

TOWNSHIP OF DENNIS

**TOWNSHIP COMMITTEE
WORKSESSION AGENDA**

FEBRUARY 02, 2016

6:30 P.M. (prevailing time)

CALL TO ORDER:

Mayor's announcement: The notice requirements provided for in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given in Resolution No. 2015-137 entitled the Annual Meeting Notice which was adopted by the Dennis Township Committee on December 15, 2015. A meeting notice has been published and posted in accordance with the act.

FLAG SALUTE:

ROLL CALL OF MEMBERS PRESENT:

___ Fry-DeRose, J.; ___ Tozer, D.; ___ Salimbene, L.; ___ O'Connor, B.; ___ Murphy, J;

SPECIAL PRESENTATIONS OR DISCUSSIONS:

None.

DEPARTMENTAL REPORTS AND PROJECT UPDATES:

Administration & Finance:

Discuss C.M.C. Animal Shelter Shared Services Agreement.

Legal:

None.

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Public Buildings & Grounds:

None.

Engineering:

Update on the Academy Road & Fidler Road Intersection Project and discuss Pinelands requirements.

Construction/Plan/Zone:

Discuss vacancies on the Land Use Board as it relates to the Mandatory Land Use Board Course scheduled for April 23, 2016.

RESOLUTIONS:

None.

ORDINANCES:

None.

MOTION TO ADJOURN THE MEETING:

GERALD M. THORNTON
Freeholder Director

CAPE MAY COUNTY
OFFICE of COUNTY COUNSEL

4 Moore Road, DN-104
Cape May Court House, N.J. 08210-1654
Tel. (609) 465-6885 Fax (609) 463-0705
Website: www.cape-may-county.gov



JAMES B. ARSENAULT, JR., ESQ.
County Counsel
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LAUREN F. FOGARTY, ESQ.
Assistant County Counsel
lfogarty@co.cape-may.nj.us

December 18, 2015

Jacqueline B. Justice, Municipal Clerk
Township of Dennis
P.O. Box 204
Dennisville, New Jersey 08214

**Re: Cape May County Animal Shelter;
Shared Services Agreement**

Dear Ms. Justice:

As you are aware, the current Shared Services Agreement between the County of Cape May and the Township of Dennis relating to the Cape May County Animal Shelter is expiring.

The County Treasurer has prepared the attached statement of costs based on anticipated actual Shelter usage for a five-year renewal of the Agreement. With the assistance of Shelter Manager Judy Davies-Dunhour, I have prepared the attached renewal Agreement for an additional five-year term.

I would ask that you please review these matters with your governing body and, if acceptable, please take action to authorize the renewal of the Shelter Agreement. Please return a copy of your governing body's resolution authorizing the renewal as well as an executed copy of the Shared Services Agreement to me at your earliest convenience. It is the County's hope that all re-authorizing resolutions might be back from our municipal partners by mid-January so that the Freeholder Board may adopt its resolution authorizing the renewal at its meeting of January 26, 2016.

Should you have any questions or concerns with regard to these matters, please do not hesitate to contact me, Shelter Manager Judy Davies-Dunhour at (609) 465-8941 or County Treasurer Francine Springer at (609) 465-1181.

Thank you for your continued partnership in the Cape May County Animal Shelter.

Very truly yours,



James B. Arsenault, Jr.
County Counsel

JBA:jm

Enclosures

cc: All Freeholders
Elizabeth Bozzelli, Clerk of the Board
Michael Laffey, Director of Operations
Gary G. Schaffer, Sheriff
Judy Davies-Dunhour, Manager/Animal Shelter
Francine Springer, Chief Financial Officer

SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF CAPE MAY AND
THE TOWNSHIP OF DENNIS
FOR ANIMAL SHELTERING SERVICES

THIS AGREEMENT is entered into this this ____ day of _____, 2015 by and between THE COUNTY OF CAPE MAY, hereinafter referred to "County", and THE TOWNSHIP OF DENNIS, hereinafter referred to "Municipality".

