TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
April 4, 2017, 7:30 P.M.

- Salute to the Flag
- Invocation
- Statement of Compliance with Open Public Meetings Act
- Roll Call:

  Council Members
  _____ Gabel  _____ Witte  _____ Kuser
  _____ Lyden  _____ Fitzpatrick  _____ Murphy
  _____ Golinski, Council President

  In Attendance
  _____ Mayor Andes  _____ Administrator Ward
  _____ Township Attorney Jansen  _____ Other: 

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PRESENTATIONS / CEREMONIAL MATTERS
(Presentations are coordinated in advance with the Council President and are limited to thirty (30) minutes or less)

PROCLAMATION
Autism Awareness Month

- Council Liaison/Committee Reports
- Mayor's Report
- Administrator's Report
- Correspondence

Public Portion (Please limit comments to a maximum of three (3) minutes)

Matters of Old/New Business

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ORDINANCES FOR ADOPTION
NONE

ORDINANCES FOR INTRODUCTION
NONE

ITEMS FOR DISCUSSION AND/OR ACTION
NONE
CONSENT AGENDA:

R-17-90: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to Mayoral Appointments to the Township Green Sustainability Committee and Municipal Alliance Committee

R-17-91: Resolution Authorizing Raffle Licenses in the Township of Denville

R-17-92: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-17-93: Resolution Authorizing the Issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control

R-17-94: Resolution Requesting Approval of Items of Revenue and Appropriation Pursuant to N.J.S.A 40A:4-87

NON-CONSENT AGENDA:

R-17-95: Resolution Authorizing Acceptance of Funds and the Execution of a Trails Construction Grant Agreement for the Muriel Hepner Bridge Replacement Project

R-17-96: Resolution Refunding the Payment of Taxes Overpaid Due to Judgment by the Tax Court of New Jersey in the Amount of $4,139.71

R-17-97: Resolution Authorizing the Award of a Contract for the Purchase of Two Lektriever Kardex Remstar Filing Systems in Accordance with State Contract A41261

R-17-98: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate Totaling $5,613.32 Plus Premium

R-17-99: Resolution Authorizing the Renewal of an Agreement with the United Bow Hunters of New Jersey for the Management of Deer

R-17-100: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to Mayoral Appointments to the Township Planning Board

MINUTES FOR ADOPTION

- March 21, 2017
MOTION TO ADJOURN
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO MAYORAL APPOINTMENTS TO THE TOWNSHIP GREEN SUSTAINABILITY COMMITTEE AND MUNICIPAL ALLIANCE COMMITTEE

WHEREAS, Thomas W. Andes, Mayor of the Township of Denville, wishes to appoint Rupande Mehta to the Township Green Sustainability Committee and Municipal Alliance Committee; and

WHEREAS, Mayor Andes is requesting the Council’s advice and consent for these appointments.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey that advice and consent is extended to the aforementioned appointments made by Mayor Thomas W. Andes.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.

Certification Date: ____________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
BE IT RESOLVED by the Municipal Council of the Township of Denville that the applications for the following raffles be approved and the Municipal Clerk be authorized to issue said licenses on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mountain Lakes Rowing Club Inc</td>
<td>Off-Premise 50/50</td>
<td>06/04/2017</td>
</tr>
<tr>
<td>Denville Fire Department Association</td>
<td>On-Premise 50/50</td>
<td>06/20/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/21/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/22/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/23/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/24/2017</td>
</tr>
<tr>
<td>Denville Fire Department Association</td>
<td>Wheels (9)</td>
<td>06/20/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/21/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/22/2017</td>
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<tr>
<td></td>
<td></td>
<td>06/23/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>06/24/2017</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at the Council meeting held on April 4, 2017.

