

**TOWNSHIP OF HARDYSTON**

**ORDINANCE 2026-02**

**AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HARDYSTON, COUNTY OF SUSSEX, AND STATE OF NEW JERSEY AUTHORIZING A SPECIAL ASSESSMENT FOR THE DEER TRAIL LAKE COUNTRY CLUB INC. DAM REPAIR PURSUANT TO A DAM RESTORATION LOAN FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION'S DAM RESTORATION AND INLAND WATER LOAN PROGRAM**

**WHEREAS**, the Fawn Lake Dam is owned by Deer Trail Lake Country Club, Inc. ("Deer Trail Lake"), a private lake community located in Stockholm, NJ, and has been determined to be in need of certain repairs, improvements and/or restoration to be brought up to standards in compliance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.1 et seq.; and

**WHEREAS**, in 2022, Deer Trail Lake notified the Township of Hardyston that the Fawn Lake Dam, a high hazard dam, is in urgent need of repair, and that a successful application to the Dam Restoration Loan Program is the only viable pathway for Deer Trail Lake to address this need in the near-term future; and

**WHEREAS**, the 2003 Dam Bond Act, allocated ninety-five million (\$95,000,000.00) dollars to the 2003 Dam, Lake, and Stream Revolving Loan Fund, a revolving, non-lapsing fund ("2003 Fund") to provide loans, subject to the regulations set forth in Dam Restoration and Inland Waters Loan Program N.J.A.C. 7:24A-1.1 et seq., payable over twenty years (20), at two percent (2%) interest, to private lake associations, such as the Deer Trail Lake, to accomplish dam rehabilitation projects: and

**WHEREAS**, the 2003 Dam Bond Act specifically provides:

The cost of payment of the principal and interest on any loan made to the owner of a private dam, or to a private lake association, as a co-applicant with a local government unit, ***shall be assessed***, in the same manner as provided for the assessment of local improvements generally under chapter 56 of Title 40 of the Revised Statutes, ***against the real estate benefited thereby in proportion to and not in excess of the benefits conferred***, and such assessments shall bear interest and penalties from the same time and at the same rate as assessments for local improvements in the municipality where they are imposed, and from the date of confirmation shall be a first and paramount lien upon the real estate assessed to the same extent, and be enforced and collected in the same manner, as assessments for local improvements. P.L. 2003, Chapter 162, 5f(1). and;

**WHEREAS**, Deer Trail Lake indicated its intent, accordingly, to apply for a Dam Restoration Loan ('Dam Loan Application') via the New Jersey Department of Environmental Protection ('NJDEP') Dam Restoration and Inland Water Loan Program; and

**WHEREAS**, pursuant to N.J.A.C. 7:24A-1.1 et seq. the NJDEP requires the Township of Hardyston to serve as co-applicant with Deer Trail Lake wherein a private lake dam restoration is to occur,

**WHEREAS**, the NJDEP requires the municipal government in the municipality wherein a private lake dam restoration is to occur to act as co-borrower of funds in the event of default by the private lake association; and

**WHEREAS**, Deer Trail Lake requested that the Township commit to act as co-borrow for purposes of its Dam Loan Application; and

**WHEREAS**, the Township in 2022 approved Resolution #14-22, tentatively committing to serve as co-borrower in connection with the Dam Loan Application, subject to certain conditions; and

**WHEREAS**, the Township's tentative commitment pursuant to Resolution #14-22 was contingent upon the Township approving subsequent legislation and entering into a co-borrower agreement with Deer Trail Lake whereby the Township reserves the power to levy a special assessment ("Special Assessment") against both the residential and/or common properties of Deer Trail Lake for the repayment of any Dam Restoration Loan for which the Township is co-borrower; and

**WHEREAS**, the Township made clear that it would not enter into a co-borrower agreement with Deer Trail Lake and serve as co-borrower any Dam Restoration Loan until the Township had first approved legislation establishing its power to levy the Special Assessment; and

**WHEREAS**, Deer Trail Lake has provided the Township with a letter from the NJDEP indicating acceptance by NJDEP of Deer Trail Lake's Dam Loan Application, as well as a loan agreement between NJDEP, Deer Trail Lake, and the Township (the 'Loan Agreement'); and

**WHEREAS**, pursuant to the Loan Agreement, Deer Trail Lake would obtain through the Dam Restoration Loan Program a loan of two million four hundred twenty thousand (\$2,420,000) dollars to finance its repair of the dam on Fawn Lake (the "Project"); and

**WHEREAS**, the Loan Agreement cannot become effective unless/until executed by the Township and until the Township and Deer Trail Lake execute a separate co-borrower agreement; and

**WHEREAS**, the final costs of the project will not be determined until the dam repairs and renovations are complete; and

**WHEREAS**, N.J.S.A. 58:4-12 authorizes the Township to assess the amount of the principal, interest, and costs for the loan against the real property benefited by the loan, together with interest and penalties; and

**WHEREAS**, N.J.S.A. 58:4-12 authorizes the collection of the Assessment in the same manner as assessments for local improvements; and

**WHEREAS**, the Mayor and Township Council are aware of the importance of ensuring that the Project be successfully completed.

