TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
March 6, 2018, 7:30 P.M.

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

Council Members

_____ Murphy
_____ Bergen
_____ Gabel, Council President

_____ Buie
_____ Lyden
_____ Witte
_____ Borowiec

In Attendance

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

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

PROCLAMATION - 125th ANNIVERSARY
Denville Foodtown
Dickerson Family

PRESENTATION OF THE 2018 MUNICIPAL BUDGET
Michael Guarino, CFO

R-18-50: Resolution to Read Budget by Title

PUBLIC HEARING ON ADOPTION OF THE 2018 MUNICIPAL BUDGET

R-18-51: Resolution Authorizing Adoption of the Township of Denville 2018 Municipal Budget

- 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
R-18-52: Resolution to Introduce, Approve and Set Public Hearing for the 2018 Budget of the Township of Denville Downtown Business Improvement District

ORDINANCES FOR ADOPTION

03-18: An Ordinance Establishing a Minimum and Maximum Range of Salary for Those Employees of Denville Township Public Works Employees' Association

ORDINANCES FOR INTRODUCTION

06-18: Bond Ordinance Providing for Various Capital Improvements In and By the Township of Denville, In the County of Morris, New Jersey, Appropriating $2,158,425 Therefor and Authorizing the Issuance of $1,298,500 Bonds or Notes of the Township to Finance Part of the Cost Thereof

07-18: Ordinance Providing for Various Improvements or Purposes in the Sum of $311,600 from the General Capital Improvement Fund of the Township of Denville

08-18: Ordinance Providing for Various Improvements or Purposes in the Sum of $135,000 from the Open Space Trust Fund of the Township of Denville

09-18: An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend Fees for Certain Use Variances

ITEMS FOR DISCUSSION AND/OR ACTION

Franklin Avenue Bridge Weight Limit

RESOLUTIONS

CONSENT AGENDA:

R-18-31: Resolution Authorizing the Award of a Five-Year License to Conduct Agricultural Activity on Knuth Farm to Jeffrey O'Hara (Tabled from February 6, 2018 Meeting)

R-18-53: Resolution Requesting Approval of Items of Revenue and Appropriation Pursuant to N.J.S.A. 40A:4-87

R-18-54: Resolution Rejecting Bid for the Denville Fire Department Dive Team Equipment and Granting Permission to Rebid

R-18-55: Resolution Authorizing Raffle Licenses in the Township of Denville
NON-CONSENT AGENDA:

R-18-56: Resolution Refunding the Overpayment of 2018 Taxes

R-18-57: Resolution Authorizing the Execution of the Collective Bargaining Agreement Between the Township of Denville and the Denville Township Public Works Employees' Association

R-18-58: Resolution Authorizing a Transfer of $3,509.90 from the Denville General Trust Fund to the Township's Affordable Housing Trust Fund

R-18-59: Resolution Authorizing the Award of Contract for the Muriel Hepner Park Pedestrian Bridge Replacement

R-18-60: Resolution Refunding the Payment of Taxes Overpaid Due to a Judgment by the Tax Court of New Jersey

R-18-61: Resolution of the Township of Denville, County of Morris, State of New Jersey, Authorizing the Cancellation of Disabled Veteran's Taxes

MINUTES FOR ADOPTION

- February 13, 2018 (Workshop Only)
- February 20, 2018

MOTION TO ADJOURN
RESOLUTION TO READ BUDGET BY TITLE

WHEREAS, N.J.S.A 40A:4-8 as amended provides that the Budget as advertised shall be read in full at the public hearing, or that it may be read by its title only if:

1. At least one (1) week prior to the date of the hearing a complete copy of the approved Budget:

   a. Shall be made available for public inspection in the free public library, if any, of the municipality and in the free county libraries or regional libraries located in the municipality or, if no county libraries or regional libraries are located in municipality, the county or regional library of the county in which the municipality is located, and the public officer delegated responsibility for delivering copies of the approved budget to such library shall forward to the governing body an attestation that each such delivery was made; and

   b. Copies are made available to each person requesting the same, during said week and during the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that it is hereby declared that the conditions of N.J.S.A. 40A:4-8, as amended set forth in subsections 1(a) and 1(b), have been met and therefore the Township of Denville Budget for 2018 shall be read by title only.