Certification Date:                       Kathryn Bowditch-Leon, RMC Municipal Clerk
WHEREAS, on February 14, 2012, the Municipal Council confirmed sewer assessments for certain properties in the Township of Denville; and

WHEREAS, the resolution confirming said assessments authorized the payment of the assessments in yearly installments over a twenty year period commencing April 14, 2012; and

WHEREAS, certain property owners have failed to make their installment payments when they became due; and

WHEREAS, N.J.S.A. 40:56-35 provides in pertinent part that if any such installment shall remain unpaid for 30 days after the time when said payment shall become due, either the whole assessment shall immediately become due, or the governing body may, by resolution, permit any person who is delinquent in the payment of such an installment to pay only the amount of the delinquent payment due, plus accrued interest, and have the payment of said assessment placed back on the regular installment payment schedule; and

WHEREAS, the following property owners:

Ferrone

have petitioned the Council to permit the reinstatement of their original installment plan and have tendered to the Tax Collector the requisite amount to bring their accounts current in accordance with the above-referenced statute; and

WHEREAS, the Municipal Council wishes to allow the above referenced property owners to resume payment of their assessments on the original installment schedules approved for their properties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector be authorized to accept payment of the delinquent installments due, plus interest, from the above referenced property owners for their sewer assessments and that said property owners be permitted to pay all subsequent installments established for their properties over the balance of the twenty year installment period previously authorized by the Municipal Council.

BE IT FURTHER RESOLVED that should any of the above referenced property owners default on any future installments, the full amount of the sewer assessment shall become due.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on April 4, 2017.

Certification Date: ____________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
WHEREAS, the Denville P.R.I.D.E. Council has submitted an application for a Social Affair Permit; and

WHEREAS, the Municipal Council, the License Issuing Authority of the Township of Denville, has no objection to the granting of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, the issuance of said Social Affair Permit is not contrary to any Township ordinance, resolution, regulation or policy.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control for the following organization and event:

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denville P.R.I.D.E.</td>
<td>Annual</td>
<td>St. Francis</td>
<td>4/7/2017</td>
<td>6:30 to 9:30</td>
</tr>
<tr>
<td>Council</td>
<td>Awards</td>
<td>Residential</td>
<td></td>
<td>P.M.</td>
</tr>
<tr>
<td></td>
<td>Dinner</td>
<td>Community</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-87

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2017 in the sum of $7,000.00, which is now available from NJ Emergency Management Agency Assistance.

BE IT FURTHER RESOLVED that the like sum of $7,000.00 is hereby appropriated under the caption Emergency Management Agency Assistance.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017

Certification Date

Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS AND THE EXECUTION OF A TRAILS CONSTRUCTION GRANT AGREEMENT FOR THE MURIEL HEPNER BRIDGE REPLACEMENT PROJECT

WHEREAS, the Township of Denville applied for a Morris County Trails Construction Grant; and

WHEREAS, the grant will be used for the Muriel Hepner Bridge Replacement Project; and

WHEREAS, the Board of Chosen Freeholders has awarded a grant to the Township of Denville in the amount of $49,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted to accept the grant from the Morris County Board of Chosen Freeholders and for the Municipal Clerk and Mayor to sign the Trails Construction Grant Agreement.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.
RESOLUTION REFUNDING THE PAYMENT
OF TAXES OVERPAID DUE TO A JUDGMENT
BY THE TAX COURT OF NEW JERSEY

WHEREAS, it has been found that the following 2016 taxes have been overpaid due to a Judgment by the Tax Court of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher in the following name to refund said overpayment; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized and directed to forward the check to the Tax Collector to be delivered to said taxpayer after the refund has been recorded in the taxpayer's history file.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11101 3</td>
<td>Estate of Helen La Platte % Jean La Plate 21 Wetmore Avenue Morristown, NJ 07960</td>
<td>$4,139.71</td>
</tr>
</tbody>
</table>

Loc: 43 Smith Rd.

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.