**NOW, THEREFORE BE IT ORDAINED** by the Township Council of the Township of Hardyston, County of Sussex, State of New Jersey, as follows:

- 1) The Township is empowered to levy a special assessment (the "Special Assessment") for the full cost of the principal, interest, and any associated costs, fees, or penalties expended to complete the improvements and repairs of the Fawn Lake dam (the 'Project), including, but not limited to, administrative costs/expenses and such costs, fees and expenses for professionals, appraisals/assessments, advertising, financing, engineers/surveyors, inspections, legal fees, fees/costs to acquire or condemn property, and litigation costs/expenses to the satisfaction of the New Jersey Department of Environmental Protection, together with all costs associated with establishing and enforcing the Special Assessment, as provided pursuant to N.J.S.A. 58:4-12 and N.J.S.A. 40:56-1 et seq. and as otherwise authorized in accordance with applicable law.
- 2) Pursuant to N.J.S.A. 58:4-12 and N.J.S.A. 40:56-1 et seq., the reasonable and necessary costs associated with establishing and enforcing the Special Assessment herein shall include but not be limited to the repayment of the loan monies, the interest thereon, any associated penalties, late payments and other charges imposed in connection therewith, costs incidental to the special assessment process, and administrative expenses including costs required for the completion of an appraisal report necessary to determine the proper allocation of the Special Assessment.
- 3) The procedures for making and collecting this prospective Special Assessment, which are set forth in N.J.S.A. 40:56-1 et seq. and N.J.S.A. 40:49-6, have been and shall be properly followed, with the prospective Special Assessment constituting a first and paramount lien on the affected property pursuant to N.J.S.A. 40:56-33 and with a record of same being maintained in accordance with N.J.S.A. 40:56-41.3.
- 4) The Township will not contribute to the repayment of any part of the costs of the Project.
- 5) The Township Clerk shall cause a notice of this proposed Special Assessment to be mailed to the owners of real estate impacted by the Special Assessment prior to the future Special Assessment for the Project. The notice shall contain a description of the property impacted sufficiently to identify it. Such notice shall be served in accordance with law and proof of service shall be filed with the tax office within ten (10) days after such service. A copy of the list of affected properties is attached to this Ordinance as Exhibit A.
- 6) The Township Manager, Clerk, and Mayor are authorized to execute the Co-Borrower Agreement in connection with the Fawn Lake Dam restoration loan.

- 7) Upon execution of the Co-Borrower Agreement, the Township Manager, Clerk and Mayor are authorized to execute the Fawn lake Dam restoration loan agreement as Co-Borrower.
- 8) If any section or provision of this Ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.
- 9) All ordinances of the Township of Hardyston, which are inconsistent with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency.
- 10) This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

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Stanley J. Kula, Mayor

ATTEST:

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Jane Bakalarczyk, RMC, Municipal Clerk

**NOTICE**

**TAKE NOTICE** that the above entitled ordinance was introduced at a regular meeting of the Township Council of the Township of Hardyston on January 28, 2026 and will be considered for final passage after public hearing at a regular meeting of the Township Council of the Township of Hardyston to be held on February 25, 2026 at 7:00pm in the Municipal Building, 149 Wheatsworth Road, Hardyston, New Jersey 07419.

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Jane Bakalarczyk, RMC, Municipal Clerk

## EXHIBIT A

<u>Block</u>	<u>Lot</u>	<u>Property Location</u>
33	2.01	2 ALPINE RD
33	9.07	5 ALPINE RD
33	3	6 ALPINE RD
33	9.08	9 ALPINE RD
33	4	12 ALPINE RD
33	5	16 ALPINE RD
33	8	18 ALPINE RD
33	9.01	19 ALPINE RD
34	11	1 BEECH CT
34	12	3 BEECH CT
34	14	7 BEECH CT
34	15	9 BEECH CT
34	16	11 BEECH CT
36	9.15	1 BUCK HAVEN TR
36	9.05	2 BUCK HAVEN TR
36	9.14	3 BUCK HAVEN TR
36	9.13	5 BUCK HAVEN TR
36	9.07	6 BUCK HAVEN TR
36	9.12	7 BUCK HAVEN TR
36	9.08	8 BUCK HAVEN TR
36	9.11	9 BUCK HAVEN TR
36	9.09	10 BUCK HAVEN TR
36	9.10	11 BUCK HAVEN TR
26	2	4 CUB LN
25	1.02	5 CUB LN
26	3	6 CUB LN
36	11.03	2 DEER TR

