

**REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE -  
OCTOBER 04, 2016 – 6:30 P.M.**

**Meeting called to order:**

The meeting is now open. Adequate notice of the meeting was provided by posting a copy of the time and place on the Municipal Clerk's bulletin board and by publishing notice in the official newspaper on the Township.

Will the Clerk please call the Roll to determine a quorum.

Will everyone please rise to salute the flag and for a moment of silence.

**Public Comment on Agenda Items:**

Review of Consent & Regular Agenda Items

**Consent Agenda**

- |                |  |
|----------------|--|
| Res. #2016-113 | Designating the Official Night for Trick or Treat in Dennis Township.  |
| Res. #2016-114 | Authorizing the Execution of a Promise of Indemnification with the County of Cape May for the Temporary Placement of Holiday Wreaths above Petersburg Road and Main Street in Dennisville. |
| Res. #2016-115 | Authorizing Tri-County Sportsmen's Motorcycle Club, Inc. to Conduct their Dual Hammer Run on November 5 <sup>th</sup> and November 6 <sup>th</sup> , 2016.                                 |
| Res. #2016-116 | Supporting Implementation of State Funding for Preservation and Stewardship of OpenSpace, Parks, Farmland and Historic Sites in New Jersey.  |
| Res. #2016-117 | Approving an Easement to South Jersey Gas Company in Dennis Township and Authorizing the Mayor and Municipal Clerk to Execute the Same.  |

**Regular Agenda:**

- |               |  |
|---------------|--|
| Ord. #2016-06 | An Ordinance of the Township of Dennis, County of Cape May and State of New Jersey, Inserting Chapter of the Code of the Township of Dennis Entitled, "Property, Abandoned and Nuisance". (For Second Reading and Public Hearing). |
| Ord. #2016-07 | An Ordinance of the Township of Dennis, County of Cape May and State of New Jersey Amending Chapter 88 of the Code of the Township of Dennis Entitled, "Dogs". (For Second Reading and Public Hearing).                            |

**REGULAR MEETING OF THE DENNIS TOWNSHIP COMMITTEE –  
OCTOBER 04, 2016 – 6:30 P.M. (page 2)**

**Regular Agenda Continued:**

**Motion for the Bills**

Motion authorizing the payment of the bills, providing that proper vouchers have been filed and that funds are available.                      **General Account      \$**

**Regular Agenda Continued:**

**Administrative Reports**

Municipal Clerk's Report	September, 2016
Registrar's Report	September, 2016
Tax Collector's Report	August, 2016
Construction Official's Report	September, 2016
Engineer's Report	10/04/2016

**General Public Comments**

**Committee Comments**

**Adjournment**

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION NO. 2016-113**

**RESOLUTION DESIGNATING THE OFFICIAL NIGHT FOR TRICK OR TREAT**

**BE IT RESOLVED**, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the official night for "Trick or Treat" in Dennis Township will be Monday, October 31, 2016 during the hours of 5:00 P.M. to 8:00 P.M.

**ATTEST** \_\_\_\_\_ **ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES** :  
**NAYS** :  
**ABSTAINING:**  
**ABSENT** :

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on October 04, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

**ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION NO. 2016-114**

**RESOLUTION AUTHORIZING THE EXECUTION OF A  
PROMISE OF INDEMNIFICATION WITH THE COUNTY OF CAPE MAY  
FOR THE TEMPORARY PLACEMENT OF HOLIDAY WREATHS ABOVE  
PETERSBURG ROAD AND MAIN STREET IN DENNISVILLE**

**WHEREAS**, the Township has requested that the County of Cape May permit temporary placement of holiday wreaths on utility poles above portions of County Route 610 (Petersburg Road and Main Street) in Dennisville; and

**WHEREAS**, the Holiday Wreath Project would last approximately November 18, 2016 thru January 13, 2017; and

**WHEREAS**, the Township has been notified by the County Engineer that the County requires the Township to execute a Promise of Indemnification in order to process our request.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Mayor and Clerk are hereby authorized and directed to execute the Promise of Indemnification so that the County of Cape May can approve the temporary placement of Holiday Wreaths above a portion of County Route 610 (Petersburg Road and Main Street) in Dennisville.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution shall accompany the executed Promise of Indemnification to the County Engineer's Office.

**ATTEST** \_\_\_\_\_ **ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES           :**  
**NAYS           :**  
**ABSTAINING:**  
**ABSENT       :**

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on October 04, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

## INDEMNIFICATION AGREEMENT

This Agreement is made on the 04<sup>th</sup> day of October, 2016, by and Between the Township of Dennis, including, but not limited to, their various members, agents, employees, sub-groups, affiliates, subsidiaries and regional groups, whose principal place of business is 571 Petersburg Road, Dennisville, NJ 08214, (*hereinafter collectively referred to as "Indemnitor"*); and the **THE COUNTY OF CAPE MAY**, their agents, employees, affiliates, political subdivisions and departments thereunder, with their principal place of business located at 4 Moore Road, Cape May Court House, New Jersey 08210, (*hereinafter, collectively, referred to as the "Indemnatee"*).

### RECITALS

Indemnitor has been permitted by Indemnatee to allow the Indemnitor to hang Holiday Wreaths from Friday, November 18, 2016 to January , 2017 on portions of Fidler Road (County Road No. 638) and Petersburg Road (County Road No. 610), owned by Indemnatee. This permission is for the event occurring on the aforementioned date and shall not be construed as permission for any subsequent events. As part of the "Event", the Indemnitor will be permitted to have their participants, agents and employees temporarily close a portion of Fidler and Petersburg Roads. This permission is limited to participants, agents and employees in the "Event" only. "Participants" is defined as "only those individuals who have completed and delivered to Indemnitor a properly completed and signed application and who have been authorized by Indemnitor to participate in the event and all agents and employees of Indemnitor."

The Indemnitee has permitted these participants to close a portion of Fidler Road (County Road No. 638) and Petersburg Road (County Road No. 610) on the date(s) specified in consideration for which the Indemnitee has been promised by Indemnitor that it will have no liability for any and all occurrences, whether property damage, personal injury or the like, occurring as a result of the "Event". Moreover, the indemnity shall be supported and backed by insurance to cover all aspects of Indemnitor's duty to indemnify as set forth herein.

The parties hereto have discussed expressly and in detail the nature of the Indemnitor's promises. It is the intention of both the Indemnitor and the Indemnitee that the Indemnitee, its agents, officers and employees shall not be liable or in any way responsible for damage, loss or expenses resulting to the Indemnitor, its employees, agents, representatives, participants, spectators, chaperones and/or any individual or entity, due to any accident, mishap or injury, either to person or property, or of any nature to any person or any property, or any kind of liability whatsoever arising out of any cause whatsoever.

The Indemnitee has made no promises or representations as to the condition of the designated area(s). Indemnitor has specifically conducted its own inspection and has determined without any reliance by Indemnitee that these areas are suitable and safe.

In consideration of the Indemnitee's permission and agreement to provide the designated area(s) during the aforesaid date and the Indemnitor's promises hereunder, it is agreed as follows:

## **INDEMNIFICATION**

### **1. Incorporation of Recital by Reference.**

The clauses of the Recital, as set forth above, are incorporated herein by reference as if set forth at length and, therefore, constitute a part of the terms of this Agreement.

