

TOWNSHIP OF BORDENTOWN

TOWNSHIP COMMITTEE REGULAR MEETING AGENDA

DATE: JANUARY 25, 2016 TIME: 7:00 P.M. MEETING ROOM, MUNICIPAL BUILDING

ATTENDANCE: PRESENT ABSENT

_____	_____	Mayor Popko
_____	_____	Deputy Mayor Benowitz
_____	_____	Committeeman Cann
_____	_____	Committeeman Carson
_____	_____	Committeeman Holliday
_____	_____	Township Clerk Eckert
_____	_____	Attorney Fahey
_____	_____	Chief Financial Officer Kocian
_____	_____	Public Works Director Buhrer
_____	_____	Police Chief Nucera

1. Salute to the flag and moment of silence.
2. Roll Call.
3. Open Public Meeting Announcement:

In compliance with the Open Public Meetings Act, adequate notice of this meeting was provided in the following manner:

On January 4, 2016, advance written notice of this meeting was posted on the bulletin board opposite the main entrance to the meeting room in the Municipal Building; was faxed to the the BURLINGTON COUNTY TIMES and THE TIMES; was filed with the Clerk of Bordentown Township; and was mailed to all persons who requested and paid for such notice.

4. The proceedings of this meeting, which are open to the public, are being electronically recorded. Requisite minutes are kept for all meetings, whether open or closed to the public.
5. Resolution to meet in closed session:

BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby recess this Regular Meeting to meet in Closed Session for the purpose of discussing Professional Contract Matters (Transco Compressor Station and Extension of PSA for Helmer, Conley & Kasselmann); Construction Department Personnel Matter and Code Enforcement Personnel Matter.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon the determination of the Township Committee that the public interest will no longer be served by such confidentiality.

6. Administrative Review
 - a. Review of agenda
 - b. Review of correspondence

CONSENT AGENDA ITEMS:

- a. Township Committee review and discussion of Consent Agenda Items.
 - b. Questions or comments from the audience on consent agenda items.
 - c. Motion, Second and Roll Call to adopt Resolutions #2016-025-7 through #2016-025-16.
7. Resolution #2016-025-7 entitled APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: PAYMENT OF BILLS.
 8. Resolution #2016-025-8 entitled APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: MINUTES OF MEETINGS AND FILING OF REPORTS.
 9. Resolution #2016-025-9 entitled AUTHORIZING 2016 BUDGET APPROPRIATION RESERVE TRANSFERS (N.J.S.A. 40A:4-59).
 10. Resolution #2016-025-10 entitled AUTHORIZING REFUND OF TAX SALE PREMIUM.
 11. Resolution #2016-025-11 entitled APPROVE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF FLORENCE FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP).
 12. Resolution #2016-025-12 entitled RESOLUTION AUTHORIZING EXTENSION OF AGRICULTURAL LEASE AGREEMENTS BETWEEN THE TOWNSHIP OF BORDENTOWN AND STEPHEN TURGYAN.
 13. Resolution #2016-025-13 entitled RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PYROTECNICO FOR JULY 4TH FIREWORKS DISPLAY.
 14. Resolution #2016-025-14 entitled RESOLUTION AUTHORIZING A REFUND OF A CONSTRUCTION PERMIT FEE TO SOLAR CITY, FOR PROJECT LOCATED AT 13 HOLLOWAY LANE.
 15. Resolution #2016-025-15 entitled APPOINTMENT OF MEMBER TO ZONING BOARD OF ADJUSTMENT.
 16. Resolution #2016-025-16 entitled RESOLUTION AUTHORIZING BORDENTOWN TOWNSHIP'S PARTICIPATION IN THE NEW JERSEY TREE RECOVERY CAMPAIGN.
 17. Consideration of Introduction of Ordinance #2016-2 entitled AN ORDINANCE OF THE TOWNSHIP OF BORDENTOWN AMENDING TITLE 6 OF THE CODIFIED GENERAL ORDINANCES OF THE TOWNSHIP OF BORDENTOWN, AND CHAPTER 25, THE LAND DEVELOPMENT ORDINANCE, TO ADD PROVISIONS FOR THE KEEPING OF CHICKENS.