Certification Date: ________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE OF TWO LEKTRIEVER KARDEX REMSTAR FILING SYSTEMS IN ACCORDANCE WITH STATE CONTRACT A41261

WHEREAS, The Township of Denville wishes to purchase two (2) Lektriever Kardex Remstar filing systems Model #125-1411X for the Municipal Building Construction Office; and

WHEREAS, said equipment can be purchased and installed by Garden State Office Systems & Equipment through State Contract No. A41261; and

WHEREAS, the maximum amount of the contract is $69,959.80 in accordance with the attached quotation; and

WHEREAS, public bids are not required when the purchase is made through a State contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law.

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that a contract for the purchase of two (2) Lektriever Kardex Remstar filing systems is hereby awarded to Garden State Office Systems & Equipment, in accordance with the terms and conditions contained in State Contract No. A41261 and the Mayor and Township Clerk are hereby authorized to execute same.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Municipal Clerk

Certification Date: April 4, 2017
**PRICE QUOTATION**

Garden State Office Systems & Equipment is a Category 2 Approved Small Business

GARDEN STATE OFFICE SYSTEMS & EQUIPMENT

**Space Saving Solutions**

TO: Township of Denville
Municipal Building
1 St. Mary's Place
Denville, NJ 07834-9998

We propose to furnish the material specified below at the prices quoted and under the conditions stated below and on the reverse side hereof.

Required by: Darlene J. Price, RPPO, QPA, Purchasing Agent
Sal Poli, Construction Official

Email: purchasing@denvillenj.org
spoli@denvillenj.org

State Contract 

```
LINE #:  Quantity  Catalog No.  DESCRIPTION  Unit  Per  Price 
62    2         195939.4  Base Unit          $18,544.00  Ea.  $37,088.00  
74    2         640735.8  Emergency Service Switch  372.80  Ea.  745.60  
79    2         5220140  Standing Work Counter  728.00  Ea.  1,456.00  
95    28        196030.1  Letter Tray Carrier  440.80  Ea.  12,342.40  
141   2         350421   T-O Control          288.00  Ea.  576.00  
149   2         531776.3  Overhead Light        1,037.60  Ea.  2,075.20  
162   2         1180348.0  Overlay Index       56.80  Ea.  113.60  
167   2         6054803  Imbalance Indicator   150.40  Ea.  300.80  
161   2         551293.4  Separated End Frame  2,256.00  Ea.  4,512.00  
```

**STATE CONTRACT - TOTAL:** ........................................... ........................................... ............................. ........................... $59,209.60

**OPEN MARKET - USED TRAYS**

```
LINE #:  Quantity  Catalog No.  DESCRIPTION  Unit  Per  Price 
246    2         TR-LT   Letter Trays          $43.70  Ea.  $10,750.20  
```

**TOTAL INVESTMENT:** ....................................................... ........................................... ........................................... $69,959.80

Includes: Inside Delivery, Freight & Installation

F.O.B. FACTORY

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of quantity ordered. Deliveries are subject to delays from fire, strikes, other causes beyond our control. We reserve the right to correct clerical errors. Orders resulting from this quotation are subject to the conditions printed on the reverse side of this sheet.

This quotation is being submitted in duplicate for your convenience. To order the items listed, merely sign and return one copy signifying your acceptance.

Quotations which include Inside Delivery also include storage for up to 30 days at a local warehouse. Charges for storage beyond 30 days will be prepaid and added to the final invoice.

Accepted by: ____________________________

Date: ____________________________

---

GARDEN STATE OFFICE SYSTEMS & EQUIPMENT

Email: searley@gsos-solutions.com
Office: 115 Campus Drive, Edison, NJ 08837-3937
Telephone: (732) 968-9200 X15 • Fax (732) 968-4822
Cell: (732) 306-1218
www.gardenstateofficesystems.com

By: STEVE EARLEY, Systems Specialist

Date: Revised – March 30, 2017
Terms: NET 30 DAYS

For MasterCard or Visa Method of Payment – ADD 3%.
# PRICE QUOTATION

Garden State Office Systems & Equipment is a Category 2 Approved Small Business

**GARDEN STATE OFFICE SYSTEMS & EQUIPMENT**

**TO:** Township of Denville
Municipal Building
1 St. Mary's Place
Denville, NJ 07834-9998

We propose to furnish the material specified below at the prices quoted and under the conditions stated below and on the reverse side hereof.