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 March 6, 2018.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
SECTION 2 - UPON ADOPTION FOR YEAR 2018
(Only to be included in the Budget as Finally Adopted)

RESOLUTION

Be it Resolved by the Governing Body of the Township of Denville, County of Morris that the budget herein before set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

(a) $ 13,216,804.07  (item 2 below) for municipal purposes and
(b) $ 765,400.00  (item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
(c) $ 1,100,627.49  (item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

(d) $ 1,100,627.49  (item 5 below) Minimum Library Tax

RECORDED VOTE

(Insert last name)

AYES

NAYS

Abstained

Absent

SUMMARY OF REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>08-100</th>
<th>13-099</th>
<th>15-499</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surplus Anticipated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Revenues Anticipated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receipts from Delinquent Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:</strong></td>
<td>07-190</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 6, Sheet 11 (N.J.S.A. 40A:4-14)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)</td>
<td>07-191</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Amount to be Raised by Taxation for Schools In Type I School Districts Only</strong></td>
<td>07-191</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. TO BE ADDED TO THE CERTIFICATE FOR AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:</strong></td>
<td>07-191</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY LEVY (Item 6(c), Sheet 11)</strong></td>
<td>07-192</td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>13-299</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sheet 41
## SUMMARY OF APPROPRIATIONS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. GENERAL APPROPRIATIONS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within &quot;CAPS&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a&amp;b) Operations Including Contingent</td>
<td>34-201</td>
<td>$15,993,220.00</td>
</tr>
<tr>
<td>(e) Deferred Charges and Statutory Expenditures - Municipal</td>
<td>34-209</td>
<td>$</td>
</tr>
<tr>
<td>(g) Cash Deficit</td>
<td>46-885</td>
<td></td>
</tr>
<tr>
<td>Excluded from &quot;CAPS&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Operations - Total Operations Excluded from &quot;CAPS&quot;</td>
<td>34-305</td>
<td>$1,224,023.39</td>
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<tr>
<td>(c) Capital Improvements</td>
<td>44-999</td>
<td>$374,000.00</td>
</tr>
<tr>
<td>(d) Municipal Debt Service</td>
<td>45-999</td>
<td>$3,235,600.73</td>
</tr>
<tr>
<td>(e) Deferred Charges - Municipal</td>
<td>46-999</td>
<td>$97,112.00</td>
</tr>
<tr>
<td>(f) Judgements</td>
<td>37-489</td>
<td>$</td>
</tr>
<tr>
<td>(n) Transferred to Board of Education for Use of Local Schools (N.J.S.A. 40:48-17.1 &amp; 17.3)</td>
<td>29-405</td>
<td>$</td>
</tr>
<tr>
<td>(g) Cash Deficit</td>
<td>46-885</td>
<td>$</td>
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<tr>
<td>(l) For Local District School Purposes</td>
<td>29-410</td>
<td>$</td>
</tr>
<tr>
<td>(m) Reserve for Uncollected Taxes (Include Other Reserves If Any)</td>
<td>50-999</td>
<td>$2,212,072.84</td>
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<tr>
<td>7. SCHOOL APPROPRIATIONS - TYPE 1 SCHOOL DISTRICTS ONLY (N.J.S.A. 40A:4-13)</td>
<td>07-195</td>
<td>$</td>
</tr>
<tr>
<td>Total Appropriations</td>
<td>34-499</td>
<td>$23,126,029.56</td>
</tr>
</tbody>
</table>

It is hereby certified that the within budget is a true copy of the budget finally adopted by resolution of the Governing Body on the __________ day of __________, 2018. It is further certified that each item of revenue and appropriation is set forth in the same amount and by the same title as appeared in the 2018 approved budget and all amendments thereto, if any, which have been previously approved by the Director of Local Government Services.

Certified by me this __________ day of __________, 2018, __________, Clerk
WHEREAS, the following has been submitted as the Township of Denville Downtown Business Improvement District (‘BID’) budget for the year beginning January 1, 2018 and ending December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED that the following statements of revenues and appropriations shall constitute the Township of Denville Downtown Business Improvement District budget for calendar year 2018; and

BE IT FURTHER RESOLVED that said budget be published in March 14, 2018 edition of The Citizen newspaper.