23	2.02	4 DEER TR
22	5	7 DEER TR
23	2.01	8 DEER TR
22	4	9 DEER TR
22	3	11 DEER TR
22	2	15 DEER TR
25	2	16 DEER TR
22	1.02	17 DEER TR
25	1.01	18 DEER TR
25	4	20 DEER TR
22	1.01	21 DEER TR
30	1	25 DEER TR
30	2	27 DEER TR
31	4	28 DEER TR
30	3	29 DEER TR
31	3	30 DEER TR
30	4	31 DEER TR
31	2	32 DEER TR
30	5	35 DEER TR
30	6	37 DEER TR
31	1.04	38 DEER TR
30	7	39 DEER TR
31	1.05	40 DEER TR
34	1.01	43 DEER TR
33	9.04	44 DEER TR
33	9.05	46 DEER TR
34	2	47 DEER TR
33	10	50 DEER TR
34	3	51 DEER TR
33	13	52 DEER TR
34	4	53 DEER TR
33	14	54 DEER TR
33	15	56 DEER TR
34	6	57 DEER TR
33	16	58 DEER TR
21	15.02	59 DEER TR
33	17	60 DEER TR
21	16	61 DEER TR
36	9.04	1 DOE RUN
36	9.03	3 DOE RUN
36	9.16	6 DOE RUN

36	9.02	7 DOE RUN
36	9.17	8 DOE RUN
36	9.35	9 DOE RUN
36	9.34	11 DOE RUN
36	9.24	14 DOE RUN
36	9.33	15 DOE RUN
36	9.25	16 DOE RUN
36	9.32	17 DOE RUN
36	9.26	18 DOE RUN
36	9.31	19 DOE RUN
36	9.27	20 DOE RUN
36	9.30	21 DOE RUN
33	9.02	22 DOE RUN
36	9.29	23 DOE RUN
33	9.12	24 DOE RUN
36	9.28	25 DOE RUN
33	9.11	26 DOE RUN
33	6	27 DOE RUN
33	9.10	28 DOE RUN
34	8	3 DOGWOOD TR
34	9.01	5 DOGWOOD TR
21	15.01	6 DOGWOOD TR
21	14	10 DOGWOOD TR
34	9.02	11 DOGWOOD TR
21	13	14 DOGWOOD TR
21	12	18 DOGWOOD TR
21	11	22 DOGWOOD TR
34	9.03	25 DOGWOOD TR
21	10	26 DOGWOOD TR
34	9.04	29 DOGWOOD TR
21	9	30 DOGWOOD TR

21	8	32 DOGWOOD TR
21	7	34 DOGWOOD TR
29	5	2 FAWN LAKE RD
29	4	4 FAWN LAKE RD
31	5	5 FAWN LAKE RD
29	3	6 FAWN LAKE RD
29	2	8 FAWN LAKE RD
32	1	9 FAWN LAKE RD
32	2	11 FAWN LAKE RD
32	3	13 FAWN LAKE RD
28	1	14 FAWN LAKE RD
32	4	15 FAWN LAKE RD
32	5.01	19 FAWN LAKE RD
32	5.03	21 FAWN LAKE RD
33	1	22 FAWN LAKE RD
32	6	23 FAWN LAKE RD
33	2.02	24 FAWN LAKE RD
32	7	25 FAWN LAKE RD
33	2.03	26 FAWN LAKE RD
32	8	27 FAWN LAKE RD
33	2.04	28 FAWN LAKE RD
32	9	29 FAWN LAKE RD
32	10.01	31 FAWN LAKE RD

33	2.06	32 FAWN LAKE RD
32	10.02	33 FAWN LAKE RD
33	2.07	34 FAWN LAKE RD
32	10.03	35 FAWN LAKE RD
32	11	37 FAWN LAKE RD
33	12	38 FAWN LAKE RD
33	11	40 FAWN LAKE RD
32	13	41 FAWN LAKE RD
32	14	43 FAWN LAKE RD
32	15	45 FAWN LAKE RD
28	5	5 FOX DEN LN
27	2	6 FOX DEN LN
28	6	7 FOX DEN LN
27	1	8 FOX DEN LN
23	1	2 FOX TR
25	3	3 FOX TR
24	6	6 FOX TR
26	1	7 FOX TR
24	4	10 FOX TR
26	8	11 FOX TR
26	7	15 FOX TR
26	6	17 FOX TR
28	4	20 FOX TR
26	5	21 FOX TR
28	2	26 FOX TR
29	1	29 FOX TR
27	4	1 LAUREL DR
24	2	2 LAUREL DR
27	5	3 LAUREL DR
27	6	5 LAUREL DR
24	1.01	6 LAUREL DR
27	7	7 LAUREL DR
24	1.02	10 LAUREL DR

29	6	1 PARTRIDGE RD
29	7	3 PARTRIDGE RD
25	1.03	4 PARTRIDGE RD
29	8.01	5 PARTRIDGE RD
29	8.02	7 PARTRIDGE RD
26	4	8 PARTRIDGE RD
29	9	9 PARTRIDGE RD
29	10	11 PARTRIDGE RD
36	9.23	1 WHITE TAIL CT
36	9.18	2 WHITE TAIL CT
36	9.22	3 WHITE TAIL CT
36	9.19	4 WHITE TAIL CT
36	9.21	5 WHITE TAIL CT
36	9.20	6 WHITE TAIL CT