**Required by:** Darlene J. Price, RPPO, QPA, Purchasing Agent
Sal Poli, Construction Official

**Date:** Revised – March 30, 2017

**Terms:** NET 30 DAYS

**Email:** purchasing@denvillenj.org
spoli@denvillenj.org

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**State Contract**

<table>
<thead>
<tr>
<th>LINE #</th>
<th>Quantity</th>
<th>Catalog No.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>These (2) units will provide 3,427 Linear Filing Inches of storage. The Kardex Remstar Unit will be ADA compliant and provide the end user with the delivery of the Construction Files at the golden zone. This ergonomic spot is waist high and avoids the employee from lifting or bending to retrieve files. This unit will increase productivity when trying to retrieve files that are needed to complete the construction phase of many projects going on at the same time. The Kardex Remstar LEKTRIEVER allows a wheelchair bound employee to access the files at the same height and without restrictions.</td>
</tr>
</tbody>
</table>

THE TWO (2) LEKTRIEVERS WILL FIT INTO THE AREA DESIGNATED BY SAL POLI. THESE AREAS ARE OVER SUPPORT BEAMS THAT WERE CERTIFIED BY John Ruschke, PE, PMP, CME

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**F.O.B. FACTORY**

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. If based on specially printed forms, it presupposes your acceptance of overruns or underruns not exceeding 10% of quantity ordered. Deliveries are subject to delays from fire, strikes, other causes beyond our control. We reserve the right to correct clerical errors. Orders resulting from this quotation are subject to the conditions printed on the reverse side of this sheet.

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**Accepted by:**

**Date:**

---

**GARDEN STATE OFFICE SYSTEMS & EQUIPMENT**

By: STEVE EARLEY, Systems Specialist

**Email:** searley@gsos-solutions.com
**Office:** 115 Campus Drive, Edison, NJ 08837-3937
**Telephone:** (732) 968-9200 X15 • Fax (732) 968-4822
**Cell:** (732) 306-1218
**www.gardenstateofficesystems.com**
CONNECTIONS OF CONTRACT

(1) It is agreed by the purchaser that this contract, when accepted by the seller, is not subject to cancellation or to any verbal agreement or condition not stipulated in writing on it, and that

(2) Title to the goods described on the face hereof shall not pass until the purchase price is paid in full and purchaser hereby grants a security interest in said goods to secure payment and performance to seller. It is mutually agreed that the billing of such goods is for convenience only, and does not carry title with it, and that

(3) In case of default of payment, or in case of removal of said goods or any part thereof without the consent of the seller, or in the event the purchaser shall mortgage or part with the possession of said property, voluntarily or involuntarily, without the consent of the seller, the latter shall have the right to resume immediate possession of same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and cost shall be added thereto, and that

(4) In the event that sale, use or rental of the merchandise herein is subject to any Federal, State, Municipal or other tax, now or hereafter enacted, the amount of any such tax shall be added to the purchase or rental price.

(5) The size and weight of equipment requires careful assessment of the space and floor load capabilities and local building code requirements by the end-user or customer for the location where Equipment is to be installed. It is the end-user's or customer's sole responsibility to determine if surveys of the installation location need to be performed to meet the load capabilities and/or building codes.

(6) The seller shall not be liable for any delay in shipment or for failure to deliver the goods covered hereunder because of fire, strikes, war or other emergency, whether national or state, or due to controls, laws or regulations issued by any Nation or State, or any political subdivision thereof, or other causes beyond its control. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, FUNCTIONING OR CUSTOMER'S USE OF THE GOODS.