Notice is hereby given that the following budget was approved by the Municipal Council of the Township of Denville, County of Morris, New Jersey on March 6, 2018.

A public hearing on the budget will be held on April 3, 2017 at the Municipal Building, 1 St. Mary's Place, Denville at 7:30 P.M. at which time and place taxpayers and all persons having an interest therein shall be given an opportunity to present objections.

### REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Actual</th>
<th>2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assessment</td>
<td>$102,117.02</td>
<td>$104,160.00</td>
</tr>
<tr>
<td>Township Contribution</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Initial Contribution</td>
<td>$4,140.02</td>
<td>$----</td>
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<tr>
<td>Fund Balance Anticipated</td>
<td>$60,086.00</td>
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</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$136,257.04</td>
<td>$194,246.00</td>
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### EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>2017 Actual</th>
<th>2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Salary Plus Payroll Tax</td>
<td>$23,988.04</td>
<td>$55,900.00</td>
</tr>
<tr>
<td>Incentive/Bonus</td>
<td>$0</td>
<td>$10,000.00</td>
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<tr>
<td>Employee Insurance</td>
<td>$431.14</td>
<td>$4,200.00</td>
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<tr>
<td>Payroll Tax</td>
<td>$6,011.94</td>
<td>$13,026.00</td>
</tr>
<tr>
<td>Employer Portion</td>
<td>$3,507.00</td>
<td>$7,800.00</td>
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<tr>
<td>Payroll Service</td>
<td>$900.00</td>
<td>$1,200.00</td>
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<tr>
<td>Deferred Comp.</td>
<td>$0</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Part-Time Hourly Help (Marketing)</td>
<td>$0</td>
<td>$6,300.00</td>
</tr>
<tr>
<td>Temporary Help</td>
<td>$0</td>
<td>$6,000.00</td>
</tr>
<tr>
<td><strong>Rent &amp; Supplies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Space</td>
<td>$2,411.57</td>
<td>$3,300.00</td>
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<tr>
<td>Storage Space</td>
<td>$0</td>
<td>$1,320.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$865.66</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Beautification/Improvements</td>
<td>$3,697.42</td>
<td>$15,000.00</td>
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<tr>
<td>Subscriptions</td>
<td>$919.21</td>
<td>$10,000.00</td>
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<tr>
<td>Meetings</td>
<td>$303.16</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Category</td>
<td>Amount</td>
<td>Budget</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Postage</td>
<td>$820.65</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Advertising/Marketing</td>
<td>$1,062.28</td>
<td>$15,000.00</td>
</tr>
<tr>
<td><strong>Office Expenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Cell Phone</td>
<td>$337.46</td>
<td>$0</td>
</tr>
<tr>
<td>Mobile Service</td>
<td>$728.54</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>* Multi-use Printer, Fax, Scanner</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>* Office Furniture</td>
<td>$603.70</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Computer Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>* Laptop</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>* Software</td>
<td>$537.46</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>* Multi-use Printer, Fax, Scanner</td>
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<td></td>
</tr>
<tr>
<td>Service</td>
<td>$825.45</td>
<td>$1,200.00</td>
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<tr>
<td><strong>Special Events</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Breakfast (4)</td>
<td>$0</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Lunar New Year</td>
<td>$0</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Hop Into Denville</td>
<td>$544.06</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Sidewalk Sale</td>
<td>$493.67</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Girls Night Out</td>
<td>$0</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Restaurant Week</td>
<td>$458.89</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Pink Witches</td>
<td>$802.50</td>
<td>$2,000.00</td>
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<tr>
<td>Decorate A Bear</td>
<td>$0</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Holiday Open House &amp; Small Business Saturday</td>
<td>$1,244.15</td>
<td>$6,000.00</td>
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<tr>
<td><strong>Misc. Contractual Services</strong></td>
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<td></td>
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<tr>
<td>* Placement Fee</td>
<td>$8,315.50</td>
<td>$0</td>
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<tr>
<td>Legal Services</td>
<td>$979.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Audit/Accounting Service</td>
<td>$0</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>D&amp;O Insurance</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Travel/Entertainment</td>
<td></td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

**Total Expenses**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$60,788.45</td>
<td>$194,246.00</td>
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</table>

**Total**

<table>
<thead>
<tr>
<th>Amount</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75,468.59</td>
<td>$0.00</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 March 6, 2018.

