TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
7:30 P.M. DATE AUGUST 13, 2013

PUBLIC COMMENTS:
COUNCIL REQUESTS THAT PUBLIC COMMENTS BE LIMITED TO (3) THREE MINUTES PER PERSON

PRESENTATIONS:
COUNCIL REQUESTS THAT PRESENTATIONS BE LIMITED TO (30) MINUTES OR LESS AND MUST BE PRE-ARRANGED WITH THE MUNICIPAL CLERK

SALUTE TO THE FLAG
INVOCATION
NOTICE OF PUBLIC MEETING
ROLL CALL

KUSER GABEL GOLINSKI LYDEN

SCOLLANS SMITH PRESIDENT FITZPATRICK

IN ATTENDANCE

MAYOR ANDES ADMINISTRATOR WARD

TOWNSHIP ATTORNEY

OTHERS:

CEREMONIAL MATTERS AND/OR PRESENTATIONS

Council Liaison/Committee Reports

Mayor’s Report

Administrator’s Report
#17-13
TITLE:
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, TO IMPLEMENT THE ESTLING LAKE REHABILITATION PLAN

#18-13
TITLE:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS

#19-13
TITLE:
AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, IN ORDER TO CONTROL THE LOCATION OF HOTELS IN THE TOWNSHIP OF DENVILLE

ORDINANCE(S) FOR INTRODUCTION

NONE
ITEMS FOR DISCUSSION AND/OR ACTION

NONE

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R-13-180# RESOLUTION AUTHORIZING A REFUND OF A BUILDING PERMIT FEE

R-13-181# RESOLUTION TO CANCEL SEWER AND WATER CHARGES ASSESSED AND LEVIED AGAINST BLOCK 50408, LOT 108 (19 RIVERSIDE DR.)

R-13-182# RESOLUTION AUTHORIZING A REFUND OF A COAH DEVELOPMENT FEE

NON-CONSENT RESOLUTIONS

R-13-183 RESOLUTION FOR RENEWAL OF MEMBERSHIP IN THE MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

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MINUTES FOR ADOPTION JULY 16, 2013

MOTION TO ADJOURN
ORDINANCE #17-13

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, TO
IMPLEMENT THE ESTLING LAKE REHABILITATION PLAN

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,
AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, TO
IMPLEMENT THE ESTLING LAKE REHABILITATION PLAN

BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE
PUBLISHED IN THE 8-21-13 ISSUE OF THE CITIZEN.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

ORDINANCE #17-13
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS,
AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, TO
IMPLEMENT THE ESTLING LAKE REHABILITATION PLAN

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS
REGULARLY, DULY AND FINALLY PASSED AT A MEETING OF THE
MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE, COUNTY OF
MORRIS AND STATE OF NEW JERSEY, HELD ON 8-13-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
ORDINANCE # 17-13

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, TO IMPLEMENT THE ESTLING LAKE REHABILITATION PLAN

WHEREAS, the Municipal Council has adopted a resolution designating Block 30601, Lot 6 as an area in need of rehabilitation.

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. Chapter 19, Land Use, Article 1, General Provisions, §19-1.2, Definitions, is hereby amended and supplemented in the following particulars only:

a. The following terms are hereby added:

"Patio or Terrace A level, landscaped, and/or surfaced area directly adjacent to a building and not covered by a permanent roof that is designed for or intended to be utilized for outdoor enjoyment.”

b. The definitions of “Building Height” and “Story, half” are hereby amended to read as follows:

"Building height shall mean the vertical distance from the average grade to the top of the highest roof beams of a flat roof, the top most portion of any facade, knee wall or similar structure, or the mean level of the highest gable or slope of a hip, mansard, or gambrel roof.”

"Story, half shall mean a partial story under a mansard, gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than four (4’) feet above the floor of such story.”

SECTION 2. Chapter 19, Land Use, Article 5, Zone Regulations, §19-5.5, Map and Schedule, Schedule Area, Yard and Bulk Requirements, is hereby amended to include the following: “Estling Lake Rehabilitation Area - see section 19-5.28 for area requirements.”
SECTION 3. Chapter 19, Land Use, Article 5, Zone Regulations, §19-5.28, Reserved, is hereby amended and supplemented to read as follows:

“§19-5.28 Estling Lake Rehabilitation Area

a. Intent and Purpose. The purpose of this Section is to implement the Estling Lake Rehabilitation Plan.

b. Applicability. The provisions of this section shall apply only to Block 30601 Lot 6.

c. Permitted Uses
   The redevelopment of this site shall contain one of the following permitted uses:
   1. Single Family Residential Units
   2. Garden Apartments
   3. Townhouse dwelling units
   4. Mid Rise Apartments

d. Permitted Accessory Uses
   Any and all uses of land that are customarily, habitually, and by long practice, as established by reasonable association with, incidental and subordinate to the principal use of the property, including, but not limited to the following:
   1. Decks
   2. Patios/Terraces
   3. Gate House / Guard Booth / Welcome Booth
   4. Clubhouse
   5. Passive and active recreation
   6. Open Space

e. Density
   Single family development shall follow density requirements for the R-3 zone district but in no event shall exceed 6 dwelling units per acre. Multi family development of this site allows a maximum of 100 dwelling units be constructed on site.

f. Bulk Standards
   1. For single family residential development, the bulk standards found in the R-3 zone shall apply.
   2. For multi-family dwellings the following bulk standards shall apply:

Principal Building Setbacks:
   Front yard setback (from Estling Lake right-of-way) 25 feet
Side yard setback 20 feet
Rear yard setback 20 feet

Accessory Building Setbacks:
Front yard setback (from Estling Lake right-of-way) 50 feet
Side yard setback 20 feet
Rear yard setback 5 feet

Parking spaces Setbacks:
Front yard setback (from Estling Lake right-of-way) 20 feet
Side yard setback 20 feet
Rear yard setback 5 feet

Building to building minimum distance* 25 feet

Maximum Building Height 35 feet

Maximum Coverage:
  Building Coverage 25%
  Impervious Coverage 65%

*This measurement shall be the shortest distance between the two buildings including decks, balconies, or other projections from the building façade.

Units per building:
In any multi-family dwelling there shall be no more than eight units per building.

Bedroom Distribution:
In any multi-family development there shall be the following distribution of bedrooms:
One (1) bedrooms: 40 percent of the development.
Two (2) bedrooms: 60 percent of the development.
In no case shall any building contain only one bedroom dwellings.

g. Open Space Requirement
A minimum of 25 percent of the site shall be left in a natural or landscaped open area.

h. Trash
Each dwelling unit must be designed so as to have a dedicated location for the interior storage of trash or designed in such a way that said trash shall be stored in a dedicated exterior storage facility. If there is no interior trash storage provided for, said external facility shall be constructed in such a way as to be a part of the building with no distinction between construction material, shall be designed for the trash of a single unit, and designed in such a way as to prevent wildlife from
gaining access. In no instance shall trash be stored outside and in no case shall dumpsters be permitted.

i. **Mailboxes**

Mailboxes must be provided in either gang mailboxes or located in a club house, or other type of facility.

j. **Parking**

The parking requirements shall comport with the Residential Site Improvement Standards (RSIS). All parking spaces located within a detached garage shall be separated from adjacent parking spaces so as to provide a secured parking space. No more than 40 percent of all garaged parking spaces may be located in detached garages.

k. **Lighting**

The lighting requirements shall comport with section 19-5.731, Outdoor Lighting, of the Township of Denville’s zoning ordinance.

l. **Utility Meters**

All utility meters may be located in the interior of the building provided that said meters are located within a common area and not within an individual dwelling unit. If utility meters are located on the exterior of a structure, landscaping must be provided in the vicinity to aid in the screening of said meters.

m. **Air conditioning units, emergency generators, or other sound producing equipment**

Any emergency generators, air conditioning units, or other sound producing equipment must be adequately screened by either fencing or landscaping so as to reduce its impact to surrounding land uses.

n. **Signage**

1. With the exception of street signs, traffic control signs, and building identification signs, there shall be a single development identification sign permitted. Said identification sign shall be a ground mounted monument sign, a freestanding sign or, if an accessory building is utilized for a guard booth / welcome booth, a wall sign may be permitted.

2. A proposed monument or freestanding sign shall be located on the property, but outside any required sight triangle area, and shall contain no more than twenty-four (24) square feet per side and no more than two (2) sides. A proposed monument or free standing sign shall not exceed three feet in height from the base of the sign and may be externally lit.
3. A proposed wall sign may be permitted only if a guard booth / welcome booth is proposed and said sign is incorporated into this accessory structure. This wall sign shall contain no more than twenty-four (24) square feet and may be externally lit. No development identification may be permitted on any building that houses a dwelling unit, garage or club house.

o. Access
1. If only one permanent point of access is proposed, two emergency access points must be provided through the use of grass pavers or other suitable methods.

2. If gates or other methods of excluding the vehicular traffic are proposed, the application must provide adequate provisions for emergency vehicles as well as turnaround provisions for visitors who have been refused entry.

p. Affordable Housing
1. The redevelopment of this site must provide affordable housing consistent with the rules and regulations adopted by the New Jersey Counsel on Affordable Housing (COAH) and zoning ordinance of the Township.

2. All said units shall be constructed on site and integrated among all buildings and throughout the development so as to be indistinguishable from the exterior of the building.

3. For multi-family development, the applicant shall be required to provide a minimum of 15 percent of the entire number of dwelling units for low and moderate income housing. These affordable housing units may be 1 or 2 bedroom units in compliance with COAH regulations."

SECTION 4. The Township Clerk is hereby directed to give notice at least ten days prior to hearing on the adoption of this Ordinance to the County Planning Board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Morris County Planning Board as required by N.J.S. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Township Tax Assessor as required by N.J.S. 40:49-2.1.
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 may be renumbered for purposes of codification.

SECTION 8. 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: ___________________________
DONNA I. COSTELLO, RMC/CMC
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 ______________, 2013.

Dated: ________________

Donna I. Costello, RMC/CMC
ORDINANCE #18-13

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS

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 AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS

BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE PUBLISHED IN THE 8-21-13 ISSUE OF THE CITIZEN.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

ORDINANCE # 18-13
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS REGULARLY, DULY AND FINALLY PASSED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY, HELD ON 8-13-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS

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. Chapter II-A, Fees, Rates and Charges, Section 2A-2, General Township Fees, is hereby amended to read as follows:

"Service charge for returned checks..............$30.00
Overtime parking...........................................$35.00 (Also deleted "Parking meter"
Parking meter.........................................$0.25/hour" ($1.00/12 hrs deleted)

SECTION 2. Chapter VII, Traffic, Section 7-3, Parking, Subsection 7-3.4, Parking Time Limited on Certain Streets, Schedule IV, is hereby amended and supplemented with regard to Second Avenue and Bloomfield Avenue only to read as follows:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Time</th>
<th>Hours</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bloomfield Avenue</td>
<td>Both</td>
<td>2 hours</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>From the easterly curbline of Route 53 easterly to Broadway northerly curbline</td>
</tr>
<tr>
<td>Bloomfield Avenue</td>
<td>North</td>
<td>2 hours</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>From the easterly curbline of Route 46 to a point 850 feet west therefrom</td>
</tr>
<tr>
<td>Bloomfield Avenue</td>
<td>South</td>
<td>2 hours</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>From the easterly curbline of Route 46 to a point 750 feet west therefrom</td>
</tr>
<tr>
<td>Second Avenue</td>
<td>East</td>
<td>1 hour</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>300 feet from Broadway north to Third Avenue</td>
</tr>
<tr>
<td>Second Avenue</td>
<td>West</td>
<td>1 hour</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>255 feet north from Broadway</td>
</tr>
<tr>
<td>Second Avenue</td>
<td>East</td>
<td>2 hours</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>from a point 300 feet north of Broadway to Diamond Spring Road</td>
</tr>
<tr>
<td>Second Avenue</td>
<td>West</td>
<td>2 hours</td>
<td>9:00 a.m. to 6:00 p.m.</td>
<td>from a point 255 feet north of Broadway to Diamond Spring Road</td>
</tr>
</tbody>
</table>
SECTION 3. Chapter VIII, Parking Lots and Parking Meters, Section 8-1, Township Parking Lots, is hereby amended in the following particulars only:

a. Subsection 8-1.3, Parking Permit, paragraph a, is hereby amended and supplemented to read as follows:

"a. The above permit requirement does not apply to the Church Street Lot designated in §8-2.5 and to the Savage Road Lot designated in §8-2.6."

b. Subsection 8-1.3, Parking Permit, paragraph d, is hereby amended to read as follows:

"d. Parking permits will be issued on a yearly, six month, monthly or daily basis for specific parking lot locations. Permit parking shall not be valid at any metered space unless money is put into the meter.

(1) Permits issued for the First Avenue Lot will be valid only in the First Avenue Lot.