(7) All claims for shortage must be made within five (5) days from receipt of goods.

(8) RENTAL AGREEMENT (applicable if this order covers rental of equipment only.) I, (we) agree to rent the said machine(s) for the period specified on the face hereof, if said machine(s) is (are) not returned to seller at the expiration of such stipulated period, I, (we) agree that the rental shall continue, on the same terms and conditions until said machine(s) has (have) been returned to the seller and I, (we) further agree to pay promptly any rental accruing for such additional rental period, I (we) also agree to be responsible for the machine(s) covered by this order and to indemnify the seller for the loss, damage or destruction of said machine(s) due to any cause whatsoever.

(9) Any Equipment sold hereunder is warranted to be in satisfactory operating condition when delivered. Should any part prove defective in material or workmanship during the warranty period, replacement of same will be made without charge. Mechanical adjustments will be provided without charge during the warranty period. Buyer shall permit full and free access to perform these services when equipment is not portable; otherwise, Buyer shall at its expense return equipment for service. This warranty does not include replacement of parts due to misuse, neglect, damage, burned-out motors or fuses. THE FOREGOING WARRANTY AND LIMITATIONS ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

(10) To the extent any other written agreement between the parties specifically covering the sale of goods or rental of equipment is inconsistent herewith, such other written agreement shall take precedence over these standard conditions.

(11) The laws of the State of New Jersey shall apply.
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher to refund the amount shown below to the named lien holder; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized and directed to forward the check to the Tax Collector to be delivered to the following lien holder after proper notation has been made on the Tax Records.

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-049</td>
<td>61501</td>
<td>15</td>
<td>22 Brookview Rd</td>
<td>US Bank Cust Bv001 Trst &amp; Crdts</td>
<td>$5,613.32</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50 South 16th St, Ste 2050</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102-2513</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
WHEREAS, the Township Council of the Township of Denville is concerned with the significant impact of the growth of the white-tailed deer population inhabiting the Denville Township community, including deer/vehicle collisions, damage to ornamental plantings, Lyme's disease, and the reduction and/or elimination of native plant materials within the Township; and

WHEREAS, the Township of Denville has previously authorized the execution of an agreement with the United Bow Hunters of New Jersey to provide deer management services for the 2015-2016 and 2016-2017 seasons with an option to renew the terms of the agreement for the next two years consisting of the 2017-2018 and 2018-2019 seasons; and

WHEREAS, the Mayor and Council wish to renew the agreement with the United Bow Hunters of New Jersey for the additional two-year term commencing with the 2017-2018 deer hunting season on the terms which have been negotiated and agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Denville in the County of Morris, and State of New Jersey as follows:

A. That the Mayor and Township Clerk are hereby authorized and directed to execute the Renewal Agreement with the United Bow Hunters of New Jersey to provide deer management services to the Township for an additional two-year term to commence with the 2017-2018 deer hunting season.

B. That a copy of the Renewal Agreement is on file in the office of the Municipal Clerk for inspection by the public.

C. This Resolution shall take effect immediately.

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RENEWAL AGREEMENT

THIS AGREEMENT, made this day of , 2017, by and between:

TOWNSHIP OF DENVILLE,
A municipal corporation of the State of New Jersey, with offices at the Municipal Building, 1 St. Mary's Place, Denville, NJ 07834,

(Hereinafter, "Township")

and:

UNITED BOWHUNTERS OF NEW JERSEY
P.O. Box 11, Ringwood, NJ 07456

(Hereinafter "UBNJ")

WITNESSETH:

WHEREAS, the Township of Denville has a concern as to the overall deer population and its effect on the health and safety of the residents of the Township of Denville; and

WHEREAS, UBNJ has agreed to conduct a hunt on various Township properties and one private property within the Township solely for the purpose of a deer harvest that will protect the long term health and safety of the residents of the Township of Denville and the deer population.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties agree as follows:

Qualifications:

1. All UBNJ member hunters shall either possess a NJ FID card which matches the hunter's New Jersey Driver's License address or in the case of a member who chooses not to own firearms or a NJ FID card, the member shall have on file with UBNJ a letter from his/her local police department stating that he/she is not a convicted criminal or barred in any way from owning a firearm. All UBNJ hunters participating in this program shall have a valid NJ Archery Hunting License and will have successfully demonstrated archery proficiency with the hunting equipment
they use under guidelines set forth by UBNJ's community Deer Management Program Director.

