

**PUBLIC MEETING – Wednesday, May 9, 2012 at 8:00 p.m.**

There will be a Public Meeting of the Mayor and Council of the Borough of Glen Rock on Wednesday, May 9, 2012, at 8:00 p.m. in the Council Chambers of the Municipal Building.

**1. CALL TO ORDER /ROLL CALL**

This meeting is called pursuant to the provisions of the Open Public Meeting Law. This Meeting was included in a list of meeting notices sent to the Bergen Record and advertised in said newspaper in January, posted on the bulletin board in the Municipal Building, and has remained continuously posted as the required notices under the Statue. In addition, a copy of this notice is and has been available to the public and is on file in the office of the Municipal Clerk.

In accordance with the New Jersey State Fire & Safety Code I call your attention to the lighted exit signs. In the event the alarm sounds, move in an orderly manner toward the exit nearest you and leave the building.

Council Member O’Hagan – present  
Council Member Orseck – present  
Council Member Biggs – present

Council Member Pazan – present  
Council Member Surrago – present  
Council Member Nogara – present

**2. FLAG SALUTE/ANNOUNCEMENTS**

Council member Nogara led the Council and audience in the flag salute.

It was with great sadness; Mayor van Keuren announced the passing of Borough employee JoAnne Rigg this past weekend. Her contributions to the Borough will be missed enormously.

At this time Mayor van Keuren read the following proclamation:

**PROCLAMATION**

**POVERTY AWARENESS WEEK**

**May 14 – 20, 2012**

Whereas we, the residents of Glen Rock, would like to exercise both our knowledge and our awareness that we live in a global community in order to raise up others less fortunate than ourselves, and to teach our children that each individual can make a positive change in the world around them, and

Whereas a week-long observation of the global concern for human trafficking and slavery that exists nationally and globally and exists as a result of poverty is a step that Borough residents can make towards a positive change,

Now Therefore, The Borough of Glen Rock would like to declare the week of May 14<sup>th</sup> – May 20<sup>th</sup> Poverty Awareness Week, and further

We hope by doing so, we can persuade other localities to join in our efforts.

**3. CONSENT AGENDA**

All items listed are considered to be routine and non-controversial by the Borough Council and will be approved by one motion. There will be no separate discussion on these items unless a Council member(s) so request it, in which case the item(s) will be removed from the Consent Agenda and considered in its normal sequence on the agenda. The one motion signifies adoption of all resolutions, received and filed letters, correspondence, reports and approval of applications and minutes.

**Resolutions:**

**1. Resolution for Approval of Minutes (4/25/12)**

**Resolution No. 114-12**

**Offered by Council Member Biggs**

**Seconded by Council Member Orseck**

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**BE IT RESOLVED, that the Minutes of:**

**April 25, 2012**

**Be accepted as submitted.**

**ROLL CALL:**

**Council Member O’Hagan - yes**

**Council Member Orseck – yes**

**Council Member Biggs – yes**

**Council Member Pazan - yes**

**Council Member Surrago - yes**

**Council Member Nogara – yes**

**2. Resolution Approving LOSAP Members**

**Resolution No. 115-12**

**Offered by Council Member Biggs**

**Seconded by Council Member Orseck**

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**RESOLUTION APPROVING FINAL CERTIFICATION OF LENGTH OF SERVICE AWARD PROGRAM (LOSAP) LISTS FOR 2011 FOR GLEN ROCK VOLUNTEER AMBULANCE CORPS MEMBERS AND GLEN ROCK VOLUNTEER FIRE DEPARTMENT MEMBERS**

**WHEREAS, the Mayor and Council are in receipt of a certified list of credits for LOSAP from Bruce D. Rigg, Local Plan Administrator, a requirement under the law establishing LOSAP for qualified ambulance and fire volunteers of Glen Rock, and**

**WHEREAS, there are 53 members of the volunteer ambulance corps and fire department that qualify for this benefit for the year of 2011, at an amount of \$1,412.00 each, for a total investment of \$74,836.00.**

**NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of Glen Rock, that the attached certified list for the year 2011 is hereby approved, and instructs the Borough Clerk to send a copy of the approved resolution to the Local Plan Administrator as required in LOSAP regulations.**

**ROLL CALL:**

**Council Member O’Hagan – yes  
Council Member Orseck - yes  
Council Member Biggs - yes**

**Council Member Pazan - yes  
Council Member Surrago - abstain  
Council Member Nogara - abstain**

**3. Resolution Approving Sports Organization**

**Resolution No. 116-12**

**Offered by Council Member Biggs**

**Seconded by Orseck**

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**RESOLUTION APPROVING SPORTS ORGANIZATION**

**WHEREAS, in accordance with the provisions of Borough ordinance §4-29, the Borough of Glen Rock has established a Recreation Department with the authority to conduct a recreation program within the Borough; and**