(2) All other permits will be valid in the Bloomfield Avenue, West Main Street and Mt. Tabor Train Station Lots." (Church Street Lot was removed)

c. Subsection 8-1.5, Operation of Offstreet Parking Area, paragraphs a. and b., are hereby amended to read as follows:

"a. The Mt. Tabor Train Station lot designated in Section 8-2 shall be operated from 9:00 a.m. to 6:00 p.m. prevailing time, Monday through Friday during which period the legal parking limits shall apply. (Church Street lot was removed, Bloomfield Avenue lot was moved to paragraph b; reference to parking meters removed)

b. The Bloomfield Avenue Lot, West Main Street Lot and the First Avenue Lot designated in section 8-2 shall be operated from 9:00 a.m. to 6:00 p.m. prevailing time Monday through Saturday during which period the legal parking limits and parking meter fees as set forth in Chapter IIA shall apply, provided that no vehicle which does not have a permit issued pursuant to Section 8-1 shall park for more than three hours in the First Avenue Lot."

d. Subsection 8-1.8, Removal of Vehicles, is hereby amended and supplemented to read as follows:

"8-1.8 Removal of Vehicles."
The Township and the Police Department shall have the right to remove from any offstreet parking area, any unattended vehicle parked or standing in an offstreet parking area not designated as a parking space; any unattended vehicle parked or standing in the westernmost three aisles of the Bloomfield Avenue Lot between the hours of 3:00 a.m. to 6:00 a.m.; or any unattended vehicle parked or standing in a designated parking space which has remained in the designated parking space for a period of 12 hours after a summons has issued charging a violation hereunder. When a vehicle is so removed from an offstreet parking area, the owner of the vehicle shall pay, before being entitled to recovery or possession of the vehicle, all reasonable charges for towing, storage and other expenses incurred in the removal of the vehicle."

e. Subsection 8-1.11, Penalties, is hereby amended and supplemented to read as follows:

"8-1.11. Penalties.

The following penalties shall apply to violations of this section 8-1:

- Parking in unmarked space in violation of subsection 8-1.1a-f $35.00
- Parking without a permit in violation of subsection 8-1.3 $35.00
- Overtime parking in violation of subsections 8-1.5 b or 8-1.7 $35.00
- Parking in violation of subsection 8-1.1g $35.00
- Parking in violation of subsection 8-1.2h $35.00"

SECTION 4. Chapter VIII, Parking Lots and Parking Meters, Section 8-4, Cooks Pond Senior Housing Parking Lot, paragraph c. is hereby amended to read as follows:

"c. Any visitor to the Cooks Pond senior housing facility that is not a resident of the facility shall be permitted to park in the parking lot in any parking space that is not designated for resident parking. Any visitor who fails to park in the nonresident designated spaces shall be subject to a fine of Thirty-five ($35.00) dollars for parking in a space without the required resident parking permit. In addition, the provisions of subsection 8-1.8 of this chapter shall apply to the Cooks Pond senior housing parking lot."
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 of 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. The provisions of this ordinance may be renumbered for purposes of codification.

SECTION 8. 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:                                             APPROVED:

DONNA I. COSTELLO, RMC/CMC                         MAYOR THOMAS W. ANDES
MUNICIPAL CLERK                                   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 __________, 2013

__________________________________________
Donna I. Costello, RMC/CMC
ORDINANCE #19-13

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, IN ORDER TO CONTROL THE LOCATION OF HOTELS IN THE TOWNSHIP OF DENVILLE

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 AMEND THE CODE OF THE TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, IN ORDER TO CONTROL THE LOCATION OF HOTELS IN THE TOWNSHIP OF DENVILLE

BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE PUBLISHED IN THE 8-21-13 ISSUE OF THE CITIZEN.

COUNCIL PRESIDENT:  MOTION TO ADOPT
ROLL CALL ON ADOPTION

ORDINANCE # 19-13

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, IN ORDER TO CONTROL THE LOCATION OF HOTELS IN THE TOWNSHIP OF DENVILLE

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS REGULARLY, DULY AND FINALLY PASSED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY, HELD ON 8-13-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
AN ORDINANCE TO AMEND THE CODE OF THE
TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE,
ARTICLE 5, ZONE REGULATIONS, IN ORDER TO
CONTROL THE LOCATION OF HOTELS IN THE
TOWNSHIP OF DENVILLE

WHEREAS, it is the intent of this ordinance to control the location of hotels and motels in the Township of Denville. This ordinance removes motels as permitted uses in the Township of Denville and conditionally allows hotels in the I-2 zone only. The intent of this ordinance is to restrict the location of these uses to parcels within the municipality that would have access to the Federal Highway System without significant impact upon the local road network and hence this ordinance utilizes a distance requirement for access to a federal highway; and

WHEREAS, this ordinance also allows hotels to contain accessory uses in accordance with specific regulations. This ordinance utilizes a combination of floor area ratio, height limitations and maximum building footprints to control the total amount of development on a specific site. The ordinance implements a floor area ratio bonus for hotel uses in the I-2 zone. For each percent in excess of the minimum required landscaped area, this ordinance permits an additional two percent of floor area ratio to a maximum floor area ratio of 0.55. This ordinance intentionally does not allow for the maximization of the floor area ratio and building footprint at the same time in order to allow for flexibility in the design process.

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

SECTION 1. Chapter 19, Land Use, of the Code of the Township of Denville, Article 1, General Provisions, §19-1.2, Definitions, is hereby amended to add the following definitions to read as follows:

"Canopy shall mean a roof like cover that is temporary or portable in nature and that projects from the wall of a building for the purpose of shielding a doorway or window from the elements and is periodically retracted into the face of the building.

Canopy, fixed shall mean a canopy that is constructed with a rigid frame than can not be retracted, folded or collapsed.

Hotel shall mean a facility offering transient lodging accommodations to the general public and which may include additional facilities and services, such as restaurants, meeting rooms, fitness and health centers, entertainment, personal services, recreational facilities and limited retail.

Landscaping shall mean to adorn or improve (a section of ground) by contouring and by planting flowers, shrubs or trees.

Motel shall mean an establishment providing sleep accommodations for transients often with rooms having direct access to the outside without the need to pass through a lobby.

Parapet shall mean the extension of the main walls of a building above the roofline.

Portico shall mean an open sided structure attached to a building and sheltering an entrance or serving as a semi-enclosed space."
SECTION 2. Chapter 19, Land Use, of the Code of the Township of Denville, Article 5, Zone Regulations, §19-5.5, Map and Schedule, Schedule of Area, Yard & Bulk Requirements, is hereby amended and supplemented by the addition of a new footnote (10), keyed to Primary Use to read as follows:

"(10) See section §19-5.2307(b) for conditional use standards pertaining solely to Hotel Development in the I-2 Industrial District."

SECTION 3. Chapter 19, Land Use, of the Code of the Township of Denville, Article 5, Zone Regulations, §19-5.8, Parking and Loading, subsection §19-5.802, Off-Street Parking in Nonresidential Zones, is hereby amended with respect to Hotel only to read as follows:

"TYPE OF BUILDING OR USE   MINIMUM NUMBER OF SPACES
     Hotel   1.2 parking spaces per guest room plus
               the parking required for the sum of all other
               uses on site including, but not limited to:

Restaurant   As specified elsewhere in this schedule
Convention/Conference Facilities   1 for each 150 sq. ft. GFA
Banquet/Ballroom Facilities   1 for each 100 sq. ft. GFA"

SECTION 4. Chapter 19, Land Use, of the Code of the Township of Denville, Article 5, Zone Regulations, §19-5.10, Conditional Uses, is hereby amended and supplemented by the addition of a new subsection, §19-5.1012, Hotels, to read as follows:

"§19-5.1012. Hotels and their accessory facilities shall be permitted in compliance with §19-5.2307 of this chapter."

SECTION 5. Chapter 19, Land Use, of the Code of the Township of Denville, Article 5, Zone Regulations, §19-5.15, B-2 Highway Business District, subsection §19-5.1501, Primary Intended Use, is hereby amended to read as follows:

"§19-5.1501 Primary Intended Use.

This zone is designed for commercial use of the highway sales and distribution type as well as those uses permitted in the B-1 District unless herein prohibited. Also permitted in this zone are:

a. Nursing Homes.
b. Accessory uses customarily incident to the above uses.
c. Signs as regulated in Section 19-5.9."

SECTION 6. Chapter 19, Land Use, of the Code of the Township of Denville, Article 5, Zone Regulations, §19-5.22, I-1 Industrial District, subsection §19-5.2201, Primary Intended Use, the introductory paragraph only, is hereby amended to read as follows:

"§19-5.2201 Primary Intended Use.

This zone is designated for offices for business, professional, executive or administrative purposes, scientific or research laboratories, industrial and manufacturing uses and indoor commercial recreation. The intensity of operations shall not exceed the limitations imposed by
the performance standards hereinafter set forth in this Section. Also permitted in this District are:

**SECTION 7.** Chapter 19, Land Use, of the Code of the Township of Denville, Article 5, Zone Regulations, §19-5.23, I-2 Industrial District, is hereby amended in the following particulars only:

a. Subsection §19-5.2301, Primary Intended Use, is hereby amended to read as follows:

"This zone is designed for offices for business, professional, executive or administrative purposes, scientific or research laboratories and industrial and manufacturing uses as well as anything permitted in the I-1 Zone, provided, however, retail sales and services are only permitted as accessory uses to a permitted or conditional use as specified below."

b. Subsection §19-5.2307, Permitted Conditional Uses, is hereby amended and supplemented by the addition of paragraph b. to read as follows:

"b. Hotels

1. Minimum Lot size: 2 acres

2. Setbacks. All hotel buildings shall meet the following yard setbacks:

   (a) Front Yard: 75 feet
       Allowable Incursions into front yard setback:
       i. Portico may extend 40 feet into front yard
       ii. Canopy may extend 5 feet into front yard
   (b) Side Yard: 40 feet
   (c) Rear Yard: 75 feet

3. Location requirements
   (a) All hotels must be located within 2,640 feet (1/2 mile) from access to a federal highway. Measurements shall be made as the site is accessed and not radially.
   (b) May not be located in "A". "AE" FEMA Flood Zones as these are high risk flood areas.

4. Maximum Floor Area Ratio: 0.25

   (a) Notwithstanding the maximum floor area ratio, for each One percent (1%) increase in landscaped pervious area over and above the 10% required, an increase in floor area ratio of 0.02 will be permitted up to a maximum floor area ratio of 0.55.

      i. For a landscaped area to be included in this calculation, it must be at least 5 feet in depth.
      ii. To take advantage of this FAR bonus, no parking variance or impervious surface variance may be requested.

5. Maximum Height in Stories: 5
6. Maximum Height in Feet: 55

   (b) Allowable extensions of height.
      i. HVAC and similar mechanical equipment and roof appurtenances.
         [1] Requires that all such appurtenances do not occupy more than 10 percent (10%) of the total roof surface; and
         [2] Are less than 10 feet in height; and
      ii. A parapet may extend 5 feet above maximum height.

7. Maximum Height of Portico: 22 feet

8. Maximum Building Coverage: 0.20

   (a) Any proposed portico or fixed canopy shall be included in the building coverage calculation.

9. Maximum Impervious Coverage (total): 0.85

10. Parking: As required by §19-5.8

11. Mixture of hotel use and any use below in accordance with the following regulations:

   (a) Conference center: Maximum of 50% of the square footage of entire hotel use.
   (b) Restaurant: Maximum 7,500 square feet
   (c) Retail or personal services shall be allowed provided that they are entirely contained with the hotel building, have no direct access to the outside and shall not have exterior signs or other appurtenances.

12. Central Entrance Required.

   All hotel buildings shall contain a central entrance leading to a common lobby area, which lobby area shall contain the registration and service desk, which service desk shall be manned 24 hours a day and be situated in the lobby area so that guests who are entering or leaving the hotel may be clearly observed. Access to the sleeping rooms shall be only through hallways extending from the common lobby area. The door to each sleeping room shall open upon the hallways. No sleeping room on the first floor of the hotel shall contain exterior doors other than the door opening upon the hallways.

13. Landscaping: A minimum of ten percent (10%) of the lot shall be landscaped; parking lots shall include landscaping along any property line abutting adjoining uses.

(a) All storage of garbage and other refuse shall be in compliance with Ord. §3-13A.
(b) No garbage or other refuse collection container shall be located closer than 10 feet from a property line.

15. Generator.

(a) If a generator is utilized, it must be located on the roof of the structure, or be adequately screened with either fencing or landscaping or both.
(b) A generator shall not be located closer than 45 feet from a property line.


17. No vehicles, trailers and/or commercial vehicles shall be permitted to be stored on-site or within the parking lot unless the operator is a registered guest of the hotel."

SECTION 8. The Township Clerk is hereby directed to give notice at least ten days prior to hearing on the adoption of this Ordinance to the County Planning Board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Morris County Planning Board as required by N.J.S. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Township Tax Assessor as required by N.J.S. 40:49-2.1.