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq. (the "Act"), authorizes counties and municipalities to enter into an agreement for the exchange of shared services pursuant to the provisions of that statute; and

WHEREAS, the County has operated the Cape May County Animal Shelter and Adoption Center in accordance with Interlocal Agreements with participating municipal partners since September 1, 2003; and

WHEREAS, the County recognizes the desirability of continuing to operate the Shelter on behalf of its partner municipalities; and

WHEREAS, the Municipality recognizes its requirements to provide animal control and shelter services in accordance with New Jersey State Law, and desires to continue to utilize such services through the County for the aforesaid period of time; and

WHEREAS, both the County and the Municipality have determined through their governing bodies that the exchange for such services is fair and equitable, and is in the best interests and the health and welfare for the citizens in those jurisdictions, and both parties deem it appropriate to define their rights and responsibilities with respect to the services provided for herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the exchange of mutual covenants and conditions and such other consideration as set forth in this agreement, and as authorized by the provisions of N.J.S.A. 40A:65-1 et seq., the parties agree to the nature and extent of services to be performed as follows:

I. PURPOSE. The County shall continue to own and operate the Cape May County Animal Shelter and Adoption Center (“the “Shelter”), a properly licensed and inspected Animal Shelter established and operating in accordance with the provisions of N.J.S.A. 4:19-15.8) for use by the Municipality’s designated licensed Animal Control Officer (as required in accordance with the provisions of N.J.S.A. 4:19-15.16b) and on behalf of its municipal partners.

II. GENERAL PROVISIONS:

- A. The County will continue its operation of the Shelter for the term of the interlocal agreement.
- B. The County agrees to ensure that the Shelter meets all health and safety requirements for human and animal occupancy.
- C. The County agrees to provide for the humane treatment of all animals.
- D. The County agrees to provide for the medical treatment for cats and dogs in the Shelter in accordance with New Jersey State Law, and agrees to provide additional medical care (including inoculations) to animals being offered for adoption.
- E. The County agrees to provide for the acceptance, holding, and disposition of all cats and dogs, in accordance with New Jersey State Law, which the Municipality shall deliver to the Shelter.
- F. In addition to the provisions of State law or regulations, the County agrees to provide for municipal participation in determining the appropriate policies to facilitate the successful operation of the Shelter
- G. The Municipality agrees to ensure the strict adherence to the policies and procedures established by the Shelter and by that Municipality’s Animal Control Officer. The County agrees to provide that written documentation be transmitted to the Municipality of any problems or concerns regarding the professional conduct of the Municipality’s Animal Control Officer as witnessed at the Shelter.
- H. The County agrees to make a good faith effort to research and apply for grants from both the public and private sectors to defray the operational expenses of the Shelter. The County shall provide the resources for this purpose. Administrative costs attributable to successful grant awards will be eligible for reimbursement from the grant funds to the general fund of the county.

III. ADVISORY BOARD:

- A. The County agrees to facilitate the establishment of the Cape May County Animal Shelter Advisory Board, hereinafter referred to as “the Advisory Board”. This Board shall consist of no less than nine (9) and no more than eleven (11) members. The following shall constitute the membership of said Board, upon its formation:
1. One Freeholder, or designee of the Freeholder Board;
 2. two (2) Public Citizen members appointed by the Board of Chosen Freeholders;
 3. one (1) County based Veterinarian, appointed by the Board of Chosen Freeholders; and
 4. one (1) member from each participating municipality said members to be (i) Elected Officials, (ii) senior appointed managers of their respective municipality or (iii) a resident with experience in animal advocacy, veterinary medicine and/or animal sheltering.
- B. The Shelter Manager, Veterinarian of Record and one Municipal Animal Control Officer (as selected by the official members of the Advisory Board”, shall serve as ex officio members. Municipal appointments will be confirmed by Resolution of the Board of Chosen Freeholders. Members of County Administration, as deemed helpful by the Shelter Manager, may be invited to participate in meetings of the Advisory Board as needed to address areas of Shelter operations within their area of expertise or experience.
- C. The Advisory Board, or similar agency, shall insure ongoing dialog between the municipal partners and the County.
- D. Meetings of the Advisory Board, or similar agency, shall take place twice a year or as called by the Shelter Manager; proper notice shall be given to the public in accordance with N.J. State Law. At each such meeting, the Shelter Director shall review animal intake and outtake and other issues related to animal control, staffing, and Shelter operations. The Advisory Board shall be entitled to comment on such report, and to take that information back to their communities.

IV. ANIMAL HOUSING:

- A. The County agrees to accept any cat or dog from the Municipality’s designated Animal Control Officer, and to provide care for such animal as dictated by N.J. State Law.

- B. The County agrees to provide for the acceptance of any cat or dog for surrender from a resident of the Municipality, upon furnishing of proper identification; the collection of any fees associated with this transaction shall be in accordance with duly adopted policies of the Shelter.
- C. The County agrees to provide for the quarantined housing of animals involved in “bite” cases or suspected rabies cases during the legally mandated holding period, as dictated by New Jersey State Law.
- D. Animals remaining in the Shelter after the mandatory holding period prescribed by New Jersey State Law shall become the property of the County Animal Shelter. The animals shall be cared for as directed by the policies established by the Advisory Board. The municipality holds no claim to any animal or to any fees collected or costs associated with the disposition of said animal.

V. SPAY/NEUTER FUND

- A. The County agrees to provide for the establishment of a County-wide Spay/Neuter Fund as part of the services offered by the Shelter. A dedicated Spay/Neuter account shall be established, and funds shall be utilized exclusively for the implementation of the Spay/Neuter Program.
- B. The County Spay/Neuter Fund shall provide funds for the sterilization of animals offered for adoption at the Shelter as well as providing funds as available for a program mirroring the eligibility requirements and process of the existing State of New Jersey Low Cost Spay-Neuter Program. County Spay/Neuter Funds shall supplement the State of New Jersey Low Cost Spay-Neuter Program. This program shall be known as the “Cape May County Animal Population Control Plan.”
- C. As part of this Agreement for Animal Sheltering Services, the Municipality also agrees to participate in Spay/Neuter Program activities
- D. The amount payable to the County Spay/Neuter fund shall be due in “one lump sum payment” on or before February 1st of each year.

VI. ACCESS TO ANIMAL SHELTER:

- A. The County agrees to provide for public access to the Shelter in accordance with the provisions of N.J. State Law, including public hours and non-public working hours.
- B. The Municipality shall reserve the right, upon reasonable notice to the County, to inspect the Shelter at any time when said Shelter is in operation (public and non-public working hours).

- C. The Municipality's designated Animal Control Officer shall be granted 7 day a week, 24-hour access to a portion of the building for the purpose of animal intake. Such access shall be granted in the extent, form, and manner prescribed by the Shelter.

VII. EQUIPMENT:

- A. The County agrees to provide for the equipment, supplies, and materials necessary for the proper care of dogs and cats according to applicable N.J. State Law and Administrative Code.
- B. The Municipality acknowledges responsibility for all equipment related to the Animal Control function.

VIII. INSURANCE: The County agrees to provide for the maintenance of appropriate insurance coverage for the County Animal Shelter. The costs of said insurance will be incorporated into the operating budget of the County Animal Shelter.

IX. REPORTING:

- A. On the first day of each month, the Municipality shall make available to the Shelter records of all newly licensed dogs and cats within the municipality.
- B. Within 15 days of its completion, the Municipality shall provide the Shelter with the results of the annual canvass of dogs (required by N.J.S.A. 4:19-15.15).
- C. The Municipality shall make available monthly to the Shelter, detailed reports from the Municipality's designated Animal Control Officer detailing the date, time, location, conditions, animal description, and other such information as deemed necessary by the Shelter to aid in the determination of the ownership of the animal. This information is in addition to any forms required by the Shelter for intake or recordkeeping purposes.
- D. The County shall make available monthly reports detailing the processing of any intakes from that Municipality. Said reports shall contain information as required by State Statute and Administrative Code.

X. TERM OF AGREEMENT:

- A. The County agrees to provide for said services to the Municipality under the terms of this agreement through its term, as set forth herein, and unless said agreement may be modified by mutual agreement of the parties in

accordance with the “Uniform Shared Services and Consolidation Act”, N.J.S.A. 40A:65-1 et seq.

- B. The term of this Agreement shall commence as of the effective date of the Resolutions adopted by the governing bodies of the County and the participating municipalities, and shall continue for a term of five (5) years (the “Initial Term”). At least six months prior to expiration of the Initial Term, the County shall provide to the participating municipalities an analysis reflecting the actual costs of operation during the Initial Term. These calculations shall be the basis for any revision to the Consideration to be paid to the County by the participating municipalities. Unless a participating municipality objects to any revised Consideration based upon actual Shelter operating costs and terminates its participation in the Shelter under this Agreement three months prior to the expiration of the Initial Term, this Agreement shall automatically review for an additional five (5) year term (the “Renewal Terms”).
- C. Additional services, including but not limited to humane education and community outreach, may be provided by the Shelter if and only if the costs of these services are completely funded under a guaranteed revenue stream.
- D. By signing this Agreement, both parties acknowledge that the Agreement refers to Animal Sheltering Services only; no Animal Control services will be provided under this Agreement.

