TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
February 5, 2019, 7:30 P.M.

- Salute to the Flag
- Invocation
- Statement of Compliance with Open Public Meetings Act
- Roll Call:

Council Members
__ Murphy Buie __ Witte
__ Bergen Lyden __ Borowiec
__ Gabel, Council President

In Attendance
__ Mayor Andes __ Administrator Ward
__ Township Attorney Jansen __ Other: __________

PRESENTATIONS / CEREMONIAL MATTERS
(Presentations are coordinated in advance with the Council President and are limited to thirty (30) minutes or less)

NONE

- Council Liaison/Committee Reports
- Mayor's Report
- Administrator's Report
- Correspondence

Public Portion (Please limit comments to a maximum of three (3) minutes)

Matters of Old/New Business

ORDINANCES FOR ADOPTION

01-19: An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank Pursuant to N.J.S.A. 40A:4-45-14 for Calendar Year 2019

02-19: An Ordinance of the Township of Denville, County of Morris, State of New Jersey, Amending a Certain Portion of Chapter 4, General Licensing, Section 4-11, Sidewalk Cafes

ORDINANCES FOR INTRODUCTION

03-19: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Acquisition of Block 21201, Lot 6, 65 Cooper Road and Hill Road from the Roman Catholic Diocese of Paterson
An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Donation of Block 70501, Lots 505, 508 and 511, from Protect Our Wetlands, Water and Woods ("POWWW")

ITEMS FOR DISCUSSION AND/OR ACTION

2019 Budget Discussion

RESOLUTIONS

CONSENT AGENDA:


R-19-28: Resolution Authorizing Refund for Overpayment of Reinspection Fees to Hampton Inn, Denville

R-19-29: Resolution Authorizing Refund for Overpayment of a Solicitor's License Fee to Power Home Remodeling Group, LLC

R-19-30: Resolution Authorizing Refund of Recreation Department Fee

R-19-31: Resolution Authorizing Refund of Firearms Fingerprinting Fee

R-19-32: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate

R-19-33: Resolution Authorizing a Refund of a Building Permit Fee

R-19-34: Resolution Authorizing a Raffle License in the Township of Denville

R-19-35: Resolution Authorizing Release of the Maintenance Guarantee for Forge Hill Construction, Inc. in Connection with the Development of 11 & 13 Orchard Street

NON-CONSENT AGENDA:


R-19-37: Resolution Authorizing Submission of a Renewal Grant Application for the Denville Municipal Alliance Grant for Fiscal Year 2020
R-19-38: Resolution Authorizing the Execution of an Amended and Restated Memorandum of Understanding Between Protect our Wetlands, Water and Woods ("POWWW") and the Township Regarding the Acquisition of Certain Property Within the Township of Denville

R-19-39: Resolution Authorizing the Execution of a Contract for Sale of Real Estate for the Acquisition of Block 21201, Lot 6 (65 Cooper Road and Hill Road)

MINUTES FOR ADOPTION

• January 15, 2019
• January 19, 2019
• January 22, 2019

MOTION TO ADJOURN
ORDINANCE NO. 01-19

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank Pursuant to N.J.S.A. 40A:4-45.14 for Calendar Year 2019

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank Pursuant to N.J.S.A. 40A:4-45.14 for Calendar Year 2019

Be passed on Final Reading and that a Notice of Final Passage be published in the 02/12/2019 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 02/05/2019
ORDINANCE NO. 01-19
AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AN[?] TO ESTABLISH A CAP BANK PURSUANT TO N.J.S.A. 40A:4-45.14 FOR CALENDAR YEAR 2019

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Municipal Council of the Township of Denville in the County of Morris finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Municipal Council hereby determines that a 3.5% increase in the budget for said year, amounting to $559,762 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Municipal Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2019 budget year the final appropriations of the Township of Denville shall in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5 %, amounting to $559,762 and that the CY 2019 municipal budget for the Township of Denville be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and
BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

Attest: 

Kathryn Bowditch-Leon, Municipal Clerk

Approved: 

Thomas W. Andes, Mayor

CERTIFICATIONS

Introduction:

I hereby certify the foregoing to be a true copy of an ordinance introduced by the Municipal Council of the Township of Denville at its meeting held on

Ayes: 

Nays: 

Absent:

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk

Adoption:

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on

Ayes: 

Nays: 

Absent:

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
ORDINANCE NO. 02-19

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, Amending a Certain Portion of Chapter 4, General Licensing, Section 4-11, Sidewalk Cafes

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, Amending a Certain Portion of Chapter 4, General Licensing, Section 4-11, Sidewalk Cafes

Be passed on Final Reading and that a Notice of Final Passage be published in the 02/12/2019 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 02/05/2019
ORDINANCE NO. 02-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING A CERTAIN PORTION OF CHAPTER 4, GENERAL LICENSING, SECTION 4-11, SIDEWALK CAFES

BE IT ORDAINED, by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, as follows:

SECTION 1. Chapter 4, General Licensing, § 4-11, Sidewalk Cafes, Section 4-11.1, Purposes, is hereby amended in the following particulars only:

a. To ensure that adequate space will be provided for pedestrian circulation through areas where sidewalk cafes are established and to ensure adequate access to adjoining properties and businesses.