SECTION 9. All ordinances or parts of ordinances in conflict or inconsistent with any part of this ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

SECTION 10. This ordinance may be renumbered for codification purposes.

SECTION 11. This ordinance shall take effect after passage and publication as soon as practicable and in the manner provided by law.

SECTION 12. In the event that any section, part or provision of this ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so held unenforceable or invalid.
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 ____________, 2013.

Donna L. Costello, RMC/CMC
RESOLUTION AUTHORIZING GRANT APPLICATION FOR
THE STATE OF NEW JERSEY 2013 BODY ARMOR REPLACEMENT FUND

WHEREAS, the State of New Jersey, Division of Criminal Justice ("State") provides grants to nonprofit organizations for assistance in the acquisition of funds for the Replacement of Funds for Body Armor; and

WHEREAS, the Township of Denville desires to further the public interest by obtaining a grant (AMOUNT TO BE DETERMINED) from the State to fund the following project: "STATE OF NEW JERSEY 2013 BODY ARMOR REPLACEMENT FUND; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the grant program and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project.

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 Denville Police Department is hereby authorized to make application for a grant from the State of New Jersey, Division of Criminal Justice for the 2013 State Body Armor Replacement Program.
2. The Denville Police Department shall provide additional application information and furnish such documents as may be required.
3. The Denville Police Department shall act as the authorized correspondent of the Township relative to this application.
4. The applicant agrees to comply with all applicable laws, rules and regulations in its performance of the project.
5. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION AUTHORIZING AGREEMENT REGARDING PROPERTY LOCATED AT 121 EAST SHORE ROAD

WHEREAS, Kevin and Susan Zavaglia are the owners of property known as Block 40901, Lot 1692 located at 121 East Shore Road; and

WHEREAS, a dispute has arisen between the Township and the Zavaglias with regard to their reliance on certain permits issued by the Township in connection with the construction of a dock and bulkhead on their property; and

WHEREAS, the Zavaglia's and the Township wish to enter into an agreement with regard to the settlement of the dispute.

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 Mayor and Township Clerk are hereby authorized to execute a Settlement Agreement and Mutual Release between the Township and Kevin and Susan Zavaglia.

2. A copy of the Agreement is on file in the office of the Township Clerk.

3. This Resolution shall take effect immediately.
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement and Mutual Release ("Agreement") is made this ___ day of ____, 2013, by and between the Township of Denville, a municipal corporation of the State of New Jersey, with a principal address of 1 Saint Mary's Place, Denville, New Jersey 07834 (the "Township") and Kevin and Susan Zavaglia (the "Zavaglias"), whose address is 121 East Shore Road, Denville, New Jersey 07834. The Township and the Zavaglias will be referred to individually as "Party" and jointly as the "Parties" except where otherwise noted.

This Agreement is made as a compromise between the Parties for the complete and final settlement of their claims, differences, and causes of action.

PREAMBLE

WHEREAS, the Zavaglias purchased real property located at 121 East Shore Road, Denville, New Jersey, and designated on the Township Tax Map as Block 40901 Lot 1692, for use as their primary residence from 29 East Shore Road, LLC ("Developer") for a purchase price of $715,000.00;

WHEREAS, in connection with Zavaglias' purchase of the Property, the Zavaglias relied on the fact that certain permits and approvals had been properly issued by the Township, including, but not limited to, permits and approvals to construct a dock and bulkhead (the "Improvements") in the backyard of the Property that abuts Indian Lake;

WHEREAS, the Developer applied for a construction permit for the Improvements on November 9, 2012, and the Township Construction Official issued the permit on November 16, 2012;

WHEREAS, the estimated cost of work for the Improvements as shown on the construction permit was approximately $50,000.00. In addition, an application was also made to the Indian Lake Community Club for the installation of the Improvements. On September 12,
2012, the Community Club issued a letter confirming that the Improvements could be constructed.

WHEREAS, the Improvements were completed in December of 2012 and the Construction Department issued final approval for the Improvements on December 21, 2012. Attached hereto as Schedule A is an As-Built Survey of the Improvements prepared by Blue Marsh Associates, Inc., dated March 13, 2013, last revised on June 11, 2013.

WHEREAS, on March 6, 2013, the Township Engineer communicated to the Construction Official that although the Township had issued the necessary permits and final approvals for the Improvements, the work already performed should have required a variance from the Township’s no net-fill requirements. The Township Engineer also indicated that certain approvals and permits from the New Jersey Department Environmental Protection (“DEP”) were required for the Improvements.

WHEREAS, although the Developer applied for the permits to construct the Improvements, the cost and performance of same were the responsibility of the Zavaglias;

WHEREAS, upon becoming aware that DEP and other Township approvals may have been required for the Improvements, the Zavaglias took immediate action and contacted the DEP and the Township to attempt to resolve these issues;

WHEREAS, the DEP and the Zavaglias settled all of their issues associated with the Improvements by way of Administrative Consent Order that notes that the Improvements placed approximately 30.6 cubic yards of net fill within the floodway of Indian Lake;

WHEREAS, in order to mitigate the placement of net fill in the floodway the ACO requires the Zavaglias to: (1) purchase .005 of an acre (200 square feet) of freshwater wetlands mitigation credit from the Pio Costa Wetland Mitigation Bank; and (2) pay a $7,500 fine to the DEP;
WHEREAS, the DEP’s investigation as to the Improvements concluded that the Zavaglias’ had relied on the Township’s instruction that the installation of the Improvements in their current location did not require a DEP permit or a variance from any of the Township’s zoning requirements, including the no net-fill ordinance;

WHEREAS, the Zavaglias have spent a significant amount of time and money on the construction of the Improvements and will mitigate the placement of net fill on the Property by way of the ACO;

WHEREAS, the Township acknowledges that the Zavaglias have spent a significant amount of time and money on the construction of the Improvements and relied on the permits, approvals and final sign offs that were provided by the Township in connection with same;

WHEREAS, the Zavaglias and the Township desire to resolve any and all issues between them relating to the Improvements and the Property.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Zavaglias do not require a variance or any form of relief from the Township’s no net-fill ordinance (or any other ordinances) in connection with the Improvements constructed on the Property;

2. All final certificates of occupancy, completeness or any other required sign offs, permits or approvals required by the Township in connection with the Improvements and the Property are hereby be acknowledged as final;

3. The Township will release all performance bonds and remaining escrow monies posted by the Zavaglias relating to the construction of the Improvements within thirty (30) days of execution of this agreement by both parties;

4. Upon performance of the obligations contained herein, each Party, its predecessors, successors, assigns, agents, directors, officers, attorneys, employees and all others acting or purporting to act on its behalf in whatever capacity, hereby releases and forever discharges the other Party, its predecessors, successors, assigns, agents, directors, officers, attorneys, employees and all others acting or purporting to act on the other Party’s behalf from and against all actions, causes of action, claims, suits, debts, damages, judgments, and demands whatsoever, whether matured or unmatured, whether at law or in equity, and whether now known
or unknown, arising out of the construction of the Improvements at the Property, that the releasing Party now has or may ever have had, on behalf of itself or any other person or entity, at any time prior to and including the date of this Agreement;

5. The Parties further agree that, in the event the terms of this Agreement are breached by either Party, the non-breaching Party shall have the right to seek enforcement of the terms of the Agreement exclusively in the Superior Court of New Jersey. Counsel for both Parties agree to accept service of any application to enforce this Agreement.

6. This document contains the complete Settlement Agreement between the Parties.

7. This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

8. All Parties, and each of them, hereby acknowledge, represent, and warrant that they have read this Agreement in its entirety and, prior to the execution hereof, have had the opportunity to discuss this Agreement, including the effect thereof, with their own attorney or other counsel of their choosing. This Agreement is signed and executed freely and voluntarily by each Party hereto, solely in reliance upon the consideration recited herein, and the Parties hereto acknowledge and agree that in executing and delivering this Agreement, they did not rely on any representation except as contained herein, whether of law or fact, of the other Party or any agent, representative, employee, consultant, or attorney for the other Party.

9. This Settlement Agreement may be executed in multiple counterparts and all such counterparts shall constitute one and the same Settlement Agreement. This Agreement shall be binding upon the Parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees and shareholders. Each of the signatories to this Agreement represents and warrants that he or she is authorized to execute this Agreement and to bind the identified Party hereto, and that he or she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to herein.

10. If any part of any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

11. This Agreement shall be governed, in all respects, by the laws of the State of New Jersey, irrespective of choice of law rules.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the date above written.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and
year first above written.

ATTEST:

Donna I. Costello, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

By: Kevin Zavaglia

ATTEST:

By: Susan Zavaglia

WITNESS:
RESOLUTION

WHEREAS, the Township is the owner of Block 60005, Lot 1 and has developed a portion of the property with a recreation field; and

WHEREAS, the Township has obtained a Transition Area Waiver from the New Jersey Department of Environmental Protection to modify the transition area on Block 60005, Lot 1 owned by the Township; and

WHEREAS, the NJDEP requires that a Conservation Restriction/Easement be recorded for the entire approved transition area and adjacent freshwater wetland.

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 Grant of Conservation Restriction/Easement to and in favor of the New Jersey Department of Environmental Protection.

2. A copy of the Grant of Conservation Restriction/Easement is on file in the office of the Township Clerk for inspection by the public.

3. This Resolution shall take effect immediately.
GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Transition Area and Adjacent Wetlands)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made this _____ day of _______ 2013, by THE TOWNSHIP OF DENVILLE, 1 St. Mary's Place, Denville, New Jersey, its heirs, successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the property described below, hereinafter referred to as the "Grantor," in favor of and to the New Jersey Department of Environmental Protection, its successors and assigns, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township of Denville, County of Morris, New Jersey, designated as Lot 1 in Block 60005 on the official Tax Map of the Township of Denville, County Clerk or Recorder's Deed Book Number 05897, Page Number 049, (hereinafter "the Property"); and

WHEREAS, the Grantor has obtained a Transition Area Waiver, NJDEP File No. 1408-06-006.3 (FWW110002), pursuant to the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., and the Freshwater Wetlands Protection Act Rules, N.J.A.C. 7:7A, to modify the transition area, attached hereto as Exhibit A; and

WHEREAS, the Transition Area Waiver issued to the Grantor is conditioned upon the Grantor’s recording of a Grantee approved Conservation Restriction/Easement, pursuant to N.J.A.C. 7:7A-6.1, for the entire approved transition area and adjacent freshwater wetland (hereinafter the “Restricted Area”) as shown on the approved plan(s), entitled "Denville Township, Morris County, New Jersey, Ford Road Recreation Field Wetlands Location", no revisions, prepared by Hatch Mott MacDonald and dated August 15, 2011, attached hereto as Exhibit B, and more particularly described on a legal description (metes and bounds) of the Transition Area, attached hereto as Exhibit C; and

WHEREAS, wetlands play a significant role in the maintenance of environmental quality on a community, regional, and statewide level; and

WHEREAS, wetland transition areas are integral portions of a freshwater wetlands ecosystem; and
WHEREAS, the Grantee is authorized by N.J.S.A. 13:10-9 to formulate comprehensive policies for the conservation of the natural resources, to promote environmental protection and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction/Easement in order to grant to the Grantee a Conservation Restriction/Easement on the Property to restrict subsequent development of the Restricted Area.

NOW THEREFORE, in consideration for the issuance of the Transition Area Waiver and for the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/Easement with respect to that portion of the Property as shown in Exhibit B and as described in Exhibit C.

2. Pursuant to N.J.A.C. 7:7A-2.12(c), unless specifically authorized, the Restricted Area shall be preserved in its natural state and any/all activities that inhibit the natural succession of vegetation are prohibited. Specifically, including but not limited to the following activities, shall not occur within the Restricted Area:
   a. Removal, excavation, or disturbance of the soil;
   b. Dumping or filling with any materials;
   c. Erection of structures;
   d. Placement of pavement;
   e. Destruction of plant life which would inhibit the natural succession of vegetation, including mowing of fields and the development of new gardens, except as approved in the conservation restriction or easement, or in accordance with a non-native/invasive species removal plan approved by the Grantee prior to removal;
   f. The use of fertilizers, herbicides or pesticides;
   g. Alteration of the hydrology of the Restricted Area; and
   h. Any other activities, unless explicitly permitted as part of the Conservation Restriction/Easement.

3. The boundaries of the Restricted Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantor's choosing, and to the
Grantee's satisfaction, no less than 30 days prior to commencement of site preparation. Examples include fence post, pipe in the ground, survey markers, and a shrub or tree line.

4. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its heirs, successors and assigns, in perpetuity. The Grantor shall give notice of this deed restriction to all holders of any easements in the Restricted Area within 30 days of recording by the County Clerk.

