TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
September 20, 2016, 7:30 P.M.

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

Council Members
- Gabel
- Lyden
- Golinski, Council President

- Witte
- Fitzpatrick
- Murphy

In Attendance
- Mayor Andes
- Township Attorney Jansen

- Administrator Ward
- Other:

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

Proclamation
Pain Awareness Month

- 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
11-16: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

ORDINANCES FOR INTRODUCTION
NONE

ITEMS FOR DISCUSSION AND/OR ACTION
NONE
RESOLUTIONS

CONSENT AGENDA:

R-16-216: Resolution Authorizing the Issuance of Social Affair Permits by the State of New Jersey Division of Alcoholic Beverage Control

R-16-217: Resolution Authorizing Raffle Licenses in the Township of Denville

NON-CONSENT AGENDA:

R-16-218: Resolution Authorizing the Execution of a Contract for Sale for the Acquisition of Block 30001, Lot 31 and Block 30501, Lot 41

R-16-219: Resolution Refunding the Payment of Taxes Overpaid Due to Judgment by the Tax Court of New Jersey

R-16-220: Resolution Requesting Planning Board Review of a Resolution Designating Certain Property in the Township as an Area in Need of Rehabilitation

MINUTES FOR ADOPTION

- September 6, 2016

MOTION TO ADJOURN
ORDINANCE 11-16

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

COUNCIL PRESIDENT:
• THIS PUBLIC HEARING WAS OPENED AT THE SEPTEMBER 6, 2016 MEETING AND WAS CONTINUED TO THIS EVENING’S MEETING.
• CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

Be passed on Final Reading and that a Notice of Final Passage be published in the 09/28/2016 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 9/20/2016
ORDINANCE NO. 11-16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, REGARDING FLOOD HAZARD AREAS

SECTION 1. Chapter 19, Land Use, Article 5, Zone Regulations, Section 19-5.724, Flood hazard areas, subsection b., Definitions, is hereby amended and supplemented in the following particulars only:

a. The definitions of Start of Construction and Substantial Improvement, are hereby amended to read as follows:

"START OF CONSTRUCTION (FOR OTHER THAN NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENTS UNDER THE COASTAL BARRIER RESOURCES ACT [P.L. 97-348]) -- Shall mean any work related to the improvement."

"SUBSTANTIAL IMPROVEMENT - Shall mean any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed."

b. A new definition, Substantial Damage, is hereby added to read as follows:

"SUBSTANTIAL DAMAGE - Shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Work on structures that are determined to be substantially damaged is considered to be substantial improvement, regardless of the actual repair work performed."

SECTION 2. 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 3. 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 4. This Ordinance may be renumbered for purposes of codification.

SECTION 5. 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 __________, 2016

Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING ISSUANCE OF SOCIAL AFFAIR PERMITS BY THE STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, Celebrate the Children and the Denville Police Athletic League have submitted applications for Social Affair Permits; and

WHEREAS, the Municipal Council, the License Issuing Authority of the Township of Denville, has no objection to the granting of Social Affair Permits by the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, the issuance of said Social Affair Permits is not contrary to any Township ordinance, resolution, regulation or policy.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of Social Affair Permits for the following organizations and events:

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Celebrate the Children</td>
<td>Comedy Night Fundraiser</td>
<td>230 Diamond Spring Road</td>
<td>10/22/2016</td>
<td>7:30 P.M. to 10:00 P.M.</td>
</tr>
<tr>
<td>Denville Police Athletic League</td>
<td>Denville’s Food Truck and Family Festival</td>
<td>Gardner Field, Savage Road</td>
<td>10/23/2016</td>
<td>11:00 A.M to 5:00 P.M.</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 September 20, 2016.
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>Celebrate the Children Inc</td>
<td>On-Premise 50/50</td>
<td>10/22/2016</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>On-Premise 50/50</td>
<td>11/17/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/18/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/19/2016</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/20/2016</td>
</tr>
<tr>
<td>Morris Knolls High School Band Boosters Club</td>
<td>Off-Premise 50/50</td>
<td>November 2016 (continuous)</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 September 20, 2016.

Certification Date:  
Kathryn Bowditch-Leon, RMC  
Municipal Clerk
RESOLUTION

WHEREAS, the Township desires to acquire properties known as Block 30001, Lot 31, located at 30 Evergreen Road, and Block 30501, Lot 41, located at 17 Highview 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 Township Clerk are hereby authorized to execute a Contract for Sale with Maurice Soussa and Esther Soussa for the acquisition of Block 30001, Lot 31 for a purchase price of $355,000, and Block 30501, Lot 41 for a purchase price of $7,100 which Contract for Sale is subject to the receipt of sufficient funding grants for the acquisition of Block 30001, Lot 31 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 Township 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 __________, 2016.

Certification Dated: ____________________________

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

This Contract for Sale is made on ______________, 2016,

BETWEEN

MAURICE AND ESTHER SOUSSA
33 Tara Lane
Montville, NJ 07045

referred to as the Sellers

AND

THE TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey whose address is 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: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract.

The real property to be sold consists of the following two properties:

A. Block 30001, Lot 31 as shown on the municipal tax map and also known as 30 Evergreen Road, which is approximately 16.747 acres in size located in the Township of Denville, in the County of Morris and State of New Jersey. ("Property A")

B. Block 30501, Lot 41 as shown on the Denville Township municipal tax map and also known as 17 Highview Road, which is approximately 0.178 acres in size located in the Township of Denville, County of Morris and State of New Jersey. ("Property B")

3. Purchase Price. The purchase price for Property A is $355,000.00. The purchase price for Property B is $7,100.

4. Payment of Purchase Price. The Buyer will pay the purchase price at closing of title, by Township of Denville check (subject to adjustment at closing for taxes, sewer, water and garbage charges and any liens against the property to be paid at closing).
5. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to use their best efforts to close within 60 days of the Township’s receipt of the funding and as soon as possible after the ordinance authorizing the acquisition and appropriating the funds is adopted and effective. The Seller shall have the right to terminate this Contract on thirty (30) days written notice to the Township in the event that the closing has not occurred by May 31, 2017. The closing will be held at the Denville Township Municipal Building, 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 a properly executed Bargain and Sale deed with Covenants against Grantor’s Acts 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. 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.

8. Requirements of Seller to Deliver to Buyer. Within ten (10) days of Seller and Buyer executing this Contract, Seller shall deliver to Buyer:

   (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.

   (d) Any plans or zoning documents readily available in Seller’s possession.

9. 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. The Buyer has inspected the property and relies on this inspection and any rights, which may be provided elsewhere in this contract.

10. 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 ninety (90) days from the date of execution of this Contract by all parties. ("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 readily available and in their possession 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 aforementioned 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 ten (10) 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 the “Due Diligence Date”. In addition, Buyer may, at it 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:

(a) Drainage and flood control;
(b) Soil tests and landfill requirements; and
(c) 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 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.

11. 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 by 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.

(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.

(d) The Buyer shall have the right to a pre-closing final inspection within 24 hours of the closing.

(e) The Buyer agrees to restore the property to the original condition as much as possible resulting from the Buyers right to perform any testing or access on Seller's property.

12. 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.

13. Property Lines. The Seller, to the best of its knowledge, states that no improvements on adjoining properties extend across the boundary lines of this property.

14. 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;

(b) recorded agreements which limit the use of the property, unless the agreements: (1) are presently violated; (2) provide that the property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the property;

(c) all items included in schedule A as part of the description of the property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions. If Buyer determines, during the Due Diligence Period, that title is unsatisfactory pursuant to this paragraph, Buyer shall have the right to terminate the Contract within 10 days after the expiration of the Due Diligence Period.
15. **Possession.** At the closing the Buyer will be given possession of the property free of any rights of tenants.

16. **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.

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

18. **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:** Warren Kahn, Esq.  
  150 River Road  
  Suite O-2b  
  Montville, NJ 07045

  With a copy to: Ronald Soussa  
  330 Changebridge Road, Suite 101  
  Pine Brook, NJ 07058

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

  With a copy to: Jansen & DeBona, LLC  
  413 West Main Street  
  Boonton, NJ 07005  
  Attention: Paula J. DeBona, Esq.

19. **Municipal Approval.** The parties acknowledge that this contract is subject to the adoption of an ordinance or ordinances by the governing body of the Township of Denville authorizing the acquisition of the property in accordance with N.J.S.A. 40A:12-1 et seq. and appropriating the necessary funds. In addition, the acquisition of both Property A and Property B is subject to the receipt of a grant by the Township from the Morris County Open Space and Farmland Preservation Trust Fund for Property A.

20. **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 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 or proceeding pending or threatened against Seller or against or related to all or any part of the property or the operation thereof, nor does Seller know of any basis for any such action. Seller represents that it will withdraw any and all tax appeals relating to the property immediately upon the execution of this agreement.

(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. No safety or environmental hazards have been identified on the Property.

2. Seller has not received notification from a federal, state or local government regarding any safety or environmental investigation or court order.

3. The property has never been used as a dump site or storage facility for hazardous substances.

4. There have been no oil or gasoline spills on the property.

5. There are no underground or above ground storage tanks on the Property.

6. 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") and Seller agrees to provide to Buyer, at Seller's expense, if requested, a Letter of Nonapplicability prior to the date of closing.

21. Realtor's Commission. The parties hereto expressly represent that no realtor or broker has been involved in this transaction. The parties acknowledge that Esther Soussa, Maurice Soussa and Ronald Soussa are licensed Real Estate Salespersons in the State of New Jersey.

22. Section 1031 Exchange. Buyer agrees to cooperate with Seller should Seller decide to treat this transaction as a §1031 exchange under the IRS Code.
23. **Municipal Assessments and Roll-back taxes.** All unpaid charges (assessments) against the property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high). In addition, the Buyer would be responsible for any roll-back taxes imposed on such property, if any.

SIGNED AND AGREED TO BY:

Attested by: ___________________________ Date Signed: ___________________________

Kathryn M. Bowditch-Leon, Clerk

Witnessed by: ___________________________ Date Signed: ___________________________

Maurice Soussa, ___________________________ (Seal)

SELLER

TOWNSHIP OF DENVILLE

By: ___________________________ (Seal)

Thomas W. Andes, Mayor BUYER

Witnessed by: ___________________________ Date Signed: ___________________________

Esther Soussa, ___________________________ (Seal)

SELLER
RESOLUTION REFUNDING THE PAYMENT
OF TAXES OVERPAID DUE TO JUDGMENT
BY THE TAX COURT OF NEW JERSEY

WHEREAS, it has been found that the following 2013, 2014 & 2015 taxes have been overpaid due to
Judgments by the Tax Court of New Jersey.

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 is hereby authorized and directed to prepare
a voucher in the following name to refund said overpayments; 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 said taxpayer after the refunds have been recorded in the
taxpayer's history files.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>21301 6</td>
<td>Saiber, LLC as Council for Yogiraj Management, LLC 18 Columbia Turnpike Suite 200 Florham Park, NJ 07932</td>
<td>$5,158.16 - 2013 $5,303.90 - 2014 $5,411.46 - 2015 $15,873.52 - Total</td>
</tr>
</tbody>
</table>

Loc: 9 Mount Pleasant Turnpike

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 September 20, 2016

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REQUESTING PLANNING BOARD REVIEW OF A RESOLUTION DESIGNATING CERTAIN PROPERTY IN THE TOWNSHIP AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. (the "LRHL") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, in accordance with the LRHL the Municipal Governing Body of the Township of Denville (the "Governing Body") has determined that Block 31207, Lots 11-18 in the Township of Denville, in the County of Morris (the "Properties") should be designated as an area in need of rehabilitation (the "Rehabilitation Area"); and

WHEREAS, Lots 11, 12, 13, 15, 16 and 17 are either substandard and inconsistent with current zoning standards, contain obsolete layout and design (consistent with N.J.S.A. 40A:12A-5(D)), or have been vacant for more than ten years (consistent with N.J.S.A. 40A:12A-5(C)); and

WHEREAS, the Tax Assessment illustrates that the current improvement to land value ratio is less than 2:1 and represents an underutilization of land for all lots except Lot 17 (consistent with N.J.S.A. 40A:12A-5(E)); and

WHEREAS, Lots 14 and 18 do not meet the criteria for rehabilitation area determination but are included as they would be outlying lots that are substandard and inconsistent with current zoning standards (consistent with N.J.S.A. 40A:12A-5(H)); and

WHEREAS, the designation of the Rehabilitation Area as an area in need of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township in accordance with the requirements of N.J.S.A. 40A:12A-14; and

WHEREAS, N.J.S.A. 40A:12A-14 also provides that prior to the adoption of a resolution designating the Rehabilitation Area as an area in need of rehabilitation, the Governing
Body must first submit a copy of the proposed Resolution designating the Rehabilitation Area to the Township Planning Board for review; and

WHEREAS, the Township intends to designate the Rehabilitation Area by the adoption of the Resolution substantially in the form attached hereto.

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. Transmittal of Attachment to Planning Board for Review. The Governing Body hereby directs that the Township Clerk transmit a copy of this Resolution and the proposed Resolution Designating the Property to the Township Planning Board for review pursuant to N.J.S.A. 40A:12-A-14.

2. 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 resolution R-16-220, adopted by the Municipal Council at their meeting held on September 20, 2016.

Certification Dated: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION DESIGNATING CERTAIN PROPERTY
IN THE TOWNSHIP AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, in accordance with the LRHL the Municipal Governing Body of the Township of Denville (the "Governing Body") has determined that Block 31207 Lots 11-18 in the Township of Denville, in the County of Morris (the "Property") should be designated as an area in need of rehabilitation (the "Rehabilitation Area"); and

WHEREAS, N.J.S.A. 40A:12A-14 provides that prior to the adoption of a resolution designating the Rehabilitation Area as an area in need of rehabilitation, the Governing Body must first submit a copy of the proposed Resolution designating the Rehabilitation Area as an area in need of rehabilitation to the Township Planning Board for review; and

WHEREAS, the Governing Body, acting by resolution, referred a copy of this resolution to the Township Planning Board for review and comment pursuant to N.J.S.A. 40A:12A-14; and

WHEREAS, based upon the findings of this Report, the Governing Body found that the Rehabilitation Area satisfied the statutory criteria to be designated as an area in need of rehabilitation; and

WHEREAS, the Planning Board reviewed this resolution and recommended its adoption and the designation of the Rehabilitation Area as an area in need of rehabilitation in accordance with N.J.S.A 40A:12A-14.
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. Designation of the Area. The Municipal Council hereby designates the Rehabilitation Area as an area in need of rehabilitation.

2. Transmittal of Resolution to State Department of Community Affairs. The Municipal Council hereby directs that the Township Clerk transmit a copy of this Resolution to the Commissioner of the Department of Community of Affairs for review in accordance with the LRHL.

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 resolution_____, adopted by the Municipal Council at their meeting held on __________, 2016.

Certification Dated: ____________________________

Kathryn Bowditch-Leon, RMC Municipal Clerk