SECTION 2. Chapter 4, General Licensing, § 4-11, Sidewalk Cafes, Section 4-11.3, License required, is hereby amended to read as follows:

Any person, firm or corporation may operate a sidewalk cafe (hereinafter called a "cafe") within the Township of Denville in any zone in which such use is permitted on a sidewalk adjacent to an existing restaurant operated by such person, firm or corporation upon obtaining a license from the Division of Health. Such license shall allow the operation of a cafe from April 1 through and including November 30 of any calendar year and may be renewed annually during the month of January. No license shall be issued by the Division of Health for the operation of a cafe to a person, persons, firm, or corporation other than the person, persons, firm, or corporation who holds the retail food establishment license from the Division of Health for the restaurant where the cafe shall be operated.
SECTION 3. Chapter 4, General Licensing, § 4-11, Sidewalk Cafes, Section 4-11.4, Application procedures; requirements and fee, is hereby amended in the following particulars only:

4-11.4 License procedures; requirements and fee.

a. License and fee. Each applicant for a license shall submit a written application on the form provided by the Division of Health, together with a nonrefundable fee to the Division of Health in the amount set forth at Chapter 2A of the Township Code. All applications for a given calendar year and the application fees must be submitted to the Division of Health. No application will be accepted without the fee. All applications are subject to a fifteen (15) day review period before determination. The application shall state the name and address of the applicant, the property owner if other than the applicant, the person preparing the development plans and the written authorization of the owner of the property to submit the application if the applicant is not the owner.

e. Rules, regulations and specifications. A cafe authorized and operated pursuant to this section shall comply with all of the following rules, regulations and specifications:

4. The operator shall maintain an area for pedestrian movement free of any obstruction a distance of six feet from the curb. The operator shall provide that tables, chairs, and other materials do not interfere with these required open areas and pedestrian traffic. Chairs next to the pedestrian walkway shall be placed at a ninety-degree angle so as not to obstruct the pedestrian walkway. Where there are obstructions, such as light posts and mailboxes,
which would cause the pedestrian aisle to be less than four feet wide, the construction official/zoning officer shall have the discretion to approve an alternate arrangement. In the event of inclement weather, tables, chairs and any other cafe materials shall be removed so as to allow snow removal.

SECTION 4. All other provisions of §4-11, Sidewalk Cafes, shall remain in full force and effect. This ordinance may be renumbered for purposes of codification.

SECTION 5. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

Kathryn Bowditch-Leon, RMC
Municipal Clerk

APPROVED:

Mayor Thomas W. Andes
Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on , 2019.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Acquisition of Block 21201, Lot 6, 65 Cooper Road and Hill Road from the Roman Catholic Diocese of Paterson

Be Introduced and Read by Title on First Reading:

COUNCIL PRESIDENT: MOTION TO INTRODUCE DISCUSSION ON ORDINANCE ROLL CALL ON INTRODUCTION

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Acquisition of Block 21201, Lot 6, 65 Cooper Road and Hill Road from the Roman Catholic Diocese of Paterson

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 03-05-2019 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING ROLL CALL

Dated: 2/5/2019
ORDINANCE NO. 03-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY AUTHORIZING THE ACQUISITION OF BLOCK 21201, LOT 6, 65 COOPER ROAD AND HILL ROAD FROM THE ROMAN CATHOLIC DIOCESE OF PATERNON

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., provides that a municipality may, by ordinance, provide for the acquisition of real property or an interest therein by purchase, gift, devise, lease, exchange; and

WHEREAS, the Roman Catholic Diocese of Paterson has agreed to convey BLOCK 21201, LOT 6, commonly known as 65 Cooper Road, consisting of approximately 9.03 acres of land to the Township in consideration of the payment of $825,000.00; and

WHEREAS, the said consideration is to be appropriated from the Open Space Trust Fund of the Township of Denville, County of Morris, State of New Jersey in the amount of $450,000 as well as a grant from the Morris County Open Space and Farmland Preservation Trust Fund in the amount of $375,000; and

WHEREAS, the Township has the funds to proceed with this acquisition; and

WHEREAS, the Contract of Sale is conditioned upon the Township receiving the aforesaid grant from the Morris County Open Space and Farmland Preservation Trust Fund; and

WHEREAS, the Mayor and Municipal Council of the Township of Denville have for many years determined that it is in the interest of the Township to acquire the said property for open space preservation purposes.

NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

SECTION 1. The Township of Denville hereby authorizes the acquisition of BLOCK 21201, LOT 6, commonly known as 65 Cooper Road, totaling 9.03 acres for open space purposes for the total sum of $825,000.00, to be appropriated from the Open Space Trust Fund of the Township of Denville, County of Morris, State of New Jersey in the amount of $450,000 as well as a grant from the Morris County Open Space and Farmland Preservation Trust Fund in the amount of $375,000.

SECTION 2. The said land to be conveyed to the Township of Denville is described on the Contract for sale which is on file in the Municipal Clerk’s Office.

SECTION 3. The Mayor and Municipal Clerk and all other proper officers and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance.

SECTION 4. No debt is to be authorized by the enactment and passage of this ordinance.

SECTION 5. All ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

By: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk

Thomas Andes, Mayor

Adopted:
BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Donation of Block 70501, Lots 505, 508 and 511, from Protect Our Wetlands, Water and Woods ("POWWW")

Be Introduced and Read by Title on First Reading:

COUNCIL PRESIDENT: MOTION TO INTRODUCE
DISCUSSION ON ORDINANCE
ROLL CALL ON INTRODUCTION

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Donation of Block 70501, Lots 505, 508 and 511, from Protect Our Wetlands, Water and Woods ("POWWW")

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 03-05-2019 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL .

Dated: 2/5/2019
ORDINANCE NO. 04-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY AUTHORIZING THE DONATION OF BLOCK 70501, LOTS 505, 508 AND 511, FROM PROTECT OUR WETLANDS, WATER, WOODS (“POWWW”)

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., provides that a municipality may, by ordinance, provide for the acquisition of real property or an interest therein by purchase, gift, devise, lease, exchange; and

WHEREAS, POWWW has approached the Township with an opportunity to acquire the following properties:

Block 70501, Lot 505, known as 139 Hillcrest Drive;
Block 70501, Lot 508, known as 143 Hillcrest Drive; and
Block 70501, Lot 511, known as 157 Hillcrest Drive;

and

WHEREAS, Block 70501, Lots 505 and 511 are vacant land and a structure to be demolished is located on lot 508; and

WHEREAS, POWWW has applied for funding from the Morris County Open Space Trust Fund to acquire the properties from Bob Donaldson, the record owner of each parcel; and

WHEREAS, the Township will contribute $10,000 towards the purchase price of the properties, plus any and all such additional amounts necessary to cover costs associated with the acquisition by POWWW including but not limited to an appraisal of the property, legal fees, a survey and Phase I reports and any updates to same; and

WHEREAS, the Township will be responsible for the demolition of the structure located on Block 70501, Lot 508; and

WHEREAS, on or about the date that the properties are conveyed to POWWW, POWWW has agreed to deed the properties to the Township in accordance with the terms and conditions of the Amended and Restated Memorandum of Understanding between POWWW and the Township, said Amended and Restated Memorandum of Understanding being on file in the Township Clerk’s Office;

WHEREAS, the Township has the funds available to proceed with this acquisition; and

WHEREAS, the Mayor and Municipal Council of the Township of Denville have determined that it is in the interest of the Township to accept the donation from POWWW of the said properties for open space purposes.

NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:
SECTION 1. The Township of Denville will accept the donation of the said properties under the terms and conditions set forth in the Amended and Restated Memorandum of Understanding between the Township and POWWW.

SECTION 2. The said land to be conveyed to the Township of Denville is described on the Contract for sale which is on file in the Township Clerk's office.

SECTION 3. The Mayor and Municipal Clerk and all other proper officers and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance.

SECTION 4. No debt is to be authorized by the enactment and passage of this ordinance.

SECTION 5. All ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

ATTEST:

By: ___________________________  ___________________________
Kathryn Bowditch-Leon, RMC  Thomas Andes, Mayor
Municipal Clerk

Adopted:
RESOLUTION AUTHORIZING REINSTATEMENT OF THE ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

WHEREAS, on February 14, 2012, the Municipal Council confirmed sewer assessments for certain properties in the Township of Denville; and

WHEREAS, the resolution confirming said assessments authorized the payment of the assessments in yearly installments over a twenty year period commencing April 14, 2012; and

WHEREAS, certain property owners have failed to make their installment payments when they became due; and

WHEREAS, N.J.S.A. 40:56-35 provides in pertinent part that if any such installment shall remain unpaid for 30 days after the time when said payment shall become due, either the whole assessment shall immediately become due, or the governing body may, by resolution, permit any person who is delinquent in the payment of such an installment to pay only the amount of the delinquent payment due, plus accrued interest, and have the payment of said assessment placed back on the regular installment payment schedule; and

WHEREAS, the following property owners:

Glaab

have petitioned the Council to permit the reinstatement of their original installment plan and have tendered to the Tax Collector the requisite amount to bring their accounts current in accordance with the above-referenced statute; and

WHEREAS, the Municipal Council wishes to allow the above referenced property owners to resume payment of their assessments on the original installment schedules approved for their properties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector be authorized to accept payment of the delinquent installments due, plus interest, from the above referenced property owners for their sewer assessments and that said property owners be permitted to pay all subsequent installments established for their properties over the balance of the twenty year installment period previously authorized by the Municipal Council.

BE IT FURTHER RESOLVED, that should any of the above referenced property owners default on any future installments, the full amount of the sewer assessment shall become due.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on

Certification Date: Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REFUND FOR OVERPAYMENT OF REINSPECTION FEES TO HAMPTON INN, DENVILLE

WHEREAS, Chapter 2A-6 sets forth the Health Department's reinspection fee for a swimming pool at $100.00 and for a spa at $100.00; and

WHEREAS, on September 21, 2018, the Hampton Inn, Denville paid the Township Health Department $250.00 for the reinspection of the swimming pool and $250.00 for the reinspection of the spa; and

WHEREAS, the total amount overpaid by the Hampton Inn, Denville is $300.00.

NOW, THEREFORE BE IT RESOLVED that the Municipal Council of the Township of Denville authorizes a refund to the business named below as follows:

<table>
<thead>
<tr>
<th>Business</th>
<th>Amount</th>
<th>Revenue Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hampton Inn - Denville NJ</td>
<td>$300.00</td>
<td>01-192-08-109-002</td>
</tr>
<tr>
<td>350 Morris Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denville, NJ 07834</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REFUND FOR OVERPAYMENT OF A SOLICITOR’S LICENSE FEE TO POWER HOME REMODELING GROUP, LLC

WHEREAS, Power Home Remodeling Group, LLC was granted Solicitor’s License #088 for a one-year period, for which the fee is $115.00; and

WHEREAS, the check submitted at the time the license was picked up was made out for $150.00; and

WHEREAS, Power Home Remodeling Group, LLC is entitled to a refund in the amount of $35.00.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Denville that a refund from the Municipal Clerk’s Licenses Revenue Account is authorized as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
<th>Revenue Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Home Remodeling Group, LLC</td>
<td>$35.00</td>
<td>01-192-08-104-001</td>
</tr>
<tr>
<td>The Wharf at Rivertown</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2501 Seaport Drive, Suite BH400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chester, PA 19013</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REFUND
OF RECREATION DEPARTMENT FEE

WHEREAS, a certain individual has paid a program fee to the Recreation Department; and

WHEREAS, the individual did not avail herself of the program for which said fee was paid.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that a refund, in the amount designated in this resolution, is authorized to be issued to the individual named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
<th>PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Siobhan Koch</td>
<td>$105.00</td>
<td>Artist Studio - Winter 2019</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date: Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REFUND OF FIREARMS FINGERPRINTING FEE

WHEREAS, John Valerian paid $40.66 to Morpho Track to be fingerprinted for a firearms application, however he had been provided with the wrong application by the dispatcher; and

WHEREAS, John Valerian returned to headquarters and again received an improper form for his firearm application and again paid $20 to Morpho Track, only to learn that he was again improperly fingerprinted; and

WHEREAS, said fees of $60.66 were paid by John Valerian to Morpho Track because he received bad information and improper applications from the police department; and

WHEREAS, John Valerian eventually paid an additional $52.66 to Morpho Track to be properly fingerprinted for his firearm permit and was eventually approved and issued said firearm permit; and

WHEREAS, Mr. Valerian is entitled to a refund in the amount of $60.66 as a reimbursement for the improper fingerprinting as a result of improper information received from the police department.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Denville that a refund from the Township's Revenue Account is authorized to Jonathan Valerian as follows:

Person
Jonathan Valerian
8 Farmstead Road
Denville, NJ 07834

Amount
$60.66

Revenue Account Number
01-192-08-105-004

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date
Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher to refund the amount shown below to the named lien holder; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized and directed to forward the check to the Tax Collector to be delivered to the following lien holder after proper notation has been made on the tax records.