5. It is the purpose of the Conservation Restriction/Easement to assure that the Restricted Area will be maintained as such and to prevent any disturbance or development of that portion of the Property. To carry out this purpose, the following rights are granted to the Grantee by this Conservation Restriction/Easement:

a. To enter upon the Property in a reasonable manner and at reasonable times so as to assure compliance with the provisions of this Conservation Restriction/Easement; and

b. In addition to the exercise of any other statutory or common law right, to enjoin any activity on, or use of, the Restricted Area that is inconsistent with the purpose of this Conservation Restriction/Easement and to enforce the restoration of such areas or features of the Restricted Area that may be damaged by inconsistent activity or use.

6. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Easement Areas, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

7. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:

a. To enjoin and/or cure such Violation,
b. To enter upon the Easement Areas and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas affected by such Violation to the condition that existed prior thereto, or

c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.

8. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 7 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

9. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this Conservation Restriction/Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.

10. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction/Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

11. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction/Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Easement Areas.

12. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

Township Clerk
To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
501 East State Street
Mail Code 501-02A
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 6 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
401 East State Street
Mail Code 401-04C
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Manager, Coastal & Land Use Compliance & Enforcement
(609) 292-1240

13. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.

14. This instrument conveys no right of access by the general public to any portion of the Property.

15. The Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep and maintenance of the Restricted Area, including any required fencing of the Restricted Area, as stated or shown in Exhibit A and/or Exhibit B. The Grantor shall be responsible for acts of its own negligence consistent with the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq.

16. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Restriction/Easement will be inserted in any subsequent deed, subdivision deed, lease, sub-lease or other legal instrument by which the Grantor divests itself of any interest in any portion of the Property. Notwithstanding the failure of the Grantor to include the terms and restrictions of this instrument, it shall run with the land and be binding on all heirs, successors and assigns.
17. The Grantee agrees that it will assign its rights under this Conservation Restriction/Easement only to another governmental body or a charitable conservancy, and only in accordance with N.J.S.A. 13:8B-1 et seq. and N.J.S.A. 13:9B-1 et seq.

18. Notwithstanding anything contained herein to the contrary, any modification or termination of this Conservation Restriction/Easement shall require the prior written approval of the Grantee, its successor or assign.

19. This Conservation Restriction/Easement shall survive any merger of the fee and restriction interest in the Restricted Area.

20. In the event of a conflict between this Conservation Restriction/Easement and the approved plan(s), Exhibit B, and specifications approved by the Grantee in writing pursuant to the Transition Area Waiver Permit, Exhibit A, the latter shall govern.


   a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Areas. Grantor shall keep the Easement Areas free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

   b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Easement Areas. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Easement Areas or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Areas and to assure the continued enforceability of this Conservation Restriction/Easement.

22. Miscellaneous.

   a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.

   b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

   c. This Conservation Restriction/Easement and the Transition Area Waiver set forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions,
negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in a writing executed and recorded by the parties hereto.

d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be joint and several.

e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.

g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in public trust property.

h. This Conservation Restriction/Easement shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.

i. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

23. The Grantor reserves unto itself the right to undertake de minimis modifications of the Restricted Area that are approved in advance and in writing by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:

a. The modification results in an increased level of protection of the regulated resource; or

b. The modification results in equivalent areas of resources protected; and

c. The modification does not compromise the original protected resource.

24. If the Grantee approves the Grantor’s modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for prior review and approval:
NOTES

1. PROPERTY KNOWN AS LOT 1692, BLOCK 40901, AS SHOWN ON THE OFFICIAL TAX MAPS OF THE TOWNSHIP OF DENVILLE, MORRIS COUNTY, STATE OF NEW JERSEY.

2. ELEVATIONS ARE REPUTED TO BE NAVD29 DATUM, PER REF MAP #3.

3. STATE OPEN WATERS (SOW) DELINEATED BY OTHERS & SHOWN APPROX.

REFERENCES

1. MAP # 409 OF THE OFFICIAL TAX MAPS OF THE TOWNSHIP OF DENVILLE, MORRIS COUNTY, STATE OF NEW JERSEY.

2. MAP ENTITLED "EXISTING CONDITIONS PLAN, MINOR SUBDIVISION, TOWNSHIP OF DENVILLE, MORRIS COUNTY, NEW JERSEY, TAX MAP SHEET 409, BLOCK 40901, LOTS 1692 & 1693" PREPARED BY JAMA ENGINEERING ASSOCIATES, Job #J55–14, DATED MAY 6, 2005.
a. A revised plan and metes and bounds description for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the “Modification Documents”); and

b. An Amended Conservation Restriction/Easement that reflects the modifications to the original Conservation Restriction/Easement, the justification for the modification, and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.

25. The Grantor shall record the documents listed in paragraph 24, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.

26. This Grant of Conservation Restriction/Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantor but also upon its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the Morris County Clerk.

TOWNSHIP OF DENVILLE

(Grantor)

Thomas W. Andes, Mayor

ATTEST:

Donna I. Costello, Municipal Clerk

(Seal)
STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on 2013,

DONNA I. COSTELLO, personally came before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the Municipal Clerk of the Township of Denville, the municipal corporation named in this Deed;
(b) this person is the attesting witness to the initialing of the revision of this Deed for purposes of re-recording same by the proper corporate officer who is THOMAS W. ANDES, the Mayor of the municipal corporation;
(c) this Deed was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Municipal Council;
(d) this person knows the proper seal of the municipal corporation which was affixed to this Deed;
(e) this person signed this proof to attest to the truth of these facts; and
(f) the full and actual consideration paid or to be paid for the transfer of title is $1.00.
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on

the____day of______________ , 2013

______________________________
(Notary)

Donna I. Costello, Municipal Clerk

Record and Return to:
JANSEN & DEBONA, LLC
413 West Main Street
Boonton, NJ 07005

Attachments required: NJDEP Approved Transition Area Waiver Permit
NJDEP Approved Plan
Legal Description of Restricted Area (metes and bounds)
Dear Mr. Ward:

The Division of Land Use Regulation has reviewed the referenced applications for a Transition Area Waiver - Averaging Plan pursuant to the requirements of the Freshwater Wetlands Protection Act Rules at N.J.A.C. 7:7A. The proposed activities are authorized by a Transition Area Waiver - Averaging Plan to modify the standard shape of the existing Exceptional resource value wetland transition area on the site (as per the Letter of Interpretation, File 1408-06-0006.1, FWW 060001, issued on December 3, 2007) for the construction of an athletic field.

Upon receipt of this Waiver, the permittee shall record final conservation restriction with the property deed in the office of the County Clerk and proof of recordation shall be submitted to the Division. No site preparation or construction authorized by this permit shall commence until the approved conservation restriction is recorded with the property deed in the office of the County Clerk.

Limit of Authorized Disturbance

Based on plan(s) entitled: "DENVILLE TOWNSHIP, MORRIS COUNTY, NEW JERSEY, FORD ROAD RECREATION FIELD, WETLANDS LOCATION", dated August 15, 2011, no revisions and prepared by Hatch Mott MacDonald, the transition area will continue to meet the purposes and functions of a transition area as detailed in the Act and implementing rules providing the following conditions are met.

Section 7:7A-6 of the Freshwater Wetlands Protection Act Rules discusses the conditions under which the standard transition area may be modified if the Department determines that the modification will result in minimal environmental impact and that the modified transition area will continue to feature the purposes and functions set forth in N.J.A.C. 7:7A-2.5(a) and (b). Based upon a review of the submitted information and above referenced site plan, the Department has determined that the proposed modified transition area boundary line as shown on the above-referenced plan will continue to meet the purposes and functions of a transition area as detailed in the Act and implementing rules providing the following conditions are met.
Any additional disturbance of freshwater wetlands, transition area and/or State open waters shall be considered a violation of the Freshwater Wetlands Protection Act unless the activity is exempt or a permit is obtained prior to the start of the disturbance from the Division of Land Use Regulation.

Transition Area Waiver-Averaging Plan Conditions

In addition to the standard conditions set forth in section 7:7A-6, the following special conditions must be met for the activity authorized under this transition area waiver. Failure to comply with these conditions shall constitute a violation of the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.)

1. The transition area shall be reduced by no more than 26,215 square feet (0.602 acres) and compensated for by 26,477 square feet (0.608 acres) as shown on the above referenced plans. Please see condition Number 3 for a discussion of the required split rail fence.

2. The transition area shall not be reduced to less than 75 feet within the Exceptional resource value wetland transition area via transition area averaging, as depicted on the referenced plans.

3. The applicant/owner shall sign the Department approved conservation restriction for the entire transition area on the subject parcel(s) in accordance with N.J.A.C. 7:7A-6.1(c). The conservation restriction shall address all the freshwater wetlands and transition areas and include the perpetual maintenance of at least a split rail fence, as shown. Prior to use of the recreation field, a split rail fence shall be installed along the entire length of the on-site modified wetland transition area as shown on the above approved plan and shall be maintained in perpetuity by the property owner. The restriction shall be included on the deed, and recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages), in the county wherein the lands included in the waiver are located. Said restriction shall run with the land and be binding upon all successive owners. The prepared restriction must be filed with the County Clerk, and a copy of the recorded conservation restriction sent to the Division prior to site preparation or construction.

4. Coincident with the location of the split rail described in condition number 3 above, a silt fence and a debris barrier fence shall be installed prior to site preparation and/or construction and maintained on-site until such time as any disturbed surfaces have re-established stabilizing vegetation.

5. Trees, shrubs, grasses, and other vegetation within the riparian zone of all stream banks on-site shall not be disturbed for any reason. The area within the riparian zone graded and converted into the recreation field prior to this approval shall be restored as per the plan(s) entitled: "DENVILLE TOWNSHIP, MORRIS COUNTY, NEW JERSEY, FORD ROAD RECREATION FIELD, WETLANDS LOCATION", dated August 15, 2011, no revisions and prepared by Hatch Mott MacDonald.

6. This authorization is valid for five (5) years from the date of this letter unless more stringent standards are adopted by rule prior to this date. The permittee shall allow an authorized Department representative the right to inspect the construction site.

7. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey" to prevent eroded soil from entering adjacent waterways or wetlands at any time during and subsequent to construction.

8. This permit is revocable in accordance with the NJDEP regulations and State law.

9. The issuance of this permit shall not be deemed to affect in any way other actions by the Department on any future application.

10. The activities shown on the approved plans shall be constructed and/or executed in conformity with any notes and details on said plans and any conditions stipulated herein.
11. No change in plans or specifications shall be made except with the prior written permission of the Department.

12. The granting of this authorization shall not be construed to in any way affect the title or ownership of the property, and shall not make the Department or the State a party in any suit or question of ownership of the property.

13. This permit is not valid and no work shall be undertaken pursuant to this authorization until all other required federal, state, and local approvals, licenses and permits necessary for commencement of work on site have been obtained.

14. A complete, legible copy of this permit shall be kept at the work site and shall be exhibited upon request of any person.

15. Acceptance of this decision and all conditions shall be assumed, unless the permittee requests an adjudicatory hearing to contest the permit and/or permit conditions, in accordance with the requirements of the Freshwater Wetlands Protection Act rules at N.J.A.C. 7:7A-1.7.

Appeal of Decision

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist. If a person submits the hearing request after this time, the Department shall deny the request. The DEP bulletin is available through the Department's website at www.state.nj.us/dep.

Please contact Christopher C. Squazzo of our staff at (609) 777-0454 or at chris.squazzo@dep.state.nj.us should you have any questions regarding this letter. Be sure to indicate the Division's file number in all communication.

Sincerely,

[Signature]

Daniel Delio, Supervising Environmental Specialist
Central Region
Bureau of Inland Regulation

cc. John Ruschke, Agent (Original approval sent to agent to facilitate condition compliance) w/plan
    Township of Denville, Municipal Clerk w/plan
    Township of Denville, Construction Official w/plan
    Morris County Planning Board w/plan
    David Summa, BCL/UC
DEED RESTRICTIONS

WITHIN

BLOCK 60005, LOT 1

DENVILLE TOWNSHIP, MORRIS COUNTY, NEW JERSEY

Beginning at an iron pin in a rock wall, said pin being located in the easterly line of Ford Road, said pin being located south 51 degrees 36 minutes 06 seconds east 24.76 feet from the termination of the seventh course mentioned in the description of a tract of land recorded in book 5897 of deeds on page 52 and running thence,

1. South 51 degrees 36 minutes 06 seconds east 1,349.01 feet to an iron pin; thence,

2. South 36 degrees 52 minutes 39 seconds west 225.56 feet to an iron pin; thence,

3. South 63 degrees 04 minutes 53 seconds west 217.45 feet to an iron pin; thence,

4. South 57 degrees 35 minutes 53 seconds west 247.14 feet to an iron pin; thence,

5. South 56 degrees 46 minutes 03 seconds west 130.40 feet to an iron pin; thence,

6. South 62 degrees 16 minutes 03 seconds west 187.30 feet to an iron pin; thence,

7. South 51 degrees 24 minutes 03 seconds west 250.00 feet to an iron pin; thence,

8. South 52 degrees 04 minutes 03 seconds west 188.00 feet to an iron pipe; thence,

9. South 24 degrees 15 minutes 48 seconds west 393.32 feet to an iron pin; thence,

10. South 21 degrees 06 minutes 33 seconds west 213.22 feet to an iron pipe; thence,

11. South 25 degrees 33 minutes 43 seconds west 138.72 feet to an iron pin; thence,

12. South 29 degrees 41 minutes 33 seconds west 400.96 feet to an iron pin; thence,
13. South 29 degrees 44 minutes 53 seconds west 563.51 feet to an iron pin; thence,

14. North 57 degrees 52 minutes 11 seconds west 861.27 feet to a point in the
    centerline of Beaver Brook; thence the following 10 courses along said Brook,

15. North 37 degrees 49 minutes 09 seconds east to 63.80 feet to a point; thence,

16. North 47 degrees 54 minutes 52 seconds east 203.41 feet to a point; thence,

17. North 51 degrees 57 minutes 11 seconds east 127.29 feet to a point; thence,

18. North 47 degrees 33 minutes 20 seconds east 287.39 feet to a point; thence,

19. North 31 degrees 02 minutes 40 seconds east 58.61 feet to point; thence

20. North 17 degrees 25 minutes 02 seconds east 306.67 feet to a point; thence,

21. North 04 degrees 33 minutes 02 seconds west 122.21 feet to a point; thence,

22. North 13 degrees 42 minutes 21 seconds west 489.72 feet to a point; thence,

23. North 69 degrees 02 minutes 21 seconds west 85.70 feet to a point; thence,

24. North 53 degrees 03 minutes 37 seconds west 119.00 feet to a point in the easterly
    sideline of the aforementioned Ford Road; thence the following nine courses along
    said sideline,

25. North 49 degrees 40 minutes 52 seconds east 167.84 feet to a concrete monument;
    thence,

26. North 46 degrees 05 minutes 46 seconds east 795.11 feet to a crosscut on a
    boulder; thence,

27. North 43 degrees 03 minutes 20 seconds east 102.68 feet to an iron pin; thence,

28. North 43 degrees 03 minutes 18 seconds east 99.09 feet to an iron pin; thence,
29. North 45 degrees 51 minutes 07 seconds east 139.90 feet to an iron pin; thence,

30. North 49 degrees 30 minutes 35 seconds east 72.69 feet to an iron pin; thence,

31. North 46 degrees 20 minutes 39 seconds east 218.22 feet to an iron pin; thence,

32. North 44 degrees 53 minutes 31 seconds east 137.44 feet to an iron pin; thence,

33. North 40 degrees 09 minutes 34 seconds east 51.29 feet to the place of beginning.

Containing 74.24 acres, more or less, in accordance with a map entitled “Topographic Survey and Wetland Delineation Plan”, dated 6/25/07, prepared by Kenneth Dykstra for the Township of Denville. Any monumentation called for herein was indicated as being found or set on the aforementioned plan.

Subject to any easements or restrictions either recorded or unrecorded.

Subject to any rights of way granted any public utility.

**EXCEPTION A**

Beginning at a point located north 63 degrees 56 minutes 28 seconds west 266.59 feet from an iron pin located at the termination of the 13th course mentioned in the description of a tract of land recorded in book 5897 of deeds on page 52 and the termination of the sixth course in the above described 74.24 acre tract and running thence,

1. North 88 degrees 02 minutes 29 seconds west 48.36 feet to a point; thence,

2. South 86 degrees 01 minutes 08 seconds west 84.42 feet to a point; thence,

3. By a curve to left having a radius of 150.00 feet, an arc length of 108.63 feet and whose chord bears south 65 degrees 16 minutes 22 seconds west 106.27 feet to a point; thence,

4. South 44 degrees 31 minutes 36 seconds west 106.83 feet to a point; thence,

5. South 30 degrees 41 minutes 37 seconds west 72.27 feet to a point; thence,
6. North 25 degrees 49 minutes 20 seconds west 68.91 feet to a point; thence,

7. North 32 degrees 16 minutes 09 seconds west 32.73 feet to a point; thence,

8. North 18 degrees 52 minutes 23 seconds east 40.99 feet to a point; thence,

9. North 62 degrees 02 minutes 07 seconds east 46.35 feet to a point; thence,

10. By a non-tangent curve to left having a radius of 150.24 feet, an arc length of 178.51 feet and whose chord bears north 71 degrees 36 minutes 27 seconds east 168.19 feet to a point; thence,

11. North 37 degrees 35 minutes 49 seconds east 121.77 feet to a point; thence,

12. North 02 degrees 48 minutes 01 seconds west 56.44 feet to a point; thence,

13. North 20 degrees 17 minutes 12 seconds east 65.51 feet to a point; thence,

14. North 45 degrees 31 minutes 04 seconds east 97.19 feet to a point; thence,

15. South 29 degrees 19 minutes 50 seconds east 30.16 feet to a point; thence,

16. South 13 degrees 55 minutes 52 seconds east 135.70 feet to a point; thence,

17. South 29 degrees 17 minutes 49 seconds west 30.55 feet to a point; thence,

18. South 10 degrees 40 minutes 53 seconds west 116.09 feet to the place of beginning.

Containing 1.11 acres, more or less, as calculated by Hatch Mott MacDonald based on a map entitled “Topographic Survey and Wetland Delineation Plan”, dated 6/25/07, prepared by Kenneth Dykstra for the Township of Denville.
EXCEPTION B

Beginning at an iron pin located at the termination of the 20th course mentioned in the description of a tract of land recorded in book 5897 of deeds on page 52 and the termination of the 13th course of the above described 74.24 acre tract running thence,

1. North 57 degrees 52 minutes 11 seconds west 242.42 feet to a point; thence,

2. North 44 degrees 47 minutes 58 seconds east 29.65 feet to a point; thence,

3. North 33 degrees 37 minutes 35 seconds east 36.02 feet to a point; thence,

4. North 56 degrees 40 minutes 37 seconds east 29.83 feet to a point; thence,

5. By a curve to left having a radius of 150.00 feet, an arc length of 89.55 feet and whose chord bears north 39 degrees 34 minutes 29 seconds east 88.22 feet to a point; thence,

6. North 22 degrees 41 minutes 07 seconds east 185.98 feet to a point; thence,

7. North 13 degrees 48 minutes 37 seconds east 36.99 feet to a point; thence,

8. North 48 degrees 24 minutes 39 seconds east 33.47 feet to a point; thence,

9. South 81 degrees 30 minutes 04 seconds east 106.63 feet to a point; thence,

10. By a curve to left having a radius of 150.00 feet, an arc length of 157.88 feet and whose chord bears north 68 degrees 20 minutes 46 seconds east 150.69 feet to a point; thence,

11. North 38 degrees 11 minutes 36 seconds east 14.01 feet to a point; thence,

12. South 48 degrees 47 minutes 19 seconds east 30.95 feet to a point; thence,

13. South 29 degrees 41 minutes 33 seconds west 40.62 to an iron pin; thence,
14. South 29 degrees 44 minutes 53 seconds west 563.51 feet to the place of beginning.

Containing 2.53 acres, more or less, as calculated by Hatch Mott MacDonald based on a map entitled "Topographic Survey and Wetland Delineation Plan", dated 6/25/07, prepared by Kenneth Dykstra for the Township of Denville.

EXCEPTION C

Beginning at an iron pin in a rock wall, said pin being located in the easterly line of Ford Road, said pin being located south 51 degrees 36 minutes 06 seconds east 24.76 feet from the termination of the seventh course mentioned in the description of a tract of land recorded in book 5897 of deeds on page 52, said pin being the beginning point of the above described 74.24 acres tract and running thence,

1. South 51 degrees 36 minutes 06 seconds east 20.45 feet to a point; thence,

2. South 33 degrees 22 minutes 22 seconds west 33.31 feet to a point; thence,

3. South 30 degrees 49 minutes 51 seconds west 63.25 feet to a point; thence,

4. South 25 degrees 02 minutes 13 seconds west 76.48 feet to a point; thence,

5. South 32 degrees 43 minutes 39 seconds west 72.24 feet to a point; thence,

6. South 28 degrees 30 minutes 05 seconds west 67.07 feet to a point; thence,

7. By a curve to the right having a radius of 150.00 feet, an arc length of 76.35 feet, and whose chord bears south 43 degrees 05 minutes 00 seconds west 75.53 feet to a point; thence,

8. South 78 degrees 54 minutes 31 seconds west 56.74 feet to a point; thence,

9. South 57 degrees 29 minutes 40 seconds west 192.27 feet to a point; thence,

10. South 41 degrees 56 minutes 08 seconds west 50.87 feet to a point; thence,
11. South 45 degrees 42 minutes 27 seconds east 200.04 feet to a point; thence,

12. South 44 degrees 38 minutes 38 seconds west 240.42 feet to a point; thence,

13. South 48 degrees 07 minutes 04 seconds west 131.93 feet to a point; thence,

14. North 38 degrees 25 minutes 17 seconds west 59.55 feet to a point; thence,

15. North 49 degrees 25 minutes 08 seconds west 106.08 feet to a point; thence,

16. North 39 degrees 58 minutes 47 seconds west 70.09 feet to a point in the 
aforementioned easterly line of Ford Road; thence,

17. North 46 degrees 05 minutes 46 seconds east 203.70 feet to a crosscut on a 
boulder; thence,

18. North 43 degrees 03 minutes 20 seconds east 102.68 feet to an iron pin; thence,

19. North 43 degrees 03 minutes 18 seconds east 99.09 feet to an iron pin; thence,

20. North 45 degrees 51 minutes 07 seconds east 139.90 feet to an iron pin; thence,

21. North 49 degrees 30 minutes 35 seconds east 72.69 feet to an iron pin; thence,

22. North 46 degrees 20 minutes 39 seconds east 218.22 feet to an iron pin; thence,

23. North 44 degrees 53 minutes 31 seconds east 137.44 feet to an iron pin; thence,

24. North 40 degrees 09 minutes 34 seconds east 51.29 feet to the place of 
beginning.

Containing 3.00 acres, more or less, as calculated by Hatch Mott MacDonald based on 
field location of fences and a map entitled “Topographic Survey and Wetland 
Delineation Plan”, dated 6/25/07, prepared by Kenneth Dykstra for the Township of 
Denville.
RESOLUTION AUTHORIZING REFUND
OF RECREATION DEPARTMENT FEES

WHEREAS, certain residents of the Township of Denville have paid program fees to the Recreation Department; and

WHEREAS, these residents did not avail themselves of the program for which said fees were paid.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville that refunds, in the amounts designated in this resolution, be authorized to be issued to the resident(s) named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana Regan</td>
<td>$398.00</td>
</tr>
<tr>
<td>Pam Wingier</td>
<td>$69.00</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, 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 OF THE TOWNSHIP OF DENVILLE AT THEIR MEETING HELD ON 8-13-13

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION AUTHORIZING RAFFLE LICENSE(S)  
IN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville that the application(s) for the following RAFFLE(S) be approved and the Municipal Clerk be authorized to issue said license(s) 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>Rotary Club</td>
<td>50/50</td>
<td>9-17-13</td>
</tr>
<tr>
<td>Denville</td>
<td>On Premise</td>
<td></td>
</tr>
<tr>
<td>Morris Knolls</td>
<td>On Premise</td>
<td>9-21-13</td>
</tr>
<tr>
<td>High School Band Boosters</td>
<td>50/50</td>
<td></td>
</tr>
</tbody>
</table>
BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Special One Day Alcoholic Beverage License for the following organization(s):

Rotary Club of Denville

to be used on the following date(s):

9-17-13

for the following event(s):

Wine Tasting Event

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby authorized to issue said license on behalf of the municipality.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK

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

WHEREAS, on February 7, 1995, 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 7, 1995; 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 families 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.

CERTIFIED TO BE A TRUE AND EXACT COPY OF RESOLUTION ADOPTED ON

[Signature]
Donna I. Costello, RMC/CMC
Municipal Clerk
Members of the Council:

RE: Municipal Bid# 7-2013

VETERAN'S MEMORIAL PARK IMPROVEMENT PROJECT

Would you kindly authorize the proposed dates to advertise and accept bids for the above referenced subject?

If it is possible may we advertise on: August 21, 2013

For bids to be accepted on: September 10, 2013

In anticipation to award on: September 17, 2013

Respectfully,

Steven Ward, Business Administrator

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE THAT AUTHORIZATION IS HEREBY GRANTED TO ADVERTISE FOR BIDS FOR THE ABOVE LISTED PROJECTS

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
Members of the Council:

RE: Municipal Bid# 8-2013

FOREST TRAIL PUMP STATION

Would you kindly authorize the proposed dates to advertise and accept bids for the above referenced subject?