18. Township Committee discussion regarding Authorization to Conduct Aerial Larval/Adult Mosquito Control Activities by the County of Burlington.

19. Township Committee and Staff Reports.

20. Public Participation.

Questions, comments or statements from members of the public in attendance.

21. Any additional matters or correspondence to be reviewed, discussed or acted upon at the discretion of the Township Committee.

RESOLUTION #2016-025-7

APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: PAYMENT OF BILLS

BE IT RESOLVED by the Township Committee of the Township of Bordentown that all of the bills listed to be paid on the list dated January 25, 2016, as submitted by the Office of the Treasurer are hereby approved for payment and the Office of the Treasurer is directed to pay the same.

01/25/16

RESOLUTION #2016-025-8

APPROVING THE TRANSACTION OF ITEMS OF ROUTINE BUSINESS: MINUTES OF MEETINGS AND FILING OF REPORTS

BE IT RESOLVED by the Township Committee of the Township of Bordentown that the minutes of the Township Committee Closed Session Meeting of January 11, 2016, and the Regular Meeting of January 11, 2016, as submitted by the Clerk and posted on the bulletin board, be and are hereby approved as (_____ submitted) (_____ corrected); and

BE IT RESOLVED that the following reports for the month of December 2015 as submitted by the Township Officials are hereby received and filed: Tax Collector, Township Clerk, Municipal Court, Finance, Construction, Community Development; and

BE IT RESOLVED that the following Annual Reports for the year 2015 as submitted by the Township Officials are hereby received and filed: Township Clerk.

01/25/16

RESOLUTION #2016-025-9

AUTHORIZING 2016 BUDGET APPROPRIATION RESERVE TRANSFERS (N.J.S.A. 40A:4-59)

WHEREAS, various 2015 bills have been presented for payment this year, which bills represent obligations of the prior fiscal year and were not covered by order number and/or recorded at the time of transfers between the 2015 budget in the last two months of 2015; and

WHEREAS, N.J.S.A. 40A:4-59 provides that all unexpended balances carried forward after the close of the fiscal year are available, until lapsed at the close of the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allow transfers to be made from unexpended balances to those which are expected to be insufficient during the first three months of the succeeding year;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, in the County of Burlington, State of New Jersey, that the transfers in the amount \$15,700.00 be made between the 2015 Budget Appropriation Reserves as follows:

Transfers 01.28.16

		From	To
Administration	O/E		5,500.00
Finance	O/E	4,200.00	
UCC	S&W	5,500.00	
Sr Center	O/E		4,200.00
Street Lighting	O/E		6,000.00
Natural Gas	O/E	6,000.00	
		<hr/>	
		15,700.00	15,700.00

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

RESOLUTION #2015-025-10

AUTHORIZING REFUND OF TAX SALE PREMIUM

WHEREAS, Tax Sale Certificate #14-00013 was redeemed on January 8, 2016, in the amount of \$566.29.

WHEREAS, US BANK C/F PC6, LLC STERLING, paid tax sale premium, in the amount of \$1,200.00 for said lien.

BE IT RESOLVED, by the Township Committee of the Township of Bordentown that, as requested by the Tax Collector, it hereby authorizes a refund of tax sale premium, in the amount of \$1,200.00 to US BANK C/F PC6, LLC STERLING; for Lien 14-00013, Block 87 Lot 14, commonly known as 3 BROOK LANE.

JCE
01/28/16

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

RESOLUTION NO. 2016-025-11

**APPROVE SHARED SERVICES AGREEMENT WITH
THE TOWNSHIP OF FLORENCE
FOR A CERTIFIED RECYCLING PROFESSIONAL (CRP)**

WHEREAS, beginning in 2012, every municipality in New Jersey is required by State law to prepare mandatory Recycling Tonnage Reports that must be approved and signed by a Certified Recycling Professional (CRP) and filed electronically with the NJDEP; and

WHEREAS, the Township of Bordentown does not have a Certified Recycling Professional at this time and therefore, must enter into a Shared Services Agreement with a municipality who will provide those services; and

WHEREAS, Thomas A. Sahol of the Township of Florence does possess the necessary qualifications to file the annual Recycling Tonnage Report on behalf of the Township of Bordentown.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown, County of Burlington, State of New Jersey that it hereby authorize a shared services agreement with the Township of Florence for the purpose of providing a Certified Recycling Professional (CRP) as mandated for the filing of the annual Recycling Tonnage Reports.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

SHARED SERVICES AGREEMENT

by and between

THE TOWNSHIP OF BORDENTOWN

and

THE TOWNSHIP OF FLORENCE

(Certified Recycling Professional)

This Shared Services Agreement is entered into by and between the Township of Bordentown, a public body corporate and politic, with its principal office located at 1 Municipal Drive, Bordentown, New Jersey 08505, (hereinafter “Bordentown”), and the Township of Florence, with its principal office located at 711 Broad Street, Florence, New Jersey 08518, (hereinafter “Florence”);

WHEREAS, beginning 2012 every municipality in New Jersey is required by State law to prepare mandatory Annual Recycling Tonnage Reports that must be approved and signed by a Certified Recycling Professional (hereinafter “CRP”). Those Recycling Tonnage Reports must then be submitted electronically to the New Jersey Department of Environmental Protection (NJDEP) utilizing a spreadsheet compatible with the Microsoft Excel computer software structure that is provided by the Department; and

WHEREAS, the Township of Florence employs a CRP for the preparation of its own Annual Recycling Tonnage Reports, and the Township of Bordentown currently does not employ its own CRP, and the Townships of Florence and Bordentown desire to enter into a shared services agreement whereby the Florence CRP will oversee the work of the Bordentown Township Recycling Coordinator in the preparation and submission of Bordentown’s Annual Recycling Tonnage Report, at no additional cost to either Township;

WHEREAS, the Townships of Bordentown and Florence are empowered to provide the services described herein within their respective jurisdictions; and

WHEREAS, the Townships of Bordentown and Florence are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement (“Shared Services”) are those of the Certified Recycling Professional of the Township of Florence, which the Township of Florence will provide to the Township of Bordentown in order to oversee the work of the Bordentown Township Recycling Coordinator in the preparation of Bordentown’s annual Municipal Recycling Tonnage Report required by the New Jersey Department of Environmental Protection.

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, Florence shall be considered the party performing the Shared Services, and Bordentown shall be considered the party on whose behalf the Shared Services are being performed.

2.02 Thomas A. Sahol, the CRP for Florence, will be responsible for overseeing the work of the Recycling Coordinator for Bordentown during his/her preparation of Bordentown’s mandatory annual Municipal Recycling Tonnage Report, as provided in the Burlington County Solid Waste Management Plan, and as required by the New Jersey Department of Environmental Protection. Mr. Sahol will also sign the Tonnage Report for the Township of Bordentown.

2.03 Responsibility for the accuracy of all tonnage and materials reported for Bordentown, and for the response to any audit by NJDEP over the contents of Bordentown’s Report, lies with the designated Recycling Coordinator of Township of Bordentown, who is the preparer of the Recycling Tonnage Report for purposes of this Agreement.

2.04 Bordentown shall retain the relevant documentation that it compiles for purposes of preparing each annual Recycling Tonnage Report for a period of five years, or as otherwise required by law.

3. ESTIMATED COST OF SERVICES

3.01 The total estimated cost for the Shared Services that are the subject of this Agreement is \$ ZERO DOLLARS (i.e., no cost to either Township).

4. DURATION OF AGREEMENT.

4.01. The term of this Agreement shall commence on the last date when this Agreement is executed by the parties below, and shall be renewable on an annual basis, beginning one year from the last date when this Agreement is executed by the parties below.

5. AGENCY

5.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, Florence shall be considered the general agent of Bordentown. Florence has full powers of performance of the Shared Services, and has full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by

Bordentown, on whose behalf Florence acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement.

6. MODIFICATIONS

6.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

7. RESOLUTION TO ENTER AGREEMENT

7.01 The parties acknowledge that Bordentown is entering into this Agreement by the adoption of Resolution _____, and that Florence is entering into this Agreement by the adoption of Resolution _____. This Agreement is contingent upon the adoption of all Resolutions by the respective parties.

IN WITNESS WHEREOF, the parties have below executed this Shared Services Agreement.

TOWNSHIP OF BORDENTOWN

By: _____
Jill Popko, Mayor

ATTEST:

Colleen Eckert, RMC
Municipal Clerk

TOWNSHIP OF FLORENCE

By: _____
Craig Wilkie, Mayor

ATTEST:

Joy Weiler, RMC
Municipal Clerk

RESOLUTION #2016-025-12

RESOLUTION AUTHORIZING EXTENSION OF AGRICULTURAL LEASE AGREEMENTS
BETWEEN THE TOWNSHIP OF BORDENTOWN AND STEPHEN TURGYAN

WHEREAS, the Township of Bordentown awarded a lease agreement to Stephen Turgyan on March 26, 2012, to lease certain open space parcels for agricultural purposes; and

WHEREAS, said agreement authorizes the lease to be renewed on a yearly basis not to exceed five years; and

WHEREAS, it is the desire of the Township Committee of the Township of Bordentown to renew said agreement for a term of January 1, 2016 and ending December 31, 2016; and

WHEREAS, it is understood by both parties that all other provisions of the original agreement shall remain in effect through December 31, 2016;

NOW, THEREFORE BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby authorize the extension of the agricultural lease agreements with Stephen Turgyan for the following parcels:

Block 90, Lots 4 & 6
Block 92, Lots 7.01 & 8.01
Block 93, Lot 9.01

BE IT FURTHER RESOLVED by the Township Committee of the Township of Bordentown that it does hereby authorize the Mayor and Township Clerk to execute all documents relating to said lease agreements.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

FARMLAND LEASE AGREEMENT EXTENSION

THIS AGREEMENT, entered into this 25th day of January, 2016, between the Township of Bordentown, a municipal corporation of the State of New Jersey, (hereinafter "the Township") and Stephen Turgyan, whose address is 292 Ward Avenue, Bordentown, New Jersey 08505 (hereinafter "the Tenant"), governs the Tenant's use of property identified as **Block 90, Lot 4 & Lot 6; Block 92, Lots 7.01 and 8.01; and Block 93, Lot 9.01**, (hereinafter "the subject properties") owned by the Township of Bordentown, in accordance with the regulations established by New Jersey Department of Environmental Protection, Green Acres Program, and Burlington County Open Space Program.

WHEREAS, the Township is the record owner and title holder to land identified on the municipal tax map as **Block 90, Lot 4 & Lot 6; Block 92, Lots 7.01 and 8.01; and Block 93, Lot 9.01** in the Township of Bordentown, County of Burlington, State of New Jersey; and

WHEREAS, the Township desires to lease the subject properties for the purpose of farming; and

WHEREAS, the Township advertised for price proposals from prospective tenants, and the Township received a proposal from Stephen Turgyan which the Township Committee of the Township of Bordentown deemed was most advantageous to the Township, price and other factors considered;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Possession and Use

The Township shall give possession and use of the subject properties to the Tenant, who shall use the property solely for farming purposes, consistent with the terms of this Agreement.

Term of Agreement

The term of this Lease Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016. The parties agree that the Township may renew the Agreement on a monthly or on a yearly basis, for such price and other terms that the parties deem to be mutually agreeable. In addition, this Agreement is subject to termination by the Township prior to the renewal date upon the Township's issuance of thirty (30) days written notice to the Tenant.

Lease Payments

The Tenant shall pay the Township the sum of \$7,440.00 as consideration for the Township's agreement to permit the Tenant to utilize the subject property for farming purposes. The tenant shall make payment to the Township on an annual basis. The annual payment for year 2016 is due to the Township upon the execution of this lease agreement. Payment shall be by check payable to the Township of Bordentown, and shall be delivered to the Municipal Clerk of the Township of Bordentown. In the event that the Township agrees to renew the lease agreement, payments are due not later than February 15th of each renewal year.

Interest shall accrue on any unpaid lease payment at the annual rate of eighteen (18) per cent.

Assignment, Transfer, Convey, Sublet, or Disposal of Contract

The Tenant shall not assign, transfer, convey, sublet, or otherwise dispose of the lease or any part thereof without the written consent of the Township of Bordentown.

Tenant Responsibilities and Duties

- a. Tenant will maintain the farm throughout the term of this Lease in as good condition as at the beginning of then tenancy, with the exception of normal wear and damage from causes beyond the Tenant's control.
- b. Tenant will conduct agricultural activities in an efficient manner, and will do all the plowing, seeding, cultivating and harvesting in a manner that will conserve the Township's property consistent with good farming practices.
- c. Tenant will not plow permanent pasture and meadow land or cut live trees for sale or personal use or remove trees without the written consent of the Township.
- d. Tenant shall not expand farming beyond the current plow zone configuration established by the Township.
- e. Tenant will perform all maintenance on the properties to ensure that active farming will be maintained throughout the lease period (i.e., clearing and maintaining farm ditches, field drains, irrigation ponds, etc.).

- f. Tenant, will not, without consent of the Township, house automobiles, motor trucks, tractors or farm equipment on the subject property.
- g. Tenant will not erect or permit to be erected on the subject property any structures or buildings, or incur any expense to the Township for such purposes, without written consent of the Township.
- h. Tenant will control soil erosion on the subject property as completely as practicable, and will strictly adhere to all regulations of the State Agricultural Development Commission with respect to farmland usage and with County Soil Conservation District regulations. Furthermore, in the last year of this lease agreement, the Tenant shall plant a cover crop to minimize soil erosion after the expiration date of the lease.
- i. Tenant shall not plant crops that will have a growing season which extends past the expiration date of the lease, unless the lease has been extended by the Township.
- j. Tenant will not apply any sludge, leaves or other similar materials on the subject property without the written consent of the Township.
- k. Tenant, shall hold a current Certified Pesticide Applicator License issued by the State of New Jersey; a copy of such license shall be attached to this Lease Agreement. This requirement may be waived by the Township in the event that Tenant engages an individual or company possessing said license to apply pesticides to the property for farming purposes. Such waiver shall be set forth in writing by the Township.
- l. Tenant shall not cause the removal of any soil from the subject property for any purposes, including sod farming, the handling of nursery stock, and similar activities.
- m. Tenant shall install "Posted No Hunting" signs on the subject property.
- n. Tenant will not conduct agricultural activities nor plant crops within ten (10) feet of any Township bituminous bikeway/walkway, where existing, without the written consent of the Township.

- o. Tenant, will not operate or maneuver any vehicles or farming equipment over or upon the Township bituminous bikeway/walkway, where existing, without the written consent of the Township.

Township Rights

1. The Township reserves the right to enter the subject property at any reasonable time for purposes of consultation with the Tenant or for making inspections, repairs, or improvements.
2. The Township has the right to discontinue farming on said property prior to the expiration of the term of this lease. The Township will give the Tenant six months prior notice of the termination of the lease.
3. The Township shall not be responsible for paying the Tenant for the cost of any damage or destruction of crops related to the Township's entry onto the subject property. The Township will contact the tenant within a reasonable time prior to the Township's entry on the subject property for non-emergency purposes in order to arrange for the least intrusive and least damaging path of entry onto and movement over the property.
4. The Township shall have access to all parcels of land that are not being farmed by the Tenant. In addition, public access to farmed portions of the subject property shall be permitted once the Tenant's farming activities have been completed.

Laws and Jurisdiction

The Tenant shall comply with all laws, orders, rules, and regulations of the Township of Bordentown, the County of Burlington, the State of New Jersey, and all Federal governmental authorities. Any and all disputes over the terms of the lease shall be resolved in accordance with the laws of the State of New Jersey.

Fire and Other Casualty

The Tenant shall notify the Township at once of any fire or casualty. The Township's insurance only covers Township property; therefore it is the Tenant's responsibility to provide insurance for all personal property; i.e. tractors, farm

equipment, etc. The Tenant shall maintain comprehensive general liability insurance with an insurance company authorized to do business in the State of New Jersey in the amount of \$2,000,000.00 for bodily injury and naming Bordentown Township as an additional insured on the leased properties. A copy of certificates of such coverage shall be attached to the lease.

Damages

The Tenant is liable for all damages caused by violating the terms of the lease, including the payment of the Township's attorney fees and costs associated with action to enforce the requirements of the lease.

WHEREFORE, the parties to this Agreement accept the terms of this Agreement by their signatures below:

TOWNSHIP OF BORDENTOWN

By: _____
Jill Popko, Mayor

Attest:

Colleen Eckert, RMC
Municipal Clerk

Witness: **TENANT**

RESOLUTION #2016-025-13

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PYROTECNICO FOR
JULY 4TH FIREWORKS DISPLAY

WHEREAS, the Township of Bordentown will be hosting the Fireworks for the 4th of July on July 1, 2016, with a rain date of July 3rd, at the Joseph Lawrence Park, located on Ward Avenue in the Township of Bordentown; and

WHEREAS, the Township of Bordentown is in receipt of the contract for the Fireworks Display with Pyrotecnico in the amount of \$26,250; and

WHEREAS, funds are available to enter into said contract with Pyrotecnico in the amount of \$26,250 as evidenced by the attached Certification of Availability of Funds;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby authorize the Mayor to execute said contract on behalf of the Township of Bordentown with Pyrotecnico in the amount of \$26,250.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

RESOLUTION #2016-025-14

RESOLUTION AUTHORIZING A REFUND OF A CONSTRUCTION PERMIT FEE TO SOLAR CITY, FOR PROJECT LOCATED AT 13 HOLLOWAY LANE

WHEREAS, Solar City submitted a construction permit for the property located at 13 Holloway Lane in the Township of Bordentown; and

WHEREAS, the Township's portion of the fee for said permit was a total of \$424.00; and

WHEREAS, Solar City has informed the Construction Official that the project has since been cancelled and is thereby requesting a refund for the construction permit by way of correspondence dated January 11, 2016;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby authorize a refund in the amount of \$424.00 to be paid to Solar City, 9 Corporate Drive, Cranbury, NJ 08512.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

RESOLUTION #2016-025-15

APPOINTMENT OF MEMBER TO ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED that the following appointment to the Zoning Board of Adjustment be and is hereby approved:

4 Year Unexpired Term Expiring 12/31/18:

Linda Schiano

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

RESOLUTION #2016-025-16

RESOLUTION AUTHORIZING BORDENTOWN TOWNSHIP'S PARTICIPATION IN THE NEW JERSEY TREE RECOVERY CAMPAIGN

WHEREAS, the New Jersey Department of Environmental Protection is offering the New Jersey Tree Recovery Campaign to communities throughout the State of New Jersey to replace any dead or damaged trees from Super-storm Sandy; and

WHEREAS, it is the intent to request 1,000 tree seedlings from the campaign, which will be distributed by the Environmental Commission and Green Team at the Bordentown Township's Annual Easter Egg Hunt;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bordentown that it does hereby authorize the Mayor to sign and submit the application to request the tree seedlings from the New Jersey Tree Recovery Campaign.

It is hereby certified that the foregoing is a true and correct copy of a resolution adopted by the Township Committee of the Township of Bordentown at a meeting held on January 25, 2016.

COLLEEN M. ECKERT, RMC, TWP. CLERK

01/25/16

TOWNSHIP OF BORDENTOWN
ORDINANCE NO. 2016-2

**AN ORDINANCE OF THE TOWNSHIP OF BORDENTOWN AMENDING
TITLE 6 OF THE CODIFIED GENERAL ORDINANCES OF THE TOWNSHIP
OF BORDENTOWN, AND CHAPTER 25, THE LAND DEVELOPMENT
ORDINANCE, TO ADD PROVISIONS FOR THE KEEPING OF CHICKENS**

WHEREAS, Title 6 of the Codified General Ordinances of the Township of Bordentown provides for the regulation of animals; and,

WHEREAS, Chapter 25 is the Land Development Code of the Township of Bordentown, and such code also provides zoning regulations for the keeping of animals; and,

WHEREAS, the Township Committee has determined that the Township Codes shall be amended in order to permit the keeping of chickens under certain requirements and conditions,

NOW THEREFORE BE IT ORDAINED by the Township Committee of the Township of Bordentown that the Codes are amended as follows:

Section 1.

Chapter 6.20, entitled, “Standards for Keeping Chickens” is hereby established and added to the Codified General Ordinances, as follows:

Chapter 6.20 Standards for Keeping Chickens

6.20.10 License Required

No persons shall own, keep, harbor or maintain any chicken within Bordentown Township [~~in any Zone~~] without first applying for and obtaining an annual license from the Township of Bordentown. The application shall be made on forms provided by the Township Clerk and shall contain a certification by the applicant that the requirements and conditions established in this ordinance will be met by the applicant. Said license shall be expire on the last day of [~~February~~] **March** following the issuance of the initial license, and shall be renewed no later than [~~March 31~~] **April 30**. The licensee must be the owner in fee of the property. No person renting or leasing a property may be issued a license. Licenses shall not be issued for vacant properties.

6.20.11 Applicability

The Keeping of Chickens shall only be permitted on property which conforms to all of the following criteria:

- A. The principal use of the property is residential, and**
- B. The residence is a detached, single-family dwelling unit, and**

C. The keeping of chickens on such property will be fully-compliant with all of the conditions set forth within this Ordinance.

6.20.20 Exemption

This ordinance shall not apply to qualified farms in zones where farming is permitted, and where such farm has a minimum of five (5) contiguous acres.

6.20.30 Inspection Required before License Issuance [~~and Renewal~~]

Following application by a person for an initial [~~or renewal~~] License for the keeping of chickens, and before the issuance of a License by the Township Clerk, the **Zoning Officer** [~~Animal Control Officer (ACO)~~] shall inspect the premises where chickens are to be kept in order to ensure compliance with the conditions of this Ordinance. In the event that the **Zoning Officer** [~~ACO~~] finds the premises do not meet the conditions established in this Ordinance, they shall notify the property owner. [~~For an initial license application, the~~] **The** property owner shall not be issued a license until the violations are corrected. [~~For a license renewal, the property owner shall have no more than one week to abate all violations and bring the premises into conformance with this Ordinance. If the violation is not abated within one week, the ACO shall so notify the Township Clerk, who shall revoke the License.~~]

6.20.40 Fee

The fee for the first issuance and any subsequent renewal of an annual License to Keep Chickens shall be [~~\$50.00~~] **\$10.00**. The fee for late license renewals after [~~March 31~~] **April 30** shall be [~~\$100.00~~] **\$15.00**. The fee shall cover administrative expenses for the inspection and regulation of the keeping of chickens.

6.20.50 Standards and Conditions for the Issuance of a License to Keep Chickens

[The] **For applicable properties, the** keeping of chickens is hereby authorized and shall be licensed only under the following conditions:

- A. Minimum Lot Size to Keep Chickens: A minimum lot size of **one-third acre (14,520 square feet)** [~~8,000 square feet~~] is required.
- B. Number of Allowable Chickens: No more than four chickens shall be permitted on any lot less than or equal to one-half acre (21,780 square feet) in area. No more than six chickens shall be permitted on any lot more than one-half acre or less than or equal to two acres (87,120 square feet) in area. For lots greater than two acres in area, up to twelve chickens shall be permitted.
- C. Roosters and Cockerels Prohibited: The keeping of Roosters (mature male chickens) and Cockerels (young male chickens) is prohibited on the licensed property, even for the purpose of fertilization.
- D. Slaughtering: The slaughtering of chickens on the premises is prohibited.
- E. Shelters Required: Chickens shall be provided with a fully-enclosed shelter (coop) and may be provided with a run (fenced enclosure), conforming to:

- a. Shelters and runs shall be in the rear yard only.
 - b. Shelters and runs shall be located a minimum of ten-feet from any property line and a minimum of twenty-five-feet for any residential dwelling, both on and off premises.
 - c. The maximum permitted area of any shelter is 80-square-feet. The total area of a shelter and any attached run shall not exceed 150-square-feet.
 - d. The maximum permitted height of a chicken shelter shall be six-feet.
 - e. Chickens may roam outside the shelter and run areas in a back yard which is completely enclosed with a fence for no more than 2-hours per day, provided that a resident, of at least 18-years of age, is present the entire time.
 - f. The shelter must be appropriately sized for the number of chickens, and shall be kept dry and well-ventilated with provisions to admit sunlight into the structure. The shelter must be predator-proof. **The structure and exterior of the shelter shall be maintained in good repair and shall reflect a level of care and maintenance consistent with the surrounding neighborhood.**
- F. Storage of Waste, Odor: Storage of manure, excreta, and other waste substances shall be located at least 25-feet from any lot line and at least 50-feet from any residential dwelling, both on and off premises. If stored on the premises it must be properly composted per USDA guidelines, or stored in a properly sealed, watertight container for disposal off-site. There shall be no perceptible odor emanating from the shelter, run, yard, or waste storage.
- G. Storage of Feed: Animal feed stored outdoors shall be kept in sealed containers with tightly-fitting lids.
- H. No Running at Large: No person shall permit, suffer, or allow, whether intentional or not, a chicken to run at a large in the side or front yard of the property, or upon any public street or property, or any neighboring property.
- I. No Disturbing the Peace: No chicken shall be allowed to disturb the peace or quiet of the neighborhood by creating a noise across a residential property line continually for more than ten-minutes or intermittently for more than thirty-minutes. However, if chickens create noise by being provoked by neighboring animals, it shall be the responsibility of the owner of the chickens to provide a suitable location for the shelter, run, or roaming area so as to avoid creating noise. The owner of any legal, licensed animal on an adjacent property shall in no way be held responsible for noise created by chickens.
- J. Selling of Eggs Prohibited: No eggs produced by the chickens shall be sold, nor shall any advertisement or solicitation be permitted.

6.20.51 Inspection of Premises by Enforcement Officials.

Following reasonable notice by the Township, a licensee shall permit the Township Animal Control Officer (ACO), or other Enforcement Official, to inspect the premises where chickens are kept, in order to ensure compliance with this Ordinance. Inspections may be routine, or for the specific purpose of investigating a complaint regarding the keeping of chickens. When an enforcement official is refused entry or access, or is

otherwise impeded by the Owner from conducting an inspection, the Owner shall be in violation of this Ordinance and subject to revocation of the license and penalties as set forth herein.

6.20.60 Revocation of License; Violations and Penalties

Failure to comply with the conditions and regulations set forth in this Ordinance shall result in the revocation of the license by the Township Clerk, after due notice from the Animal Control Officer to the licensee **and failure of the licensee to correct the violation(s) within 30-days of the notice** [~~and a hearing before the Zoning Officer~~]. Any property owner who shall have had a license revoked must, within one-month following the revocation, remove all chickens and any chicken coop and related improvements from the property. Failure to do so shall constitute a violation of this Ordinance. Any person who shall have had a License revoked may not re-apply for, nor shall they be granted, a new License for a period of two-years following such revocation.

Any person who violates any provision of this Ordinance shall, upon conviction in the Bordentown Township Municipal Court, pay a fine of not less than five-hundred dollars (\$500.00), nor more than one-thousand dollars (\$1,000.00) for each violation. Each day that a violation occurs shall be deemed a separate and distinct offense and subject to the fine listed herein.

Section 2.

Chapter 25 (Land Development Ordinances), Sub-Section 25:401.E. is hereby amended to add the following at the end of the sub-section:

However, the Keeping of Chickens is permitted subject to the requirements of Chapter 6.20 of the Codified General Ordinances of the Township of Bordentown.

Section 3. If any section, paragraph, subsection, clause, or provision of this Ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

Section 4. All ordinances or parts of ordinances of the Township of Bordentown heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5. This ordinance shall take effect immediately upon adoption and publication of notice of adoption as provided by law.