<table>
<thead>
<tr>
<th>Cert#</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-006</td>
<td>21301</td>
<td>11.01</td>
<td>3101 Peer Pl.</td>
<td>US Bank Cust/Actlien Holding, Inc.</td>
<td>$705.51</td>
<td>$300.00</td>
</tr>
<tr>
<td></td>
<td>C3101</td>
<td></td>
<td></td>
<td>50 South 16th St. Ste 2050</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date: Kathryn Bowditch-Leon, Rt\1C Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND OF A BUILDING PERMIT FEE

WHEREAS, the permit payer listed below has overpaid a permit fee in the amount shown; and

WHEREAS, the permit payer has requested that the amount listed below be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, that a refund be made to the following named individual as a result of the overpayment of a permit fee.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Stewart</td>
<td>181229</td>
<td>$75.00</td>
<td>01-192-081-60-001</td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk, of the Township of Denville, do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their meeting held on

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville that the applications for the following raffles be approved and the Municipal Clerk be authorized to issue said licenses on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>William E. Davenport PTA</td>
<td>Off-Premise 50/50</td>
<td>3/23/2019</td>
</tr>
<tr>
<td>William E. Davenport PTA</td>
<td>On-Premise 50/50</td>
<td>3/23/2019</td>
</tr>
<tr>
<td>William E. Davenport PTA</td>
<td>Tricky Tray</td>
<td>3/23/2019</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL  
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at the Council meeting held on

Certification Date: Kathryn Bowditch-Leon, RMC  
Municipal Clerk
RESOLUTION AUTHORIZING RELEASE OF THE MAINTENANCE GUARANTEE FOR FORGE HILL CONSTRUCTION, INC. IN CONNECTION WITH THE DEVELOPMENT OF 11 & 13 ORCHARD STREET

WHEREAS, on November 29, 2016, Forge Hill Construction, Inc. posted a two-year maintenance guarantee for the required amount, which was accepted by Township Resolution R-16-258, Resolution Authorizing Release of the Performance Guarantee and Acceptance of the Maintenance Guarantee for Forge Hill Construction, Inc., adopted on December 6, 2016; and

WHEREAS, the two-year time period has passed and Robert Kovacs, President of Forge Hill Construction, Inc., has requested the release of the maintenance guarantee posted in connection with the development of 11 & 13 Orchard Street (Block 50410, Lots 11 & 23) secured by a cash deposit; and

WHEREAS, the Township Engineer has recommended the acceptance of the improvements and the release of the maintenance guarantee and the road opening permit escrow.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

1. That the maintenance guarantee posted with the Township in connection with the development of 11 & 13 Orchard Street (Block 50410, Lots 11 & 23) secured by cash is hereby released; and

2. That the balance of the road opening permit escrow be released.

This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council at their meeting held on

Certification Dated: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION CERTIFYING COMPLIANCE WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION’S “ENFORCEMENT GUIDANCE ON THE CONSIDERATION OF ARREST AND CONVICTION RECORDS IN EMPLOYMENT DECISIONS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964”


WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, County of Morris, State of New Jersey hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING SUBMISSION OF A RENEWAL GRANT APPLICATION FOR THE DENVILLE MUNICIPAL ALLIANCE GRANT FOR FISCAL YEAR 2020

WHEREAS the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Municipal Council of the Township of Denville, County of Morris and State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Municipal Council further recognizes that it is incumbent upon not only public officials, but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Municipal Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Morris.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey as follows:

1. The Municipal Council does hereby authorize the submission of a renewal grant application by the Denville Municipal Alliance for fiscal year 2020 in the following amounts:
   i. Alliance DEDR Allocation $13,642.00
   ii. Cash Match $3,410.50
   iii. In-Kind Match $10,231.50
   TOTAL Alliance Budget $27,284.00

2. The Municipal Council acknowledges the terms and conditions for administering the Municipal Alliance Grant, including the administrative compliance and audit requirements.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2020

FORMIA

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: FY20
(July 1, 2019-June 30, 2020)

APPLICANT MUNICIPALITY/IES: Township of Denville
COUNTY: M01Tis

ALLIANCE NAME: Denville Municipal Alliance
ALLIANCE WEBSITE: www.denvillenj.org

ALLIANCE STREET ADDRESS: 1 St. Mary's Place
TOWN: Denville STATE: NJ ZIP: 07834

TELEPHONE: (973) 625-8300 Ext. 296
FAX: (973) 627-7260

ALLIANCE CHAIRPERSON: Dr. Margaret McCluskey
STREET ADDRESS: 35 Birch Run
TOWN: Denville STATE: NJ ZIP: 07834
EMAIL: peg351Q@gmail.co,

ALLIANCE COORDINATOR: Darlene Price
STREET ADDRESS: 1 St. Mary's Place
TOWN: Denville STATE: NJ ZIP: 07834
EMAIL: dprice@denvilleni.org

DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY):

A) Alliance DEDR Allocation $13,642.00
B) Cash Match (must be 25% of DEDR Allocation) $3,410.50
C) In-Kind Match (must be 75% of the DEDR Allocation) $10,231.50
TOTAL ALLIANCE BUDGET (add A + B + C) $27,284.00

Township of Denville Mayor Thomas W. Andes
*MUNICIPALITY NAME/ TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE
Township of Denville Glenn R. Buie
*MUNICIPALITY NAME/TITLE OF GOVERNING BODY REPRESENTATIVE SIGNATURE

Alliance Chairperson
SIGNATURE DATE

* If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.
RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN PROTECT OUR WETLANDS, WATER AND WOODS ("POWWW") AND THE TOWNSHIP REGARDING THE ACQUISITION OF CERTAIN PROPERTY WITHIN THE TOWNSHIP OF DENVILLE