**WHEREAS, on May 6, 2002, the Mayor and Council adopted a policy on ballfield usage (the “Policy”) which also governs the approval of all volunteer sports organizations for approval and use of Borough owned ballfields; and**

**WHEREAS, under the Policy and pursuant to Borough ordinance §4-30, the Recreation Advisory Committee, a/k/a Recreation Advisory Board (the “RAB”) is charged with the responsibility to coordinate and recommend all volunteer sports organizations that meet the terms and conditions of the Policy to utilize Borough ballfields consistent with the terms, conditions and provisions of the Policy; and**

**WHEREAS, Rock Raiders Baseball Club, a Glen Rock based volunteer sports organization consisting of a baseball team comprised of 17 children, all Glen Rock residents, with an average age of 11 years old, has applied to the RAB seeking its recommendation to the Governing Body for as a qualified sports organization satisfying the terms and conditions of the Policy to use Borough owned ballfields for its; and**

**WHEREAS, the RAB, having reviewed the presentation and submissions of the representative of Rock Raiders Baseball Club, has recommended that the Governing Body approve this organization as a qualified volunteer organization having satisfied the requirements of the Policy to utilize the Borough**

owned ballfields, subject to the scheduling and discretion of the Director - Parks and Recreation for Glen Rock, for a period of one (1) year, payment of a maintenance fee only of \$300.00 and to be re-evaluated by the RAB at the conclusion of the one (1) year period.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Glen Rock, as follows:

I. Rock Raiders Baseball Club, a Glen Rock based volunteer sports organization, based on the recommendation of the RAB and having met the criteria set forth in the Policy, is hereby approved as a qualified organization to use the Borough ballfields, subject to the following conditions:

1. Compliance by Rock Raiders Baseball Club, including its participants and coaches, of the provisions of the Policy;
2. Submission of proof of insurance consistent with the Policy;
3. Compliance by Rock Raiders Baseball Club, including its participants and coaches, with the direction and scheduling of the Director - Parks and Recreation regarding the use of the Borough Ballfields;
4. Payment of a \$300.00 maintenance fee; and
5. Termination of this approval shall occur one (1) year from the date herein, with the right to reapply to the RAB for review and reconsideration of its recommendation to the Governing Body for renewal of their approval as a qualified sports organization.

**ROLL CALL:**

<b>Council Member O’Hagan – yes</b>	<b>Council Member Pazan - yes</b>
<b>Council Member Orseck - yes</b>	<b>Council Member Surrago – yes</b>
<b>Council Member Biggs – yes</b>	<b>Council Member Nogara – yes</b>

**4. Resolution Authorizing Connection to the Stormwater Drainage System (353 Hamilton)**

Resolution No. 117-12  
Offered by Council Member Biggs  
Seconded by Orseck

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**RESOLUTION APPROVING CONNECTION TO STORMWATER DRAINAGE SYSTEM**

**WHEREAS**, John DeWan and Erin DeWan (the “Applicants”), owners of 353 Hamilton Avenue, Glen Rock, NJ (the “Property”), have submitted engineering plans for their Property proposing to install a drainage pipe from a new inlet located in their rear yard that connects to the existing stormwater drainage system in Hamilton Avenue; and

**WHEREAS**, the Borough Engineers, having reviewed the plans submitted for the Property, have provided their conditional approval subject to the Applicants receiving approval to the connection by the

Mayor and Council, as well as securing the necessary Road Opening and Sidewalk permits from the Borough; and

**WHEREAS**, the Borough previously granted the right to connect to the stormwater drainage system in Hamilton Avenue to a contiguous property owner based on the results of extensive engineering studies and analysis supporting the connection received during the pendency of protracted litigation involving both the Borough, Applicants and contiguous property owners, together with the approval of the Borough Engineer.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Glen Rock, that, based on the conditional approval received from Stantec, Borough Engineers, dated March 28, 2012, approval is hereby granted to John DeWan and Erin DeWan, owners of 353 Hamilton Avenue, Glen Rock, NJ, to install a drainage pipe from a new inlet located in their rear yard that connects to the existing stormwater drainage system in Hamilton Avenue in accordance with the plans approved by Stantec and currently on file in the office of the Glen Rock Building Department.

**ROLL CALL:**

<b>Council Member O'Hagan – yes</b>	<b>Council Member Pazan - yes</b>
<b>Council Member Orseck - yes</b>	<b>Council Member Surrago – yes</b>
<b>Council Member Biggs – yes</b>	<b>Council Member Nogara – yes</b>

**Motion to accept consent agenda by Council Member Biggs**

**Seconded by Council Member Orseck**

**ROLL CALL:**

<b>Council Member O'Hagan – yes</b>	<b>Council Member Pazan - yes</b>
<b>Council Member Orseck - yes</b>	<b>Council Member Surrago – yes</b>
<b>Council Member Biggs – yes</b>	<b>Council Member Nogara – yes</b>

**4. ORDINANCE**

**Ordinance Procedure # 1662 (Lots in front of Recycling Center)**

**Date of Introduction: May 9, 2012**

**Council Resolution # 118-12**

**Introduced by Council Member Pazan**

**Seconded by Council Member Surrago**

**Be It Resolved by the Borough Council of the Borough of Glen Rock that of AN ORDINANCE AUTHORIZING THE GRANT OF CONSERVATION RESTRICTION AGREEMENT COVERING BLOCK 46, LOTS 4 AND 4.02**

Heretofore introduced and does now pass on first reading, and that the said Ordinance be further considered for final passage at a meeting to be held on May 23, 2012 at 8:00 p.m., or as soon thereafter as the matter can be reached, at the Municipal Building in the Borough of Glen Rock, and that at such time and place all persons interested be given an opportunity to be heard concerning said ordinance, and that the Borough Clerk is hereby authorized and directed to publish said ordinance in the Bergen Record according to law with a notice of its introduction and passage on first reading and of the time and place when and where said ordinance will be further considered for final passage.

**ROLL CALL:**

**Council Member O’Hagan - yes**  
**Council Member Orseck – yes**  
**Council Member Biggs - yes**

**Council Member Pazan - yes**  
**Council Member Surrago - yes**  
**Council Member Nogara - yes**

**GRANT OF CONSERVATION RESTRICTION/EASEMENT  
(Transition Area and Adjacent Wetlands)**

This Grant of Conservation restriction is made this \_\_\_day of May, 2012, by Borough of Glen Rock, whose address is 1 Harding Plaza, Glen Rock, NJ 07452, County of Bergen, State of New Jersey, (hereinafter referred to as “Grantor”), in favor of the State of New Jersey Department of Environmental Protection, (hereinafter referred to as the “Grantee”).

**WITNESSETH:**

**WHEREAS**, the Grantor is the owner in fee simple of certain real property located in the Borough of Glen Rock, County of Bergen, New Jersey, designated as Lot 4 and 4.02, Block 46 on the official Tax Map of the Borough of Glen Rock, County Clerk; (“the Property”); and

**WHEREAS**, the Grantor has obtained a Transition Area Waiver, NJDEP File No. 0222-01-1001.4; FWW 110001 (TAW A/P), and 110002 (LOI), pursuant to the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., and the Freshwater Wetlands Protection Act, 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 Grantors recording of a Grantee approved deed restriction, 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 a plan, entitled “Topographic Survey of Lands Now or Formerly of the Borough of Glen Rock, Bergen County, State of New Jersey” (sheet 1 of 1), prepared by Stantec, dated July, 2011, attached hereto as **Exhibit B** (hereinafter “the Plan”), and more particularly described on a legal description of the Restricted 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 13:1D-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 by N.J.S.A 13:9B, 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 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 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 designated as the restricted Area as shown in Exhibit B and as described in Exhibit C.
2. 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) Installation of structures;
  - (d) Placement of pavement;
  - (e) Destruction of plant life which would alter the existing pattern of vegetation;
  - (f) The use of fertilizers, herbicides or pesticides;
  - (g) taking any action to alter the hydrology of the Restricted Area;
  - (h) Any other activities constituting a regulated activity under N.J.A.C. 7:7A-2.6, as amended, (regulated activities in transition areas”); and
  - (I) Any other activities constituting a regulated activity under the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq. Or N.J.A.C. 7:7A-2.2 (a) and 2.2 (b), as amended (“Regulated activities in freshwater wetlands and State open waters”).
3. The boundaries of the restricted Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantee’s choosing, and to the Grantee’s satisfaction, within 30 days of recording this Deed, Examples include fence posts, pipe in the ground, survey markers, or 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 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 put 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 Restricted Area, 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 the 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 Violation;

(b) to enter upon the restricted Area and to take action to terminate and/or cure such Violation and/or cause the restoration of that portion of the Restricted Area affected by such Violation to the condition that existed prior thereto, or;

(c) To seek or enforce such other legal and/or equitable relief of 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 restricted Area, 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 his 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 Grantor 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 Restricted Area.

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: Borough of Glen Rock  
1 Harding Plaza  
Glen Rock, NJ 07452  
Attn: Borough Administrator

To Grantee: State of New Jersey  
Department of Environmental Protection  
Division of Land Use Regulation  
And its successors and assigns  
As of this date of this Conservation Restriction/ Easement,  
Grantee's address for the purpose of notice is:  
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  
And its successors and assigns  
As of the date of this Conservation Restriction/Easement,

Grantee's address for the purposes of notice relating to paragraph 6 is:  
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. The Grantor reserves to itself, its successors or assigns, all rights as owners of the Property, including the right to engage in all uses of the Restricted Area not inconsistent with the purpose of this Conservation restriction/ Easement and the right to manage the Restricted Area in accordance with 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, including but not limited to N.J.A.C. 7:7A-2.6(b) ("Non-regulated activities in transition area") and N.J.A.C. 7:7A-2.2© ("Non-regulated activities in freshwater wetland and State open waters").

15. This instrument conveys no additional right of access by the general public to any portion of the property.

16. 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 Exhibits A or 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.

17. 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.

18. 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.

19. 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.

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

21. In the event of a conflict between this Conservation Restriction/Easement and the final plans and specifications approved by the Grantee in writing pursuant to the Transition Area Waiver, the latter shall govern.

22. Taxes, Insurance.

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 Property and Restricted Area. Grantor shall keep the Property and Restricted Area 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 Property and Restricted Area. 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 Property and Restricted Area or to take such other actions as may be necessary to protect the Grantee's interest in the Property and Restricted Area and to assure the continued enforceability of this Conservation Restriction/Easement.

23. Miscellaneous.

a. The law of 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 supersede all prior discussions, negotiations, understandings or agreement 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 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 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 may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

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

a. The modification results in any 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.

25. If the Grantee approves the Grantors modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for review and approval:

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 justifications 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.

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

27. 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** onto 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 its 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 Bergen County Clerk.

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**Ordinance Procedure: # 1661 (Central Avenue Parking)**

**Date of Final Reading: May 9, 2012**

**Date of Introduction: April 25, 2012**

A motion to open public discussion on this ordinance was made by Council member O’Hagan, seconded by Council member Nogara. All were in favor

A motion to close public discussion on this ordinance was made by Council member O’Hagan, seconded by Council member Nogara. All were in favor.

**Council Resolution #119-12**

**Introduced: Council Member O’Hagan**

**Seconded Council Member Nogara**

**AN ORDINANCE TO AMEND CHAPTER 216 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF GLEN ROCK - 1971 AS AMENDED ENTITLED "VEHICLES AND TRAFFIC"; BEING AN ORDINANCE REGULATING THE PARKING AND OPERATION OF VEHICLES WITHIN THE BOROUGH; TO LIMIT PARKING ON CENTRAL AVENUE**

**Be passed upon second and final reading, and that the Borough Clerk be, and is hereby authorized and directed, to advertise the same according to law by publishing the same by title in the Bergen Record.**

**ROLL CALL:**

**Council Member O’Hagan - yes**

**Council Member Orseck – yes**

**Council Member Biggs - yes**

**Council Member Pazan - yes**

**Council Member Surrago - yes**

**Council Member Nogara - yes**

**BOROUGH OF GLEN ROCK  
ORDINANCE NO. 1661**

**AN ORDINANCE TO AMEND CHAPTER 216 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF GLEN ROCK - 1971 AS AMENDED ENTITLED "VEHICLES AND TRAFFIC"; BEING AN ORDINANCE REGULATING THE PARKING AND OPERATION OF VEHICLES WITHIN THE BOROUGH; TO LIMIT PARKING ON CENTRAL AVENUE**

**BE IT ORDAINED** by the Borough Council, the Borough of Glen Rock, County of Bergen, State of New Jersey, as follows:

**Section I** - Chapter 216 of the Revised General Ordinances of the Borough of Glen Rock 1971 as amended being an Ordinance entitled "Vehicles and Traffic" is hereby amended as to the following section:

1. Subsection 216-30 entitled “Schedule III: Time Limit Parking” is hereby amended by adding thereto the following:

<b>Name of Street Side</b>	<b>Time Limit</b>	<b>Location</b>
Central Ave.	West Monday through Friday; 4 hours	From Rock Road to a point 50' short of Park View Place thereof.

**Section II.** **VALIDITY-SEVERABILITY** If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be held invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this Ordinance but such judgment shall be confined in its operation to the section, paragraph, subdivision or clause directly involved in the controversy in which said judgment shall have been rendered.

**Section III** All Ordinances or parts of Ordinances inconsistent with the provisions hereof are hereby repealed.

**Section IV** This Ordinance shall take effect upon passage as required by law.

**5. MEETING OPEN TO THE PUBLIC:** (Before speaking at the meeting, each **person must state their name and address. 5 minute limit**)

**6. ADJOURNMENT**

**Motion to adjourn the meeting was made by Council member Surrago  
Seconded by Council member Orseck  
Meeting adjourned at 8:20 p.m.**