---

**Certification Date**

<table>
<thead>
<tr>
<th>Kathryn Bowditch-Leon, RMC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Clerk</td>
</tr>
</tbody>
</table>

**Ayes:**

**Nays:**
ORDINANCE NO. 03-18

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Establishing a Minimum and Maximum Range of Salary for Those Employees of the Denville Township Public Works Employees' Association

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 Establishing a Minimum and Maximum Range of Salary for Those Employees of the Denville Township Public Works Employees' Association

Be passed on Final Reading and that a Notice of Final Passage be published in the 03/14/2018 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 03/06/2018
ORDINANCE NO. 03-18

AN ORDINANCE ESTABLISHING A MINIMUM AND MAXIMUM RANGE OF SALARY FOR THOSE EMPLOYEES OF THE DENVILLE TOWNSHIP PUBLIC WORKS EMPLOYEES' ASSOCIATION

WHERAS, State law permits the adoption of an ordinance establishing a range of salary for certain Township positions. The ranges listed herein establish a minimum and maximum range for a specific job title and not the actual salary. The actual salary and all other terms/conditions of employment shall be delineated in the collective bargaining agreement and shall fall within the minimum and maximum limits established herein.

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

SECTION 1: Short Title: This Ordinance shall hereafter be known and referred to as the “Salary Ordinance for Members of the Denville Township Public Works Employees' Association.”

SECTION 2: Salaries and Wages: The annual salaries and compensation of the officer and employees of the Township of Denville shall fall within the ranges contained in the contractual agreement:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$ 15.00 / hour</td>
<td>$ 23.00 / hour</td>
</tr>
<tr>
<td>Truck Driver</td>
<td>$ 23.00 / hour</td>
<td>$ 36.00 / hour</td>
</tr>
<tr>
<td>Senior Truck Driver</td>
<td>$ 29.00 / hour</td>
<td>$ 31.00 / hour</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>$ 36.00 / hour</td>
<td>$ 38.00 / hour</td>
</tr>
<tr>
<td>Mechanic Helper</td>
<td>$ 24.00 / hour</td>
<td>$ 37.00 / hour</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$ 36.00 / hour</td>
<td>$ 39.00 / hour</td>
</tr>
<tr>
<td>Head Mechanic</td>
<td>$ 39.00 / hour</td>
<td>$ 41.00 / hour</td>
</tr>
</tbody>
</table>

SECTION 3: All Ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4: 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 5: This Ordinance shall take effect as provided by law but shall be retroactive to January 1, 2018.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:                        APPROVED:

Kathryn Bowditch-Leon          Steven Ward
Municipal Clerk                Business Administrator / Acting Mayor

Adopted:
MOTION TO PASS ON FIRST READING

ROLL CALL

COUNCIL PRESIDENT:

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

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 04-03-2018 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: 03-06-2018
ORDINANCE NO. 06-18

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING $2,158,425 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,298,500 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Denville, in the County of Morris, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $2,158,425, including a $615,000 grant expected to be received as a Federal Grant funneled through the State of New Jersey Department of Transportation for Downtown Street Scape Phase III (the "Federal Grant") and a $180,000 grant expected to be received from the State of New Jersey Department of Transportation for improvements to Casterline Road (the "State Grant" and, together with the Federal Grant, the "Grants"), as more specifically described in Section 3(a) hereof, and further including the aggregate sum of $64,925 as
the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments or the Grants, negotiable bonds are hereby authorized to be issued in the principal amount of $1,298,500 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Appropriation &amp; Estimated Cost</th>
<th>Estimated Maximum Amount of Bonds &amp; Notes</th>
<th>Period of Usefulness</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Improvement of various streets and locations in and by the Township by the construction, reconstruction, surfacing or resurfacing thereof to provide roadway pavements, including, but not limited to, Woodland Avenue, Dickerson Road, Franklin Road, Woodstone Road, Hussa Place, Filbert Trail, Shawnee Trail, Lafayette Place, Sunset Trail, Cliffside Trail, Seneca Trail,</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Orange Trail, Downtown Street Scape Phase III*, Casterline Road** together with all structures, catch basin repair, appurtenances, milling, curb and sidewalk reconstruction, drainage improvements, guide rails, utility poles, equipment, crack sealing, work and materials necessary therefore or incidental thereto, all as shown on and in accordance with the specifications therefore on file in the office of the Township Clerk and hereby approved.

