

**TOWNSHIP OF HOPEWELL  
MERCER COUNTY, NEW JERSEY**

**ORDINANCE NO. 24-1818**

**ORDINANCE AUTHORIZING THE ACQUISITION OF AN 86% INTEREST IN A CONSERVATION EASEMENT PLACED ON CERTAIN REAL PROPERTY KNOWN AS THE CARCAGNO PROPERTY LOCATED AT BLOCK 50, LOT 6 ON THE HOPEWELL TOWNSHIP TAX MAP AND AUTHORIZING EXPENDITURE OF HOPEWELL TOWNSHIP OPEN SPACE FUNDS FOR SUCH ACQUISITION AND APPLICATION FOR AND ACCEPTANCE OF GREEN ACRES FUNDS FOR REIMBURSEMENT AND FURTHER AUTHORIZING ACCEPTANCE OF THE CONSERVATION AND PUBLIC ACCESS EASEMENT DEED FROM GEORGE CARCAGNO AND ANNE CARCAGNO AND TRANSFER OF THE TOWNSHIP OF HOPEWELL'S INTEREST IN SAME TO D&R GREENWAY LAND TRUST**

**WHEREAS**, the Township of Hopewell, Mercer County, New Jersey seeks to preserve open space in the Township through the use of the Hopewell Township Open Space Trust Fund for the purposes of recreation and/or conservation; and

**WHEREAS**, George Carcagno and Anne Carcagno, husband and wife ("Carcagno") are the owners of approximately 84.175 acres of land located at Block 50, Lot 6 on the tax maps of the Township of Hopewell (the "Property"), which Property has frontage on Pennington Harbourton Road; and

**WHEREAS**, a portion of the Property contains significant habitat, scenic and open space values including agricultural fields, mature deciduous upland forest and deciduous wooded wetlands and contains valuable resource qualities; and

**WHEREAS**, the Friends of Hopewell Valley Open Space ("FOHVOS") is a non-profit corporation dedicated to the conservation and stewardship of open space and farm land; and

**WHEREAS**, FOHVOS has entered into an agreement to purchase and impose a conservation easement ("Conservation Easement") on the Property from Carcagno for the sum of \$700,000.00; and

**WHEREAS**, the Conservation Easement shall consist of an approximately 13 acre public access area with trail corridor and an approximately 60 acre conservation area, with the balance of the Property consisting of a 5 acre non-severable residential exception area and a 7 acre severable exception area; and

**WHEREAS**, FOHVOS has requested that the Township contribute the sum of \$305,535.00, toward the acquisition and preservation of the Property as open space, and receive an 86% undivided ownership interest in the Property; and

**WHEREAS**, in addition to the Township's contribution, FOHVOS has also sought funding contributions from the State of New Jersey Green Acres Program, the County of Mercer and D&R Greenway Land Trust; and

**WHEREAS**, FOHVOS represents that, upon closing, approximately 72 acres of the Property will be subject to preservation pursuant to the State of New Jersey Green Acres rules and regulations (N.J.S.A. 13:8C-1, et seq., and N.J.A.C. 7:36); and

**WHEREAS**, the Hopewell Township Committee agrees that the purchase of the Conservation Easement and preservation of the Property would benefit the citizens of Hopewell Township and would be a positive contribution to the Township's open space inventory, and believes that it is in the best interest of the citizens of the Township to participate with FOHVOS in the acquisition of Conservation Easement on the Property; and

**WHEREAS**, the Local Lands and Buildings Law permits municipalities to provide for, by Ordinance, the acquisition of any real property, capital improvement, or personal property by purchase, gift, devise, lease, exchange, condemnation or installment purchase (N.J.S.A. 40A:12-5); and

**WHEREAS**, N.J.S.A. 40A:12-5 authorizes the Township to acquire said properties upon such terms as the Township deems reasonable; and

**WHEREAS**, FOHVOS and the Township have agreed to enter into an Assignment Agreement in which the Township will agree to acquire an 86% ownership interest in the Conservation Easement on Property at closing; and