### **2. Scope.**

Indemnitor assumes the risk of all damage, loss, cost and expenses and agrees to indemnify and hold harmless the Indemnitee, its officers, agents and employees, from and against any and all liability, damage, loss, costs and expense which may accrue to or be sustained by Indemnitee, its officers or employees, on account of any claim, suit or action made or brought against Indemnitee, its officers, agents or employees, for the death of or injury to any person or persons or destruction of property or any money damage claim involving Indemnitor, its agents, employees, representatives, participants, spectators, chaperones, sponsors or any individual or entity, sustained in connection with the "Event" occurring on aforementioned dated.

It is the intention that the Scope of this Indemnification Agreement is the widest and most comprehensive allowable by law and that the Indemnitor should be responsible for any and all liabilities, occurrences, damages or costs which may occur including, without limitation, attorney's fees and all costs of suit or defense.

Indemnitor and Indemnitee agree that this Agreement shall be construed to the fullest extent possible by Law to impose upon the Indemnitor the fullest duties of indemnity which shall include the obligation by Indemnitor to:

(a) inspect the condition of the designated area(s) and to post warnings where necessary to avoid the risk of harm to its participants, employees, spectators and all other individuals and entities;

(b) defend in any claim, lawsuit, arbitration or claim of any sort, nature and type. Said duty to indemnify shall include the duty to defend completely through total and final resolution of the matter including all appeals. It shall include, but is not limited to, any attorney's fees, engineering, expert or other necessary costs incurred as a result of defending or investigating any claim and/or suit of any nature or sort. In the event Indemnitor does not timely provide a defense and indemnity, which causes Indemnitee to incur costs including attorney's fees to enforce any rights pursuant to this Indemnification Agreement, then and in that event, Indemnitor shall also be responsible for said costs and fees, as incurred by Indemnitee.

(c) defend and indemnify the Indemnitees for any claims for reimbursement and/or subrogation by any and all medical providers, medical insurers or worker's compensation carriers or any other individual or entity.

**3. Compliance with the Law.**

Indemnitor agrees that it will comply with and cause all of its employees, agents, representatives, participants, spectators, chaperones and the like to comply with all of the applicable safety rules and all of the rules, regulations and standards issued by the various State, County and Municipal governments.

**4. Waiver and Release.**

Indemnitor waives all rights to make a claim or file a suit against Indemnitee for, and relieves Indemnitee from all liability or responsibility of any kind arising from such damages, loss, cost or expense.

Indemnitor has an obligation to physically inspect the designated area(s) before such time as it permits its participants to commence and shall affirmatively warn its participants, agents and employees of any observable risk.

Indemnitor shall not file a crossclaim or claim of any sort, nature or type against Indemnatee.

**5. Severability.**

It is further understood and agreed by the parties that if any of the provisions hereof should contravene or be invalidated under the Laws of the State of New Jersey, such contravention shall not invalidate this Agreement but shall be construed as if not containing the particular provision which is held to be invalidated and the rights and obligations of the parties shall be construed and enforced accordingly.

**6. Term.**

The duties and obligations under this Indemnification Agreement shall remain in effect for as long as the applicable Statute of Limitations remains in effect and the duty to defend shall extend beyond the Statute of Limitations to the extent any claim is made against Indemnatee at any time in the future as it relates to anything arising out of or occurring under the "Event" scheduled to occur on the aforementioned date.

**IN WITNESS WHEREOF**, the parties hereto have set their hand and seal on the date first written above. By executing this Indemnification Agreement, the individuals represent that they have complete authority to do so on behalf of their respective corporation or agency and may, therefore, effectively bind their principals.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF:

WITNESS:

\_\_\_\_\_  
Jacqueline B. Justice, RMC

By: \_\_\_\_\_  
John Murphy, Mayor

Date: 10/06/2015

ATTEST:

COUNTY OF CAPE MAY

\_\_\_\_\_  
Elizabeth Bozzelli  
Clerk of the Board

By: \_\_\_\_\_  
Gerald M. Thornton  
Freeholder Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION NO. 2016-115**

**RESOLUTION AUTHORIZING TRI-COUNTY SPORTSMEN'S MOTORCYCLE  
CLUB, INC. TO CONDUCT THEIR DUAL SPORT HAMMER RUN**

**WHEREAS**, the Clerk has received a request from the Tri-County Sportsmen's Motorcycle Club, Inc. for permission to use existing trails and roads that cross Township owned property for their Dual Sport Hammer Run; and

**WHEREAS**, said Run is scheduled for November 5<sup>th</sup>, & 6<sup>th</sup>, 2016; and

**WHEREAS**, the Club carries one million dollars of liability insurance which would name the Township as an additional insured.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Clerk is hereby authorized and directed to execute the permission form for the use of Township property by the Tri-County Sportsmen's Motorcycle Club, Inc. for their Dual Sport Hammer Run on November 5<sup>th</sup> & 6<sup>th</sup>, 2016.

**ATTEST** \_\_\_\_\_ **ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES** :  
**NAYS** :  
**ABSTAINING:**  
**ABSENT** :

**RESOLUTION NO. 2016-115**  
**PAGE 2**

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on October 04, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

**TOWNSHIP OF DENNIWS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION NO. 2016-116**

**RESOLUTION SUPPORTING IMPLEMENTATION OF STATE FUNDING FOR  
PRESERVATION AND STEWARDSHIP OF OPEN SPACE, PARKS, FARMLAND AND  
HISTORIC SITES IN NEW JERSEY**

**WHEREAS**, New Jersey voters approved in 2014 to support a long-term sustainable funding source for preservation and stewardship of open space, parks farmland and historic sites in New Jersey; and

**WHEREAS**, the Green Acres Program has helped to preserve over 650,000 acres of land and supported more than 1,100 park development projects over the past 50 years; the State Agriculture Development Committee has preserved 200,000 acres of farmland over the past 30 years; and the Historic Trust has preserved 477 historic sites over the past 45 years; and

**WHEREAS**, funds from the voter referendum are not being allocated to fund these programs in a long-term sustainable fashion; and

**WHEREAS**, the County of Cape May has been a direct beneficiary of, and partner to, these critical state preservation programs; and

**WHEREAS**, substantial unmet needs remain for additional land and water protection, park development, and farmland and historical preservation, for the health and welfare of our communities and residents; and

**WHEREAS**, it is imperative that implementation of this dedicated source of funding be established in order to:

- sustain open space, farmland, and historic preservation programs
- improve and ensure proper stewardship of parks, preserved lands, and historic sites
- provide equitable access to quality parks and recreation in urban, suburban, and rural areas
- match and leverage county, local, and private funds for these purposes
- protect drinking water supplies, water quality, and alleviate costly flood damages
- preserve fish and wildlife habitat and provide public access for hunting and fishing
- revitalize cities and towns and the historic elements that provide character to a community
- protect our quality of life and economic prosperity.

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Committee of the Township of Dennis, County of Cape May and State of New Jersey hereby supports implementation of the long-term, dedicated source of state funding for these purposes.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be served upon Governor Chris Christie, President of the Senate, Cape May County Legislative Delegation, and Cape May County Board of Chosen Freeholders.

