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

Council Members
__ Murphy Buie __ Bergen Lyden __ Gabel, Council President

In Attendance
__ Mayor Andes __ Township Attorney Jansen __ Administrator Ward

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

R-19-49: Resolution Appointing Board of Adjustment Members for the Township of Denville

• 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

ORDINANCES FOR ADOPTION

03-19: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Acquisition of Block 21201, Lot 6, 65 Cooper Road and Hill Road from the Roman Catholic Diocese of Paterson

04-19: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Donation of Block 70501, Lots 505, 508 and 511, from Protect Our Wetlands, Water and Woods ("POWWW")
ORDINANCES FOR INTRODUCTION

05-19: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, to Amend and Supplement Chapter 4, General Licensing, of the Township Code to Establish Section 4-16, Games of Chance

ITEMS FOR DISCUSSION AND/OR ACTION
NONE

RESOLUTIONS

CONSENT AGENDA:

R-19-50: Resolution Authorizing the Township of Denville to Enter into a "Renewal" Cooperative Pricing Agreement with the Cranford Police Department Cooperative Pricing System, Hereinafter Referred to as the "Lead Agency" for the Conduct of Certain Functions Relating to the Purchase of Work, Materials and Supplies for their Respective Jurisdictions

R-19-51: Resolution Authorizing the Township of Denville to Enter into a "Renewal" Cooperative Pricing Agreement with the Somerset County Cooperative Pricing System, Hereinafter Referred to as the "Lead Agency" for the Conduct of Certain Functions Relating to the Purchase of Work, Materials and Supplies for their Respective Jurisdictions

R-19-52: Resolution Authorizing the Township of Denville to Enter into a "Renewal" Cooperative Pricing Agreement with the Educational Services Commission of New Jersey, Hereinafter Referred to as the "Lead Agency" for the Conduct of Certain Functions Relating to the Purchase of Work, Materials and Supplies for their Respective Jurisdictions

R-19-53: Resolution Authorizing the Township of Denville to Enter into a "Renewal" Cooperative Pricing Agreement with the Houston Galveston Area Council Cooperative Pricing System, Hereinafter Referred to as the "Lead Agency", for the Conduct of Certain Functions Relating to the Purchase of Work, Materials and Supplies for Their Respective Jurisdictions

R-19-54: Resolution Authorizing Contracts with Certain Approved State Contract Vendors for 2019 Pursuant to N.J.S.A. 40A:11-12a

R-19-55: Resolution Applying the Payment Amount from Judgment by the Tax Court of New Jersey to Open Taxes
R-19-56: Resolution Refunding the Payment of Overpaid 2019 Taxes
R-19-57: Resolution Refunding 2018 Taxes Paid by a Lien Holder
R-19-58: Resolution Granting Permission to Advertise and Accept Bids for a Two-Year Contract for General Contracting Services
R-19-59: Resolution Authorizing Raffle Licenses

NON-CONSENT AGENDA:
R-19-60: Resolution Authorizing the Transfer of Funds from the Affordable Housing Trust Fund for the Rental Assistance Program for Calendar Year 2019
R-19-61: Resolution Awarding a Contract to TruGreen Limited Partnership for Turf Maintenance Pursuant to Contract #CC-0110-17, Cooperative Pricing Bid #2-SOCCP

MINUTES FOR ADOPTION
• February 19, 2019

MOTION TO ADJOURN
RESOLUTION APPOINTING BOARD OF ADJUSTMENT MEMBERS FOR THE TOWNSHIP OF DENVILLE

WHEREAS, Township of Denville Board of Adjustment Regular Member Daniel Roman resigned from the Board effective January 17, 2019; and

WHEREAS, it is in the Township’s custom to have Alternate Member #1 appointed to fill the vacancy created by the resignation of a Regular Member, and to appoint Alternate #2 to fill the unexpired term of Alternate #1.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the following appointments to the Board of Adjustment are hereby made, effective March 6, 2019:

Krista Kussoff is appointed to fill the unexpired term of former Regular Member Daniel Roman, expiring December 31, 2019.

Christine Hong is appointed to fill the unexpired term of former Alternate #1 Krista Kusoff, expiring December 31, 2019.

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

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
ORDINANCE NO. 03-19

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Acquisition of Block 21201, Lot 6, 65 Cooper Road and Hill Road from the Roman Catholic Diocese of Paterson

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Acquisition of Block 21201, Lot 6, 65 Cooper Road and Hill Road from the Roman Catholic Diocese of Paterson

Be passed on Final Reading and that a Notice of Final Passage be published in the 03/13/2019 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 03/05/2019
ORDINANCE NO. 03-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY AUTHORIZING THE ACQUISITION OF BLOCK 21201, LOT 6, 65 COOPER ROAD AND HILL ROAD FROM THE ROMAN CATHOLIC DIOCESE OF PATERSON

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., provides that a municipality may, by ordinance, provide for the acquisition of real property or an interest therein by purchase, gift, devise, lease, exchange; and

WHEREAS, the Roman Catholic Diocese of Paterson has agreed to convey BLOCK 21201, LOT 6, commonly known as 65 Cooper Road, consisting of approximately 9.03 acres of land to the Township in consideration of the payment of $825,000.00; and

WHEREAS, the said consideration is to be appropriated from the Open Space Trust Fund of the Township of Denville, County of Morris, State of New Jersey in the amount of $450,000 as well as a grant from the Morris County Open Space and Farmland Preservation Trust Fund in the amount of $375,000; and

WHEREAS, the Township has the funds to proceed with this acquisition; and

WHEREAS, the Contract of Sale is conditioned upon the Township receiving the aforesaid grant from the Morris County Open Space and Farmland Preservation Trust Fund; and

WHEREAS, the Mayor and Municipal Council of the Township of Denville have for many years determined that it is in the interest of the Township to acquire the said property for open space preservation purposes.

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

SECTION 1. The Township of Denville hereby authorizes the acquisition of BLOCK 21201, LOT 6, commonly known as 65 Cooper Road, totaling 9.03 acres for open space purposes for the total sum of $825,000.00, to be appropriated from the Open Space Trust Fund of the Township of Denville, County of Morris, State of New Jersey in the amount of $450,000 as well as a grant from the Morris County Open Space and Farmland Preservation Trust Fund in the amount of $375,000.

SECTION 2. The said land to be conveyed to the Township of Denville is described on the Contract for sale which is on file in the Municipal Clerk's Office.

SECTION 3. The Mayor and Municipal Clerk and all other proper officers and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance.

SECTION 4. No debt is to be authorized by the enactment and passage of this ordinance.

SECTION 5. All ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

ATTEST:

By: ____________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk

Thomas Andes, Mayor

Adopted:
ORDINANCE NO. 04-19

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Donation of Block 70501, Lots 505, 508 and 511, from Protect Our Wetlands, Water and Woods ("POWWW")

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing the Donation of Block 70501, Lots 505, 508 and 511, from Protect Our Wetlands, Water and Woods ("POWWW")

Be passed on Final Reading and that a Notice of Final Passage be published in the 03/13/2019 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 03/05/2019
ORDINANCE NO. 04-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY AUTHORIZING THE DONATION OF BLOCK 70501, LOTS 505, 508 AND 511, FROM PROTECT OUR WETLANDS, WATER, WOODS ("POWWW")

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., provides that a municipality may, by ordinance, provide for the acquisition of real property or an interest therein by purchase, gift, devise, lease, exchange; and

WHEREAS, POWWW has approached the Township with an opportunity to acquire the following properties:

Block 70501, Lot 505, known as 139 Hillcrest Drive;
Block 70501, Lot 508, known as 143 Hillcrest Drive; and
Block 70501, Lot 511, known as 157 Hillcrest Drive;

and

WHEREAS, Block 70501, Lots 505 and 511 are vacant land and a structure to be demolished is located on lot 508; and

WHEREAS, POWWW has applied for funding from the Morris County Open Space Trust Fund to acquire the properties from Bob Donaldson, the record owner of each parcel; and

WHEREAS, the Township will contribute $10,000 towards the purchase price of the properties, plus any and all such additional amounts necessary to cover costs associated with the acquisition by POWWW including but not limited to an appraisal of the property, legal fees, a survey and Phase I reports and any updates to same; and

WHEREAS, the Township will be responsible for the demolition of the structure located on Block 70501, Lot 508; and

WHEREAS, on or about the date that the properties are conveyed to POWWW, POWWW has agreed to deed the properties to the Township in accordance with the terms and conditions of the Amended and Restated Memorandum of Understanding between POWWW and the Township, said Amended and Restated Memorandum of Understanding being on file in the Township Clerk's Office;

WHEREAS, the Township has the funds available to proceed with this acquisition; and

WHEREAS, the Mayor and Municipal Council of the Township of Denville have determined that it is in the interest of the Township to accept the donation from POWWW of the said properties for open space purposes.

NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, as follows:
SECTION 1. The Township of Denville will accept the donation of the said properties under the terms and conditions set forth in the Amended and Restated Memorandum of Understanding between the Township and POWWW.

SECTION 2. The said land to be conveyed to the Township of Denville is described on the Contract for sale which is on file in the Township Clerk’s office.

SECTION 3. The Mayor and Municipal Clerk and all other proper officers and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance.

SECTION 4. No debt is to be authorized by the enactment and passage of this ordinance.

SECTION 5. All ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

ATTEST:

By: ____________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk

Thomas Andes, Mayor

Adopted:
BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, to Amend and Supplement Chapter 4, General Licensing, of the Township Code to Establish Section 4-16, Games of Chance

Be Introduced and Read by Title on First Reading:

COUNCIL PRESIDENT: MOTION TO INTRODUCE
DISCUSSION ON ORDINANCE
ROLL CALL ON INTRODUCTION

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, to Amend and Supplement Chapter 4, General Licensing, of the Township Code to Establish Section 4-16, Games of Chance

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 04-02-2019 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 3/5/2019
ORDINANCE NO. 05w19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, TO AMEND AND SUPPLEMENT CHAPTER 4, GENERAL LICENSING, OF THE TOWNSHIP CODE TO ESTABLISH SECTION 4w16, GAMES OF CHANCE

WHEREAS, the Township of Denville regulates games of chance and the issuance of bingo and raffle licenses within the Township in accordance with N.J.S.A. 5:8-1 et seq. and N.J.A.C. 13:47M1.1 et seq.; and

WHEREAS, N.J.A.C. 13:47w1.1 et seq. authorizes municipal governing bodies to delegate by ordinance the authority to approve the granting of bingo and raffle licenses to the municipal clerk; and

WHEREAS, the Municipal Council of the Township of Denville desires to delegate such authority to the Municipal Clerk.

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

SECTION 1. Chapter 3, Police Regulation, Section 3-8, Games of Chance, is hereby repealed.

SECTION 2. Chapter 4, General Licensing, is hereby amended to establish Section 4w16, Games of Chance, to read as follows:

"§ 4w16. Game of chance.

4w16.1. Sunday licenses.

The Municipal Council or the person duly authorized by the Municipal Council shall be permitted to issue a license for the holding, operating and conducting of all games of chance on the first day of the week, commonly known and designated as "Sunday." The requirements for the issuance of said license and for the manner of holding, operating or conducting such games of chance shall meet all of the other requirements of any federal, state, county or municipal statues, ordinances or regulations.

4w16.2. Issuing authority.

The Municipal Clerk is designated as the issuing authority, as defined by N.J.A.C. 14:47-1.1, and is authorized to approve the granting of bingo and raffle licenses. In the event that the Municipal Clerk has a conflict of interest or is otherwise unable to issue said license, the Municipal Council shall retain the authority. The Municipal Clerk shall from time to time notify the Municipal Council when raffle licenses are issued, but at least once every three (3) months.
SECTION 3. This ordinance may be renumbered for purposes of codification.

SECTION 4. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 6. This Ordinance shall take effect immediately upon final passage, approval, and publication in accordance with law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: APPROVED:

Kathryn Bowditch-Leon, RMC Mayor Thomas W. Andes
Municipal Clerk Townhip of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on , 2019

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE TOWNSHIP OF DENVILLE TO ENTER INTO A RENEWAL COOPERATIVE PRICING AGREEMENT WITH THE CRANFORD POLICE DEPARTMENT COOPERATIVE PRICING SYSTEM, HEREINAFTER REFERRED TO AS THE "LEAD AGENCY" FOR THE CONDUCT OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF WORK, MATERIALS AND SUPPLIES FOR THEIR RESPECTIVE JURISDICTIONS

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and the State of New Jersey as follows:

1. This Resolution shall be known and may be cited as the "Renewal" Cooperative Pricing Council Resolution of the Township of Denville.

2. Pursuant to the provisions of N.J.S.A. 40A:11-11 (5), the Municipal Council of the Township of Denville is hereby authorized to enter into a "Renewal" Cooperative Pricing Agreement with the Lead Agency or any other contracting unit for the purchase of work, materials and supplies.

3. The Lead Agency entering into contract on behalf of the Township of Denville shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A: 11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

4. This "Renewal" Cooperative Pricing Council Resolution shall be effective January 1, 2019 and shall extend the term of the Cooperative Pricing Agreement for a term of one year to expire December 31, 2019, unless terminated by either the Lead Agency or the Division of Local Government Services.

This Resolution shall take effect immediately upon final passage and publication according to law.

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

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE TOWNSHIP OF DENVILLE TO ENTER INTO A "RENEWAL" COOPERATIVE PRICING AGREEMENT WITH THE SOMERSET COUNTY COOPERATIVE PRICING SYSTEM, HEREINAFTER REFERRED TO AS THE "LEAD AGENCY" FOR THE CONDUCT OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF WORK, MATERIALS AND SUPPLIES FOR THEIR RESPECTIVE JURISDICTIONS

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and the State of New Jersey as follows:

1. This Resolution shall be known and may be cited as the "Renewal" Cooperative Pricing Council Resolution of the Township of Denville.

2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Municipal Council of the Township of Denville is hereby authorized to enter into a "Renewal" Cooperative Pricing Agreement with the Lead Agency or any other contracting unit for the purchase of work, materials and supplies.

3. The Lead Agency entering into contract on behalf of the Township of Denville shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

4. This "Renewal" Cooperative Pricing Council Resolution shall be effective January 1, 2019 and shall extend the term of the Cooperative Pricing Agreement for a term of one year to expire December 31, 2019, unless terminated by either the Lead Agency or the Division of Local Government Services.

This Resolution shall take effect immediately upon final passage and publication according to law.

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

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE TOWNSHIP OF DENVILLE TO ENTER INTO A "RENEWAL" COOPERATIVE PRICING AGREEMENT WITH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY, HEREINAFTER REFERRED TO AS THE "LEAD AGENCY" FOR THE CONDUCT OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF WORK MATERIALS AND SUPPLIES FOR THEIR RESPECTIVE JURISDICTIONS

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and the State of New Jersey as follows:

1. This Resolution shall be known and may be cited as the "Renewal" Cooperative Pricing Council Resolution of the Township of Denville.

2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Municipal Council of the Township of Denville is hereby authorized to enter into a "Renewal" Cooperative Pricing Agreement with the Lead Agency or any other contracting unit for the purpose of work, materials and supplies.

3. The Lead Agency entering into contract on behalf of the Township of Denville shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq..) and all other provisions of the revised statutes of the State of New Jersey.

4. This "Renewal" Cooperative Pricing Council Resolution shall be effective January 1, 2019 and shall extend the term of the Cooperative Pricing Agreement for a term of one year to expire December 31, 2019, unless terminated by either the Lead Agency or the Division of Local Government Services.

This Resolution shall take effect immediately upon final passage and publication according to law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Dated:  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE TOWNSHIP OF DENVILLE TO ENTER INTO A "RENEWAL" COOPERATIVE PRICING AGREEMENT WITH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PRICING SYSTEM, HEREINAFTER REFERRED TO AS THE "LEAD AGENCY", FOR THE CONDUCT OF CERTAIN FUNCTIONS RELATING TO THE PURCHASE OF WORK, MATERIALS AND SUPPLIES FOR THEIR RESPECTIVE JURISDICTIONS

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and the State of New Jersey as follows:

1. This Resolution shall be known and may be cited as the "Renewal" Cooperative Pricing Council Resolution of the Township of Denville.

2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Municipal Council of the Township of Denville is hereby authorized to enter into a "Renewal" Cooperative Pricing Agreement with the Lead Agency or any other contracting unit for the purchase of work, materials and supplies.

3. The Lead Agency entering into contract on behalf of the Township of Denville shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

4. This "Renewal" Cooperative Pricing Council Resolution shall be effective January 1, 2019 and shall extend the term of the Cooperative Pricing Agreement for a term of one year to expire December 31, 2019, unless terminated by either the Lead Agency or the Division of Local Government Services.

This Resolution shall take effect immediately upon final passage and publication according to law.

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

Certification Date:                         Kathryn Bowditch-Leon, RMC
                                        Municipal Clerk
RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS FOR 2019 PURSUANT TO N.J.S.A. 40A:11-12a

WHEREAS, the Township of Denville, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods and services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Denville has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Township of Denville intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, that the Purchasing Agent is hereby authorized to purchase certain goods and services from those approved New Jersey State Contract Vendors on the attached lists "A" and "B" pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.S(b), the certification of available funds shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Township of Denville and the Referenced State Contract Vendors, shall be from January 1, 2019 to December 31, 2019.

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

Certification Date:  

Kathryn Bowditch-Leon, RMC 
Municipal Clerk
<table>
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<th>Title</th>
<th>Vendor</th>
<th>Contract #</th>
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<td>x-21817</td>
<td>SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE</td>
<td>81346</td>
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</table>

https://www.state.nj.us/cgi-bin/treas/purchase/search.pl 2/19/2019
<p>| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | BIO FIRE &amp; DIAGNOSTICS INC | 82104 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | BLUE LINE EMERGENCY LIGHTING | 81308 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | CODE3INC | 81331 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | CONTINENTAL FIRE &amp; SAFETY | 81365 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | DECATUR ELECTRONICS INC | 81314 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | DRAEGER INC | 81301 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | EAGLE POINT GUN SHOP | 81296 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | EAST COAST EMERGENCY LIGHTING | 81338 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | EMERGENCY ACCESSORIES &amp; EQUIPMENT INC | 81344 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | ESI FIREFIGHTER ONE LLC | 81363 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | GEN EL SAFETY &amp; INDUSTRIAL | 81356 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | GENERAL SALES ADMINISTRATION | 81330 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | GOLD TYPE BUSINESS MACHINES | 81341 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | GOLD TYPE BUSINESS MACHINES | 81342 |
| T0106 13- POLICE AND HOMELAND x-22630 SECURITY EQUIPMENT &amp; SUPPLIES (SUPPLEMENTAL PROPOSAL) | GUARDIAN PROTECTIVE DEVICES | 82099 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | ICOR TECHNOLOGY INC | 81358 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | I&lt;ALDOR EMERGENCY LIGHTS LLC | 81333 |
| T0106 12- POLICE AND HOMELAND x-21817 SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE | KDH | 81309 |</p>
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<td>VISION INC</td>
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<td>T0106 12-</td>
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<td>VEHICLE PRODUCTS INC</td>
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<td>Supplier Name</td>
<td>CAGE Code</td>
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<td>SECURITY EQUIPMENT &amp; SUPPLIES (SUPPLEMENTAL PROPOSAL)</td>
<td>SOUND OFF INC</td>
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<td>SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE ~INELAND ELECTRIC INC</td>
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<td>T0106 13- POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE</td>
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<td>N1Q_6_J2- POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE</td>
<td>SECURITY EQUIPMENT &amp; SUPPLIES (SUPPLEMENTAL PROPOSAL) ZODIAC OF NORTH AMERICA INC</td>
<td>81374</td>
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</tr>
</tbody>
</table>
RESOLUTION APPLYING THE PAYMENT AMOUNT FROM JUDGMENT BY THE TAX COURT OF NEW JERSEY TO OPEN TAXES

WHEREAS, it has been found that the following 2017 taxes have been overpaid due to a Judgment by the Tax Court of New Jersey; and

WHEREAS, the property owner has requested the refund be applied to the 2018 open balance.

NOWJ 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 apply the following amount to the 2018 current open balance.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>61505/142</td>
<td>Kim Gendusa</td>
<td>$2,490.01</td>
</tr>
<tr>
<td></td>
<td>72 Summit Dr.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

Loe: 72 Summit Dr.

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

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REFUNDING THE PAYMENT OF OVERPAID 2019 TAXES

WHEREAS, it has been found that the following overpayments have occurred due to the reasons listed below.

NOW, THEREFORE, BE IT RESOLVED that the appropriate Municipal Official is hereby authorized and directed to prepare vouchers in the following names to refund said overpayments.

BE IT FURTHER RESOLVED that the Chief Financial Officer shall forward the checks to the appropriate Municipal Official to be delivered to said taxpayers after the refunds have been recorded in each of the taxpayer's history file.

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20002 3.01</td>
<td>Title Co &amp; Mtg Co.</td>
<td>WHR Group Inc: Martin Liberman Esq. PC</td>
<td>$3,402.64</td>
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<tr>
<td>C1906</td>
<td>paid 1st qtr. 2019</td>
<td>10 North Park Place Suite 350</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Morristown, NJ 07960</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner or Mortgage Co. Chase: Attn: Refund Dept.</td>
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<tr>
<td></td>
<td></td>
<td>PO Box 9218</td>
<td>$2,883.56</td>
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<tr>
<td></td>
<td></td>
<td>Coppell, TX 75019-9236</td>
<td></td>
</tr>
</tbody>
</table>

Loe.: 44 Glattly Drive

Loe.: 34 Cooper Road

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Dated: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REFUNDING 2018 TAXES PAID BY A LIEN HOLDER

WHEREAS, it has been found that the following 2018 taxes were paid by a lien holder, Christiana Trust as Cust GSRAN-Z, on December 7th, 2018; and

WHEREAS, the Homeowner entered into Chapter 13 Bankruptcy in September of 2018 and the tax payment should not have been accepted from the lien holder, Christiana Trust as Cust GSRAN-Z.

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 to refund the amount shown below to 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 said lien holder after the refund has been recorded in the taxpayer's history file.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>30501</td>
<td>Christiana Trust as Cust GSRAN-Z</td>
<td>$1,559.59</td>
</tr>
<tr>
<td></td>
<td>PO Box 71276</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Philadelphia, PA 19176-6276</td>
<td></td>
</tr>
</tbody>
</table>

Cert.: #2017-006  
Loe: 26 Lackawanna

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 , 2019.

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
TO:        Members of the Township Council

FROM:      Steve Ward, Business Administrator

DATE:      March 5, 2019

RE:        Municipal Bid# 2 -2019
Two year Contract for General Contracting Services

Please authorize the proposed dates to advertise, accept and award bids for the above referenced subject.

We are proposing to advertise on:    May 15, 2019

For bids to be accepted on:          June 5, 2019

In anticipation to award on or about: June 25, 2019

BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, State of New Jersey that permission to advertise and accept bids for the above referenced project is hereby granted.

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

Certification Date:      Kathryn Bowditch-Leon, RMC
                       Municipal Clerk
RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE

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>St Peters Episcopal Church</td>
<td>On-Premise 50/50</td>
<td>03/30/2019</td>
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<tr>
<td>Morris Catholic High School</td>
<td>On-Premise 50/50</td>
<td>04/11/2019</td>
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<tr>
<td></td>
<td></td>
<td>04/12/2019</td>
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<tr>
<td></td>
<td></td>
<td>04/13/2019</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>Tuition Raffle</td>
<td>05/31/2019</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>On-Premise 50/50</td>
<td>06/10/2019</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 , 2019.

Certification Date:       Kathryn Bowditch-Leon, RMC
                          Municipal Clerk
RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE AFFORDABLE HOUSING TRUST FUND FOR THE RENTAL ASSISTANCE PROGRAM FOR CALENDAR YEAR 2019

WHEREAS, the township has collected fees from Developers pursuant to the approval of the Council on Affordable Housing ("COAH") and a Development Fee Ordinance approved by COAH; and

WHEREAS, the collected funds may only be expended in accordance with the approved spending plan; and

WHEREAS, the spending plan provides for the use of up to thirty percent (30%) of such funds for affordability assistance; and

WHEREAS, the Township has established a rental assistance program to provide funds for tenants of affordable units who are in arrears in rent and may be facing eviction; and

WHEREAS, the Township desires to transfer $12,000 for the rental assistance program for calendar year 2019 to the Denville General Trust Fund; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #19-17, which is annexed hereto and made a part thereof, that this transfer will be charged to the following budget appropriation and that adequate funds are available under the following line item accounts:

17-280-56-000 $12,000

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

1. That the sum of $12,000 be transferred from the Affordable Housing Trust Fund to the Denville General Trust Fund for the rental assistance program for 2019.

3. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Dated: Kathryn Bowditch-Leon, RMC Municipal Clerk
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 02/15/19

Township of Denville
1 St Mary's Place
Denville, NJ 07834
Name and Address of Contractor

Rental Assistance $12,000.00
Name of Description of Pending contract Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>COAH Trust</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-280-56-000</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
</tr>
</tbody>
</table>

TOTAL $12,000.00

Signed:

Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the COAH Trust Fund under the following line item account(s):

| 17-280-56-000 | $12,000.00 |
| 0             | $0.00      |

02/15/19

Date

CERT19-17
RESOLUTION AWARDING A CONTRACT TO TRUGREEN LIMITED PARTNERSHIP FOR TURF MAINTENANCE PURSUANT TO CONTRACT #CC-0110-17, COOPERATIVE PRICING BID #2-SOCCP

WHEREAS, the Township of Denville wishes to procure turf maintenance services; and

WHEREAS, said services are available from TruGreen Limited Partnership pursuant to Contract #CC-0110-17, Cooperative Pricing Bid #2-SOCCP, awarded by the County of Somerset; and

WHEREAS, the maximum amount of the contract is $36,632.00 for a one (1) year contract in accordance with their proposal; and

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

WHEREAS, the Township of Denville is a member of the Somerset County Cooperative Pricing System #2-SOCCP; and

WHEREAS, the Municipal Council wishes to award the turf maintenance services contract to TruGreen Limited Partnership in accordance with its co-operative bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification# 19-18, which is annexed hereto and made a part thereof, that this contract will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

01-201-28-375-256 $36,632.00

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 turf maintenance services for a one year term is hereby awarded to TruGreen Limited Partnership, 117 Corporate Blvd, South Plainfield, New Jersey, in accordance with the terms and conditions contained in Contract #CC-0110-17, Cooperative Pricing Bid #2-SOCCP, awarded by the County of Somerset, and the Mayor and Township Clerk are hereby authorized to execute same.

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

Certification Date
Kathryn Bowditch-Leon, RMC
Municipal Clerk
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 02/19/19

TRUGREEN
117 Corporate Blvd
South Plainfield, NJ 07080
Name and Address of Contractor

Turf Maintenance Services $36,632.00
Name of Description of Pending contract Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Current Fund</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>01-201-28-375-256</td>
<td>$36,632.00</td>
<td>$36,632.00</td>
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</tbody>
</table>

TOTAL $36632.00

Signed: _
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the Funds under the following line item account(s):

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<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Current Fund</th>
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</thead>
<tbody>
<tr>
<td>01-201-28-375-256</td>
<td>$36,632.00</td>
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</table>

All Certification Payments should be placed on white vouchers with the Certification Number shown on the voucher.

COMMENTS:
Fund availability are predicated on budget adoption

CERT19-18

02/19/19

J Guarino
Chief Financial Officer
CONTRACT FOR THE FURNISHING OF
TURF MAINTENANCE SERVICES

THIS CONTRACT made this day of , 2019, by and between:

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

(Hereinafter, "Owner")

AND

TRUGREEN
117 Corporate Blvd, South Plainfield, NJ 07080
with offices at 9 Middlebury Blvd, Randolph, NJ 07869

(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish turf maintenance services, as specified in Exhibit A, attached hereto and the contract documents for Contract #CC-0110-17, Cooperative Pricing Bid #2-SOCCP, awarded by the County of Somerset, New Jersey, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of turf maintenance services in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications and in accordance with the Contractor's 2019 service proposal, attached hereto as Exhibit B, for the sum of $36,632.00.

3. The Contractor will begin the work as soon as practicable after receipt of the Purchase Order from the Township and will complete the same within the time periods as set forth in Exhibit B.
4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of turf maintenance services and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Affirmative Action Affidavit and Notice, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda that are part of Contract #CC-0110-17, Cooperative Pricing Bid #2-SOCCP, awarded by the County of Somerset, New Jersey.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

7. The Contractor is required to submit evidence (consisting of Certificates of Insurance and copies of the insurance policies with all endorsements) satisfactory to the Township showing that the Contractor has obtained all insurance coverage required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors will be permitted to enter the site or to perform any work on the premises unless all the insurance required by the Contract Documents is in effect.
Nothing contained herein or in the Contract Documents shall be construed as limiting the extent of the Contractor's liability for claims or damages resulting from or related to the Contractor's operations under this Contract.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interest of the Township listed as additional insured. The Contractor waives all rights against the Township in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against the Township, also known as a waiver of subrogation.

The Contractor shall purchase and maintain, at its sole expense, insurance as will provide protection from claims and liabilities which may arise out of or result from the Contractor's performance and furnishing of the work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, by any of Contractor's subcontractors or sub-subcontractors (of any tier), by anyone for whose acts any of them may be liable, with companies satisfactory to the Township, as follows:

a. Worker's Compensation and Employer's Liability Insurance. Covering all employees including owners, partners and or officers of the Contractor directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance Limit of Not less than $1,000,000 for bodily injury by accident, $1,000,000 for occupational disease and $1,000,000 aggregate limit.

b. Commercial General Liability Insurance. With a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability endorsement as well as coverage for explosion, collapse and underground (XCU) hazards when applicable. The coverage must also include completed operations and products liability coverage.

c. Comprehensive Automobile Liability Insurance. Covering Contractor for claims arising from all owned, hired and non-owned vehicles with a limit of not less than $500,000 combined single limit.

d. Umbrella Liability Insurance. Providing coverage at least as broad as that provided by the Commercial General Liability required above, for a limit of not less than $1,000,000 each occurrence and aggregate.
e. Certificates. For the insurance required above must be filed with the Township. The Certificate(s) must expressly state that "All coverage required by the provisions of this Contract of the Township has been provided". All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Township of any policy cancellation, material change or non-renewal.

f. Forms of Policies. All liability insurance shall be on an occurrence basis.

g. Professional Errors and Omissions coverage will be required for all certified (licensed) professions involved in the work to be provided. The minimum limit of coverage is to be $1,000,000 per claim and aggregate.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C-27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Clerk

Thomas W. Andes, Mayor

ATTEST:

By: Secretary

By: President
STATE OF

COUNTY OF

I certify that on the day of , 2019,

personally came before me and this person acknowledged under oath to my
satisfaction that: (a) this person signed, sealed and delivered the attached document as President
of the corporation named in this document; and (b) this document was
signed and made by the corporation as its voluntary act and deed by virtue of authority from its
Board of Directors.

Notary

STATE OF NEW JERSEY:

COUNTY OF MORRIS

I CERTIFY that on , 2019, KATHRYN BOWDITCH-LEON personally came
before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the
Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached
document; (b) this person is the attesting witness to the signing of this document by the proper
municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this
document was signed and delivered by the municipal corporation as its voluntary act duly
authorized by a proper resolution of the Township Committee; (d) this person knows the proper
seal of the municipal corporation which was affixed to this document; and (e) this person signed
this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2019.

Kathryn Bowditch-Leon, Clerk

(Notary sign, seal, stamp)
AWARDING CONTRACT TO LANDSCMCBUSINESS TO BE FIRMER

CONTRACT NO.: ICC-01-10-17
CONTRACT MATH: 300-00-00-PR-PR TO ICL-001-10-17

FIRST YEAR: RORA 9RBY1LICARCONTRACT

WHEREAS, the County of Somme Will be writing M available for funds for the purpose of providing the Deputy CIM: office Solid. IFM'S—funds u—provided from the duly adopted budget of the County of Somme. In—ICC-01-17-1-U-001-165-800 and

WHEREAS, three (3) valid proposals were rctt-r-r-r-r-14. compiled and read in public ofThr Mtsday. June 7, 2011 at 2:30 p.m. www.illinoisforsale.com. (CMC/IC) Treaties. & TM/Illinois/Op. & tied. Co-operative PrMg Bid #2-SOCCP, Connect ICC-01-17 ind

WHEREAS, the bids were reviewed by the County and it was determined that the bid by JEW, Inc. & Nelli A. Lawr. Cre., 195 & 197 Lin. St. Lawr, Bridgewater, NJ—non corresponding

WHEREAS, the bids by JEW, Inc. bids on the requirements of the County that the bids by Nelli A. Lawr, Bridgewater, NJ will be accepted for the first year 1-2-0-17

TJ()lllx United Plating, Inc

<table>
<thead>
<tr>
<th>Yr 1 Unit Price</th>
<th>Yr 2 Unit Price</th>
<th>Yr 3 Unit Price</th>
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By: (Q, Q, Q, Q, Q)
Bill To: TOWNSHIP OF DENVILLE / DPW

140 MORRIS AVENUE
DENVILLE, NJ 07834
USA
(973) 625-8334

Service Location: TOWNSHIP OF DENVILLE / DPW

140 Morris Avenue
Denville, NJ 07834
USA

<table>
<thead>
<tr>
<th>Description</th>
<th>2019 Service Proposal</th>
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<tbody>
<tr>
<td>Round 1: Early Spring - Fertilization</td>
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<tr>
<td>Round 2: Late Spring- Fertilization, Pre-Emergent, Weed Control</td>
<td></td>
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<tr>
<td>Round 3: Early Summer - Fertilization &amp; Grub Control</td>
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<tr>
<td>Round 5: Early Fall - Fertilization</td>
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<tr>
<td>Round 6: Fall - Fertilization</td>
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<tr>
<td>Spring Aeration &amp; Seeding</td>
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<td>Fall Aeration &amp; Seeding</td>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Fall Aeration and Seeding</td>
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<td>Spring Aeration and Seeding</td>
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<tr>
<td>TruNatural Service</td>
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<tr>
<td>TruNatural Service</td>
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<td>$4,409.00</td>
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<td>TruNatural Service</td>
<td>$4,409.00</td>
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Subtotal $36,632.00
Total Sales Tax Amount $0.00
Grand Total $36,632.00

Mr John J Egbert
C.P.W.M Director
o# 973-625-8334
f# 973-625-4402
jebert@denvillenj.org

Darlene Price, RPPO, QPA
Purchasing Department

@2019TruGreen L.P. All Rights Reserved
Standard Terms and Conditions

1. Term: term of this Agreement shall be one (1) year from the date signed or renewed by you, the customer.

2. Price Increases. Prices and provisions provided in this Agreement will be subject to increase upon notice. These increases shall be effective upon receipt of written notice by you. You agree to pay all such price increases, effective as of the date such price increases become effective, without delay, upon receipt of notice from TruGreen of any increase.

3. Payment. Payment is due to TruGreen within 30 days after receipt of invoice. If any payment is not made within 30 days of the date on the invoice, TruGreen reserves the right to terminate this Agreement and to seek recovery of all amounts due under this Agreement, including without limitation, all interest, late charges, and any other amounts due under this Agreement.

4. Customer Signature. This Agreement is subject to the signature of the named customer or authorized agent.

5. Term Duration. The term of this Agreement shall be one year from the date of execution of this Agreement.

6. cancellation. You may cancel this Agreement at any time by notifying TruGreen in writing. Termination of this Agreement shall not affect your obligation to pay all amounts due under this Agreement.

7. Limitation of Liability. TruGreen shall be liable for any damages, losses, or expenses arising out of the performance or nonperformance of any obligation under this Agreement, including without limitation, all interest, late charges, and any other amounts due under this Agreement.

8. Inspection. TruGreen reserves the right to inspect the property at any time during the term of this Agreement.

9. Termination. This Agreement may be terminated by either party upon notice to the other party.

10. Breach. In the event of breach of this Agreement by you, TruGreen may terminate this Agreement immediately upon notice to you.

11. Assignment. This Agreement is personal and may not be assigned by either party without the prior written consent of the other party.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by an authorized officer of TruGreen.

14. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

15. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements and any oral or written agreements of any kind made in connection with this Agreement.

16. Dispute Resolution. Disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

18. Governing Language. This Agreement is written in English and the English language shall govern the construction of this Agreement.

19. Governing Authority. This Agreement is subject to the jurisdiction of the courts of the State of New Jersey.

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100. Governing Authority. This Agreement is subject to the jurisdiction of the courts of the State of New Jersey.

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Print Name: ____________________________

Authorized Agent/Customer: ____________________________

Date: ____________________________

Customer Signature: ____________________________

Date: ____________________________

Representative/General Manager

Date: ____________________________