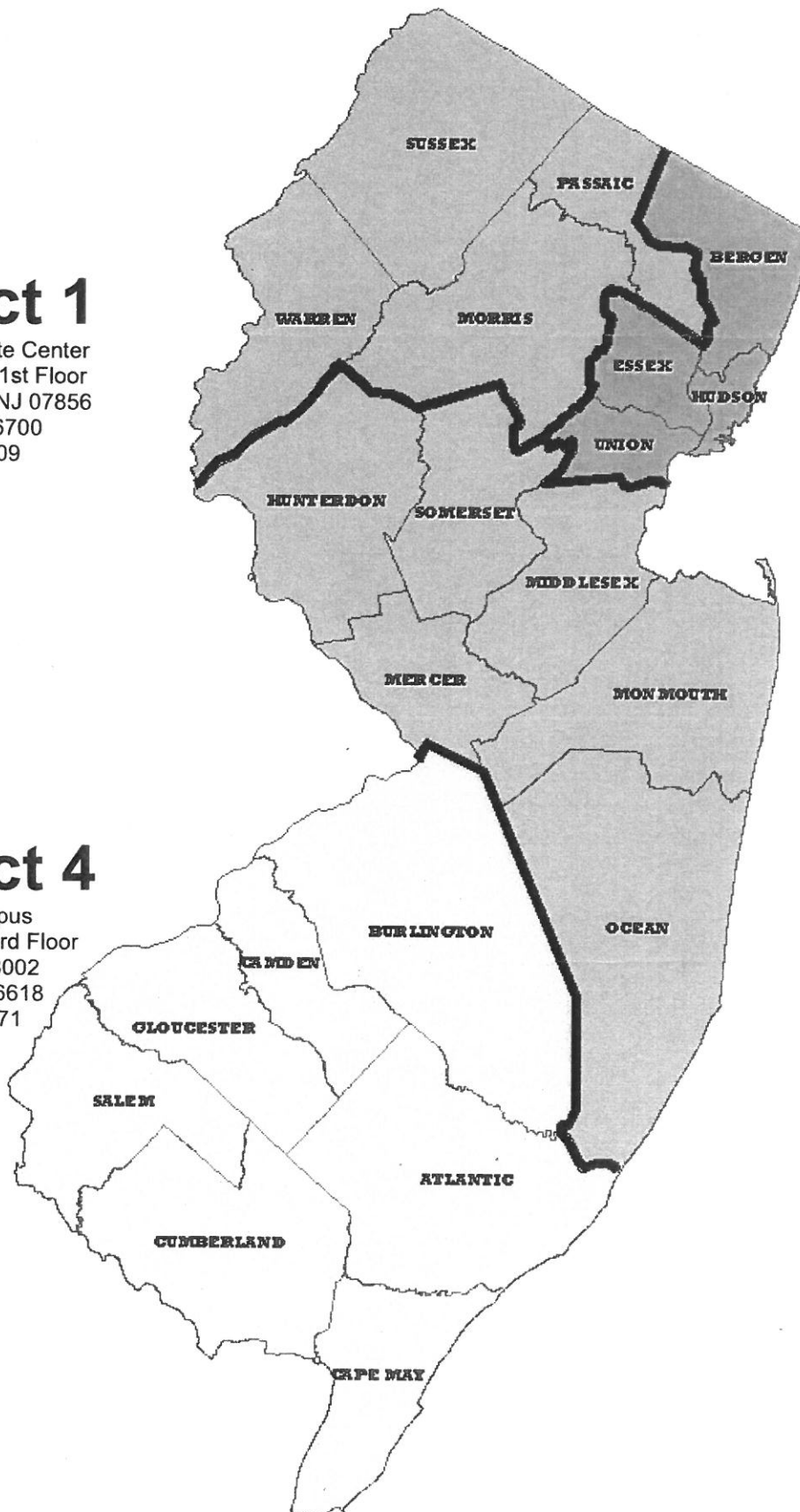
153 Halsey Street, 5th Floor
Newark, NJ 07102
Phone: 973-877-1500
FAX: 973-648-4547

District 4

1 Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, NJ 08002
Phone: 856-486-6618
FAX: 856-486-6771