**WHEREAS**, application has been made to the State of New Jersey Green Acres Grant Program for funds in the amount of \$305,535.00, which shall be used by the Township towards the acquisition of the Property, along with other grant funds of the State of New Jersey Green Acres Program, Mercer County Open Space Program and D&R Greenway Land Trust funds; and

**WHEREAS**, the Township desires to now officially authorize the participation in the acquisition of Conservation Easement on the Property and the expenditure of the Green Acres Grant Funds as aforesaid for obtaining an 86% interest in the Property and authorize the acceptance of the Conservation Easement for the purposes of promoting and protecting open space; and



**WHEREAS**, following closing, the Township wishes to convey its 86% ownership interest in the Conservation Easement to D&R Greenway Land Trust.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Committee of the Township of Hopewell, County of Mercer, State of New Jersey, that:

1. The Township, through its Mayor, Administrator, Clerk, Attorney and other appropriate officers and employees, is hereby authorized and directed to participate, with the Friends of Hopewell Valley Open Space (“FOHVOS”), in the acquisition for public purposes of a Conservation Easement on approximately 60 acres of land located on Pennington-Harbourton Road in the Township of Hopewell, designated as Block 50, Lot 6, with a maximum Township contribution, to be made from a Green Acres Program Grant, of Three Hundred Five Thousand Five Hundred Thirty-Five Thousand Dollars (\$305,535.00), for its preservation as open space, and acquire an 86% undivided interest in the Conservation Easement, with the remaining 14% interest conveyed to FOHVOS, and to accept the Conservation Easement from George Carcagno and Anne Carcagno for the Property. The Township’s participation shall be subject to meeting all relevant conditions of the Local Lands and Buildings Law, *N.J.S.A.* 40A:12-1 et seq., the Local Fiscal Affairs Law, *N.J.S.A.* 40A:5-1 et seq., and all other legal requirements.

2. Following the acquisition of the Conservation Easement, the Township, through its Mayor, Administrator, Clerk, Attorney and other appropriate officers and employees, is hereby directed to convey its 86% undivided interest in the Conservation Easement to D&R Greenway Land Trust.

3. The Township, through its Mayor, Administrator, Clerk, Attorney and other appropriate officers and employees, is hereby authorized and directed to use the New Jersey Department of Environmental Protection, Green Acres Program Grant Funds for said acquisition.

4. The Mayor and Clerk are hereby authorized and directed to execute, on behalf of the Township, a Funding Agreement/Agreement of Assignment of Interests, the terms and form of which shall have been reviewed and approved by counsel for the Township in consultation with the Township Administrator, for the acquisition of the Conservation Easement for open space purposes, subject to and containing the following essential terms:

a. The Township's contribution for the acquisition of the Conservation Easement on the Property shall not exceed the amount of Three

Hundred Five Thousand Five Hundred Thirty-Five Dollars (\$305,535.00).

- b. The Township shall receive an 86% interest in the Property, with FOHVOS receiving the remaining 14% interest.
- c. The Township's 86% interest in the Conservation Easement shall be transferred to D&R Greenway Land Trust immediately following closing.
- d. Approximately 60 acres of the property shall be preserved and subject to the regulations of the State of New Jersey Green Acres Program.
- e. FOHVOS and D&R Greenway Land Trust shall manage the Property for recreation and conservation purposes pursuant to the requirements of the Green Acres Program.


5. The Mayor, Township Administrator, Clerk, Engineer, Attorney, and other appropriate officers, employees, consultants and professionals, are hereby authorized and directed to undertake any and all such acts and execute any and all such documents as may be necessary to effectuate the purposes hereof.

6. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.


7. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

8. This Ordinance shall take effect upon adoption and publication in accordance with law.

Date Introduced: February 5, 2024  
Date Advertised: February 9, 2024  
Date Adopted: February 20, 2024

  
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Courtney Peters-Manning  
Mayor

Attest:

  
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Katherine Fenton-Newman  
Municipal Clerk