**Management Plan:**

2. Each hunter shall adhere to the Denville Township Deer Management Plan, which sets forth and lists the number of hunt monitors, the process as to harvesting of deer, and appropriate notification with respect to hunting activities on Township property. The Management Plan, which may be viewed in the Municipal Clerk's office, is incorporated and made a part of this Agreement.

**Dates and Time:**

3. Each hunting activity permitted herein shall occur only during the periods of time as shall be specified by the NJ Division of Fish, Game & Wildlife in the printed game compendium applicable to the Township of Denville to be available on or about August of each year, which dates as set forth in the printed game compendium shall control for purposes of this Agreement. This Agreement is effective from the date of this Agreement through the 2018-2019 fall/winter hunting seasons. Hunting may occur only during hours as permitted by State law which is 30 minutes before sunrise through 30 minutes after sunset. As per State law, there shall be no hunting activities on Sundays on Township property.

**Reporting:**

4. The harvesting of deer shall include appropriate reporting that shall be supplied by the UBNJ Hunt Manager on a bi-monthly schedule starting on October 1 of each year of the term and ending one week after the close of the hunting season. All reports shall be due on the 1st and 15th of each month.

**Notice Requirements:**

5. Hunters will only be permitted to conduct such activity on lands as identified on the attached Exhibit A that have been recommended and approved by the Township Administration. Prior to any activity taking place on the property, access areas of the premises
must contain posted notices of hunting activity, which notice shall have been approved by the Township Administration and Animal Control Officer.

**Access Notification:**

6. Before entering a site, each hunter must contact the Police Department and notify the Police that they intend to hunt on the premises. They will also provide the Police Department with their full name and hunt zone as well as identification of the vehicle and license plate.

7. UBNJ will notify the Township of Denville's Animal Control Officer, Administration (Mayor and Township Administrator) and the Chief of Police of the hunt and harvest data via email in accordance with the harvest reports schedule outlined in paragraph 4 of this Agreement.

8. The UBNJ Denville Hunt Manager shall be responsible for coordinating the hunting on approved Township properties as he feels best suit the goals of the program. The Hunt Manager will have a minimum of three (3) monitors who shall assist and report directly to the Hunt Manager.

9. (A) In no event shall the Denville UBNJ deer management program result in the harvesting of more than two hundred (200) deer in total annually from Township properties by UBNJ hunters. UBNJ shall require that the first deer harvested for each archery season in DMZ 13 and 36 be a doe.

(B) The limits on the state game compendium shall control the harvest in DMZ 6.

(C) UBNJ shall allow its hunters to bank a doe. This means that they can take their entire doe requirement up front in the first archery season of each year of the term of this Agreement if the game laws allow unlimited antlerless harvest in DMZ 13 and 36.

10. UBNJ takes full responsibility for its actions and the conduct of all phases of the hunt.

11. UBNJ agrees that no firearms shall be used at anytime with respect to conducting the deer management services as provided for in this Agreement, except if same use is agreed
upon by both parties in writing and this Agreement is further modified to reflect such use.

12. UBNJ shall, during the term of this Agreement and not later than August 1st of each year of the term, provide the Township with a Certificate of Liability Insurance demonstrating $5,000,000 in liability coverage and naming the Township as an additional insured. The Township of Denville shall not be responsible for the actions of UBNJ and its hunters and monitors. UBNJ shall indemnify, defend and hold harmless the Township from and against all claims, demands, suits and liability (including the reasonable cost of investigating and defending such) for personal injury, property damage, or death, arising out of, or incidental to, the use of the Property by UBNJ, or any of its members, or any of their guests, agents, invitees or permittees.