If it is possible may we advertise on: August 21, 2013

For bids to be accepted on: September 11, 2013

In anticipation to award on: September 17, 2013

Respectfully,

Steven Ward, Business Administrator

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BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE THAT AUTHORIZATION IS HEREBY GRANTED TO ADVERTISE FOR BIDS FOR THE ABOVE LISTED PROJECTS

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF A BUILDING PERMIT FEE

WHEREAS, the permit payor listed below has paid a permit fee in the amount shown;

and

WHEREAS, the scope of the work was changed and recalculated;

and

WHEREAS, the permit payor 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 a change in the scope of the work.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kenneth Hartman</td>
<td>130495</td>
<td>$543</td>
<td>01-192-08-160-001</td>
</tr>
</tbody>
</table>

I, DONNA I. COSTELLO, 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 OF THE TOWNSHIP OF DENVILLE AT
THEIR MEETING HELD ON 8-13-13

CERTIFICATION DATE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
WHEREAS, the Township of Denville acquired property known as Block 50408, Lot 108 with funding from the Federal Emergency Management Agency (FEMA) through the New Jersey Office of Emergency Management (NJOEM) under the Hazard Mitigation Grant Program (HMGP), from the County of Morris Open Space and Farmland Preservation Trust Fund and from the State of New Jersey Green Acres Program; and

WHEREAS, the Township of Denville is now the owner of said property which is scheduled for demolition and which does not receive sewer and water service; and

WHEREAS, the property was acquired pursuant to a short sale and the lender would not approve the payment in full of outstanding sewer and water arrearages which include interest charges.

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 outstanding sewer and water arrearages charges assessed and levied against Block 50408, Lot 108 for 2013 is hereby canceled as follows:

   Block 50408  Lot 108    $83.46

2. This Resolution shall take effect immediately.

I, DONNA I. COSTELLO, 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 OF THE TOWNSHIP OF DENVILLE AT THEIR
MEETING HELD ON AUGUST 13, 2013.

Certification dated: ____________________________________________

Donna I. Costello, RMC/CMC
Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF A COAH DEVELOPMENT FEE

WHEREAS, the permit payor listed below has overpaid the COAH Development Fee in the amount shown;

and

WHEREAS, the permit payor 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 from the Housing Trust Fund be made to the following named individual as a result of overpayment.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linda &amp; Larry Dwyer</td>
<td>121237</td>
<td>$439</td>
<td>17-280-56-000</td>
</tr>
</tbody>
</table>


CERTIFICATION DATE

DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION FOR RENEWAL OF MEMBERSHIP
IN THE
MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the **Township of Denville** is a member of the Morris County Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2013 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

1. The **Township of Denville** agrees to renew its membership in the Morris County Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.

2. The Governing Body shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Morris County Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

This Resolution agreed to this 13\text{rd} day of Aug, 2013 by a vote of: Affirmative _______ Negative _______

MAYOR

________________________________________

ATTEST

________________________________________

DATE
AGREEMENT TO RENEW MEMBERSHIP IN THE
MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Morris County Municipal Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Denville is currently a member of said Fund, and;

WHEREAS, effective December 31, 2013, said membership will expire unless earlier renewed, and;

WHEREAS, the Governing Body of the Township of Denville has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Township of Denville hereby renews its membership in the Morris County Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2014 and ending January 1, 2017*.

2. The Township of Denville hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Morris County Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Banking and Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.

3. Township of Denville agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

*12:01 am
4. In consideration of the continuing membership of the Township of Denville in the Morris County Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Denville.

5. Executed the ______ day of ____________, 2013 as the lawful and binding act and deed of the Township of Denville, which execution has been duly authorized by public vote of the governing body.

________________________________________
MAYOR

________________________________________
ATTEST

MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND
RESOLUTION OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY CONFIRMING THE SALE OF VARIOUS ITEMS OF MUNICIPAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE

WHEREAS, the Municipal Council of the Township of Denville authorized the sale of various items of municipal property no longer needed for public use through GovDeals, Inc., and

WHEREAS, the Township of Denville received approval from the Division of Local Government Services to sell various items of municipal property no longer needed for public use from time to time under the E-Procurement Pilot Program; and

WHEREAS, the winning bidder(s) for the sale beginning on 7-24-13 and ending on 8-13-13 were as per the Schedule "A" in the amounts listed.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville does hereby confirm the sale to the recipients on Schedule "A" in the amount listed and made a part hereof.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, 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 8-13-13

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
CEREMONIAL MATTERS AND/OR PRESENTATIONS

President Fitzpatrick explained that there is a vacancy on the Board of Adjustment and two (2) residents have volunteered to fill that position. He further explained that the current alternate members will move up and the newly appointed member will become the Second Alternate. President Fitzpatrick said that the new member will fill the unexpired term of Alternate #2. He noted that the candidates will be interviewed this evening, a choice will be made by the Council and the new member will be sworn in this evening. President Fitzpatrick thanked the candidates for their generosity in offering to serve on the Board of Adjustment.

President Fitzpatrick said that each candidate will be asked the same series of questions. He noted that one candidate will be asked to wait outside of the Council Chambers while the other candidate is interviewed. President Fitzpatrick advised that the Council will briefly discuss the qualifications of each candidate and vote to appoint one of them.

The two (2) candidates to be interviewed were Dr. William Zois and Mr. Timothy Fisher.

The following questions were asked of Dr. Zois:
1. Why do you feel you are the best candidate for this position?
2. What do you see as your role as a member of the Bd. of Adjustment?
3. Do you have any other special qualifications to bring to the position?
4. Can you meet the requirements of attendance at Board of Adjustment meetings on the first and third Wednesdays of the month, do site inspections and attend Land Use classes?

Dr. Zois responded as follows:
1. Dr. Zois spoke of the various committees that he served on and noted that he previously served on both the Planning Board and the Board of Adjustment. He said that he is anxious to get involved again and volunteer his services.
2. Dr. Zois replied that he understands that he would have to be available to vote in the event that the full complement of the Board was not available. He said that
he is aware that he would have to visit properties and evaluate what people want to do with their property.

3. Dr. Zois noted that he is a physician and lives with pressure on a daily basis.

4. Dr. Zois replied that it would be no problem for him to fulfill all of the requirements.

President Fitzpatrick asked if there is anything that Dr. Zois would like to add. Dr. Zois responded that he just thinks that he is a good candidate. He said that he feels that he brings a lot of experience to the Board. Councilman Gabel asked Dr. Zois to explain how he would handle having to make an unpopular decision.

Dr. Zois replied that he would vote for what is best for the town and the neighborhood and sometimes that is not a popular decision. He added that the advice of our professionals should also be taken into account.

President Fitzpatrick thanked Dr. Zois and asked that Mr. Fischer be sent in for his interview with the Council.

President Fitzpatrick asked Mr. Fischer the same questions that were asked of Dr. Zois. Mr. Fischer gave the following responses:

1. Mr. Fischer said that he looks at this opportunity as a way of giving back to the town. He mentioned several volunteer activities that he has taken part in and noted that the Board of Adjustment intrigues him. Mr. Fischer said that the Board is a way for people to deal with issues that do not conform to the town's Land Use ordinances.

2. Mr. Fischer replied that he feels that his role, in the beginning, would be to listen and learn.

3. Mr. Fischer noted that he is a businessman in town and, secondarily, works in the field of real estate. He said that he feels that the combination of the two give a good rounding to what he can bring to the Board.

4. Mr. Fischer responded that he can meet all of the requirements for this position. President Fitzpatrick asked Mr. Fischer if there is anything that he would like to add. Mr. Fischer replied that he would just like to thank everyone for the opportunity to apply for the Board vacancy. Councilman Gabel asked Mr. Fischer to explain how he would handle having to make an unpopular decision.

Mr. Fischer replied that he would go with what is best for the town and what the board decides or recommends as a whole.

President Fitzpatrick thanked both candidates for their interest and willingness to volunteer.

MOTION TO SELECT TIM FISCHER TO FILL BOARD OF ADJUSTMENT VACANCY:
MOVED BY MEMBER GOLINSKI, SECONDED BY MEMBER GABEL
AYES: GOLINSKI, GABEL, SMITH, KUSER, LYDEN, SCOLLANS, FITZPATRICK
Attorney Jansen read the following resolution:

R-13-153A    RESOLUTION APPOINTING MEMBERS TO THE ZONING BOARD OF ADJUSTMENT

BE IT RESOLVED by the Municipal Council of the Township of Denville that the following appointments to the Zoning Board of Adjustment are hereby made:

- Tom Dolan is appointed to fill the unexpired term of former Regular Member Sean Ryan (2016)
- Susan Richter is appointed to fill the unexpired term of former Alternate #1 Tom Dolan (2013)
- Timothy Fischer is appointed to fill the unexpired term of former Alternate #2 Susan Richter (2014)

MOTION TO APPROVE R-13-153A: MOVED BY MEMBER GOLINSKI, SECONDED BY MEMBER GABEL

AYES: GOLINSKI, GABEL, SMITH, KUSER, LYDEN, SCOLLANS, FITZPATRICK

Township Clerk Donna Costello then administered the Oath of Office to Timothy Fischer.

PRESENTATION BY TOWNSHIP ENGINEER RUSCHKE ON DOWNTOWN STREET SCAPE IMPROVEMENTS PHASE I - NJDOT ENHANCEMENT GRANT

Engineer Ruschke noted that the Township has received a grant from the N. J. Dept. of Transportation, in the amount of $288,000.00. He said that the grant was authorized and identified as funding for Phase I Street Scape Improvements on Broadway. Mr. Ruschke added that the Phase I targeted area is Diamond Spring Road to First Avenue and Phase II will be from First Avenue to the intersection with Bloomfield Avenue. He said that the Administration proposed that we apply to the DOT for Phase II this year, with the hope of completing Broadway within a relatively short period of time.

Mr. Ruschke advised that there have been numerous meetings with various groups who have an interest in how this project should be done. He said that there is an interest in maintaining the existing corridor that Broadway offers. Mr. Ruschke said that the concerns of the Police Department regarding traffic and parking were given considerable attention.

Mr. Ruschke noted that, keeping with the same configuration of the sidewalk, the proposal is as follows:

1. The existing curb would be replaced with a new concrete curb. A utility corridor - a four (4) foot strip along the sidewalk, will be created. The street lighting would be upgraded within that corridor, which is a substantial portion of the cost. Two types of lighting are being proposed: A. higher fixture with extending arms; B. smaller fixtures to be placed between the type A poles.
2. Maintain and modify existing sound system.
3. Replace landscaping: remove existing trees and replace with flowering trees.
4. Utility strip will have concrete pavers and the remainder of the sidewalk will remain the responsibility of the property owners, as is indicated in our current ordinance.

5. Administration will be proposing some modifications to the current street opening ordinance. Sidewalk pavers would then have to conform in color and pattern. This is being looked at for a future date.

6. The smaller utility poles will have two flowering baskets, a connection for the speaker system and an outlet to accommodate Holiday lights. President Fitzpatrick commented that it looks like a great plan and he appreciates their getting it all together for this meeting. He said that it is critical that our downtown area be top of the line because everything funnels down from that. President Fitzpatrick suggested that lighting is crucial and he thinks it should be energy efficient but with a soft light not a harsh light. He offered information about a web site for an organization, called The International Dark Sky Association, that specializes in lighting of all kinds.

Mayor Andes thanked Mr. Ruschke for his presentation and noted that he covered just about everything that they have discussed. He said that the two things Mr. Ruschke did not mention are American flag brackets and the possibility of an automatic watering system. The Mayor noted that the grant writer that was retained last year is responsible for acquiring this grant. He advised that our matching portion is $60,000.00, for a total of $348,000.00. Mayor Andes commented that we are lucky in that we are starting this project using other people's money. He added that it is imperative that we continue it over the next few years and it is his goal that we do all of the streets in the downtown area and complete the project in this decade. Mayor Andes advised that Denville will be applying for two grants this year - one from the DOT and one from the Federal Government. He said that this grant is from the Federal Government but through the NJDOT.

The Mayor commented that when meetings were held with Rutgers and with Seton Hall the goal was to have a plan that was not a cookie cutter of every other town. He said that we want to have a downtown that is unique, warm and welcoming. Mayor Andes stated that he thinks they have come up with a good plan in Phase I and he will be asking for the Council's commitment to continue this, certainly for next year, and then ongoing until the downtown is completed. He asked Mr. Ruschke to explain the color scheme that is being planned.

Mr. Ruschke said that the fixtures will be a green, similar to the clock tower, with gold trim around the poles. He advised that the lights will be LED for cost efficiency. Mr. Ruschke noted that the energy cost of the lights will be different than the current plan under which we pay a flat fee to the utility company for street lights. He said that under the new service we will pay a utility bill for actual light usage which, with the use of LED lighting, may result in a cost savings.

Mr. Ruschke spoke about installing trees in-house and keeping the uniformity of size by purchasing all of the trees, Phase I and Phase II, at the same time and storing the
Phase II trees in a greenhouse until they are needed.
Administrator Ward interjected that there were meetings with numerous groups who currently have a hand in maintaining the downtown area to get their input. He said that two other groups, the Chamber of Commerce and the Economic Development Committee, also met with Administration. Mr. Ward noted that the Chamber expressed a desire to make an investment in upgrading the holiday decorations. He said that the snowflakes will not work with the new lights and the Chamber and Economic Development Committee are comfortable with that. Mr. Ward noted that what will work is a wreath and the Chamber and Economic Development Committee are quite excited about that, as well as holiday-themed banners.
President Fitzpatrick opened the floor for questions from the Council. The Council members asked question concerning the following aspects of the plan:
  Use of solar panels
  Types of trees to be used and the height of the trees
  Sidewalk and street width
  Parking - handicapped as well as the number of spaces
  Possibility of a watering system
  Possibility of Wi-fi in the downtown area
  Replacement of trash receptacles to conform with new color scheme
  Time-frame for completion of Phase I
  Bike lanes
  Color and pattern of pavers
All of the Council’s questions were addressed and explained by Mr. Ruschke. Administrator Ward advised that there is a resolution on tonight’s agenda to award the design service phase of the project to John Ruschke and Hatch Mott MacDonald to put this in bid specification form. He said that there will probably be a request to go out to bid submitted to the Council in September with a bid award made in October or November. Mr. Ward added that it is anticipated that construction will begin in the winter or early spring and be completed in time for the Memorial Day Parade in 2014.

President Fitzpatrick called for a brief recess at 8:39 p.m. The Meeting resumed at 8:43 p.m.

LIAISON REPORTS:
Councilman Gabel reported that the Events Committee kicked off their Centennial Treasure Hunt which will run through September 7th. He said that details are on the web site and it is a fun family activity.
He noted that the Triathalon is slated for Sunday, August 11th. Mr. Gabel advised that there was no Board of Education meeting to report on.
Councilman Kuser had no report.
Councilwoman Smith had no report.
President Fitzpatrick reported that there will be a meeting of the Mayor’s Advisory
Committee on Rivers and Streams tomorrow, Tuesday, July 17th at 6:30 in the Municipal Building. He said that the meeting is open to everyone and volunteers are always needed and are most welcome.

Mr. Fitzpatrick noted that he sent an e-mail to the Mayor and Administrator regarding the condition of some of the roads along the route for the Triathlon. He said that there are some potholes that perhaps DPW could patch and also do a good sweeping of the route before the race.

Councilwoman Lyden left the meeting at 8:45 p.m. Mrs. Lyden had a car accident earlier in the evening and, as a result, was experiencing a good deal of discomfort.

Councilman Scollans reported that the Senior Social held on June 29th was well attended and Mark Venis and his crew did their usual fine job. He said that the next Senior Social will be in September.

Mr. Scollans noted that the Rockaway River Cabinet will continue to function. He said that there are seven municipalities that have committed to support the program. Mr. Scollans stated that there is a possibility that more towns will become involved now that there is a more dedicated program. He said that the Committee membership is asking each town to pass a resolution stating that they want to support the program and to provide a liaison to the Committee. Mr. Scollans added that he is filling that role right now for Denville. He said that he asked the Council President to initiate such a resolution. President Fitzpatrick asked Mr. Scollans if he has a sample resolution and said that he agrees that it would be a good thing to do. He asked Attorney Jansen for his input.

Attorney Jansen commented that it would be logical since, if the Rockaway River Cabinet is proposing such a resolution for the Council to adopt, that they come up with a format that they would like to see used. He said that it should address the various issues that they have. Councilman Scollans stated that he will reach out to them. He said that the meetings have been moved from the third Monday to the fourth Thursday of the month.

MAYOR'S REPORT:
Mayor Andes reported that the Chamber of Commerce ran an event in June called "Girls Night Out". He said that they had food and a sampling of adult beverages from store to store. The Mayor said it was very successful and he would suspect that we will see it again. He noted that the Joey Bella Fund held its annual events which were also very successful.

Mayor Andes commented that Gardner Field was packed on the 4th of July and the music was great. He said that at 9:30 p.m., right on schedule, the band, Funktion, finished up, the brass band took over with patriotic music and the fireworks started. The Mayor said that the fireworks were great but they ended in half the time for which we had contracted. He said that they are investigating what transpired with regard to the short fireworks program. The Mayor noted that the Township stopped payment on
the second check that was given to the company for the fireworks. He said that the day after the event he put out an apology on all segments of the social media.

Mayor Andes reported that the Junior Police Academy is being held this week and the graduation will be held at the Vo-Tech School on Friday at 1:00 p.m.

The Mayor noted that the Women’s Club is holding a fundraiser at the River Barn on Green Pond Road on Wednesday evening. He added that August 3rd will be Sri Lanka Day and Recreation Director Bogardus is organizing teams for softball, cricket and rugby games.

Mayor Andes spoke about the Treasure Hunt and explained that it starts in the downtown area and lays out a route through the community.

ADMINISTRATOR’S REPORT:
Administrator Ward advised President Fitzpatrick that a work order has been put in at DPW to patch any holes along the route of the Triathlon.

Mr. Ward noted that, with respect to the Riverside Dr. flood buyouts, we have now acquired eight of eleven homes. He said that we have no firm closing dates on the last three but there is considerable activity between our attorney’s office, the sellers’ attorneys and the banks on two of the remaining three.

The Administrator advised that the Valley View Firehouse project is on schedule for completion in late August or early September. He said that the goal has always been to have a CO or TCO by September 29th for the Inspection Dinner. Mr. Ward noted that there are two change orders to this contract on tonight’s agenda and advised that the net impact on the contract is zero. He explained that one decreases the contract and the other increases it, both by $20,000.

Administrator Ward reported that numerous complaints had been received regarding the railroad crossing just west of Ford Road. He said that they were able to track down the owners of that crossing and it is the Morris/Erie Railroad. Mr. Ward stated that they have been contacted and will be making the necessary repairs to make the crossing smoother either some time later this year or early next year.

The Administrator advised that our Plumbing Inspector of 22 years, Frank Ritchie, retired on June 28th. He said that Nick Tubito, who had occasionally subbed for Mr. Ritchie has been hired. Mr. Ward explained that it will remain a part-time position but, in order to give better customer service, instead of having three full-time days, there will be five, four to five hour days.

Administrator Ward noted that a temporary CO was issued late last week for the Police Department construction. He said that it is anticipated that the Sally Port will be completed by later this week or early next week.

PUBLIC PORTION:
Gerry Idec, 1 E. Longview Trl., asked when the Property Maintenance Code Ordinance will go into effect. Administrator Ward replied that becomes effective twenty days after publication of the adopted ordinance which, in this case, would be July 23rd.

Mr. Idec stated that the Construction Official had said that he doesn’t have the manpower to enforce that ordinance. He asked if that means that the town is going to
hire another code enforcement person.
Mr. Ward replied that there is currently a vacancy in the department. He said that they were waiting to see if the Property Maintenance Code would be adopted before advertising that vacancy. Mr. Ward advised that it will be advertised as a part-time position and will include property maintenance enforcement.
Mr. Idec asked if the Construction Department can issue violations. Mr. Ward replied that they can issue summonses as can the Animal Control Officer and the Health Department. He added that the fines are levied by the Municipal Judge, not by the enforcement officer.
Mr. Idec asked about a schedule of pre-set fines.
Mr. Ward explained the procedure as consisting of the following:
1. Seek compliance.
2. Issue a formal complaint
3. Code official issues summons to appear before the municipal Judge, who will levy the fine, the amount of which will be at his discretion.
Mr. Ward advised that a policy will be determined regarding how complaints should be made, but all complaints will be investigated by the code official.
Ted Einhorn, Route 53, Denville, asked about the status of the First Avenue parking lot. He said that he often eats lunch at Doc's restaurant and that lot is always full.
Administrator Ward explained that the meters were destroyed in the storm but the lot is a mix of permit parking and free three-hour parking in the spaces that were previously metered.
Peter Platt, 71 Morris Ave., explained that there is a sharp bend in the road in front of his home and accidents have occurred when exiting his driveway. He noted that there was a sign that indicated that there was a hidden driveway. Mr. Platt further explained that he was requested by the township to cut the bushes in front of his house back by 25 feet. He said that he brought the situation to the attention of the Police Chief and now the sign has been removed. Mr. Platt advised that he has contacted everyone that he thought might be able to arrange to have the sign replaced, but was told he would have to pay for it. He said that they considered the sign a distraction. Mr. Platt stated that he would like to have the sign put back.
President Fitzpatrick asked Mr. Ward for his input.
Administrator Ward advised that he was made aware of this situation during his first or second week as Administrator in 2010. He said that he made a site inspection with Chief Wagner and Lt. Partin and knows that Mr. Ruschke has been there as well. Mr. Ward explained that enhancing the line of sight, not only for Mr. Platt's driveway but for the roadway as well, was the reason for asking that the bushes be moved back. He said that the services of Boy Scouts were offered to move the bushes but that offer was declined. Mr. Ward added that the sign was removed before he came to work in Denville, so that happened several years ago. He said that the Police Chief and Engineer concurred on the removal of the sign as a matter of safety.
Attorney Jansen explained the separation of powers in our form of government and noted that the Council is a legislative and budgetary committee. He further explained the options that may be available to the Township if, after notification from the town to cut the bushes, the homeowner fails to comply. President Fitzpatrick interjected that the Council is limited in what it can do. He asked if Mr. Platt has a written agreement with the town about the sign. Mr. Platt replied that there is no written agreement. Mr. Fitzpatrick reiterated that it is not in the Council's purview to be involved in this type of issue. He suggested that Mr. Platt forward any information that he may have to Administration and they can have our Attorney take a look at it. Councilwoman Smith suggested that Administration research it again and let the Council know the results.

Franz Fuertges, 109 Ford Road, spoke about the Beautification Committee's frugal spending of their allotted funds. He noted that he has asked the Township to have one of our public employees sent to classes to become certified to apply chemicals. Mr. Fuertges asked why this hasn't been done. President Fitzpatrick asked Administration for their opinion regarding certification of a DPW employee to apply chemicals. Administrator Ward replied that they will look into it. He said that Mr. Egbert has some opinions on that but it has been a while since they have spoken about it and he can't remember what the specific issues were. Mr. Ward added that if there is someone with the ability to obtain that certification, in a cost effective manner, it is something that both he and the Mayor would support. President Fitzpatrick said that, if it is something that is feasible, the Council will look at it at budget time.

CORRESPONDENCE: All copied to Council.

MATTERS OF OLD AND/OR NEW BUSINESS:

Councilman Golinski asked for an update on the proposal to extend the Farmer's Market into the winter. Administrator Ward replied that, after the request was made by Liisi Lescaro, at her last update to the Council, the ordinance was researched by the Attorney and all departments that are involved with the running of the market. He said that Ms. Lescaro indicated that within the next week or two she will present her final comments on the draft ordinance. Mr. Ward noted that, at that time, Administration will be ready to present the draft ordinance to the Council. He said that there are some minor provisions that will need to be tweaked. Councilman Golinski commented that he noted that one of the provisions is that the market will be closed if the temperature goes below 32 degrees. He stated that he strongly disagrees with that provision noting many other events that are not closed because of low temperatures.
Administrator Ward explained the rationale behind the provision, part of which was insurance liability. President Fitzpatrick interjected that an update from Ms. Lescaro is expected before the winter season with her recommendations. He said that would be the time to address any concerns that the Council may have with the ordinance. Mayor Andes said that, other than using a calendar date to close the market, Administration felt that using a specific temperature would allow for the market to be open year round. He asked the Council to forward any suggestions or recommendations that they may have to him and they will be considered.

ORDINANCE(S) FOR ADOPTION:

#15-13

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES AND CHAPTER V, ANIMAL CONTROL, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE
BE READ BY TITLE ON SECOND READING AND A HEARING HELD THEREON:
MOTION TO READ BY TITLE: MOVED BY MEMBER KUSER, SECONDED BY MEMBER GABEL
AYES: KUSER, GABEL, SMITH, GOLINSKI, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

OPEN PUBLIC HEARING: No one wished to be heard.
CLOSE PUBLIC HEARING.

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES AND CHAPTER V, ANIMAL CONTROL, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE
BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE PUBLISHED IN THE JULY 24, 2013 ISSUE OF THE CITIZEN
MOTION TO ADOPT: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER GABEL
AYES: SCOLLANS, GABEL, SMITH, KUSER, GOLINSKI, FITZPATRICK
ABSENT: LYDEN

#16-13

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE SUM OF $120,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE
BE READ BY TITLE ON SECOND READING AND A HEARING HELD THEREON:
MOTION TO READ BY TITLE: MOVED BY MEMBER GOLINSKI, SECONDED BY MEMBER KUSER
AYES: GOLINSKI, KUSER, GABEL, SMITH, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

OPEN PUBLIC HEARING: No one wished to be heard.
CLOSE PUBLIC HEARING.