District 3

1035 Parkway Ave
Trenton, NJ 08625
Phone: 609-530-5271
FAX: 609-530-8044



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

From: Carroll Hooven <chooven@ccdoh.org>
Sent: Thursday, October 05, 2017 3:00 PM
To: Benjamin Byrd; Bruce Hankins; Clerk; 'clerkdownetwp@comcast.net'; Committeeman Ken Whilden; Darlene Richmond; Deerfield Twp; Dep. Mayor J. Roy Oliver; Greenwich Mayor; Hannah Nichols; Hopewell Clerk; jcrilley@upperdeerfield.com; Jenne Hitchner; 'judmoore@comcast.net'; K. Seifrit; Lawrence Twp Mayor ; Lisa Garrison; Mayor Patricia Gross; mayor@cityofbridgeton.com; mayordickinson@stowcreektwp.com; 'michael.santiago@millvillenj.gov'; 'rgc4downe@comcast.net'; 'rspoltore@upperdeerfield.com'; Ruth Dawson; Shiloh; Stow Creek Clerk
Subject: Amended Ordinance 13
Attachments: 09-2017-01 ADOPTION OF PROPOSED REVISIONS TO ORDINANCE 13 RESOLUTION.pdf

Good afternoon,

During the September 27th regularly scheduled Cumberland County Board of Health Meeting, it was approved to adopt the proposed amendments to Ordinance 13. **These amendments will take effect October 27th.**

Your organization will be receiving a hard copy of the Amended Ordinance 13 for you to share with your mayors, committees, councils, construction code officials, and those individuals that would benefit from having a copy of it. However, the entire amended Ordinance 13 is attached to this email as well as the adoption resolution so we can highlight the amendments made.

* The requirement for getting an inspection performed on a system serving a structure that has been vacant for 365 days or more has been removed from the ordinance. We typically only saw this with food facilities that were closed for more than 365 days and then wanted to reopen. Under NJAC 8:24-5.4h, prior to opening, food facilities will still need to demonstrate that their "Sewage shall be disposed through an approved facility that is: 1. A public sewage treatment plant; or 2. An individual sewage disposal system that is sized, constructed, maintained, and operated in accordance with N.J.A.C. 7:9A, Standards for Individual Subsurface Sewage Disposal Systems; N.J.A.C. 7:14, the New Jersey Water Pollution Control Act Regulations; and local laws, ordinances and regulations."

* When going through a real estate transaction, the purchaser now has the option to either have the septic inspected or obtain a waiver from CCHD in lieu of getting a septic inspection performed. The waiver must be completed by the purchaser in the CCHD office. The staff will check our files to ensure that we do not have any records of an existing cesspool for the property indicated. We will also notify the purchaser of any existing violations on the system. There is no charge for this waiver.

* The state regulations outlawing cesspools have not changed, however, we have included them and the exemptions in our ordinance so that they are consistent with the state regulations.

* Septic inspectors will now need to complete a continuing education seminar performed by CCHD at least once every 12 months in order to remain on the registered inspectors list, or provide the CCHD with proof of attendance at a similar seminar including the syllabus of the materials covered.

* Septic contractors will now need to register annually with CCHD in order to remain on the list. Each inspector's registration will expire on the year after the date of their last training.

Please feel free to contact Megan Sheppard, Health Officer, if you have any questions regarding the Ordinance. Her email is msheppard@ccdoh.org and her contact number is 856-327-7602 ext.7109.

Thank you,

Carroll Hooven

Confidential Assistant

Cumberland County Health Department

856-327-7602

856-327-6405-Fax

**CUMBERLAND COUNTY BOARD OF HEALTH
RESOLUTION NO. 09/2017-01**

ADOPTION OF PROPOSED REVISIONS TO ORDINANCE 13

WHEREAS, the Cumberland County Board of Health by Resolution on February 26, 2014 adopted Ordinance 13; and

WHEREAS, from time to time Ordinances and other regulations should be reviewed and revised in the interest of good government and for the benefit of all citizens; and

WHEREAS, after discussion among Board Members and staff it is desirable that changes be made to Ordinance 13; and

WHEREAS, a first reading of the proposed changes to Ordinance 13 is required and was held on August 30, 2017; and

WHEREAS, notice of a public hearing to be held on September 27, 2017 was published in the paper of record and the ordinance and proposed changes were posted and made available according to N.J.S.A. 40:49-2 et al.; and

WHEREAS, a public hearing was held on September 27, 2017 at 5:30 p.m. at 309 Buck Street, Millville, New Jersey; and

WHEREAS, immediately following the public hearing at the same place, date and time at a duly advertised regular meeting of the Cumberland County Board of Health the members did discuss and consider certain amendments and changes to Ordinance 13; and

NOW, THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY BOARD OF HEALTH, following a first reading, public hearing and second reading of the revisions to Ordinance 13 the Cumberland County Board of Health ratifies certain

amendments as they appear in the attached document which is incorporated in its entirety
in to this resolution.

CERTIFICATION

Passed and adopted at the meeting of the Cumberland County Board of Health
held on September 27, 2017 at 5:30 p.m.



CHARLOTTA BIRDSALL, Chairperson



STEVEN ERRICKSON, Secretary

CUMBERLAND COUNTY BOARD OF HEALTH

ORDINANCE NO. 13

**AN ORDINANCE OF THE CUMBERLAND COUNTY BOARD OF HEALTH REGULATING THE
LOCATION, CONSTRUCTION, ALTERATION, INSPECTION, TESTING, MAINTENANCE, AND USE
OF SUBSURFACE SEWAGE DISPOSAL SYSTEMS WITHIN THE JURISDICTION OF THE
CUMBERLAND COUNTY BOARD OF HEALTH**

WHEREAS, the Cumberland County Board of Health deems it absolutely necessary to protect the public health and to prevent the pollution and contamination of water resources; and

WHEREAS, N.J.S.A. 26:3A2-5(c) provides that a County Board of Health shall exercise within the area of its jurisdiction all of the powers granted to a local board of health; and

WHEREAS, in N.J.S.A. 26:3A2-22, the Legislature has declared it the policy of the State to provide for the administration of environmental health services by County Departments of Health throughout the State, which services shall include the enactment, monitoring and enforcement of environmental health ordinances on a countywide basis; and

WHEREAS, N.J.S.A. 26:3A2-27 further empowers the Cumberland County Board of Health to adopt and enforce environmental health ordinances for the territory in the County of Cumberland under the jurisdiction of the Cumberland County Board of Health, including ordinances controlling water pollution; and

WHEREAS, the State Legislature has provided in N.J.S.A. 26:3A2-27 that a County Board of Health may adopt standards for the construction and certification of individual subsurface sewage disposal systems which are more stringent than existing State Standards provided that the State Standard allows for the adoption of more stringent ordinances; and

WHEREAS, the Cumberland County Board of Health believes it is in the best interest of the residents of Cumberland County to regulate the location, construction, inspection, alteration, testing, maintenance and use of individual subsurface sewage disposal systems; and

WHEREAS, N.J.A.C. 7:9A-3.1 and N.J.S.A. 26:3-69 to 69.6 empower the Cumberland County Board of Health, as the Administrative Authority, to adopt N.J.A.C. 7:9A, The STANDARDS FOR INDIVIDUAL SUBSURFACE SEWAGE DISPOSAL SYSTEMS, by reference and to

also include additional, requirements, if needed within the jurisdiction of the Cumberland County Board of Health, through the adoption of a "special ordinance";

NOW THEREFORE, BE IT ORDAINED BY THE CUMBERLAND COUNTY BOARD OF HEALTH OF THE COUNTY OF CUMBERLAND AND STATE OF NEW JERSEY FOLLOWS:

Section 1. Short Title:

This Ordinance shall be known as the "Cumberland County Board of Health and Cumberland County Health Department Individual Subsurface Sewage Disposal System Special Ordinance"

Section 2. Adoption of Standards by Reference:

- A. The regulations promulgated by the State Commissioner of the Department of Environmental Protection pursuant to the Realty Improvement Sewerage and Facilities Act (1954) and subsequent amendments thereto also known as N.J.A.C. 7:9A "Standards for Individual Subsurface Sewage Disposal Systems", last amended March 7, 2012, and all subsequent amendments thereto, which provide standards for the proper location, design, construction, installation, alteration, operation and maintenance of individual subsurface sewage disposal systems are hereby adopted and are of full force and effect in the County of Cumberland, except for the regulations and higher standards prescribed by this Ordinance.
- B. Three copies of said Standards for Individual Subsurface Sewage Disposal Systems (2012) have been placed on file in the office of the Secretary of this Board of Health upon the introduction of this Ordinance and will remain in said office for the use and examination of the public.

Section 3. Definitions:

This Ordinance incorporates the definitions contained in the Definition Subchapter of the New Jersey Administrative Code 7:9A as if specifically set forth herein. In addition to the definitions contained in N.J.A.C. 7:9A, the following additional definitions are adopted as part of this ordinance:

Existing Use Determination – A decision by the Cumberland County Health Department, following review of related reports and information, to allow or disallow the use of an existing subsurface sewage disposal system when a sale, change of use, expansion or alteration of an existing realty improvement served by a subsurface sewage disposal system is proposed.

Owners Agent – Any individual, business, or other entity who performs a service in relationship to this Ordinance, regardless of whether there is a charge associated with the service, for, or on the behalf of, a property owner or their designee.

Real Property - property that includes land and buildings, and anything affixed to the land. Real property would include, but not be limited to, residential homes, barns, garages, warehouses, factories, offices, and other buildings permanently affixed to the land.

Septic Hauler – An individual or business licensed by the New Jersey Department of Environmental Protection to pump sewage disposal systems and to haul the waste to a licensed disposal facility.

Septic Inspection – As used in this Ordinance, an inspection performed on an existing system and done in accordance with the New Jersey Department of Environmental Protection, Technical Guidance for the Inspections of Onsite Wastewater Treatment and Disposal Systems

Septic Inspector – inspection personnel conducting inspections of existing subsurface sewage disposal systems in accordance with the New Jersey Department of Environmental Protection, Technical Guidance for the Inspections of Onsite Wastewater Treatment and Disposal Systems and as required by this Ordinance.

System – as used in this ordinance, the sewage disposal system serving, or proposed to serve, a realty improvement

Section 4. Inspection Required for existing systems

- A. Existing systems will require an inspection for the following reasons:
 - 1. The system is not operating properly (i.e., overflow, back-up into the house, need of frequent pumping)
 - 2. A sale of the real property if required by the purchaser at the time of a real estate transaction. If the purchaser chooses not to have an inspection done they shall come to the Cumberland County Board of Health to obtain a waiver which can be presented to the Township in conjunction with obtaining a Certificate of Occupancy
 - 3. An expansion, alteration or change of use of the real property served by the system is proposed
- B. Any inspection performed as required by Section 4 – A of this Ordinance shall be performed in compliance with the New Jersey Department of Environmental Protection, Technical Guidance for the Inspections of Onsite Wastewater Treatment and Disposal Systems and documented on the forms provided in Appendix A of N.J.A.C. 7:9A for such purpose; or shall comply with N.J.A.C. 7:9A-3.3(b), (c), or (d).
- C. All inspection reports shall be reviewed by the Cumberland County Health Department for an Existing Use Determination.
- D. Inspection report forms shall be submitted to the Cumberland County Health Department in hard copy format with the appropriate fee established in Ordinance #11.
- E. It shall be a violation of this Ordinance to use a system prior to receiving a Cumberland County Health Department Final Septic Certification or obtaining compliance as required in the Cumberland County Health Department System Inspection Report Review.

Section 5. Cesspools – Restatement of 7:9A-3.16 Other sanitary sewage disposal units

(a) Cesspools, privies, outhouses, latrines, pit toilets or similar sanitary sewage disposal units are not systems. When an administrative authority discovers a privy, outhouse, latrine, pit toilet or similar sanitary sewage disposal unit, or any cesspool that serves a structure and that is in need of repair or alteration, it must order these units be abandoned and a conforming system installed except:

1. If it is not possible to bring the system into conformance with this chapter, the system shall be brought as close to conformance with the requirements of this chapter as the administrative authority determines is possible, provided the system as improved results in a discharge that is protective of human health and the environment; or

2. If the administrative authority is not able to approve a system under (a)1 above, application shall be made for approval to utilize a holding tank in accordance with N.J.A.C. 7:9A-3.12(c).

(b) Effective June 2, 2012, except as provided at (c) below, all cesspools, privies, outhouses, latrines and pit toilets that are part of a real property transfer shall be abandoned and replaced with a system in accordance with (a) above.

(c) A cesspool that is not malfunctioning may continue to serve the structure after a real property transfer only in the following circumstances:

1. A conveyance for a consideration of less than \$100.00;
2. A conveyance by or to the United States of America, the State of New Jersey, or any instrumentality, agency or subdivision thereof;
3. A conveyance encumbering realty, or providing for the modification, release or discharge of a debt, obligation or encumbrance, or the foreclosure of a mortgage or lien, or sheriff and execution sales;
4. A deed which confirms or corrects a deed previously recorded;
5. A sale for delinquent taxes or assessments and the foreclosure of same;
6. Judicial proceedings affecting interests in real estate, and documents filed in connection thereto;
7. A conveyance by a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
8. A deed eligible to be recorded as an "ancient deed" pursuant to N.J.S.A. 46:16-7;

9. A deed or map that memorializes subdivisions of land, or which creates or affects easements or restrictions or other burdens upon title;
10. A conveyance between family members or former spouses;
11. Execution of a lease or license;
12. In specific performance of final judgment;
13. A deed releasing a right of reversion;
14. A deed by a executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's property in accordance with the provisions of the decedent's will or the intestacy laws of New Jersey, or the passage of title by intestacy or descent; or
15. A deed to effectuate a boundary line agreement.

(d) A person claiming to qualify for an exemption under (c) above shall document the exemption that applies by providing to the administrative authority applicable State of New Jersey Affidavit of Consideration of Use forms available through the New Jersey Department of Treasury and all supporting documentation.

Section 6. Registration of Inspection Personnel

- A. Personnel conducting septic inspections as required in Section 4 of this ordinance, shall register their name, business name and contact information annually with the Cumberland County Health Department, having completed the following requirements:
 - a. Attended a continuing education seminar presented by the Cumberland County Board of Health within the past twelve months.
 - b. Alternately provided proof of attendance at a similar seminar including a syllabus of the materials covered.
 - c. Certified that they have watched a video presentation of the most recent continuing education seminar presented by the Cumberland County Board of Health.
- B. The Cumberland County Health Department may supply a list of the registered inspection personnel upon request to any person requesting same. Acceptance and publication of a person's information on the list is not an endorsement but an acknowledgement that they have met the minimum requirements.
- C. The Cumberland County Health Department reserves the right to remove registered inspectors from the list should it be determined that the information submitted in their report is found to be fraudulent, inaccurate or deceptive in nature.

- D. Prior to removal from the registration list, the Cumberland County Health Department shall notify the registered inspector and allow for a hearing of the incidents giving rise to the proposed removal.
- E. Removal from the registration list shall be in effect for a period of one year, after which time the inspection personnel may request reinstatement to the registration list. Upon reinstatement to the list, the Cumberland County Health Department requires the witnessing of no less than 1 inspection per quarter performed by the reinstated inspector within the next year. Failure to have inspections witnessed will result in removal from the list.

Section 7. Tank Tightness Testing

- A. Tank Tightness Testing required by N.J.A.C. 7:9A-8.2(m) shall be performed by an individual with adequate equipment and training for the purpose of performing the test.
- B. The Tank Tightness Test shall not be performed by the homeowner or any individual having a financial or legal interest in the property.
- C. Tank Tightness Test results shall be submitted to the Cumberland County Health Department as part of the inspection forms required for the system. The test result report shall include the following information:
 - a. Property Information: owner, address, township, block and lot
 - b. Date of the test
 - c. Test method used
 - d. Name of who performed the test (Business or Individual)
 - e. Signature and Date of the person performing the test

Section 8. Grease Traps

- A. In accordance with N.J.A.C. 7:9A-8.1(a) Restaurants, cafeterias, institutional kitchens and other facilities discharging large quantities of grease shall use a grease trap and a high strength wastewater pretreatment component.
- B. Applications for new retail food facilities served by subsurface sewage disposal systems will have their retail food application and sewage disposal system application reviewed jointly. The determination concerning the requirement for grease trap pre-treatment will be based on menu, food preparation equipment, grease waste disposal contracts and other factors affecting the amount of grease that will be discharged through the drains and into the sewage disposal systems.
- C. Applications for existing retail food facilities with a proposed expansion, change of menu, or change of operation which are served by a subsurface sewage disposal systems may require an inspection of the existing sewage disposal system if it is determined that the proposed changes will increase the volume of sewage or the

amount of grease discharged to the system. If an inspection report is required, the inspection report and the retail food application will be reviewed jointly. The determination concerning the requirement for grease trap pre-treatment will be based on menu, food preparation equipment, grease waste disposal contracts, condition of the existing system and other factors affecting the amount of grease that will be discharged through the drains and into the sewage disposal systems.

Section 9. Tank Label Material and Placement

- A. In accordance with N.J.A.C. 7:9A-8.2(l)2, a permanent, non-corrosive marker a minimum of six square inches in size containing the following information shall be attached to the manhole cover or riser immediately below the cover:
 - i. The administrative authority name and permit number under which the system was installed;
 - ii. The date of installation;
 - iii. The type of system; and
 - iv. The total design criteria in gallons per day.
- B. The non-corrosive material shall consist of aluminum, tin, or other non-corrosive metal or plastic. Labels shall not be paper or paper product that will decompose over time.
- C. Labels shall be permanently affixed to the outside of the riser or manhole cover in an area which can be easily visible during homeowner or contractor inspection.