13. A roster of all UBNJ authorized hunters and their complete contact information and vehicle description shall be supplied to the Chief of Police prior to the start of each season. Any updates or amendments shall be duly noted and supplied to the Denville Chief of Police within 24 hours of said change by the Hunt Manager.

14. The Township reserves the right to require that a maximum of 15% of the seasonal harvest be processed by a qualified venison processor in compliance with all applicable state and local health laws, statutes, regulations and ordinances, and subsequently donated to Hunters Helping the Hungry, at a fee between $10.00 and $100.00 a deer, not to exceed $100.00, which shall be paid by the Township of Denville.

15. If a hunter would like to keep a deer they have harvested, there will be no processing fee charged to the Township of Denville.

16. The Mayor and/or the Township Administrator may take action at any time to suspend the deer hunt for a period of twenty (20) days until such time that the Township Council can make a determination as to whether it wants to continue with the deer hunt.

17. The Mayor and/or the Township Administrator may take action at any time, at their sole discretion, to suspend the UBNJ's activities associated with the baiting of deer.

18. The Township Council may, upon providing notice to a principal of UBNJ, take
action to terminate this agreement, or any renewals thereof, without any further notice or liability on the part of the Township of Denville.

19. In the event of any incident of injury or violation of qualifications, access to land, or non-compliance with this plan, UBNJ shall immediately report same to the Township Administrator of the Township of Denville.

20. The term of this Agreement shall be for the period of two (2) years as set forth in paragraph 3. This Agreement may be renewed upon sixty (60) days advance notice to the Township for an additional term of two (2) years.