WHEREAS, the non-profit land preservation entity known as Protect Our Wetlands, Water and Woods, more commonly known as "POWWW" has for many years worked with the Township of Denville to preserve certain lands in the Township that are enriched with natural resources and provide open space or passive recreation for the Township; and

WHEREAS, POWWW has approached the Township of Denville with an opportunity to acquire the following lands for open space preservation:

A. Block 70501, Lot 505 known as 139 Hillcrest Drive;
B. Block 70501, Lot 508 known as 143 Hillcrest Drive; and
C. Block 70501, Lot 511 known as 157 Hillcrest Drive;

and

WHEREAS, on or about November 8, 2017, POWWW applied for funding in the amount of $245,000.00 (the "Funding Application") from the Morris County Open Space Trust Fund ("MCOSTF"), which funding will be utilized by POWWW to purchase the aforesaid properties and POWWW has also requested the Township consider joining in this acquisition and ultimately take title to said lands for open space preservation and public use; and

WHEREAS, on or about November 8, 2017, MCOSTF approved the original Funding Application; and

WHEREAS, Block 70501, Lots 505 and 511 are vacant land, and a structure to be demolished pursuant to the terms hereof is located on Lot 508; and
WHEREAS, it is proposed that in lieu of a purchase price, the Township will contribute $10,000 towards the purchase price of the Purchased Property, plus any and all such additional amounts necessary to cover costs associated with the acquisition of the Premises (including, but not limited to, an appraisal of the Premises, Denville's legal fees, a survey of the Premises and the Phase I Reports and any updates thereto). Denville also agrees to be responsible for the cost to demolish the structure currently located on Block 70501, Lot 508; and

WHEREAS, as part of this understanding, the Township of Denville agrees to rename Lots 505 and 508 "The George Huntington Donaldson and Etta Beekman Donaldson Wildlife Area"; and

WHEREAS, this Amended and Restated Memorandum of Understanding hereby amends and restates in its entirety the terms and conditions of that certain Memorandum of Understanding dated as of December 7, 2017 by and between Denville and POWWW; and

WHEREAS, The Township's Chief Financial Officer has certified that funds are available for said acquisition.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, as follows:

1. The Mayor is hereby authorized to execute the Amended and Restated Memorandum of Understanding, a copy of which is on file in the Municipal Clerk's Office, with POWWW, in accordance with this Resolution, for the acquisition of the following properties:

   A. Block 70501, Lot 505 known as 139 Hillcrest Drive;
   B. Block 70501, Lot 508 known as 143 Hillcrest Drive; and
   C. Block 70501, Lot 511 known as 157 Hillcrest Drive.
2. The acquisition of said properties is subject to the governing body adopting an ordinance authorizing the acquisition of these lands.

3. All municipal officials are hereby authorized to take whatever actions may be necessary to implement the terms of this Resolution.

4. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

Reference is herein made in this Amended and Restated Memorandum of Understanding (this "Agreement") dated as of ~' 2019, to the conveyance of the premises, located at 139, 143 and 157 Hillcrest Drive in Denville, New Jersey, and designated as Block 70501, Lots 505 and 508 (the "Donated Property") and Block 70501, Lot 511 (the "Purchased Property"), and collectively with the Donated Property sometimes hereinafter referred to as the "Premises") on the Tax Map of the Township of Denville, from Protect Our Wetlands Water and Woods, a New Jersey Nonprofit Corporation ("POWWW") to the Township of Denville ("Denville") pursuant to terms and conditions reasonably acceptable to Denville and POWWW.

WHEREAS, on October 23, 2017, POWWW applied for funding in the amount of $245,000.00 (the "Funding Application") from the Morris County Open Space Trust Fund ("MCOSTF"), such funding to be used by POWWW to purchase the Premises pursuant to the Donaldson Contract (as defined herein).

WHEREAS, on or about November 8, 2017, MCOSTF approved the original Funding Application.

WHEREAS, pursuant to modified discussion with Seller (as defined herein), on December 5, 2018, POWWW applied for an amendment to the Funding Application to MCOSTF to reduce the funding to $70,000 to purchase the Purchased Property, with the contemplation that the Donated Property would instead be donated by Donaldson (as defined herein).

WHEREAS, POWWW contemplates entering into a contract of sale to (i) purchase the Purchased Property from THE ROBERT H. DONALDSON TRUST ("Donaldson") and JOHN PHILLIPS ("Phillips", and collectively with Donaldson sometimes hereinafter the "Seller"), the current owner of the Purchased Property, for the amount of $80,000.00, and (ii) receive the donation of the Donated Property from Donaldson, both pursuant to terms and conditions reasonably acceptable to POWWW and Donaldson (the "Donaldson Contract").

WHEREAS, on or about December 26, 2018, MCOSTF approved the amendment to the Funding Application.

WHEREAS, Block 70501, Lots 505 and 511 is vacant land, and a structure to be demolished pursuant to the terms hereof is located on Lot 508.

WHEREAS, prior to the date hereof, Denville has secured Phase I environmental reports for the Premises (the "Phase I Reports"), satisfactory in form and substance to Denville.

Pursuant to previous discussions between the patties hereto, POWWW and Denville hereby agree as follows:

1. Upon Denville obtaining any necessary updates to the Phase I Reports, acceptable to Denville in its sole discretion, POWWW will use reasonable efforts to enter into the Donaldson Contract.
2. Simultaneously with the closing of the transactions contemplated by the Donaldson Contract to purchase the Premises, Denville hereby agrees to contribute $10,000.00 towards the purchase price of the Purchased Property, plus any and all such additional amounts necessary to cover soft costs associated with the acquisition of the Premises (including, but not limited to, an appraisal of the Premises, Denville's legal fees, a survey of the Premises and the Phase I Reports and any updates thereto). Denville also agrees to be fully responsible for the cost to demolish the structure currently located on Block 70501, Lot 508 of the Premises (the "Demolition") after the Donaldson Closing (as defined herein).

3. On or about the date that the Premises are conveyed to POWWW pursuant to the Donaldson Contract (the "Donaldson Closing"), POWWW hereby agrees to deed the Premises to Denville (the "Denville Closing"), subject to the terms and conditions of this Agreement, and the Premises shall thereafter be preserved by Denville as open space pursuant to the terms and conditions of an ordinance to be passed by Denville in substantially the form attached hereto as Exhibit A, authorizing the acquisition of the Premises (the "Ordinance").

4. In the event any of the terms in this Agreement are not agreed upon or incorporated in the Donaldson Contract, the parties hereto agree to promptly attempt to renegotiate such terms in good faith. Such amendments to this Agreement shall be enforceable if made in writing and signed by the parties hereto.

5. This Amended and Restated Memorandum of Understanding hereby amends and restates in its entirety the terms and conditions of that certain Memorandum of Understanding dated as of December 7, 2017 by and between Denville and POWWW.
If the foregoing is acceptable to you, please indicate your acceptance thereof by signing on the space provided below.

PROTECT OUR WETLANDS WATER AND WOODS, A NEW JERSEY NONPROFIT CORPORATION

THE TOWNSHIP OF DENVILLE

By:  
Name:  
Title:  

By:  
Name:  
Title:  

MEI 25975139v.4
EXHIBIT A

PROPOSED FORM OF ORDINANCE

ORDINANCE# -19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY AUTHORIZING THE DONATION OF BLOCK 70501, LOTS 505, 508 AND 511, FROM PROTECT OUR WETLANDS, WATER, WOODS ("POWWW")

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A: 12-1, et seq., provides that a municipality may, by ordinance, provide for the acquisition of real property or an interest therein by purchase, gift, devise, lease, exchange; and

WHEREAS, POWWW has approached the Township with an opportunity to acquire the following properties:

Block 70501, Lot 505, known as 139 Hillcrest Drive;
Block 70501, Lot 508, known as 143 Hillcrest Drive; and
Block 70501, Lot 511, known as 157 Hillcrest Drive;

and

WHEREAS, Block 70501, Lots 505 and 511 are vacant land and a structure to be demolished is located on lot 508; and

WHEREAS, POWWW has applied for funding from the Morris County Open Space Trust Fund to acquire the properties from Bob Donaldson, the record owner of each parcel; and

WHEREAS, the Township will contribute $10,000 towards the purchase price of the properties, plus any and all such additional amounts necessary to cover costs associated with the acquisition by POWWW including but not limited to an appraisal of the property, legal fees, a survey and Phase I reports and any updates to same; and

WHEREAS, the Township will be responsible for the demolition of the structure located on Block 70501, Lot 508; and

WHEREAS, on or about the date that the properties are conveyed to POWWW, POWWW has agreed to deed the properties to the Township in accordance with the terms and conditions of the Amended and Restated Memorandum of Understanding between POWWW and the Township, said Amended and Restated Memorandum of Understanding being on file in the Township Clerk's Office;

WHEREAS, the Township has the funds available to proceed with this acquisition; and

WHEREAS, the Mayor and Municipal Council of the Township of Denville have determined that it is in the interest of the Township to accept the donation from POWWW of the said properties for open space purposes.
NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

SECTION 1. The Township of Denville will accept the donation of the said properties under the terms and conditions set forth in the Amended and Restated Memorandum of Understanding between the Township and POWWW.

SECTION 2. The said land to be conveyed to the Township of Denville is described on the Contract for sale which is on file in the Township Clerk's office.

SECTION 3. The Mayor and Municipal Clerk and all other proper officers and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance.

SECTION 4. No debt is to be authorized by the enactment and passage of this ordinance.

SECTION 5. All ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

ATTEST:

Kathryn Bowditch-Leon, RMC
Township Clerk

Thomas Andes, Mayor

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY
RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF REAL ESTATE FOR THE ACQUISITION OF BLOCK 21201, LOT 6 (65 COOPER ROAD AND HILL ROAD)

WHEREAS, the Township desires to acquire property known as Block 21201, Lot 6, 65 Cooper Road and Hill Road, as shown on the Tax Maps of the Township of Denville for open space purposes; and

WHEREAS, the owners of the property and the Township have agreed upon the terms of a Contract for Sale.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:

1. The Mayor and Municipal Clerk are hereby authorized to execute a Contract for Sale with the Roman Catholic Diocese of Paterson for the acquisition of Block 21201, Lot 6 for a purchase price of $825,000, which Contract for Sale is subject to the receipt of sufficient funding grants and to the adoption of an ordinance by the Municipal Council authorizing the acquisition of the property and appropriating the necessary funds.

2. A copy of the Contract for Sale is on file in the office of the Municipal Clerk for inspection by the public.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on

Certification Dated: Kathryn Bowditch-Leon, RMC Municipal Clerk
CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on February 20, 2019

BETWEEN

ROMAN CATHOLIC DIOCESE OF PATERSON

referred to as the Seller

AND

TOWNSHIP OF DENVILLE

A Municipal Corporation of the State of New Jersey

1 St. Mary’s Place

Denville, NJ 07834

referred to as the Buyer

The words “Buyer” and “Seller” include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.

2. Property. The property to be sold consists of all of the Seller’s rights relating to the land.

The real property to be sold is known as Block 21201, Lot 6 totaling 9.03 acres located at 65 Cooper Road and Hill Road in the Township of Denville, Morris County, New Jersey.

3. Purchase Price. The purchase price for the Property is $825,000.

4. Payment of Purchase Price. The Buyer will pay the purchase price as follows:

| Morris County Open Space Grant and Farmland Preservation Trust Fund | $375,000 |
| Township of Denville Open Space Trust Fund | $450,000 |
| **TOTAL:** | **$825,000** |

5. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to make March 31, 2019, the estimated date for the closing. Both parties willfully cooperate so the closing can take place on or before the estimated date. The closing will be held at the Denville Township Town Hall, 1 St. Mary’s Place, Denville, NJ, or such other place as shall be mutually agreed upon.

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer properly executed deeds and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale. Seller shall also deliver to Buyer any and all affidavits and other instruments and documents which Buyer or the title company insuring Buyer’s title to the Property shall reasonably request in order to convey good and marketable title to the Property, subject to any permitted encumbrances provided for herein.
7. Title. Title to the Property shall be good, marketable, with title valid of record, and insurable at regular rates by any title insurance company of Buyer's choice authorized to do business in the State of New Jersey, subject to the following exceptions which shall be deemed "Permitted Exceptions":

   (i) Laws, regulations or ordinances of federal, state, county or local entities or agencies having jurisdiction over the Property,

   (ii) Such state of facts as would be shown on an accurate survey of the property, provided such facts do not render title to the Property unmarketable, nor would reveal any easements, covenants, restrictions, encroachments onto the property from adjoining properties or from the property onto adjoining properties.

Sellers represent that there is no lien against the Property including but not limited to a tax lien, mortgage lien or judgment lien. If there is any such lien, same shall either be paid prior to closing or satisfied out of the closing proceeds at the time of closing.

8. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as Bargain and Sale with Covenants against Grantors' Acts which will include use restrictions based on the preservation of the Property as Open Space.

9. Requirements of Seller to Deliver to Buyer. Within ten (10) days of Seller and Buyer executing this Contract, Seller shall deliver to Buyer, if it possesses such documents:

   (a) Any title examination and/or title search together with any policy of fee owner title insurance which may be within the possession or control of Seller;

   (b) The latest survey of the Property, if any, which may presently be in the custody or control of Seller; and

   (c) A copy of the Deed to the Property into Seller.

10. Physical Condition of the Property. This property is being sold "as is." Seller does not make any claims or promises about the condition or value of any of the property included in this sale. However, Seller must provide all environmental documentation and testing and evaluations regarding the property. The Township is aware the property has evidence of a prior pesticide contamination. The Township is prepared to acquire the property subject to such issue, however the Township shall have the opportunity to inspect all environmental documentation, including, but not limited to, testing reports and evaluations.

11. Inspection of the Property. It is understood and agreed by the parties hereto that Buyer may obtain at its sole cost and expense a Phase I Environmental Assessment of the Property, which shall be certified to and subject to the approval of Buyer and which shall comply with all applicable NJDEP and ASTM standards. If Buyer chooses to have such an Assessment, Buyer shall provide said Assessment to Seller no later than sixty (60) days from the date of execution of
this Contract by all parties. ("Due Diligence Date"). Buyer shall make every effort to complete the Assessment prior to the Due Diligence Date.

To facilitate inspections within the approval period, Seller will make available all planning and zoning documents and approvals and all environmental or soil or other construction tests for the property for buyer's examination.

Upon the execution of this Contract, Buyer or its agents, at its sole cost and expense, shall have unrestricted access to the Property, in accordance with the Temporary License terms set forth at Paragraph 11 hereafter, at any time and from time to time after the date hereof to conduct inspections, tests and surveys of the land including, without limitation, the above-mentioned environmental assessment and additional physical inspections of all areas of the Property, ("Due Diligence Inspection"). Buyer shall complete all inspections and furnish Seller with the results of any such tests and studies no later than the Due Diligence Date.

Notwithstanding anything to the contrary contained in this Contract, in the event Buyer's Phase I Environmental Assessment and/or Buyer's Due Diligence Inspection may reveal any aspect, condition or circumstances of, or relating to, the property that is unsatisfactory to Buyer, of which Buyer shall be the sole judge, Buyer shall provide notice thereof to Seller with request that same be cured by Seller. If Seller declines to cure or fails to respond to Buyer's notice within thirty (30) days of receipt thereof, Buyer shall have the right to terminate this Contract by sending written notice of such termination to Seller on or before the "Due Diligence Date". In addition, Buyer may, at sole cost and expense, and within the time period preceding the occurrence of the Due Diligence Date as defined above, satisfy itself (In its sole discretion) as to the suitability, potential, and feasibility of the Property for use (s) acceptable to Buyer, having regard to, among other things, but not by way of limitation, the following:

(i) Drainage and flood control;

(ii) Soil tests and landfill requirements; and

(iii) Environmental condition and approvals.

The foregoing is for the sole benefit and advantage of Buyer. Buyer may nevertheless waive the same by notice In writing delivered to Seller at any time prior to the date specified above.

On or before the Due Diligence Date specified above, Buyer shall give written notice to Seller that the approval provided for herein has been fulfilled or waived or that Buyer has determined to terminate this Contract. In the event Buyer does not provide Seller with the notice required by this paragraph on or before the Due Diligence Date, upon receipt of a ten (10) business days written notice from the Seller, if Buyer does not cure, Buyer shall be deemed to have waived its right to terminate this Contract in accordance with the terms of this paragraph 10.

In the event that Buyer shall exercise its termination right as hereinabove provided, this Contract shall be deemed terminated and of no further force and effect as of the date Buyer's notice of termination is given and, from and after such date, neither party shall have any further obligations nor liabilities to the other except as may be specifically provided hereunder.
(a) Environmental Reports. The Seller shall provide any and all independent environmental examination documents and or studies/reports.

12. Temporary License for Inspection. Execution of this Contract by the parties hereto shall be deemed a request from Buyer and a grant by Seller of a temporary license to Buyer for the purpose of entering upon the Property to perform, within the time period prior to the Due Diligence Date, the inspection of the Property provided for in the preceding section (Due Diligence Inspection*). By accepting the within temporary license, Buyer hereby agrees to be bound by, and to provide for, the following:

   (a) Buyer, as licensee, hereby releases and will protect, defend, indemnify and save harmless Seller against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for Injury (Including death) sustained by the officers, agents and employees of Buyer, and any agent and employee of all other persons whomsoever employed by or retained by Buyer, and for damage to or loss or destruction of Property of any kind by whomsoever owned, caused by, resulting from, arising out of or occurring in connection with the entry or presence of Buyer (licensee), its agents and/or employees on Seller's property or incidental or appertaining thereto. As a result of any such Claims, Buyer (licensee) will assume at its own expense, on behalf of said parties the amount of any settlement agreed upon, judgment that may be entered, and any other amounts assessed in connection therewith, plus all costs and expenses involved as aforementioned. To the extent possible, Buyer shall restore any portion of the property disturbed by Buyer's inspections to the condition of the property prior to the inspections.