Section 10. Permit Expiration Date and Renewal of Expired Permits

- A. An approved application for the construction, installation, repair and/or alteration of a subsurface sewage disposal system shall be considered to be a permit.
- B. Permits shall be valid one year from the date of approval providing no Permit Extension Acts are in affect.
- C. Requirements for the renewal of a permit:
 - a. Submission of a certification form signed and sealed by the design engineer and stating compliance with N.J.A.C. 7:9A is maintained, there are no changes in site conditions that will require a change to the original design; and,
 - b. The permit renewal fee established in Ordinance 11 has been paid
- D. Determination that site conditions have changed will require the applicant to submit a revised application for the system.

Section 11. Existing Holding Tanks and Advanced Treatment Systems

- A. Whenever the CCHD has knowledge through report or direct observation of the existence of a holding tank or advanced treatment system, it shall investigate and take all steps necessary to determine whether the system is compliant.
- B. When a system has been determined to be non-compliant or unpermitted, the owner shall take immediate steps to correct the non-compliance. The owner shall apply for a permit and shall comply with Board of Health Ordinance 10 and this Ordinance as applicable. Only the CCHD or the DEP shall determine that a system is non-compliant.

Section 12. Severability and Preemption:

In the event that any section, sentence or clause of this Ordinance shall be deemed unconstitutional or invalid by a court of competent jurisdiction, shall be preempted or otherwise modified by State or Federal law, such declaration shall not in any matter render void or prejudice the enforcement of the remaining sections of this Ordinance.

Section 13. Violation and Penalties:

- A. Violation of any provision of N.J.A.C. 7:9A et seq shall be a violation of the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and the violator shall be subject to assessment of civil administrative penalties pursuant to the provisions of N.J.A.C. 7:14-8. The matrix of Civil Administrative Penalties begins at a minimum of one thousand dollars (\$1,000) to a maximum of fifty thousand dollars (\$50,000) in accordance with the regulations.
- B. In addition to any other liability or penalty imposed by law, any person violating any additional provision of this Special Ordinance shall be subject to a penalty of not less than Fifty (\$50.00) Dollars nor more than One Thousand (\$1000.00) Dollars for each offence.
- C. Each and every day in which a violation of any of the provisions of the Ordinance exists shall constitute a separate offense.

Section 14. Inconsistent Ordinances Repealed:

All Ordinances or parts of Ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency. Pursuant to N.J.S.A. 26:3A2-27, this Ordinance supersedes all inconsistent Municipal and Local Board of Health Ordinances regulating the same subject matter.

Section 15. Effective Date:

This ordinance and future amendments shall take effect after public hearing and 30 days after final adoption by the Cumberland County Board of Health unless disapproved by the Commissioner of the Department of Environmental Protection within said period pursuant to N.J.S.A. 26:3A2-27.

- A. The Secretary of the Board is hereby directed to publish and distribute this ordinance in accordance with law.
- B. Copies of this ordinance upon adoption shall be forwarded to:
 - 1. New Jersey Department of Environmental Protection
Bureau of Local Environmental Management
 - 2. All Municipalities within the Jurisdiction of the CCHD

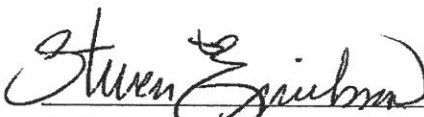
DATE OF INITIAL ADOPTION: February 26, 2014

DATE OF AMENDMENT ADOPTION: September 27, 2017

CERTIFICATION

Passed and adopted at the meeting of the Cumberland County Board of Health held on September 27, 2017 at 5:30 p.m.


CHARLOTTA BIRDSALL, Chairperson


STEVEN ERRICKSON, Secretary



Kimberly E. Wood
Deputy County Administrator

COUNTY OF CUMBERLAND
DEPARTMENT OF PLANNING
164 WEST BROAD STREET
BRIDGETON, NEW JERSEY 08302



Robert G. Brewer P.P., AICP
Planning Director



15 September 2017

The Honorable Robert Campbell
Downe Township Municipal Building
Newport, NJ 08345

Re: Cumberland County Farmland Preservation Plan

Dear Mayor Campbell:

The Cumberland County Agriculture Development Board (CCADB) completed its *Cumberland County Farmland Preservation Plan* in 2009 in order to conform to new rules and guidelines issued by the State Agricultural Development Committee (SADC). These rules permit cost-sharing funds to be issued in a block grant format. In order to ensure that these funds are directed to farms which meet SADC minimum criteria standards, the plan must indicate specific project areas and targeted farms to which the funds will be directed. It is important to note that as in years past, any farm-assessed parcel which meets the CCADB's minimum eligibility criteria may continue to apply for preservation under the Farmland Preservation Program, whether it is listed as a targeted farm or not. The plan is intended to be utilized as a guide to assist in determining funding projections and strategic preservation efforts throughout Cumberland County.

This preservation plan is updated annually to incorporate revisions to project areas and targeting priorities. To ensure that the plan continues to reflect municipal interests, by copy of this letter, I am contacting your Planning Board to request time during the Board's November meeting to present updated mapping and to garner input from the Board members.

Please do not hesitate to contact me at (856) 453-2175 or mattpi@co.cumberland.nj.us if you have any questions about the *Cumberland County Farmland Preservation Plan*. The CCADB looks forward to working with you to preserve the County's farmland and support our agricultural industry.

Respectfully,

Matthew E. Pisarski, AICP, PP
Assistant Planning Director

C: Douglas Cook, Chair, Downe Planning/Zoning Board

Nadine Lockley

From: members-owner@njclerks.org on behalf of MCANJ IT Committee
<members@njclerks.org>
Sent: Wednesday, September 20, 2017 8:53 AM
To: members@njclerks.org
Subject: Please Support Resolution Opposing Proposals Regarding S-1045 & S-1046
Attachments: Resolution.OPRA.OPMA.Legislation.doc

Please support "Resolution Expressing Opposition to Legislative Proposals
Regarding S-1045 OPMA and S-1046 OPRA"

MCANJ Executive Board Members have reviewed these bills and still find we cannot support these bills. Our concerns include the new requirements placed on local records custodians and financial obligations that would be imposed on local government. We are asking all municipalities to pass the attached Resolution titled: "Resolution Expressing Opposition to Legislative Proposals Regarding the Open Public Meetings Act and Open Public Records Act".

Attached is the link you can review in summary the amendments to these bills:

<https://njlmblog.wordpress.com/2017/09/06/opra-and-opma-bills-amended/>

Please file a certified copy of this Resolution with the legislative sponsors of Senate Bill Nos. S-1045 and S-1046 and Assembly Bill Nos. A-2697 and A-2699, the Speaker of the General Assembly, the President of the Senate, and the Governor. Please copy the Executive Board President at President@njclerks.org.

Respectfully,

Dina L. Zawadski, RMC/CMC

MCANJ President

Honorable Assemblyman Gordon M. Johnson
545 Cedar Lane
Teaneck, NJ 07666

Honorable Assemblyman Vincent Prieto
1 Harmon Plaza
Suite 205
Secaucus, NJ 07094

Honorable Assemblywoman Annette Chaparro
80 River St. 2nd Floor
Hoboken, NJ 07030

Honorable Governor Chris Christie
PO Box 001
Trenton, NJ 08625

Honorable Senator Joseph Pennacchio
170 Changebridge Rd., Unit A1
Montville, NJ 07045

Honorable Senator Stephen M. Sweeney
935 Kings Highway
Suite 400 West Deptford, NJ 08086

Honorable Senator Loretta Weinberg
545 Cedar Lane
Teaneck, NJ 07666



NEW JERSEY GENERAL ASSEMBLY

STATE HOUSE

P.O. Box 098

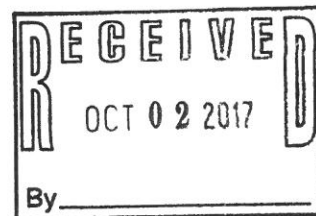
TRENTON, NJ 08625-0098

(609) 847-3115

DANA M. BURLEY
Clerk of the General Assembly

September 26, 2017

Downe Township Council
288 Main Street
New Port, NJ 08345



Dear Governing Body:

The New Jersey General Assembly has adopted the following resolution:

Assembly Resolution No. 216

In accordance with the directions contained therein, I am forwarding a copy to you.

Very truly yours,

A handwritten signature in cursive script that reads "Dana M. Burley".

Dana M. Burley
Clerk of the General Assembly

Enclosure
DMB/MN

ASSEMBLY RESOLUTION No. 216

STATE OF NEW JERSEY 217th LEGISLATURE

INTRODUCED FEBRUARY 27, 2017

Sponsored by:

Assemblyman RONALD S. DANCER
District 12 (Burlington, Middlesex, Monmouth and Ocean)
Assemblyman ERIC HOUGHTALING
District 11 (Monmouth)
Assemblyman PARKER SPACE
District 24 (Morris, Sussex and Warren)

Co-Sponsored by:

Assemblywoman Muoio, Assemblymen McKeon and Gusciora

SYNOPSIS

Encourages NJ homeowners to plant native plants that support bee populations and create habitat for all pollinators.

CURRENT VERSION OF TEXT

As introduced.



(Sponsorship Updated As Of: 6/23/2017)

1 **AN ASSEMBLY RESOLUTION** encouraging homeowners to plant
2 native plants that support bee populations and create habitat for
3 pollinators.

4
5 **WHEREAS**, Pollinator species, such as birds, bees, bats, and butterflies,
6 are essential partners of farmers in producing much of the food
7 supply throughout the United States and here in the Garden State;
8 and

9 **WHEREAS**, The success of many of New Jersey's most popular and
10 economically important crops, such as blueberries, apples,
11 cranberries, cucumbers, squash, and pumpkins, is dependent upon
12 pollinators; and

13 **WHEREAS**, The maintenance of healthy, biodiverse ecosystems
14 depends upon the significant environmental benefits provided by
15 pollinator species; and

16 **WHEREAS**, Pollination plays a vital role in the health of State and
17 national forests and grasslands, which provide forage, fish and
18 wildlife, timber, water, mineral resources, and recreational and
19 economic development opportunities for communities; and

20 **WHEREAS**, Many New Jersey homeowners and residents enjoy the
21 State's forests and grasslands, fishing and camping, and feeding
22 their families with the State's most popular and important crops as
23 well as gardening and beautifying their homes; and

24 **WHEREAS**, These outdoor activities go hand in hand with planting
25 native plants to support bee populations and create habitat for all of
26 the State's pollinators; and

27 **WHEREAS**, The Department of Environmental Protection, the
28 Department of Agriculture, and nurseries and landscapers
29 throughout the State have expertise concerning native plants that
30 are beneficial for these purposes; and

31 **WHEREAS**, The benefits that native pollinator species provide to New
32 Jersey, whether agricultural, environmental, recreational, or
33 economic, have been documented through extensive research at
34 Rutgers, the State University, and other institutions of higher
35 learning; and

36 **WHEREAS**, It is altogether fitting and proper for the State of New
37 Jersey to demonstrate its support for pollinators by encouraging
38 homeowners in the State to plant pollinator-friendly native plants,
39 and the Department of Environmental Protection, the Department of
40 Agriculture, and nurseries and landscapers to lend their assistance
41 in these efforts; now, therefore,

42
43 **BE IT RESOLVED** by the General Assembly of the State of New
44 Jersey:

45
46 1. This House respectfully encourages homeowners throughout
47 the State to plant native plants that support bee populations and
48 provide habitat for all kinds of pollinators.

1 2. This House respectfully requests the Department of
2 Environmental Protection and the Department of Agriculture to
3 work together with nurseries and landscapers in the State to develop
4 lists of native plants that would be supportive of these efforts and to
5 post these lists on the department websites, and encourages
6 nurseries, landscapers, and other sources of plants to post these lists
7 on their websites.

8
9 3. Copies of this resolution, as filed with the Secretary of State,
10 shall be transmitted by the Clerk of the General Assembly to the
11 Commissioner of Environmental Protection, the Secretary of
12 Agriculture, the New Jersey Nursery and Landscapers Association,
13 and the governing body of each municipality in the State.

14
15
16 STATEMENT

17
18 This resolution encourages homeowners in the State to plant
19 native plants that support bee populations and create habitat for all
20 kinds of pollinators. It also respectfully requests the Department of
21 Environmental Protection and the Department of Agriculture to
22 work together with nurseries and landscapers in the State to develop
23 lists of native plants that would be supportive of these efforts and to
24 post these lists on the department websites, and encourages
25 nurseries, landscapers, and other sources of plants to post these lists
26 on their websites.

COPY

**DOWNE TOWNSHIP
COMMITTEE MEETING
OCTOBER 9, 2017
DISC 1**