21. This Agreement is not assignable by either party.

22. UBNJ agrees to comply with the terms of Exhibit B attached hereto.

ATTEST

Kathryn Bowditch-Leon, RMC, Clerk

TOWNSHIP OF DENVILLE

By: ________________________________

Thomas W. Andes, Mayor

ATTEST/WITNESS

UNITED BOWHUNTERS OF NEW JERSEY

By: ________________________________
<table>
<thead>
<tr>
<th>UBNJ Name</th>
<th>Location Description</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Gun Club</td>
<td>Township property between chained fences between Tonneller Way and Casterline Drive, mostly under power lines 10701</td>
<td>28 acres, several lots</td>
</tr>
<tr>
<td>End of NorthRidge</td>
<td>Township property, block 10801, lot 9, large parcel at end of North Ridge Rd.</td>
<td>8 acres</td>
</tr>
<tr>
<td>Fire Tower</td>
<td>Township property, block 10003, lot 2, large parcel located between Zeek Rd. and fire tower access road</td>
<td>25 acres</td>
</tr>
<tr>
<td>Headley Court</td>
<td>Township property, block 10801 lot 9, large parcel at end of Headley court</td>
<td>10 acres</td>
</tr>
<tr>
<td>Hill Road</td>
<td>Township property, block 21201, lot 1, large parcel on the corner of Rt. 10 and Hill Rd. This property was deemed inaccessible in 2009. A commitment was made to cut an access path to this property.</td>
<td>7 acres</td>
</tr>
<tr>
<td>Knuth Farm</td>
<td>Township property, block 20003, lot 1. Hunting would occur in wooded area between soccer fields and Shoppes at Union Hill.</td>
<td>57 acres</td>
</tr>
<tr>
<td>Cosman Tract</td>
<td>Township property, block 21301, lot 5.02 located on the corner of Smith Road and Mt. Pleasant Turnpike</td>
<td>46 acres</td>
</tr>
<tr>
<td>Location</td>
<td>Description</td>
<td>Acres</td>
</tr>
<tr>
<td>------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Silver Lake</td>
<td>Township property, block 30803, lot 16, large parcel at corner of Rt. 10 and Park Rd.</td>
<td>10</td>
</tr>
<tr>
<td>Hussa Tract</td>
<td>Township property, block 40702, lot 47.01, large parcel at end of Hussa Place, beyond affordable housing. This property remains on list.</td>
<td>30</td>
</tr>
<tr>
<td>Flicker Terrace</td>
<td>Township property, block 41301, lot 1, located behind houses numbered 42 through 70 Birch Run Ave. It was hunted in 2009 but was not on the list.</td>
<td>23.7</td>
</tr>
<tr>
<td>Muriel Hepner Park</td>
<td>Township property, block 6004, lot 1</td>
<td>60</td>
</tr>
<tr>
<td>Towpath</td>
<td>Township property, various blocks and lots. Areas south and west of Hepner Park in the vicinity of Mary Ave. and former Morris Canal</td>
<td>16</td>
</tr>
<tr>
<td>Dock Rd.</td>
<td>Township property, block 62002, lot 1, large parcel, very remote Access from Vanderhoof Rd. and Dock Rd.</td>
<td>19</td>
</tr>
<tr>
<td>Hilcrest Rd.</td>
<td>Township property, block 60901, lot 2, large parcel behind water tower on Hilcrest Drive. Property also connects to DPW yard.</td>
<td>14</td>
</tr>
<tr>
<td>DPW</td>
<td>Township property, block 60801, lot 64 and 61, large parcel connects to Hilcrest property; access from DPW or dead end on Wendover Road.</td>
<td>31</td>
</tr>
<tr>
<td>Ford Road</td>
<td>Township property, block 60005, lot 5, large parcel on Ford Rd.</td>
<td>90</td>
</tr>
<tr>
<td>Location</td>
<td>Block Information</td>
<td>Acres</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Den Brook Rd. (off Mt. Pleasant Turnpike)</td>
<td>Blocks 21601, lot 10 and 20602, lot .01</td>
<td>14 acres and 22 acres</td>
</tr>
<tr>
<td>Redwood and Appletree</td>
<td>Block 21502, lot .01</td>
<td>8 acres</td>
</tr>
<tr>
<td>Silver Lake</td>
<td>Block 31501, lot 5</td>
<td>4 acres</td>
</tr>
<tr>
<td></td>
<td>Block 31501, lot 17</td>
<td>6.5 acres</td>
</tr>
<tr>
<td>Zeek Road</td>
<td>Block 1002, lot 4</td>
<td>22 acres</td>
</tr>
<tr>
<td>Zeek Road (Power station)</td>
<td>Block 10002, lot 2</td>
<td>27 acres</td>
</tr>
</tbody>
</table>
EXHIBIT "B"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY ____________________________________________

____________________________________________________
(Signature) (Title)

____________________________________________________
(Date)
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO A MAYORAL APPOINTMENT TO THE TOWNSHIP PLANNING BOARD

WHEREAS, Mark London, Planning Board Alternate #1, has notified the Mayor Thomas W. Andes of his resignation from the Township Planning Board; and

WHEREAS, it is in the Township's custom to have Alternate #2 to fill the unexpired term of Alternate #1 and to appoint someone to fill the unexpired term of Alternate #2; and

WHEREAS, Thomas W. Andes, Mayor of the Township of Denville, wishes to:

- appoint Kurt Schmidt to fill the unexpired term of former Alternate #1 Mark London, expiring December 31, 2018.
- appoint Mark Venis to fill the unexpired term of former Alternate #2 Kurt Schmidt, expiring December 31, 2017; and

WHEREAS, Mayor Andes is requesting the Council's advice and consent for these appointments, effective April 12, 2017.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey that advice and consent is extended to the aforementioned appointments made by Mayor Thomas W. Andes.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on April 4, 2017.

Certification Date: ________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk