

**GREEN TOWNSHIP COMMITTEE
FEBRUARY 10, 2014**

CALL TO ORDER

The February 10, 2014, meeting of the Green Township Committee was called to order at 7:18 p.m.

PLEDGE OF ALLEGIANCE

ADEQUATE NOTICE: Mrs. Peralta read the statement of adequate notice.

ROLL CALL: Present: Mr. Chirip, Mr. Conkling, Mr. Kurzeja, Mrs. Phillips, and Mr. Reinbold

Also present: Clerk/Administrator, Mrs. Linda Peralta; Township Attorney, Mr. Angelo Bolcato in Mr. Rich Stein's absence; and CFO, Mrs. Linda Padula

DISCUSSIONS:

- a. **Budget** – Mrs. Padula reviewed the budget worksheets as it stands with no increase for local tax. There will be one more budget workshop on February 24, 2014. The budget will be introduced and approved at the March 10, 2014, meeting. There is a good amount in the surplus budget. The Committee discussed the open space tax. Last year it was decreased to 1.5 cents, the Committee agreed to keep it at 1.5 cents. Mrs. Padula reviewed the capital projects: improvements to roads, DPW equipment, new alarm system, municipal parking lot, retaining wall at the old Fire House, Pequest and Mackerley Roads, tree removal at Trinca Airport, tablet devices for Committee members, and back vacation pay for employees who started prior to 2008. Mrs. Padula recommends decreasing the use of surplus if any items will be cut. Mayor Conkling and the Committee members would like to add an increase in pay up to \$80,000.00 for Mrs. Peralta. The Committee would like to come up with more long term planning. The Committee thanked Mrs. Padula.
- b. **Municipal Building Parking Lot Update** – Mr. Miller submitted a change order request for additional engineering services for the preparation of revised improvement alternatives for the reconstruction of the parking lot. The change order includes four alternatives for reconstruction of the parking lot.

Motion: Mr. Chirip
 Seconded: Mrs. Phillips
 Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

A confirming resolution will be done for the next meeting. Mrs. Peralta will inform Mr. Miller to proceed.

CONSENT AGENDA:

- a. **Resolution 2014-40 – Raffle License (3) – Frelinghuysen Booster Club**
- b. **Resolution 2014-41 – Change Fund**
- c. **Resolution 2014-42 – Confirm Appointment of Christine Licata to Full Time Employment**
- d. **Resolution 2014-43 – Confirm Appointment of David Diehl – Provisional Zoning Official**
- e. **Minutes ready for approval – January 27, 2014, regular and executive session**

Motion: Mrs. Phillips
 Seconded: Mr. Reinbold
 Discussion: Mr. Chirip requested a copy of the ordinances pertaining to storm water that Mr. Stein mentioned at the last meeting.

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			

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Mr. Conkling	X			
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OLD BUSINESS:

a. Resolution 2014-44 – Authorize Agreement with Habitat for Humanity

Motion: Mrs. Phillips
 Seconded: Mr. Kurzeja
 Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

NEW BUSINESS:

a. Ordinance 2014-01 – To Exceed Municipal Budget Appropriation Limits and To Establish a Cap Bank (Introduction)

Mrs. Phillips made a motion to introduce the ordinance.
 Seconded: Mr. Chirip
 Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

Public Hearing is scheduled for February 24, 2014.

b. Ordinance 2014-02 – Tax Map Project (Introduction)

Mr. Kurzeja made a motion to introduce the ordinance.
 Seconded: Mrs. Phillips
 Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

Public Hearing is scheduled for February 24, 2014.

CORRESPONDENCE: Mrs. Peralta noted the following:

- VCI Emergency Vehicle Specialist responded to the letter sent by Mrs. Peralta regarding the delivery of the new ambulance. The new ambulance was to be delivered by January 27, 2014. VCI requested an additional 70 days and will provide a loaner ambulance if needed. They anticipate delivery the week of March 31, 2014. The contract states there is a \$150.00 per day late delivery charge for each day that the ambulance is not delivered to the Township. After a brief discussion, the Committee granted the extension, however if the ambulance is not delivered to the Township by March 31, 2014, penalties will be imposed back to the original delivery date per the contract. Mr. Bolcato was also in agreement.

Mr. Conkling made a motion to extend to VCI a new delivery date of March 31, 2014, or penalties will be imposed. A loaner vehicle must be provided if Mr. Lou Caruso, Captain, First Aid Squad, feels it is needed.

Seconded: Mr. Chirip
 Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			

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Mr. Kurzeja	X		
Mrs. Phillips	X		
Mr. Reinbold		X	
Mr. Conkling	X		

- Mr. Chirip recommended the information pertaining to radon testing be included in the next Green Grapvine.
- Letter received from the Government Records Council (GRC) – final determination ruled in Mrs. Peralta’s favor. Mr. Caggiano appealed the GRC’s original determination which was in Mrs. Peralta’s favor and Mr. Caggiano is trying to appeal the final determination.
- Mrs. Phillips suggested granting Kegerreis an extension of time to remove the bus shelter on County Route 517. It may be difficult to remove with the amount of ice and snow on the ground by the end of February. The Committee agreed to see if Kegerries responds to the request to remove the bus shelter.

MATTERS FROM THE GOVERNING BODY: Mr. Reinbold received a copy of the cell tower agreement; he will review and discuss with the Committee at a later time.

Mr. Kurzeja stated he will not be able to attend the Annual Thank You Party on February 23 or the next Committee Meeting scheduled for February 24. Mr. Kurzeja updated the Committee on the tablet device/paperless project. He spoke with the Clerk of the Freeholders. The Freeholders utilize iPads however they cannot look up files separately within the app on the iPad. Mr. Kurzeja believes it is the apple operating system, the design is not optimal based on how they are using the tablet. Mr. Kurzeja and Mr. Reinbold, IT Committee, would like to talk formally to understand what the Committee would like to be able to do with a tablet. Mrs. Peralta spoke with the Newton Administrator who is using a laptop which is working well. The packets are emailed to the Township Committee. Mr. Kurzeja will continue to research. Also, everyone should be using their new greentwp.com emails. There are a few website issues which will be fixed. Swift 911 is now working. A Green Township resident set up a website, Next Door, for Green Township residents to get information. It is not an official Green Township website.

The Committee updated Mr. Chirip on the last Committee meeting. The Trinca Airport Subcommittee will look into finding an appraiser for the Trinca Airport property. The Committee also updated Mr. Chirip on the Greendell Train Station presentation.

MATTERS FROM THE TOWNSHIP CLERK/ADMINISTRATOR: Mrs. Peralta noted the following:

- The new emails have not been rolled out to all members of the Boards and Committees. The Planning Board and Board of Adjustment have been notified of the new email system and have concerns/complaints about having to use another email address.
- A meeting at Trinca Airport is scheduled for Wednesday, February 12, 2014, with Mrs. Peralta, the Risk Manager and a contractor for another quote on demolition. Mr. Tremper will be at the meeting also.
- An electric bill was received for the airport.
- The Committee members are invited to the Fire Department’s dinner on February 22, 2014.
- Student Government Day traditionally is scheduled for the first meeting in May. The first meeting in May is also the same day as the solar car competition. The second meeting in May is just after the 8th grade returns from their class trip. The June meeting is difficult for the Township Committee since there is one meeting per month during the summer months. After a brief discussion, the Committee suggested moving the first meeting in May from the 12th to the 5th.

MATTERS FROM THE TOWNSHIP ATTORNEY: None

MATTERS FROM THE DPW SUPERVISOR: Not in attendance

PUBLIC COMMENTS AND/OR QUESTIONS: None

EXECUTIVE SESSION: None

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FEBRUARY 10, 2014**

ADJOURNMENT:

Mrs. Phillips motioned to adjourn at 8:42 p.m.

Seconded: Mr. Reinbold

Discussion: None

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	X			
Mr. Kurzeja	X			
Mrs. Phillips	X			
Mr. Reinbold	X			
Mr. Conkling	X			

*ALL RESOLUTIONS AND ORDINANCES ARE ATTACHED TO AND MADE PART OF THESE MINUTES



Linda Peralta, RMC
Clerk/Administrator

2/25/14
Date Approved

RESOLUTION 2014-40
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
SUSSEX COUNTY, NEW JERSEY

RAFFLE LICENSE APPROVAL

BE IT RESOLVED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF GREEN IN THE COUNTY OF SUSSEX AND STATE OF NEW JERSEY that three (3) Raffle Licenses be issued to the Frelinghuysen Township Booster Club for:

1. Casino Night to be held from 7:00 to 11:00 p.m., March 22, 2014
2. On-premise raffle (50/50) to be held from 7:00 to 11:00 p.m., March 22, 2014
3. On-premise drawing to be held from 7:00 to 11:00 p.m., March 22, 2014

DATED: February 10, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at the regular meeting held on February 10, 2014.


Linda Peralta, Township Clerk

Vote on Resolution:

	FOR APPROVAL	AGAINST APPROVAL	ABSTAIN	ABSENT
Mr. Chirip	✓			
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

RESOLUTION 2014-41
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

WHEREAS, N.J.S.A. 40A:5-12 authorizes the establishment of a Change Fund(s) in any county or municipality by an initial Resolution and to continue from year to year without additional governing body action until such time as they take action to have the funds returned or changed; and

WHEREAS, the Township Auditor has recommended the following changes to the Township's Change Funds:
 Create a new Cashier Change Fund in the amount of \$100.00
 Increase the Tax Collector's Change Fund from \$25.00 to \$200.00
 Increase the Municipal Court's Change Fund from \$50.00 to \$200.00
 Revoke the Dog Change Fund (\$50.00 to be returned to bank);

and

WHEREAS, the custodian for these funds are the Receptionist, the Tax Collector, and the Court Administrator, respectively, who are duly bonded; each such custodian shall maintain records for these funds in a manner conducive to proper accounting and auditing procedures.

NOW THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Green hereby authorizes the establishment and changes in Change Funds as outlined above each for the purpose of making change to insure the proper exact payment is paid.

BE IT FURTHER RESOLVED that said change funds be safely secured in keeping with established prudent business practices; and

BE IT FURTHER RESOLVED that said change funds will be used to make change only and shall not be used to purchase goods and/or services of any kind.

BE IT FINALLY RESOLVED that the Green Township Treasurer is hereby authorized to make the changes as set forth in this Resolution.

I, Linda Peralta, Municipal Clerk of the Township of Green, in the County of Sussex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of Township of Green, County of Sussex, State of New Jersey at a regular meeting of said Township Committee held Monday, February 10, 2014.


 Linda Peralta, Clerk/Administrator

cc: Linda Padula, CMFO

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	✓			
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

RESOLUTION 2014-42
TOWNSHIP COMMITTEE -TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

WHEREAS, the Township Committee of the Township of Green has identified the need to provide for assistance in the areas of Web Site management, clerical help for the Zoning Officer, reconciliation of financial data, dog licensing clerical/cross training, and intermittent assistance to the Administrator; and

WHEREAS, Christine Licata has demonstrated the capability to fill these needs; and

WHEREAS, Mrs. Licata has expressed a desire to increase her hours from 30 per week (part time) to 35 per week (full time); and

WHEREAS, it has been determined that it is in the best interest of the Township to increase Mrs. Licata's hours to fill this need; and

WHEREAS, the Administrator was authorized at the January 27, 2014 meeting to extend this offer to Mrs. Licata effective February 1, 2014;

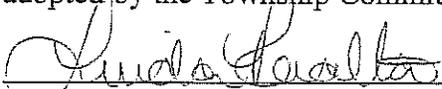
NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Green in the County of /Sussex and State of New Jersey is pleased to confirm the appointment of Christine Licata to full time employment subject to the following terms and conditions:

1. The appointment is to be effective February 1, 2014.
2. Mrs. Licata will be paid at a rate of \$32,525.00 annually as a full time employee prorated for 2014.

BE IT FURTHER RESOLVED that her employment is subject to the usual terms and conditions as set forth in the Township of Green Personnel Policy Manual, as well as New Jersey Court Rules and Civil Service Law.

DATED: February 10, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on February 10, 2014.



Linda Peralta, Township Clerk

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	✓			
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	2nd ✓			
Mr. Conkling	✓			

Cc: Linda Padula, CFO
Christine Licata

RESOLUTION 2014-43
TOWNSHIP COMMITTEE -TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ

WHEREAS, Patricia Fischer resigned her position as the Zoning Officer for the Township of Green effective December 31, 2013; and

WHEREAS, the Green Township Committee employed Erin Adline, Senior Designer, Suburban Consulting Engineers, Inc. to fill the position temporarily; and

WHEREAS, the Personnel Subcommittee of the Green Township Committee interviewed David Diehl and recommended him to fill the Zoning Officer position as a provisional employee to the full Committee at the January 27, 2014 meeting; and

WHEREAS, it has been determined that it is in the best interest of the Township to hire a provisional Zoning Officer pending processing through Civil Service; and

WHEREAS, the Administrator was authorized at the January 27, 2014 meeting to hire Mr. Diehl effective February 1, 2014;

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Green in the County of /Sussex and State of New Jersey is pleased to confirm the provisional appointment of David J. Diehl to the Zoning Officer Position subject to the following terms and conditions:

1. The appointment is to be effective February 1, 2014.
2. Mr. Diehl will be paid at a rate of \$13,000.00 annually prorated for 2014.
3. Mr. Diehl will work such hours as are required to complete the job; such hours will include 2 to 3 hours each week of regularly scheduled time in the Township offices currently identified as Friday mornings but may be altered with the Administrator's concurrence.
4. Mr. Diehl will perform Zoning Officer duties as outlined in the General Ordinances of the Township including Flood Plain Management.

BE IT FURTHER RESOLVED that his employment is subject to the usual terms and conditions as set forth in the Township of Green Personnel Policy Manual, as well as New Jersey Court Rules and Civil Service Law.

BE IT FURTHER RESOLVED that Suburban Consulting is hereby relieved of this responsibility and that the Green Township Committee extends its sincere appreciation to Suburban Consulting for temporarily filling this position.

DATED: February 10, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on February 10, 2014.


Linda Peralta, Township Clerk

Record of Vote:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	✓			
Mr. Kurzeja	✓			
Mrs. Phillips	1 ST ✓			
Mr. Reinbold	2 ND ✓			
Mr. Conkling	✓			

Cc: Linda Padula, CFO

**RESOLUTION 2014-44
TOWNSHIP COMMITTEE - TOWNSHIP OF GREEN
COUNTY OF SUSSEX, STATE OF NJ**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN GREEN TOWNSHIP AND MORRIS HABITAT FOR HUMANITY, INC.
REGARDING 29 HILLSIDE TERRACE**

WHEREAS, the Township of Green heretofore purchased 29 Hillside Terrace through the use of COAH Housing Trust Funds; and

WHEREAS, the purchase of 29 Hillside Terrace was in furtherance of the Township's COAH obligations; and

WHEREAS, the Township of Green wishes to partner with Morris Habitat for Humanity, Inc., a not-for-profit housing agency, to complete the rehabilitation of the structure and to affirmatively market the home in accordance with COAH rules and regulations so that the Township may receive credit for the COAH unit; and

WHEREAS, the Township Attorney has prepared a form Agreement to be entered into between the Township and Morris Habitat for Humanity, Inc. for the transfer of title of said property to Morris Habitat for Humanity, Inc. for \$40,000.00, with the balance of the property value to be considered a donation to a not-for-profit housing agency in accordance with the provisions of N.J.S.A. 52:27D-325; and

WHEREAS, the Agreement with Morris Habitat for Humanity, Inc. is attached to this Resolution and is incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Green that the Mayor and Clerk be and the same are hereby authorized to execute the attached Agreement with Morris Habitat for Humanity, Inc. and to provide a fully signed copy of said Agreement to Morris Habitat for Humanity, Inc.

Dated: February 10, 2014

I, Linda Peralta, Township Clerk of the Township of Green, County of Sussex, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a Resolution adopted by the Township Committee at a meeting held on February 10, 2014.



Linda Peralta, Township Clerk

cc: Linda Padula, CFO

Record of Vote:

:	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	✓			
Mr. Kurzeja	2nd ✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	✓			
Mr. Conkling	✓			

AGREEMENT

THIS AGREEMENT is made on this 12th day of February 2014 by and between

THE TOWNSHIP OF GREEN, a Municipal Corporation in the County of Sussex and the State of New Jersey, with offices at 150 Kennedy Road, P.O. Box 65, Tranquility, New Jersey, 07879, hereinafter referred to as "Township"; and

MORRIS HABITAT FOR HUMANITY, a Not for Profit Corporation of the State of New Jersey with offices at 274 South Salem Street, Suite 100, Randolph, New Jersey 07869; hereinafter referred to as "Habitat";

WHEREAS, Habitat is a Not for Profit Corporation of the State of New Jersey which provides community based programs to assist low and moderate income persons with home ownership; and

WHEREAS, the Township of Green heretofore applied for substantive certification to the Council on Affordable Housing (COAH) for the Township's second round plan to meet its obligation of providing its Fair Share of Housing for low and moderate income persons pursuant to the Fair Housing Act and Administrative Regulation adopted pursuant thereto; and

WHEREAS, the Township has applied for third round substantive certification from COAH; and

WHEREAS, Habitat is an organization which constructs and sells the type of housing which satisfy certain COAH obligations; and

WHEREAS, the Township of Green is currently the owner of 29 Hillside Terrace, which is available for development for housing purposes in partial satisfaction of the Township's preexisting COAH obligation; and

WHEREAS, Habitat is desirous of accepting a partial donation of 29 Hillside Terrace for the purpose of rehabilitating the property for resale to an income qualified low and/or moderate income family in accordance with the provisions of the New Jersey Fair Housing Act as administered by the Council on Affordable Housing; and

WHEREAS, the Township is desirous of donating said property to Habitat for purposes of partially satisfying the Township's COAH obligations; and

WHEREAS, N.J.S.A. 52:27D-311(a)(5) provides for the donation of municipally owned land for purposes of providing low and moderate income housing; and

WHEREAS, N.J.S.A. 52:27D-325 provides that the Governing Body may, by Resolution, authorize the private sale and conveyance of Township-owned property to a non-profit entity with a contractual guarantee that the housing units will remain available to low and moderate income households only for a period of at least thirty (30) years.

NOW, THEREFORE, the parties intending to be bound do hereby agree as follows:

1. **Recital Clauses**. The recital clauses set forth hereinabove are hereby made an integral part of this agreement.
2. **Habitat**. Habitat represents that it is a New Jersey Not for Profit Corporation engaged in community development activities. This Agreement is contingent upon Habitat being a duly qualified non-profit agency pursuant to the provisions of N.J.S.A. 52:27D-325 to accept donations of municipal property for purposes of constructing housing for low and moderate income persons. For purposes of this provision an affirmative ruling from COAH, or an acceptance by COAH of the Township's Fair Share Plan including the within transaction shall be sufficient to satisfy this contingency.

3. **Conveyance.** The Township shall convey to Habitat and Habitat shall accept under the terms and conditions of this agreement, the real property designated as Block number 59, Lot number 25 on the tax maps of the Township of Green located at 29 Hillside Terrace as is shown on Schedule A attached hereto and made a part hereof.
4. **Consideration.** The Township of Green acquired the property by Deed dated August 24, 2012 for a consideration of \$205,000. The Township has since expended \$47,168.44 on a partial rehabilitation of the property. The property is currently assessed for the 2014 tax year for \$188,200. Notwithstanding the foregoing, Habitat shall pay to the Township the sum of \$40,000 and the balance of the value of the property shall be considered a donation to Habitat in accordance with the provisions of N.J.S.A. 52:27D-325.
5. **Rehabilitation.** Habitat agrees that it shall, in good faith, rehabilitate the property for purposes of a single family residential dwelling and shall obtain an unconditional Certificate of Occupancy for the property. Habitat agrees that it shall diligently pursue the rehabilitation of the property to completion and obtaining an unconditional Certificate of Occupancy. The commencement of the rehabilitation process shall be at the sole discretion of Habitat. However, Habitat agrees that during the entire period of its ownership of the property, it shall maintain the property and the exterior grounds thereof including regular lawn maintenance, leaf removal, snow plowing and other usual and customary grounds maintenance for the property.
6. **Resale.** Habitat shall complete the rehabilitation of the property as is set forth in Paragraph No. 5 above and shall then sell the property to a low or moderate income buyer as defined by COAH regulations and as is set forth hereinafter.

7. **Deed Restriction.** The home shall be deed restricted for ownership by low and moderate income persons for a period of thirty (30) years as defined by COAH Regulations. The thirty (30) year period of the deed restriction shall commence upon Habitat's sale of the property to an income qualified buyer. . Subsequent to the sale of the property by Habitat, the Township of Green shall have the responsibility for the enforcement of the deed restriction.
8. **Compliance with Law.** Habitat shall be required to comply with all applicable laws, including, but not limited to the Zoning Ordinance of the Township of Green and the Uniform Construction Code in the renovation of the home, including all required inspections and approvals by the Township. Nothing in this agreement shall prevent Habitat from requesting waivers of the Township of any applicable fee or cost charged by the Township by ordinance for residential construction including but not limited to zoning permits and construction permits. Nothing in this agreement shall prohibit the Township from granting, or refusing to grant a waiver for any of the aforesaid costs in the Township's sole discretion.
9. **Title.** This agreement shall be subject to the Township being able to convey good title to the property to Habitat subject to the following:
 - (a) the rights of utility companies to maintain pipes, poles, cables and wires over on and under the street, the part of the property next to the street or running to any house or other improvement on the property;
 - (b) recorded agreements which limit the use of the property, unless the agreements: (1) are presently violated; (2) provide that the property would be

forfeited if they were violated, or (3) unreasonably limit the normal use of the property; and

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

In addition to the above, the ownership of the property must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

In the event that the title to the property should contain any defect making title unmarketable, Habitat shall so advise the Township of any such title defect in which event the Township shall have the option of either remedying said title defect at its sole cost and expense or declaring this agreement null and void in which event the parties shall have no further obligation to each other.

In the event that any adjoining property owner has constructed any encroachment onto the property set forth in paragraph no. 3 hereof, the Township shall require the adjoining property owner to remove said encroachment and restore any disturbance of the property prior to the closing of title.

10. **Closing.** The closing on this conveyance shall occur at the municipal offices of the Township of Green on a mutually agreeable date within sixty (60) days after the satisfaction of the last contingency provided for in this agreement.
11. **Zoning.** The parties acknowledge that the property to be conveyed under this agreement is located in the R1.5 Residential Zone which provides for detached single family dwelling units.
12. **Deed of Conveyance.** The deed from the Township of Green to Habitat shall provide that for a period of thirty (30) years from the date of the Deed of Conveyance that any

transfer from Habitat to a third party or any subsequent transfer shall be subject to the review and approval of the Township of Green to ensure compliance with COAH. No Deed of Conveyance shall be valid unless specifically endorsed by the appropriate officials of the Township of Green. The Township of Green shall serve as the administrative agent subsequent to the transfer of the property by Habitat.

13. **Tax Assessment.** The parties acknowledge that the tax assessment for the home shall, upon completion, be assessed by the Township's Tax Assessor in her independent judgment in accordance with law as the Township has no legal authority to direct its Tax Assessor to make any particular tax assessment for any property. However, the parties anticipate that the Assessor shall act in accordance with the decision in the matter of Prowitz v. Ridgefield Park Village, 237 N.J. Super., 435 (App. Div. 1989) affirmed 122 N.J. Super. 199 (1991). Under the aforesaid decision it is anticipated that the assessment of the property shall essentially be at the highest resale value of the property as established by COAH Rules and Regulations reflecting the deed restriction of the property to ownership by low and moderate income persons as defined by COAH.
14. **Due Diligence Period.** Habitat shall have the right, in its absolute discretion, for any reason, to terminate this Agreement upon written notice to Township given on or prior to the expiration of sixty (60) calendar days from the date hereof. In the event Habitat terminates this Agreement pursuant to this Section, except as provided herein, neither party shall have any further liability to the other hereunder.
15. **Right of Entry.** Township shall permit Habitat and its agents and consultants access to the Property from time to time during the term of the Agreement for the purpose of preparing surveys and undertaking engineering, environmental, soils, wetlands and other

similar tests and studies, provided Habitat promptly repairs any damage to the Property caused by such entry and restores the Property to the condition that existed prior to such entry. Prior to the entry onto the property by Habitat or any of its agents or consultants, Habitat shall provide to the Township a Certificate of Insurance for itself or for its agents or consultants listing the Township as an additional named insured. The policy amounts set forth in the attached Certificate of Insurance are acceptable to the Township.

16. **Hazardous Substances**. In the event that prior to the Closing Date, including but not limited to the time before the date of this Agreement, there is a spill, discharge, release, deposit or emplacement of any Hazardous Substance on the Property which results in contamination of the Property, provided such condition was not caused by Habitat, its agents, servants or contractors, or in the event that Habitat should discover the presence of any hazardous substance on the property, then either party shall have the option of canceling this agreement. Further, the Township shall have the option, but not the obligation, to remediate the presence of any such hazardous substances and, if necessary, the closing shall be adjourned for a reasonable period to permit Township to complete such activities, provided, that Habitat shall have the right to terminate this Agreement if it determines, in its sole discretion, that the nature and extent of the contamination or the time to remediate are unacceptable. In the event Habitat, its agents, servants or contractors, causes the spill, discharge, release, deposit or emplacement of any Hazardous Substances on the Property, Habitat shall perform all remedial activity at its sole cost and expense and there shall be no adjournment of the Closing Date.

17. **Force Majeure**. In the event either party is prevented from fulfilling any of its obligations in this Agreement, or in the event the Project is impeded, threatened or

prevented, by reason beyond the reasonable control of such party, including but not limited to an Act of God, extraordinary weather, building or other governmental moratorium or if the Township is in litigation or under threat of litigation, then the time of such performance by either party, including the time for payment of any sums due hereunder if any, shall be extended by a time equal to the amount of such delay, provided that neither party shall be entitled to claim such delay unless it has notified the other party in writing of such delay and the cause thereof.

18. **Selection Process.** Habitat represents that its affirmative marketing plan shall fully comply with COAH regulations. The buyer chosen to live in the home will be chosen exclusively by Habitat utilizing its Family Selection Committee and process. However, the buyer will also meet the New Jersey State criteria as a low or moderate income family so that the Township will receive full credit from COAH toward its affordable housing obligation. In addition, the purchase price of the home sold to the selected buyer shall be established solely by Habitat using its calculations and methodology.

IN WITNESS WHEREOF, the parties have executed this agreement the date and year first above written.

Attest:


LINDA PERALTA, TOWNSHIP CLERK

TOWNSHIP OF GREEN

By: 
DANIEL CONKLING, MAYOR

MORRIS HABITAT FOR HUMANITY

By: 
Blair Schlicher Braud
Executive Director
1/30/14

MAF
NAUSERS\Clients\7594-5 COAH\Sale of 29 Hillside Terrace to Habitat\2014.01.28 REDLINED AGREEMENT-HABITAT.doc
01/30/14

SCHEDULE A

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Township of Green, in the County of Sussex, State of New Jersey:

Beginning at a point in the northwesterly sideline of Hillside Terrace (40.00 feet wide) being southwesterly 576.21 feet from where the northwesterly sideline of Hillside Terrace when extended intersects the southwesterly sideline of Birch Lane when extended as shown on a map entitled "Map of Lake Tranquility, Section 4B, Green Township, Sussex County, New Jersey" and filed in the Sussex County Clerk's Office on August 29, 1958 as Map No. 251E running thence

1. South 47 degrees 10 minutes 00 seconds West, 75.00 feet along the northwesterly sideline of Hillside Terrace to an iron pipe found, thence;
2. North 39 degrees 40 minutes 00 seconds West, 152.36 feet leaving the northwesterly sideline of Hillside Terrace and along the division line between Lot 42 and Lot 43 as shown on the aforementioned filed map to a point; thence
3. North 61 degrees 35 minutes 00 seconds East, 76.35 feet to an iron pipe found; thence
4. South 39 degrees 40 minutes 00 seconds East, 133.32 feet to the point and place of Beginning.

The above description is in accordance with a survey prepared by JSS Land Surveying, dated January 12, 2012.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 25, Tax Block 59 on the Official Tax Map of Township of Green, Sussex County, State of New Jersey.

ORDINANCE NO. 2014-01

TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF N.J.

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to .5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-44.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Township Committee of the Township of Green in the County of Sussex finds it advisable and necessary to increase its CY 2014 budget by up to 3.5% over the previous year's final; appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$79,695.63 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

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

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Green, in the County of Sussex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2014 budget year, the final appropriations of the Township of Green shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$79,695.63, and that the CY 2014 municipal budget for the Township of Green be approved and adopted in accordance with this ordinance; and

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

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ATTEST

TOWNSHIP OF GREEN

Linda Peralta, Clerk

Daniel Conkling, Mayor

INTRODUCED: 02/10/2014
PUBLIC HEARING:
ADOPTED:

ADVERTISED:

ADVERTISED:

Vote on Introduction of Ordinance No. 2014-01:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	2nd ✓			
Mr. Kurzeja	✓			
Mrs. Phillips	1st ✓			
Mr. Reinbold	✓			
Mr. Conkling	✓			

ORDINANCE NO. 2014-02

TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NEW JERSEY

**AN ORDINANCE AUTHORIZING AN EMERGENCY APPROPRIATION
FOR THE PREPARATION OF AN APPROVED TAX MAP FOR THE
TOWNSHIP OF GREEN**

WHEREAS, that the Tax Maps of the Township of Green do not comply with the requirements of the New Jersey Division of Taxation; and

WHEREAS, the Township of Green wishes to undertake a tax map certification project to bring its tax maps into compliance with state law; and

WHEREAS, the preparation of an approved tax map may be undertaken as a special emergency appropriation;

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Green, County of Sussex, State of New Jersey, that pursuant to N.J.S.A. 40A:4-53, the sum of \$50,000.00 is hereby appropriated for the preparation of an approved tax map for the Township of Green and shall be deemed an emergency appropriation as defined and provided for in N.J.S.A. 40A:4-53.

BE IT FURTHER ORDAINED, the said appropriation and “special emergency notes” authorized to finance the appropriation shall be provided for in succeeding annual budgets by the inclusion of at least one fifth (1/5) of the amount authorized pursuant to this act.

BE IT FURTHER ORDAINED, this Ordinance shall take effect immediately after publication and passage according to law.

ATTEST:

TOWNSHIP OF GREEN:

Linda Peralta, Clerk/Administrator

Daniel Conkling, Mayor

INTRODUCED: 02/10/2014
PUBLIC HEARING:
ADOPTED:

ADVERTISED:
ADVERTISED:

Vote on Introduction of Ordinance No. 2014-02:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	✓			
Mr. Kurzeja	1st ✓			
Mrs. Phillips	2nd ✓			
Mr. Reinbold	✓			
Mr. Conkling	✓			