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE
SUM OF $120,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND OF THE
TOWNSHIP OF DENVILLE
BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE
PUBLISHED IN THE JULY 24, 2013 ISSUE OF THE CITIZEN.
MOTION TO ADOPT: MOVED BY MEMBER SMITH, SECONDED BY MEMBER
GOLINSKI
AYES: SMITH, GOLINSKI, GABEL, KUSER, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

R-13-154 RESOLUTION RELATING TO ORDINANCE #17-13:
RESOLUTION DESIGNATING CERTAIN PROPERTY IN THE
TOWNSHIP AS AN AREA IN NEED OF REHABILITATION
MOTION TO APPROVE R-13-154: MOVED BY MEMBER KUSER, SECONDED BY
MEMBER SMITH
AYES: KUSER, SMITH, GABEL, GOLINSKI, FITZPATRICK
NAY: SCOLLANS
ABSENT: LYDEN

Councilman Scollans commented that he feels this document circumvents the Board of
Adjustment. He said that the Board of Adjustment was not mentioned in the document,
dated June 12th, that was presented to the Council. Mr. Scollans stated that it also
circumvents the Master Plan, which he does not believe that the Council should do. He
also objected to a statement in the document regarding COAH housing, since that
housing can go to people who are not Denville residents.

ORDINANCE(S) FOR INTRODUCTION:
#17-13
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, TO IMPLEMENT
THE ESTLING LAKE REHABILITATION PLAN
BE INTRODUCED AND READ BY TITLE ON FIRST READING:
MOTION TO INTRODUCE: MOVED BY MEMBER SMITH, SECONDED BY MEMBER
KUSER
DISCUSSION: Councilman Scollans noted that his comments on R-13-154 also apply to this ordinance.
AYES: SMITH, KUSER, GABEL, GOLINSKI, FITZPATRICK
NAY: SCOLLANS
ABSENT: LYDEN

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, TO IMPLEMENT THE ESTLING LAKE REHABILITATION PLAN
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 8-13-13 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 ACCORDING TO LAW.

MOTION TO PASS ON FIRST READING: MOVED BY MEMBER SMITH, SECONDED BY MEMBER KUSER
DISCUSSION: Councilman Golinski asked Councilman Scollans to further expand on his comment about COAH. Mr. Scollans replied that the document indicates that it would have a positive influence on COAH. He said that he disagrees with that statement. Mr. Scollans commented that, while housing built by COAH is a good thing, it does not necessarily benefit Denville people because it may not go to Denville people.
Attorney Jansen called the Council's attention to the corrected ordinance (copied on green paper for Council) and to the section that references COAH.
Councilman Scollans reiterated that his two main concerns are that the ordinance circumvents the Board of Adjustment and the Master Plan.
Attorney Jansen explained that this is a statutory procedure under the Local Redevelopment and Housing Law. He said that it is not a commonly used procedure and added that it is being used for one block and lot only.
There was additional discussion regarding what this ordinance will and will not permit.
AYES: SMITH, KUSER, GABEL, GOLINSKI, FITZPATRICK
NAY: SCOLLANS
ABSENT: LYDEN

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES,
CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS
BE INTRODUCED AND READ BY TITLE ON FIRST READING:
MOTION TO INTRODUCE: MOVED BY MEMBER SMITH, SECONDED BY MEMBER GOLINSKI
DISCUSSION: Administrator Ward noted that the ordinance concerning parking that is before the Council actually goes back to Hurricane Irene. He said that some of the parking issues and the temporary changes that were made have resulted in the changes proposed by this ordinance. Mr. Ward advised that input was obtained from both business owners and residents when considering these changes. He added that three traffic surveys were performed during this time as well.
Administrator Ward provided the details of the parking and fee changes, all of which may be found in the ordinance that is available in the Clerk's office.
Mr. Ward advised that Administration recommends that the funding, in the amount of $18,000, that had been allocated for the replacement of parking meters be used for re-striping and re-surfacing as much of the lots as possible this year. He said that it should be done in a very logical and understandable format to avoid any confusion.
AYES: SMITH, GOLINSKI, GABEL, KUSER, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER VII, TRAFFIC AND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO PARKING AND PARKING LOTS
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 8-13-13 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 ACCORDING TO LAW
MOTION TO PASS ON FIRST READING: MOVED BY MEMBER SMITH, SECONDED BY MEMBER GOLINSKI
AYES: SMITH, GOLINSKI, GABEL, KUSER, SCOLLANS, FITZPATRICK
ABSENT: LYDEN
#19-13
BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, IN ORDER TO CONTROL THE LOCATION OF HOTELS IN THE TOWNSHIP OF DENVILLE BE INTRODUCED AND READ BY TITLE ON FIRST READING:
MOTION TO INTRODUCE: MOVED BY MEMBER GOLINSKI, SECONDED BY MEMBER SMITH
DISCUSSION: None.
AYES: GOLINSKI, SMITH, GABEL, KUSER, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF DENVILLE, CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, IN ORDER TO CONTROL THE LOCATION OF HOTELS IN THE TOWNSHIP OF DENVILLE 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 8-13-13 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 ACCORDING TO LAW.
MOTION TO PASS ON FIRST READING: MOVED BY MEMBER SMITH, SECONDED BY MEMBER GABEL
AYES: SMITH, GABEL, KUSER, GOLINSKI, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

President Fitzpatrick asked if anyone from the Council or the public wished to have anything removed from the Consent Agenda. No one responded.

CONSENT AGENDA:
R-13-155  RESOLUTION AUTHORIZING CHANGE ORDER #1 TO THE CONTRACT BETWEEN THE TOWNSHIP OF DENVILLE AND RIEFOLO CONSTRUCTION COMPANY RELATIVE TO THE VALLEY VIEW FIRE COMPANY #3
R-13-156  RESOLUTION OF THE TOWNSHIP OF DENVILLE AUTHORIZING A SALE THROUGH GOV DEALS OF VARIOUS ITEMS OF MUNICIPAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE
R-13-157  RESOLUTION AUTHORIZING REINSTATEMENT OF THE ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE
R-13-158  RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE
REDEMPTION OF A TAX SALE CERTIFICATE IN THE AMOUNT OF $1,196.93

R-13-159  RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE

R-13-160  RESOLUTION AUTHORIZING A REFUND OF A COAH DEVELOPMENT FEE IN THE AMOUNT OF $93.00

R-13-161  RESOLUTION REFUNDING THE PAYMENT OF TAXES OVERPAID FOR CALENDAR YEAR 2012 IN THE AMOUNT OF $884.67

MOTION TO APPROVE CONSENT AGENDA: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER SMITH
AYES: SCOLLANS, SMITH, GABEL, KUSER, GOLINSKI, FITZPATRICK
ABSENT: LYDEN

NON-CONSENT RESOLUTIONS:

R-13-162  RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR GENERAL CONTRACTING CONSTRUCTION SERVICES TO GL GROUP, INC.

MOTION TO APPROVE R-13-162: MOVED BY MEMBER GOLINSKI, SECONDED BY MEMBER SMITH
AYES: GOLINSKI, SMITH, GABEL, KUSER, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

R-13-163  RESOLUTION AUTHORIZING CHANGE ORDER #2 IN THE AMOUNT OF $20,000 TO REPLACE UNSUITABLE SOIL WITH STONE AS WELL AS TO PERFORM EXTERIOR WALL MODIFICATIONS AT VALLEY VIEW FIRE COMPANY #3

MOTION TO APPROVE R-13-163: MOVED BY MEMBER GABEL, SECONDED BY MEMBER KUSER
AYES: GABEL, KUSER, SMITH, GOLINSKI, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

R-13-164  RESOLUTION AUTHORIZING SHARED SERVICE AGREEMENT FOR THE PRODUCTION AND MAINTENANCE OF DIGITAL PROPERTY TAX MAPS BETWEEN THE TOWNSHIP OF DENVILLE AND THE COUNTY OF MORRIS

MOTION TO APPROVE R-13-164: MOVED BY MEMBER KUSER, SECONDED BY MEMBER GOLINSKI
AYES: KUSER, GOLINSKI, GABEL, SMITH, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

R-13-165  RESOLUTION AUTHORIZING ENGINEERING SERVICES IN CONNECTION WITH THE DEVELOPMENT OF FLOOD RISK REDUCTION CONCEPTS FOR DENVILLE CENTER

MOTION TO APPROVE R-13-165: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER GABEL
DISCUSSION: President Fitzpatrick noted that since there will probably not be a full
report on this until next year, he would request a one-page report from Mr. Ruschke at some time later this year. Councilman Golinski asked for clarification of the “scope of deliverables”. Engineer Ruschke replied that this task is primarily computer modeling in an attempt to quantify the flood risk concepts that are proposed. He said that rather than a comprehensive written report it will be piles and piles of computer print-outs and tables. Councilwoman Smith asked if it will contain a recommendation. Mr. Ruschke replied that it will. Mr. Ruschke explained, in detail, how he will go about determining different recommendations based on the computer modeling. He said that he hopes to be able to make some recommendations by the end of this year. Mrs. Smith commented that it is critical to get this done quickly in order to be ready for budget time and also in order to know the cost factor to apply for grants. Attorney Jansen interjected that in the Shongum Lake Property Owners settlement one of the recommendations was that we have a report from the Engineer to back up our contention that, when Shongum Lake opens their dam, the effect on downtown Denville is “X”. He asked if that is something that would be addressed in this phase. Mr. Ruschke replied that if he can do it effectively with what he is focusing on, he will certainly include that.

AYES: SCOLLANS, GABEL, SMITH, KUSER, GOLINSKI, FITZPATRICK
ABSENT: LYDEN

R-13-166 RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION - N.J.S.A. 40A:4-87
MOTION TO APPROVE R-13-166: MOVED BY MEMBER SMITH, SECONDED BY MEMBER GOLINSKI
AYES: SMITH, GOLINSKI, KUSER, GABEL, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

R-13-167 RESOLUTION REFUNDING THE PAYMENT OF TAXES OVERPAID DUE TO JUDGEMENT BY THE TAX COURT OF NEW JERSEY - $46,380.50
MOTION TO APPROVE R-13-167: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER KUSER
DISCUSSION: Councilman Golinski asked Attorney Jansen if there is any legal way that the Council can vote no on this resolution. Attorney Jansen said no, that the refund is due to the judgement of the Tax Court. He explained that, even if the entire Council voted no, the Tax Collector would still have to refund this money because there is a judgement. President Fitzpatrick commented that this is a “checks and balances” issue by which the Council protects the purse strings of the Township.

AYES: SCOLLANS, KUSER, GABEL, SMITH, GOLINSKI, FITZPATRICK
ABSENT: LYDEN

R-13-168 RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE IN THE AMOUNT OF
MOTION TO APPROVE R-13-168: MOVED BY MEMBER SMITH, SECONDED BY MEMBER GOLINSKI
AYES: SMITH, GOLINSKI, GABEL, KUSER, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

R-13-169 RESOLUTION AUTHORIZING ENGINEERING SERVICES IN CONNECTION WITH THE DESIGN AND BID PERIOD SERVICES OF THE BROADWAY STREETSCAPE PROJECT - PHASE I
MOTION TO APPROVE R-13-169: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER KUSER
DISCUSSION: Councilwoman Smith commented that acoustics and irrigation have been discussed tonight but she does not see those items included in the scope of work. She asked if any of that can be included. Mr. Ruschke replied that it was always the intent to add the conduit for acoustics and work with Bob Ott to make sure that was accommodated. He said that the irrigation system will likely be designed by the potential bidders.
AYES: SCOLLANS, KUSER, GABEL, SMITH, GOLINSKI, FITZPATRICK
ABSENT: LYDEN

R-13-170 RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEEMPTION OF A TAX SALE CERTIFICATE IN THE AMOUNT OF $28,878.88
MOTION TO APPROVE R-13-170: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER GABEL
AYES: SCOLLANS, GABEL, SMITH, KUSER, GOLINSKI, FITZPATRICK
ABSENT: LYDEN

MOTION TO ADOPT MINUTES OF 6-18-13 AND 6-25-13: MOVED BY MEMBER KUSER, SECONDED BY MEMBER SMITH
AYES: KUSER, SMITH, GABEL, GOLINSKI, SCOLLANS, FITZPATRICK
ABSENT: LYDEN

MOTION TO ADJOURN: MOVED BY MEMBER SCOLLANS, SECONDED BY MEMBER GOLINSKI
AYES: UNANIMOUS
ABSENT: LYDEN
MEETING ADJOURNED AT 10:32 P.M.

Respectfully submitted by:

Kathleen A. Costello
Deputy Township Clerk