**ATTEST** \_\_\_\_\_ **ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk John Murphy, Mayor

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES** :  
**NAYS** :  
**ABSTAINING:**  
**ABSENT** :

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**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**RESOLUTION NO. 2016-117**

**RESOLUTION APPROVING AN EASEMENT TO SOUTH JERSEY GAS COMPANY  
IN DENNIS TOWNSHIP AND AUTHORIZING THE MAYOR AND  
MUNICIPAL CLERK TO EXECUTE THE SAME**

**WHEREAS**, South Jersey Gas Company has requested an easement on a portion of the public right of way known as Old Sea Isle Boulevard and more particularly described on Exhibits 1 and 2 to the Easement attached hereto in order to upgrade and maintain service to Dennis Township and surrounding areas; and

**WHEREAS**, the Township of Dennis believes it is in the best interest of the Township to grant the Easement for a one-time payment of \$4,500.00 in accordance with the conditions contained therein.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey, that the Mayor and Municipal Clerk shall sign the attached easement and the Municipal Clerk shall transmit the original thereof to South Jersey Gas Company upon receipt of \$4,500.00.

**ATTEST** \_\_\_\_\_  
Jacqueline B. Justice, RMC/Clerk

**ATTEST** \_\_\_\_\_  
John Murphy, Mayor

**PRESENTED BY:**

**SECONDED BY:**

**ROLL CALL VOTE:**

**AYES** :  
**NAYS** :  
**ABSTAINING:**  
**ABSENT** :

**RESOLUTION NO. 2016-117**  
**PAGE 2**

This is to certify that this is a true copy of a Resolution adopted by the Dennis Township Committee at their regular meeting held on October 04, 2016 at 6:30 p.m. at the Dennis Township Municipal Building located at 571 Petersburg Road, Dennisville, NJ.

**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

Prepared by:

\_\_\_\_\_  
Jennifer L. Wnek, Esq.

Record & Return To: South Jersey Gas Company  
Attn: Jennifer L. Wnek, Esq.  
One South Jersey Plaza  
Folsom, NJ 08037

<b>Grantee</b>	South Jersey Gas Company
<b>Grantor</b>	Dennis Township

### GRANT OF EASEMENT

**THIS GRANT OF EASEMENT** is made by **Dennis Township a New Jersey Municipality**, having an address of 571 Petersburg Road, Dennisville, NJ 08214 ("Grantor") to **SOUTH JERSEY GAS COMPANY**, a New Jersey Public Utility Corporation, with offices at One South Jersey Plaza, Route 54, Folsom, New Jersey 08037 ("Grantee") as follows:

1. For the payment of **FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00)** to Grantor by Grantee and other good and valuable consideration, including the mutual benefits and covenants herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee a permanent easement (the "Easement") for Grantee's use, occupancy and enjoyment and the use, occupancy and enjoyment of Grantee's licensees, successors in interest and assigns, upon, over, under and across property identified as a portion of the Old Sea Isle City Boulevard on the Tax Map in the Township of Dennis, County of Cape May State of New Jersey for the purposes of laying, constructing and maintaining, operating, inspecting, repairing, altering, extending (including future tie-ins), replacing and removing an underground natural gas pipeline or pipelines, together with all necessary associated above ground equipment, fencing, barriers and appurtenances, (collectively, the "Facilities"). The location of said Easement is identified on Exhibits 1 **[diagram]** and 2 **[metes and bounds description]** hereto, however, once installed the location of said Easement (the "Easement Area") will be determined by Grantee's use for the purposes designated herein.

2. The Easement provided for in this Grant shall be permanent, endure perpetually and shall be for the benefit of, and binding on, the successors and assigns of the parties hereto.

3. Grantee shall have free access to the Easement Area at all times, including the right to enter in and upon the Easement Area with workers, vehicles, equipment and materials, for the purpose of installing, maintaining, inspecting, repairing or adding to the Facilities, without furnishing notice of said entry to Grantor. Grantee shall have the right to cut and fell any brush, trees or other vegetation or plantings located within the Easement Area and in the vicinity of the Easement Area that might, in Grantee's exclusive discretion and sole judgment, interfere with Grantee's access to the Facilities and/or interfere with or threaten the safe, proper or convenient use, maintenance or operation of the Facilities within the Easement Area. Further, notwithstanding any provision to the contrary, in addition to Grantee's access to the Easement Area, Grantee shall have the right as part of the Easement to use at any time as much of the surface of the land of Grantor adjacent to the Easement as may be reasonably necessary for Grantee to enjoy the benefits of the Easement and/or to exercise its rights with respect to the Easement, including (without limitation) use of the adjacent land for working space and the stationing of personnel and equipment during future construction, maintenance, operation, replacement and alteration of the Facilities.

4. Grantee shall construct and maintain the Facility so that it complies with all Local, State and Federal sound and emission requirements. In the event that the Facilities do not comply, Grantee shall be obligated to correct the facilities to comply, be solely responsible for any fines or other charges that may result from any non-compliance and hold Grantor harmless, in accordance with the language contained in paragraph 6, below.

5. Grantee's Easement shall be **exclusive**, and Grantor shall not convey any other easement, right or privilege within or under the Easement Area. Grantor shall not fence or otherwise restrict or impede Grantee's access to the Easement Area. Grantor agrees not to build or allow to be built any structures on, under or above said Easement Area, or change the grade thereof, without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

6. Grantee will reimburse Grantor for, or restore in kind, any damage caused by Grantee outside of the Easement Area. Subsequent to Grantee's initial installation of the Facilities, Grantee will also reimburse Grantor for, or restore in kind, any damage caused by Grantee to any landscaping, paving, curbing, underground facilities or similar improvements permitted under this Grant within the Easement Area. Grantor shall take reasonable measures to mitigate or limit such damage. Grantee further agrees that it shall defend, hold harmless, and indemnify Grantor from and against any and all claims, costs, expenses, losses, or damages for property damage or personal injury to the extent arising out of the negligence or wrongful action or inaction by Grantee. Grantor agrees that it shall indemnify Grantee from and against any and all loss or damages to Grantee's Facilities, caused by Grantor, its agents, subcontractors, employees or assigns.

7. The laws of the State of New Jersey shall govern all matters arising out of or relating to this Grant of Easement, without giving effect to its conflict of laws principles. Grantor agrees that the Superior Court of New Jersey, Cape May County, shall have exclusive jurisdiction and venue to hear and determine any claims or disputes pertaining directly or indirectly to this Grant, including but not limited to, claims for injunctive relief, specific performance and/or damages. Grantor submits and consents in advance to such jurisdiction in any action or suit commenced in such court, and Grantor hereby waives any objection that it may have based upon lack of jurisdiction, improper venue or *forum nonconveniens*.

8. The failure of either Grantor or Grantee to enforce the terms of this Grant of Easement, or any forbearance by either Grantor or Grantee in the exercise of its rights under this Grant, shall not be deemed or construed to be a waiver of any rights under this Grant. No delay or admission by either Grantor or Grantee in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

9. If the Grantor undertakes excavations or other construction, Grantor shall provide sufficient lateral support, by artificial means if necessary, to the Easement Area during the progress and after completion of such excavations or construction.

10. The person or persons executing this Grant represent to having the full authority to do so.

11. All notices to be provided pursuant to this Grant shall be given by certified mail, return receipt requested, addressed as follows or to such other address as such party may subsequently provide by notice to the other party:

GRANTOR  
Township of Dennis  
571 Petersburg Road  
Dennisville, NJ 08214

GRANTEE  
South Jersey Gas Company  
One South Jersey Plaza  
Route 54, Folsom  
New Jersey 08037

Attn: Engineering Dept.

12. If the Easement Area is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee shall be entitled in such proceeding to compensation in accordance with the allocation of value of its interest.