   (b) Under no circumstances shall this Temporary License be construed as granting Buyer (licensee) any right, title or interest of any kind or character in or about the land or premises of Seller.

   (c) By executing this Contract, Buyer (licensee) acknowledges and accepts the terms of the above-stated temporary License for the purpose of performing the Due Diligence Inspection as provided within this Contract.

13. Building and Zoning Laws. The Seller states that the current use of the property does not violate any applicable zoning ordinance, building code or other law.

14. Property Lines. The Seller states that no improvements on adjoining properties extend across the boundary lines of this property.

15. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, including any rights of others pursuant to a lease, license, or contract, except for:

   (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property.
16. Possession. At the closing the Buyer will be given possession of the property free of any rights of tenants.

17. Complete Agreement. This contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else or has terminated any other contract to sell the property to anyone else and that party acknowledges such termination by his signature hereto.

18. Parties Liable. This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

19. Notices. All notices, demands or communications hereunder shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight carrier to the following addresses:

If to Seller: At the address set forth on Page 1

With a copy to: Kevin J. Coakley, Esq.
Connell Foley, LLP
85 Livingston Avenue
Roseland, NJ 07068

If to Buyer: At the address set forth on Page 1

With a copy to: Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main Street
P.O. Box 228
Boonton, NJ 07005

20. The Contract is contingent upon the Buyer receiving appropriate and necessary funding from the County of Morris Open Space and Farmland Preservation Trust Fund and other sources of grant funding.

The obligation of Buyer to consummate this Contract is specifically contingent upon the following:

(a). Completion of Acceptable Survey. Buyers shall have obtained, at their cost and expense, an acceptable survey of the Property, showing (i) all of the Property to consist of not less than 9.03 acres. If the survey should indicate any encroachments by structures, fences or other man-made improvements, which either belong to Sellers and encroach on a neighboring property or belong to a neighboring property and encroach on the Property, Sellers shall at their sole cost and expense attend to removal of any such encroachment prior to closing of title.
(b). Funding Contingency. The obligation of Buyers to consummate this Contract is specifically contingent upon Buyers meeting all conditions and receiving appropriate funding from the County of Morris Open Space and Farmland Preservation Trust Fund and other sources of grant funding.

(1) Morris County Open Space and Farmland Preservation Trust Fund $ 375,000

(2) Township of Denville Open Space Trust Fund $ 450,000

TOTAL $ 825,000

Sellers are aware that the governing bodies of all the above-named entities will have to approve this transaction and specifically fund each entity's allocable share. If all of the said funds are not received by Buyers from each entity on or before the closing date, either party shall have the right to terminate this Contract, in which event the deposit monies shall be refunded to Buyers and neither party shall have any further liability to the other.

21. Seller's Representations. Seller makes the following covenants, representations and warranties, which representations and warranties are true and correct as of the date hereof and will be true and correct as of the closing date, and will survive the closing of title to the property:

(a) There are no leases or use or occupancy agreements affecting the Property, and no party has any claim or right to possess the property or any portion thereof with the exception of easements of record and the traveled right of way, and Seller will convey clear title to the entire Property to Buyer at the closing.

(b) There are no service contracts, labor or union contracts, employment agreements, management contracts or any other agreements affecting the Property or the operation thereof.

(c) There is no litigation pending against Seller or against or related to all or any part of the Property.

(d) All bids and claims for labor heretofore performed and materials heretofore furnished to or for the benefit of the property have been or will be paid in full by Seller on the closing date.

(e) No person, firm, or entity has any rights in, or any rights to acquire all or any part of the Property including, without limitation, any rights of first refusal or options with respect to the same.

(f) Seller represents and warrants to the best of Seller's knowledge that throughout the entire period of Seller's ownership of the Property:

1. Seller has not received notification from a federal, state or local government regarding any safety or environmental investigation.
3. The property has never been used as a dump site or storage facility.

4. There have been no oil or gasoline spills on the property and there are no underground or above ground storage tanks on the property.

5. Seller further represents that to the best of its knowledge, information and belief, its property and this transaction are not subject to the New Jersey Industrial Site Recovery Act. (N.J.S.A. 13:1K et seq.) and the regulations promulgated thereunder ("ISRA").

22. Real Property Taxes. The parties agree that real property taxes shall be adjusted as of the date of closing. The Buyer agrees that Seller shall be responsible for any farmland rollback taxes that may be imposed as a result of the sale of the Property.

23. Adjustments at closing. At the time of closing and delivery of the deed, real estate taxes shall be adjusted between Seller and Buyer as of the closing date with charges for the day of closing attributable to the Seller. Seller shall bear the expense of payment of the realty transfer fee, if any. Real estate taxes shall be apportioned on the basis of the calendar year for which assessed, except that if the closing date shall occur before the final tax rate is fixed, the apportionment of taxes shall be based upon the prior year's taxes. Seller shall pay all rollback taxes relating to farmland assessment whenever such assessment may be imposed by the taxing authority.

24. Assessments. If at the time for the delivery of the deed the Property, or any part thereof, shall be or shall have been affected by a special governmental assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purpose of this Agreement, all of the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the Property affected thereby and shall be paid and discharged by Seller upon delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid and allowed by Seller on account of the purchase price if the improvement or work has been commenced on or before the date hereof. Seller represents to the best of its knowledge that there are no unconfirmed improvements or assessments for improvements contemplated for the Property.

25. Real Estate Brokerage Commission. Seller and Buyer mutually represent and warrant to each other that they have not dealt with any real estate broker or agent in bringing about this transaction. The parties hereto agree to save each other harmless and indemnify each other from any losses, damages, judgments and costs, including legal fees, which a party may suffer if the other party breaches its obligations hereunder or if the representation of the other party contained herein proves untrue. The obligations of this paragraph shall survive closing of title and delivery of the deed.

26. There shall be no automatic waivers in the Contract without the party in default first being given a notice in writing specifying 10 business days to cure.

27. The giving of any notice required hereunder maybe made via facsimile.