XI. CONSIDERATION:

- A. The Municipality shall have no ownership, capital, property rights, or equity in the Shelter.
- B. In return for the services outlined in this agreement, the Municipality agrees to provide payment to the County in the amounts and at the times specified on “Schedule A” of this Shared Services Agreement. At least six months prior to expiration of the Initial Term, the County shall provide to the participating municipalities an analysis reflecting the actual costs of operation during the Initial Term. These calculations shall be the basis for any revision to the Consideration to be paid to the County by the participating municipalities.
- C. All payments shall be due and owing on the date stated, without a grace period. In the event that any payment is not received by the due date, then the Municipality shall pay to the County interest at the rate of 18% per annum. If payment is late by more than 30 days, then the County in its sole discretion may terminate the Agreement upon ten days written notice to the Municipality.

XI. SUBCONTRACTS. The County of Cape May reserves the right to execute a subcontractor Agreement for the operation of the animal shelter, and any components thereof as described within this document, providing that said subcontractor subscribes wholly to the terms of this Shared Services Agreement to the satisfaction of the County of Cape May and the Municipality.

IN WITNESS THEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli
Clerk of the Board

BY:

Gerald M. Thornton
Freeholder Director

Date: _____

APPROVED AS TO FORM:

James B. Arsenault, Jr., Esquire
County Counsel

WITNESS:

TOWNSHIP OF DENNIS

Municipal Clerk

Mayor

Date: _____

APPROVED AS TO FORM:

Township Solicitor

Schedule A
DENNIS TOWNSHIP

Schedule A establishes the financial requirements for municipal and County participation. Each increment is based upon a full 12 months at each step, beginning on January 1st and ending on December 31st of each year. Payment of Operating Contract Costs shall be made quarterly on the same schedule as tax disbursement to the County. The contribution to the County Spay and Neuter fund shall be made in a lump sum on or before February 1st of each year.

Year	Annual Spay/Neuter Fund Contribution	Operating Contract Payment 1	Operating Contract Payment 2	Operating Contract Payment 3	Operating Contract Payment 4	Operating Contract Total
2016	\$ 5,535.00	\$ 8,302.75	\$ 8,302.75	\$ 8,302.75	\$ 8,302.75	\$ 33,211.00
2017	\$ 5,535.00	\$ 8,474.75	\$ 8,474.75	\$ 8,474.75	\$ 8,474.75	\$ 33,899.00
2018	\$ 5,535.00	\$ 8,650.25	\$ 8,650.25	\$ 8,650.25	\$ 8,650.25	\$ 34,601.00
2019	\$ 5,535.00	\$ 8,829.25	\$ 8,829.25	\$ 8,829.25	\$ 8,829.25	\$ 35,317.00
2020	\$ 5,535.00	\$ 9,011.75	\$ 9,011.75	\$ 9,011.75	\$ 9,011.75	\$ 36,047.00

Schedule A
DENNIS TOWNSHIP

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2017	\$ 5,535.00	\$ 8,474.75	\$ 8,474.75	\$ 8,474.75	\$ 8,474.75	\$ 33,899.00
2018	\$ 5,535.00	\$ 8,650.25	\$ 8,650.25	\$ 8,650.25	\$ 8,650.25	\$ 34,601.00
2019	\$ 5,535.00	\$ 8,829.25	\$ 8,829.25	\$ 8,829.25	\$ 8,829.25	\$ 35,317.00
2020	\$ 5,535.00	\$ 9,011.75	\$ 9,011.75	\$ 9,011.75	\$ 9,011.75	\$ 36,047.00



State of New Jersey
 THE PINELANDS COMMISSION
 PO Box 359
 NEW LISBON, NJ 08064
 (609) 894-7300
 www.nj.gov/pinelands