13. ***Grantor does hereby covenant to Grantee as follows:***

A. Grantor is the owner in fee simple of the real estate hereby subjected to said Easement and has good title to convey the same;

B. Grantee shall quietly enjoy said Easement;

C. The premises hereby subjected to said Easement are not subject to any encumbrances or mortgages, or any such encumbrances or mortgages are subordinate to said Easement; and

D. Grantor will provide to the Grantee, if requested, an acceptable Affidavit of Title.

14. Grantor agrees to incorporate a reference to this Grant of Easement in any deed or other such legal instrument by which it transfers an interest in all or a portion of the subject property. However, the failure of Grantor to do so shall not impair the validity of this Grant or limit its enforceability.

15. This Grant contains and expresses all of the agreements and obligations of Grantor and Grantee in regard to this subject matter. Any modification of this Grant must be in writing, duly executed by the Grantor and Grantee, and recorded.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREFORE, the Grantor has caused this Grant to be duly executed on this \_\_\_\_\_ day of September, 2016.

GRANTOR:

TOWNSHIP OF DENNIS

Witness: \_\_\_\_\_

By: \_\_\_\_\_

STATE OF NEW JERSEY:

SS:

COUNTY OF CAPE MAY:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of Dennis Township and which executed the foregoing instrument in accordance with his authority as \_\_\_\_\_ of Dennis Township and by Resolution Granted by the Dennis Township, and that he signed his name thereto by like order.

\_\_\_\_\_

Notary Public

My Commission Expires:

GRANTEE

SOUTH JERSEY GAS COMPANY

Witness:

\_\_\_\_\_

BY: \_\_\_\_\_

**Acknowledgement for South Jersey Gas Company**

STATE OF NEW JERSEY:

SS:

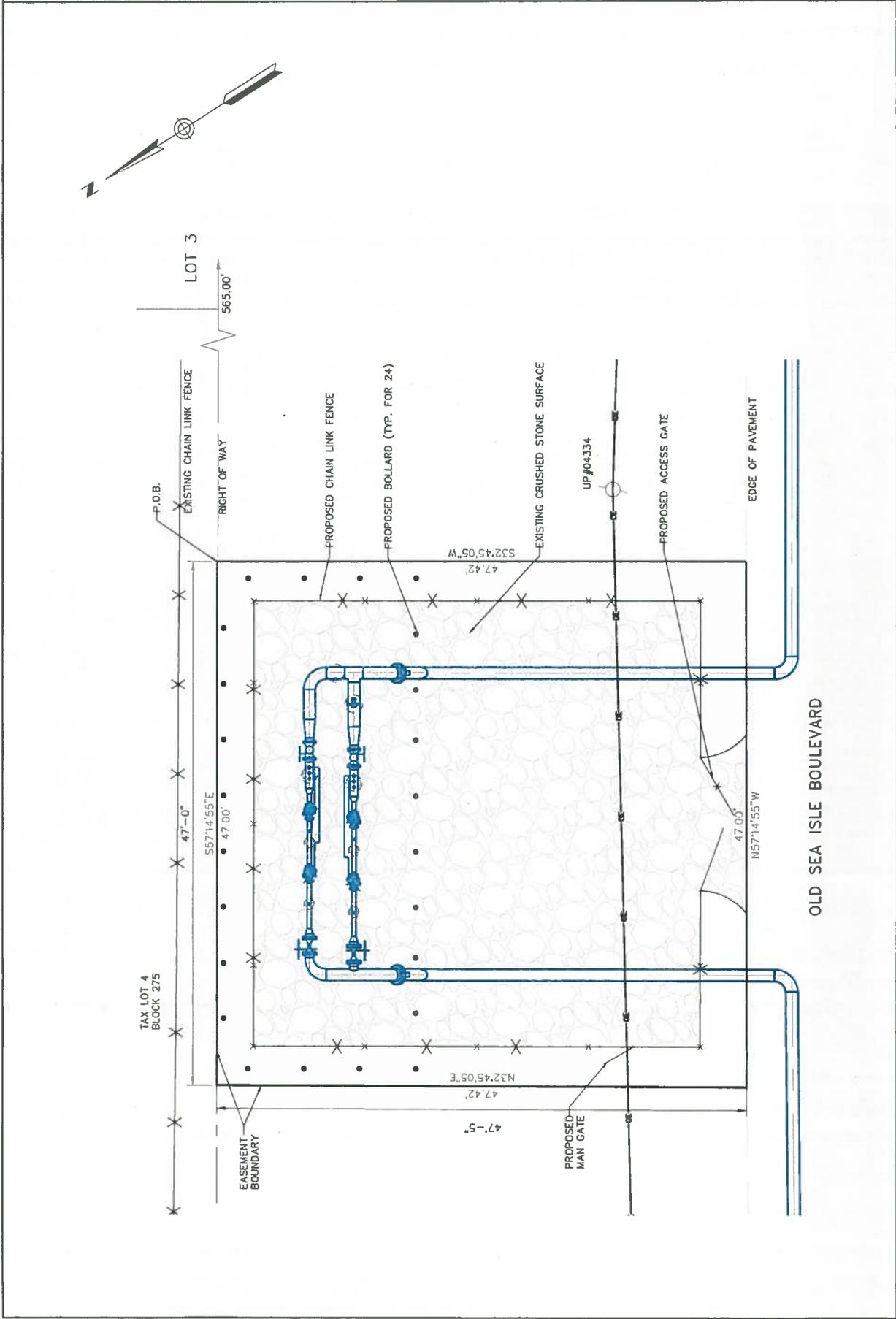
COUNTY OF ATLANTIC:

On this \_\_\_\_ day of \_\_\_\_\_, 2016 before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of South Jersey Gas Company, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_

Notary Public

My Commission Expires:





Certified WBE, NJ Small Business Set-Aside Act and  
Minority and Women Certification Program

2771 Delsea Drive, P.O. Box 370  
Franklinville, NJ 08322  
Ph. 856-694-2424  
Fx. 856-694-5333

Email: tara@provincservices.com

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**METER & REGULATOR STATION DESCRIPTION**  
**OLD SEA ISLE BOULEVARD**  
**DENNIS TOWNSHIP**  
**CAPE MAY COUNTY, NEW JERSEY**

**ALL THAT CERTAIN** tract or parcel of land situate in the Township of Dennis, County of Cape May and State of New Jersey bounded and described as follows:

**BEGINNING** at a point in the northerly line of Old Sea Isle Boulevard (120' wide), said point being South 57°14'55" East and a distance of 565.00 feet from the division line between tax lots 3 and 4, block 275; thence

1. South 32°45'05" West, at right angles to and entering the right of way of Old Sea Isle Boulevard, a distance of 47.42 feet to a point on or near the existing edge of pavement within said right of way; thence
2. North 57°14'55" West, along said edge of pavement, a distance of 47.00 feet to a point for a corner still within the right of way of Old Sea Isle Boulevard; thence
3. North 32°45'05" East, a distance of 47.42 feet to a point for a corner, in the northerly right of way line of Old Sea Isle Boulevard; thence
4. South 57°14'55" East, along said line northerly line of Old Sea Isle Boulevard, a distance of 47.00 feet to the point and place of **BEGINNING**.

**CONTAINING** within said bounds 2,228.58 sf, more or less.

**SUBJECT** to the paramount rights of the public in the right-of-way known as Old Sea Isle Boulevard.

This description is prepared in accordance with a map entitled "Easement Exhibit 1, Meter & Regulator Station" Sea Isle City 12" lateral pipeline replacement prepared by Woodard & Curran, dated July 6, 2016 and noted as job number 228507.

August 22, 2016

Prepared by:

A handwritten signature in black ink, appearing to read "R.E. Vargo".

Robert E. Vargo  
Professional Land Surveyor  
NJ License #GS43261

Exhibit 2

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**ORDINANCE NO. 2016-06**

**AN ORDINANCE OF THE TOWNSHIP OF DENNIS, COUNTY OF CAPE MAY AND STATE OF NEW JERSEY,  
INSERTING CHAPTER , OF THE CODE OF THE TOWNSHIP OF DENNIS ENTITLED, "PROPERTY,  
ABANDONED AND NUISANCE"**

**WHEREAS**, recent events in the local and national housing market have led to a drastic rise in the number of foreclosed houses. In municipalities throughout the nation, homes are being left vacant as families are forced to move. These homes are frequently repossessed by banks, financial institutions, and large real estate conglomerates who have little or no connection with the municipality in which they own property; and

**WHEREAS**, many of these homes are frequently vacated prior to the conclusion of the foreclosure process. Homes sit empty for months or years at times, awaiting foreclosure sale; often creating a substantial public nuisance. In many cases, these homes are in violation of multiple aspects of state and local building, sanitary, and nuisance codes. The mortgagees are typically large financial institutions located out of state, making enforcement efforts very difficult; and

**WHEREAS**, these code violations include, among other violations, unoccupied buildings susceptible to vandalism and or open structures, rendering them unsafe and dangerous, yards full of litter and debris, unlocked houses, un-shoveled snow that renders sidewalks dangerous and impassable, overgrown grass and bushes and unsecured swimming pools that are not only a threat to children, but become breeding grounds for infectious insects, such as mosquitoes; and

**WHEREAS**, in addition to the dangerous conditions described in the aforementioned clauses, these violations, if left unabated tend to increase the negative economic and aesthetic impact on the Township. Specifically, these eyesores contribute to lowered neighborhood property values and detract from any and all beautification efforts. Overall, foreclosures and vacant dwellings severely and appreciably impact the quality of life and the health, safety and welfare of the residents of Township of Dennis; and

**WHEREAS**, foreclosures, and vacant homes and their impact on local residents' quality-of-life have become a nationwide epidemic. Banks and other financial institutions are refusing to maintain properties they now own and municipal inspectors have turned into investigators as they try to find out who the new owners are and how to contact them to correct code violations; and

**WHEREAS**, the Township Committee of Township of Dennis finds it necessary in order to protect the health and welfare of its citizens, to adopt legislation which will assist the efforts of our code enforcement officers in assuring properties are in compliance with the State and local laws and ordinances;

**NOW, THEREFORE, BE IT ORDAINED** by Township Committee of Township of Dennis that Chapter     be inserted into the Code of Township of Dennis as follows:

The title of Chapter     shall be entitled **“Property, Vacant, Abandoned and Nuisance”**

**Section -1. Definitions**

The following definitions shall be added within this chapter:

**Days** - Shall mean consecutive calendar days.

**Foreclosing** - Shall mean the process by which property, placed as security for a real estate or other loans, is prepared for sale to satisfy the debt if the borrower is in default under the terms of the loan.

**Initiation of the Foreclosure Process.**

Shall mean any of the following actions taken by a Lienholder or Mortgage Holder or Mortgagee.

- A) taking possession of the property.
- B) delivering a Creditor’s or mortgagee’s notice of intention to foreclose to the borrower.
- C) commencing a foreclosure action or filing a *lis pendens in the Superior Court of New Jersey*.

**Lienholder or Mortgage Holder or Mortgagee** - Shall mean the creditor, including but not limited to, service companies, lenders in a mortgage agreement and any agent, servant or employee of the mortgagee, or any successor in interest and/or assignee of the mortgagee’s rights, interests or obligations under a mortgage agreement. Collectively herein referred to as “Creditor”

**Owner**- Shall mean every person, entity, service company, property manager or real estate agency, who, alone or severally with others:

- A) has legal or equitable title to any dwelling, dwelling unit, mobile dwelling unit or parcel of land, vacant or otherwise; or
- B) has care, charge or control of any dwelling, dwelling unit or parcel of land, vacant or otherwise, in any capacity, including but not limited to agency, executor, executrix, administrator, administratrix, trustee or guardian, of the estate of the holder of legal title; or
- C) is a Mortgagee in possession of any such property;
- D) is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or

E) is an officer or trustee of the Association of unit owners of the condominium. Each such person is bound to comply as if he were the owner or

F) every person who operates a rooming house; or

G), is a trustee who holds, owns or controls mortgage loans for mortgage-backed securities transactions and has initiated the foreclosure process.

**Public Officer** – Shall mean the Township Clerk or designee(s) of the Township of Dennis as designated by the Township Clerk.

**Property**- Shall mean any real estate, residential property, or portion thereof, located in the Township of Dennis , including buildings or structures situated on the property. For the purpose of this section only, Property does not include property owned or subject to the control of the Township or any of its governmental bodies or agencies.

**Residential Property** - Shall mean any property that contains one or more dwelling units used, intended or designed to be occupied for living purposes.

**Securing** - Shall mean taking measures that assist in making the property inaccessible to unauthorized persons.

**Vacant Property** -Shall mean any building used or to be used as a residence which is not legally occupied or at which substantially all lawful construction operations or residential occupancy has ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation; provided, however, that any property that contains all building systems in working order and is being actively marketed by its owner for sale or rental, should not be deemed vacant. Property determined to be “abandoned property” in accordance with the meaning of such term in the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19 – 78, et seq., shall also be deemed to be vacant property for the purpose of this Ordinance.

**Section -2.**

Registration of Vacant and/or Foreclosing Properties; Duty to Provide Written Notice of Vacant, Residential Property and/or Mortgage Foreclosure.

A) Effective January 1, 2017, the Owner of any Vacant Property as defined herein shall, within 60 days after the building becomes Vacant Property or within 30 days after assuming ownership of the Vacant Property, whichever is later, shall file a registration statement for each such Vacant Property with the Public Officer, on forms provided by the Township of Dennis for such purposes. The registration shall remain valid for one year from the date of registration. The Owner shall be required to renew the registration annually as long as the building remains Vacant Property and shall pay a registration or renewal fee in the amount prescribed herein for each Vacant Property registered.

B) Effective January 1, 2017, a Lien-holder Mortgage Holder or Mortgagee (collectively “Creditor”), serving a summons and complaint in an action to foreclose on a mortgage on residential property shall, within 10 days of serving the summons and complaint, notify

the municipal clerk that a summons and complaint in an action to foreclose on a mortgage has been filed against this property. The notice shall contain the name and contact information for the representative of the Creditor, who is responsible for receiving complaints of property maintenance and code violations and shall be provided by mail, or electronic communication at the discretion of the municipal clerk. In the event that the property being foreclosed on is an affordable unit pursuant to the Fair Housing Act, then the Creditor shall identify that the property is subject to the Fair Housing Act. The notice shall also include the street address lot and block number of the property and the full name and contact information of an individual located within the State of New Jersey who is authorized to accept service on behalf of the Creditor. The notice shall be provided to the municipal clerk within 10 days of service of a summons and complaint in an action to foreclose on a mortgage against the subject property.

Any Creditor that has initiated a foreclosure proceeding on any residential property which is pending in Superior Court shall provide to the Municipal Clerk, a listing of all residential properties in Dennis Township for which the Creditor has foreclosure action pending by street address and lot and block number.

C) Any Owner, or Creditor of any building that meets the definition of Vacant Property prior to January 1, 2017, shall file a registration statement for that Property on or before January 31, 2017. The registration statement shall include the information required herein, as well as any additional information that the Public Officer may reasonably require.

D) The Owner or Creditor shall notify the Public Officer within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the Public Officer for such purposes.

E) The registration statement shall be deemed prima facie proof of the statements therein contained, and any administrative enforcement proceeding or court proceeding instituted by the Township against the Owner or Creditor of the building.

### **Section -3. Registration Statement Requirements; Property Inspection.**

After filing a registration statement or a renewal of a registration statement, the Owner or Creditor of any Vacant Property shall provide access to the Township to conduct an exterior and interior inspection of the building to determine compliance with municipal code, following reasonable notice, during the period covered by the initial registration or any subsequent renewal.

A) The registration statement shall include the name, street address and telephone number of a natural person 21 years of age or older, designated by the Owner or Creditor as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding on behalf of such parties in connection with the enforcement of any applicable code. The person must maintain an office in the State of New Jersey, or reside within the State of New Jersey. The statement shall also include the name of the person responsible for maintaining and securing the property.

B) By designating an authorized agent under the provisions of this section, the Owner or Creditor consents to receive any and all notices of code violations concerning the registered Vacant Property, and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any Owner or Creditor who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the Public Officer is notified of a change of authorized agent. The designation of an authorized agent in no way releases any party from any requirements of this Ordinance.

#### **Section -4 Fee Schedule**

The initial registration fee for each building shall be \$500. The fee for the first renewal year shall be \$1500. The fee for the second renewal year shall be \$3,000. The fee for the 3<sup>rd</sup> and subsequent renewal year shall be \$5,000. Such fee shall be payable to the Township of Dennis and submitted to the Township Clerk.

#### **Section -5 Requirements for Owners or Creditors of Vacant Property**

1. The Owner or Creditor of any building that has become Vacant Property and any person maintaining, operating, or collecting rent for any such building that has become Vacant shall, within 30 days:

A) Enclose and secure the building against unauthorized entry as provided in the applicable provisions of the Code of Dennis Township, or as set forth in rules and regulations adopted by the appropriate authority, including a Redevelopment Entity, to supplement this Code;

B) Post a sign affixed to the building indicating the name, address and telephone number of the Owner or Creditor, the authorized agent for the purposes of service of process and the person responsible for day-to-day supervision and management of the building. The sign shall be of a size and placed in a location so as to be legible from the nearest public street or sidewalk (i.e. public right of way), whichever is nearer but shall be no smaller than 18" x 24" and

C) Secure the building from unauthorized entry and maintain the sign until the building is again legally occupied or demolished, or until repair or rehabilitation of the building is complete.

2. In the event the Owner of a residential property vacates or abandons any property on which a foreclosure proceeding has been initiated or if a residential property becomes vacant at any point subsequent to the Creditors filing the summons and complaint in an action to foreclose on a mortgage against the subject property, but prior to vesting of title in the Creditor or any other 3<sup>rd</sup> party, and the property is found to be a Nuisance or in violation of any applicable State or local code, the Public Officer, municipal clerk or other authorized municipal official shall notify the Creditor, which shall have the responsibility to abate the nuisance or correct the violation in the

same manner and to the same extent as the title owner of the property, to such standard or specification as may be required by State law or municipal code. The Public Officer or other authorized municipal official shall include a description of the conditions that gave rise to the violation with the notice of violation and shall provide a period of not less than 30 days from the Creditor's receipt of the notice for the Creditor to remedy the violation. If the Creditor fails to remedy the violation within that time, the municipality may impose penalties allowed for the violation of municipal ordinance pursuant to N.J.S.A. 40:49 – 5.

In the event the Township of Dennis expends public funds in order to abate a nuisance or correct a violation on a residential property in situations in which the Creditor was given notice pursuant to the provisions of sub section 2 hereinabove, but failed to abate the nuisance or correct the violation as directed, the Township of Dennis shall have the same recourse against the Creditor as it would have against the title owner of the property, including but not limited to the recourse provided under N.J.S.A. 55:19 – 100.

**Section -6 Violations and Penalties**

A) Any Owner or Creditor who is not in full compliance with this Ordinance, or who otherwise violates any provision of this Ordinance shall be subject to a fine of not less than \$500 and not more than \$1000 for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this Ordinance shall be recoverable from the Owner or Creditor, as the case may be, and shall be a lien on the Property.

B) For purposes of this section, failure to file a registration statement in time, failure to provide correct information on the registration statement, failure to comply with the provisions of any portion of this Ordinance, shall be deemed to be violations of this Ordinance.

C) Nothing in this Ordinance is intended, nor shall be read to conflict or prevent Dennis Township from taking action against buildings found to be unfit for human habitation or unsafe structures as provided in the applicable provisions of the Code of the Township of Dennis.

**BE IT FURTHER ORDAINED** by the Township Committee of the Township of Dennis, County of Cape May, State of New Jersey that Chapter        be inserted into the code of the Township of Dennis; and

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon final passage and publication in accordance with law.

\_\_\_\_\_  
John Murphy, Mayor

\_\_\_\_\_  
Brian O'Connor, Deputy Mayor

---

Lisa Salimbene, Committee Member

---

Donald Tozer, Committee Member

---

Julie Fry DeRose, Committee Member

The foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Dennis on September 06, 2016. Publication will be held on September 14, 2016 and a Public Hearing will be held at a meeting of the said Township Committee to be held on October 04, 2016 at 6:30 p.m. in the Municipal Building located at 571 Petersburg Road in Dennisville.

**ATTEST** \_\_\_\_\_  
**Jacqueline B. Justice, RMC/Clerk**

**TOWNSHIP OF DENNIS**

**COUNTY OF CAPE MAY  
STATE OF NEW JERSEY**

**ORDINANCE NO. 2016-07**

**AN ORDINANCE OF THE TOWNSHIP OF DENNIS, COUNTY OF CAPE MAY AND STATE  
OF NEW JERSEY AMENDING CHAPTER 88 OF THE CODE OF THE TOWNSHIP OF  
DENNIS ENTITLED "DOGS"**

WHEREAS, the Township of Dennis is desirous in amending Chapter 88; and

WHEREAS, the Township of Dennis hereby amends Chapter 88 to read as follows.

**SECTION 1.**

**ARTICLE II**

**SECTION 88-11. Definitions.**

Definitions used throughout this Article II are as follows:

- A. **BEDDING** - Material to provide a bed for a dog.
- B. **CARETAKER** - Any person who takes care of the house or land of an owner who may be absent and is responsible for the keeping of a dog.
- C. **DOG** – A domesticated carnivorous mammal that typically has a long snout, an acute sense of smell, and a barking, howling, or whining voice. It is widely kept as a pet or for work or field sports.
- D. **DOG OF LICENSING AGE** – Any dog which has attained the age of seven months.
- E. **DOGHOUSE** - A covered and protected domicile for a dog.
- F. **ENCLOSURE** - Any structure used to restrict a dog or dogs to a limited amount of space, such as a pen, run, cage or compartment.
- G. **HANDLER** - Any person in immediate physical charge of a dog.
- H. **IMMEDIATE** – Shall mean that the pet solid waste is removed at once, without delay.
- I. **KENNEL** - Any establishment wherein or whereon the business of boarding or selling dogs or breeding dogs for sale is carried on, except a pet shop.
- J. **OWNER** - When applied to the proprietorship of a dog, includes every person having a right of property in such dog and every person who has such dog in his keeping.
- K. **PEN** – An enclosure for a dog.

- L. **PERSON** – Any individual, corporation, company, partnership, firm, association, or political subdivision of this state subject to municipal jurisdiction.
- M. **PET** – A domesticated animal (other than a disability assistance animal) kept for amusement or companionship.
- N. **PET SOLID WASTE** - Waste matter expelled from the bowels of the pet; excrement.
- O. **PET SHOP** - Any place of business that is not part of a kennel wherein animals, including, but not limited to, dogs, cats, birds, fish, reptiles, rabbits, hamsters or gerbils are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship rather than for business or research purposes.
- P. **POUND** - An establishment for the confinement of dogs seized under the provisions of this article or otherwise.
- Q. **PROPER DISPOSAL** - Placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by the municipality or some other refuse collector; or disposal into a system designated to convey domestic sewage for proper treatment and disposal. **SHELTER** - Any establishment where dogs are received, housed and distributed without charge.

**SECTION 88-12. Restraint of Dogs.**

- A. Owners, caretakers, guardians or handlers of dogs will exercise diligence and reasonable care to prevent said dogs from leaving their premises regardless of whether their premises is owned, leased or rented. Restraint exists when the dog is:
  - (1) Enclosed and properly provided for pursuant to N.J.S.A. 4:22-17 within a house, building, properly maintained fence, pen or other enclosure.
  - (2) Pens or other enclosures for each dog must be 4 feet in height and square footage as follows:
    - 1 DOG.....64 SQ. FT.
    - 2 DOGS.....90 SQ. FT.
    - 3 DOGS.....144 SQ. FT.
    - 4 DOGS.....196 SQ. FT.
    - OVER 4 DOGS.....An additional 24 SQ. FT. for each dog.
  - (3) The pens or other enclosures shall include a soundly constructed, safely positioned and properly maintained doghouse.

- (4) Every doghouse shall contain bedding such as straw or other absorbent material in sufficient quality to provide adequate insulation for the dog(s) in the doghouse. Bedding shall be maintained in a dry condition and renewed or changed as necessary.
- B. Owners, caretakers, guardians or handlers of dogs will exercise diligence and reasonable care to keep dogs under restraint. In circumstances in which the dogs are not located on premises owned, leased or rented by the caretakers, guardians or handlers, dogs must be handled in a humane manner pursuant N.J.S.A. 4:22-17.
- C. Owners, caretakers, guardians or handlers of dogs may attempt to prevent said dogs from leaving the premises by installing an invisible fence. Owners, caretakers, guardians or handlers of dogs are responsible for the maintenance of the invisible fences and shall exercise diligence to keep the fence in proper working order.
- D. Kennels, pet shops, shelters and pounds shall comply with the provisions of applicable state statues and administrative regulations.

### **SECTION 88-13. Chaining or Tethering of Dogs.**

Dogs must be able to move freely when chained or tethered and should be confined for a period no greater than nine hours within a twenty-four-hour period. The size of the tether or chain must be a minimum of 15 linear feet and shall remain tangle free. Dogs must be equipped with properly fitted harness or buckle type collars. Choke collars or prong type collars are no permitted. The tether or chain shall be constructed of lightweight cable. A doghouse shall be accessible to dogs that are chained or tethered.

### **SECTION 88-14. Prohibited Activities and Treatment**

- A. No owner, caretaker, guardian or handler shall withhold proper shelter, protection from weather, veterinary care and immune care to any animal. No owner, caretaker, guardian or handler shall fail to provide his or her animal with sufficient food and drinkable water on a daily basis. Food and water must be in an animal food consumption or water consumption type container, feeder or waterer.
- B. No animal shall be subjected to unnecessary suffering and cruelty such as subjecting the animal to prolonged fear, injury, pain or physical abuse. Interaction with humans and other animals shall not be unreasonably withheld. Any individual, currently licensed by the State Board of Veterinary Medical Examiners to practice veterinary medicine, who is acting within his or her scope of practice to deliver acceptable and medically sound veterinary care to an animal, shall be exempt from this section.
- C. In extreme weather below 32 degrees and above 95 degrees and in major storms where evacuation is recommended, all outdoor dogs and indoor/outdoor cats (with the exception of feral cats) must be brought indoors whether tethered or kenneled, unless the kennel is heated or air conditioned according to safety code. Indoors will include any area of the residence which is temperature controlled and garage and basement unless heated in cold or air conditioned in heat will not be considered adequate.
- D.. Any violations of Sections 88-3-2, 88-12, 88-13, 88-14 or 88-15 in addition to other methods of enforcement provided by law, may be enforced by the issuance of a Notice of

Violation Citation issued by the New Jersey State Police, any Animal Control Officer or any other person who actually observes or witnesses a violation.

**SECTION 88-15. Duties of citizens.**

- A. Any operator of a motor vehicle who accidentally strikes a dog or cat shall stop and render such assistance to the dog or cat as may be possible, provided it could be accomplished safely and without danger to the motorist, pedestrians or other motorists.
- B. The operator of a motor vehicle involved in such an accident shall promptly report such injury or death to the appropriate law enforcement agency.

**SECTION 88-16. Violations and penalties.**

- A. Enforcement of all sections within Article II shall be commenced by the filing of a complaint with the Municipal Court of the Township of Dennis.
- B. Any person found guilty of violation of Section 88-3-2 shall be subject to a fine not to exceed the sum of two hundred (\$200) dollars for a first offense. For a second offense or subsequent offense a fine of not less than two hundred (\$200) dollars nor more than five hundred (\$500) dollars. An individual need not be charged as a subsequent offender in order to be fined as a subsequent offender.
- B. Any person found guilty of all other sections of this Article II by the Municipal Court of the Township of Dennis shall be subject to a fine not exceeding the sum of five hundred (\$500.00) or imprisonment not to exceed ninety (90) days or both, provided, however, that the Court shall waive or suspend any fines if the Court determines it is appropriate to do so. Furthermore, the Court may order restitution be paid to any person or entity that incurs expenses related to the investigation and prosecution of any offender of this Article II.

**SECTION 2.** All other ordinances in conflict or inconsistent with this ordinance are hereby repealed, to the extent of such conflict or inconsistency.

**SECTION 3.** Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared to be severable.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Dennis, County of Atlantic, State of New Jersey that Chapter 88 of the code of the Township of Dennis be and the same is hereby amended; and

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately upon final passage and publication in accordance with law.

---

John Murphy, Mayor

---

Brian O'Connor, Deputy Mayor

---

Lisa Salimbene, Committee Member

---

Donald Tozer, Committee Member

---

Julie Fry DeRose, Committee Member

The foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Dennis on September 06, 2016. Publication will be held on September 14, 2016 and a Public Hearing will be held at a meeting of the said Township Committee to be held on October 04, 2016 at 6:30 p.m. in the Municipal Building located at 571 Petersburg Road in Dennisville.

**ATTEST**

---

**Jacqueline B. Justice, RMC/Clerk**

**MAYOR**  
JOHN MURPHY

Recreation Department  
Revenue & Finance  
Administration  
Emergency Management  
Public Works

**DEPUTY MAYOR**  
BRIAN O'CONNOR

Recreation Department  
Administration  
Board of Health  
Code Enforcement  
School Liaison

**COMMITTEE MEMBER**  
JULIE FRY DEROSE

Tax Offices  
Grants  
Clean Communities  
Municipal Court



571 Petersburg Road  
P.O. Box 204  
Dennisville, NJ 08214  
(609) 861-9700 Fax: (609) 861-9719

**COMMITTEE MEMBER**  
DONALD TOZER

Public Works  
9-1-1- Coordinator  
Emergency Management  
Fire & Rescue  
Construction  
Land Use Board

**COMMITTEE MEMBER**  
LISA SALIMBENE

Senior Center  
Grants  
Museum & History Center  
Cultural & Heritage  
Environmental Commission  
Municipal Alliance

**MUNICIPAL CLERK**  
JACQUELINE B. JUSTICE, RMC

### SEPTEMBER, 2016 MUNICIPAL CLERK'S REPORT

Planning/Zoning Board	\$	1,350.00
Clerk Search (0)		0.00
Property Lists (2)		20.00
Copies		0.00
Zoning Book & Maps		0.00
Vital Statistics		228.00
Campground Licenses (0)		0.00
Mercantile Licenses (0)		0.00
Street Opening Permit (1)		50.00
Miscellaneous (Vend Lic )		100.00
		<hr/>
<b>TOTAL</b>	<b>\$</b>	<b>1,748.00</b>

**MAYOR**  
JOHN MURPHY

Recreation Department  
Revenue & Finance  
Administration  
Emergency Management  
Public Works

**DEPUTY MAYOR**  
BRIAN O'CONNOR

Recreation Department  
Administration  
Board of Health  
Code Enforcement  
School Liaison

**COMMITTEE MEMBER**  
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**COMMITTEE MEMBER**  
LISA SALIMBENE

Senior Center  
Grants  
Museum & History Center  
Cultural & Heritage  
Environmental Commission  
Municipal Alliance

**MUNICIPAL CLERK**  
JACQUELINE B. JUSTICE, RMC

### **SEPTEMBER, 2016 REGISTRAR'S REPORT**

Certified Marriages (4)	\$	40.00
Marriage License (6)		168.00
Certified Death (1)		10.00
Certified Birth (1)		10.00
Burial Permit (0)		0.00
Civil Union (0)		0.00
Certified Civil Union (0)		0.00
Certification (0)		0.00
<b>TOTAL</b>		<b>\$ 228.00</b>



# Dennis Township

571 Petersburg Rd

Dennisville, NJ 08214

(609)861-9700 FAX (609)861-9719

## Summary Report

Permits for the Period 9/01/2016 thru 9/30/2016

### FROM THE PERMITS FILE

#### Number of Permits Processed

Permits	42
Certificates	15

#### Ownership

Private	42
Public	0

#### Housing Unit Changes

	Sale	Rental
Gained	1	0
Lost	0	0
Change	1	0

#### Type of Work

New Building	0
Additions	0
Alterations	42
Demolitions	0
<b>Technical Subcodes</b>	
Building	28
Electric	30
Fire	4
Plumbing	8
Elevator	0
Mechanical	1

#### Fee Summary (From the PERMITS File. Does not include Walkthru & Ongoing)

Type	Inspection	Admin	Total	Waived	Net
Building	4,440	0	4,440	0	4,440
Electric	3,615	0	3,615	0	3,615
Fire	250	0	250	0	250
Plumbing	770	0	770	0	770
Elevator	0	0	0	0	0
Mechanical *	50	0	50	0	50
Other <i>Zoning</i>	0	----	0	0	125
DCA	892	----	892	----	892
Cert & Misc	635	----	635	----	510
<b>Totals</b>		0	10,652	0	10,652

\* Per State instructions, MECHANICAL is combined with OTHER for transmittal

#### Certificates

Certif. of Occup.	2
Certif. of Approvl	13
Other	0

#### Summary Statistics

	Public	Non-Public
Total Area .....	0	0
Total Volume .....	0	0
Total Value of Constr.	0	467,869
Total Value of Alter'n's	1,000	467,869

### FROM THE PAYMENTS FILE (Includes fees paid in-period against permits issued outside of report date range)

		Permits		
Violations/Penalties	0	Elevator Ongoing	0	Permit fees (DCA) Inc Part Pymt
Contractor Licenses	0	Pool Ongoing	0	Adjustments
Misc Fees	0.00	Other Ongoing	0	Net
				<u>\$10,652</u>
				Ongoing Total
				0
				Walkthru
				0
				Part Pd, e.g. Review
				0
				<u>PERMIT TOTAL</u>
				\$10,652
				<u>GRAND TOTAL</u>
				\$10,652.00

Report Date: 10/03/2016

## ENGINEERS REPORT

OCTOBER 4, 2016

I INSPECTED AND APPROVED A SOUTH JERSEY GAS COMPANY ROAD OPENING APPLICATION FOR A MAIN EXTENSION AND FOUR SERVICES ON TATLERS ROAD.

WE RECEIVED FORMAL NOTICE FROM THE CAPE MAY COUNTY OPEN SPACE BOARD THAT THEY HAVE RECOMMENDED TO THE BOARD OF FREEHOLDERS THAT DENNIS TOWNSHIP RECEIVE A GRANT FOR CONSTRUCTION OF A BIKEWAY FROM MIDDLE TOWNSHIP TO SOUTH SEAVILLE. THE PROJECT AMOUNT IS \$824,000.00 WITH DENNIS TOWNSHIP'S SHARE IN THE AMOUNT OF \$85,000.00. THE NEXT STEP WILL BE FOR COUNTY COUNSEL TO DEVELOP A DRAFT AGREEMENT FOR YOUR CONSIDERATION.

IN THE INTERIM I HAVE BEEN PREPARING, WITH THE HELP OF THE COUNTY PLANNING BOARD STAFF THE REQUIRED EXHIBITS TO PRESENT TO THE ATLANTIC CITY ELECTRIC COMPANY FOR PERMISSION TO USE THAT PORTION OF THEIR RIGHT OF WAY WHICH WAS THE FORMER SOUTH JERSEY AND MILLVILLE RAILROAD.

AS INSTRUCTED, I HAVE DISCUSSED WITH THE TOWNSHIP TREASURER YOUR REQUEST TO UTILIZE ANY AVAILABLE CAPITAL FUND BALANCES TO INCREASE THE APPROPRIATION FOR PAVING AND STRIPING THE RECREATION COMPLEX PARKING AREAS TO THE CURRENT ESTIMATE OF \$145,000.00.

AS A RESULT OF CITIZEN COMMENT AT THE LAST MEETING, I INSPECTED THE CONDITION OF THE PAVEMENT OF LAKE VISTA DRIVE. THE PAVEMENT WHICH IS APPROXIMATELY 32' WIDE BY 1600' LONG IS CRACKED AND WEATHERED AND SHOULD BE CONSIDERED FOR RESURFACING. SHOULD THE COMMITTEE DECIDE TO INCLUDE IT ON THE CAPITAL SCHEDULE FOR REPAVING, THE COST IS ESTIMATED AT \$108,000.00.

WE HELD OUR QUARTERLY SAFETY COMMITTEE MEETING LAST WEEK. MINUTES ARE AVAILABLE FOR YOUR REVIEW.

THE MAYOR AND I ATTENDED A MEETING WITH ATLANTIC ELECTRIC COMPANY REPRESENTATIVES. WE WERE INTRODUCED TO THEIR PROPOSED PLANS FOR REPLACING THE WOODEN POLES ON ROUTE 9 WITH STEEL POLES AND PROBABLE CONSTRUCTION STAGING AREA.

RESPECTFULLY SUBMITTED,  
JOHN C. GIBSON, P.E. 10/4/16