Chris Christie
 Governor

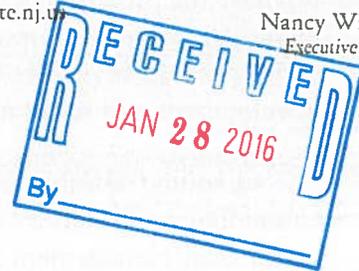
Kim Guadagno
 Lt. Governor

General Information: Info@njpines.state.nj.us
 Application Specific Information: AppInfo@njpines.state.nj.us

Mark S. Lohbauer
 Chairman

Nancy Wittenberg
 Executive Director

January 25, 2016



Dennis Township
 Attn: John C. Gibson
 P.O. Box 204
 Dennisville, NJ 08214

Re: Application # 2015-0058.001
 Block 70, Lot 1
 Dennis Township

Dear Mr. Gibson:

This letter is in response to the information, received by the Commission on December 10, 2015, December 14, 2015, December 16, 2015, December 22, 2015, December 24, 2015, December 30, 2015 and January 4, 2016, proposing the reconstruction and re-alignment of the Academy Road and Fidler Road intersection on the above referenced 0.32 acre lot.

Please submit the following information to complete the application:

1. The submitted plan proposes land disturbance on certain tax lots located adjacent to Academy Road. Please provide the name, address and written consent of all property owner(s) on which land disturbance associated with the proposed development will occur. This included lands subject of temporary construction or drainage easements. Alternatively, provide information regarding the Township's intent to acquire the concerned lands through condemnation.
2. Please address the wetland protection standards (N.J.A.C. 7:50-6.13) for the proposed land disturbance located within wetlands buffers.
3. A cultural resource survey must be undertaken in accordance with the CMP (N.J.A.C. 7:50-6.155) and the Pinelands Cultural Resource Management Plan. The survey is required due to the proximity to two known Native American archaeological sites in the vicinity of the proposed development. A list of consultants and a copy of the Commission's Guidelines for Cultural Resource Surveys are available upon request from the Commission. In general, the survey will result in a report that identifies all historic resources within a project area, determines those that are eligible for Pinelands Designation and clearly indicates what direct and indirect impacts the project will have upon them. The survey must be undertaken by a qualified professional according to the Guidelines for Cultural Resource Surveys established by the Commission.



4. A revised site plan indicating the following information:
 - a. The 300 foot buffer from wetlands; and
 - b. The proposed limits of land disturbance.
5. Because the proposed development will result in greater than 5,000 square feet of land disturbance outside of existing paved surfaces, the stormwater management standards must be addressed. However, the Commission is not requiring stormwater retention since the proposed development will result in a decrease in impervious surfaces.

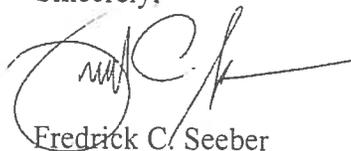
The submitted stormwater management report proposes to install three stormwater inlets containing stone sumps and to retain and infiltrate stormwater within perforated piping. The stormwater management standards of the Pinelands Comprehensive Management Plan (CMP) and the Dennis Township land use ordinances require a minimum two foot separation between the bottom of any infiltration facility and the seasonal high water table. The submitted soil borings indicate that the perforated pipes and the stone inlet sumps will all be located within the seasonal high water table. Therefore, the proposed development is inconsistent with the stormwater management standards of the CMP and the Dennis Township land use ordinances. Please submit information, including a revised stormwater management report and a revised site plan as appropriate, to demonstrate consistency with the stormwater management standards. You may wish to consider proposing (if plausible) surface swales which are designed to meet the seasonal high water table separation and soil suitability (permeability rate) standards instead of the currently proposed perforated pipes and stone inlet sumps. This issue, including other possible stormwater management alternatives to meet these standards, was discussed with your agent Mr. Vincent C. Orlando on January 26, 2016.

For your convenience, application submissions consisting of letter or legal sized documents and electronically notarized application forms may now be submitted via email to AppInfo@njpines.state.nj.us. Large reports, plans, checks, and items that have a manually applied seal (i.e., plot plans, manually notarized items, etc.) must still be submitted as hard copies.

Please include your application number on any submitted information. Within 30 days of receipt, the Commission will review and respond in writing to any submitted information. No further review of the application will occur until the information requested in this letter is submitted.

If you have any questions, please contact the Regulatory Programs staff.

Sincerely,



Fredrick C. Seeber
Environmental Specialist

c: Vincent Orlando