(b) Acquisition by purchase of vehicles and equipment, including a command truck for the Police Department, a truck for the safety officer, a 4x4 pickup truck and used truck bodies for sanders for the Department of Public Works and a cascade system, shed and thermal imaging cameras for the Fire Department, together with all attachments, accessories and equipment necessary therefore or incidental thereto, all as shown on and in accordance with the specifications therefore on file in the office of the Township Clerk and hereby approved.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Interest期</th>
<th>Total Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,705,875 (Includes the Federal Grant* and the State Grant** and a $43,375 down payment)</td>
<td>$867,500</td>
<td>10 years</td>
<td></td>
</tr>
<tr>
<td>$452,550</td>
<td>$431,000</td>
<td>5 years</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $2,158,425 $1,298,500

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor,
as above stated, is the amount of the down payment for each purpose and the Grants, as applicable.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein
are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 8.34 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $1,298,500, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $300,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.
Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or, if other than as referred to in Section 1 hereof, to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.
Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.
MOTION TO PASS ON FIRST READING

ROLL CALL

COUNCIL PRESIDENT:

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

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 04-03-2018 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 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: 03-06-2018
ORDINANCE NO. 07-18

ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES
IN THE SUM OF $311,600 FROM THE GENERAL CAPITAL IMPROVEMENT
FUND OF THE TOWNSHIP OF DENVILLE

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 sum of $311,600 is hereby appropriated from the General Capital Improvement Fund of the Township of Denville for the purposes set forth in Section 2 of this Ordinance.

SECTION 2. The improvements authorized to be paid by this Ordinance include Firefighter Gear $20,000; Pagers $13,000; Scott Packs $5,000; Water Rescue Suits $12,600; Fire Prevention Vehicle $27,000; Boat & Trailer $35,000; Sign Materials $19,000; Mobile Vision Upgrades $15,000; Police Winter Jackets $11,000; Active Shooter Tactical Gear $25,000; New Bed for Sign Truck $12,000; Replacement Plows $29,000; Building & Grounds Scheduled Repairs $97,000 for items located in and for the Township and all work necessary in connection therewith.

SECTION 3. No debt is to be authorized by the enactment and passage of this Ordinance.

SECTION 4. The capital budget of the Township of Denville is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

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.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

ATTEST:  
Kathryn Bowditch-Leon, RMC  
Municipal Clerk

APPROVED:  
Thomas W. Andes, Mayor  
Township Of Denville
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 04-03-2018 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.

Dated: 03-06-2018
ORDINANCE NO. 08-18

ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE SUM OF $135,000 FROM THE OPEN SPACE TRUST FUND OF THE TOWNSHIP OF DENVILLE

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 sum of $135,000 is hereby appropriated from the Open Space Trust Fund of the Township of Denville for the purposes set forth in Section 2 of this Ordinance.

SECTION 2. The improvements authorized to be paid by this Ordinance include Improvement to Various Fields and Parks $40,000; Gardner Field Playground Improvements $50,000 and Gardner Field Lighting $45,000 for items located in and for the Township and all work necessary in connection therewith.

SECTION 3. No debt is to be authorized by the enactment and passage of this Ordinance.

SECTION 4. The capital budget of the Township of Denville is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

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.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

ATTEST: APPROVED:

Kathryn Bowditch-Leon, RMC
Municipal Clerk

Mayor Thomas W. Andes
Township of Denville

Adoption Date:
Dated: 03-06-2018

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend Fees for Certain Use Variances

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, State of New Jersey, to Amend Fees for Certain Use Variances

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 04-17-2018 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: 03-06-2018
ORDINANCE NO. 09-18

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, TO AMEND FEES FOR CERTAIN USE VARIANCES

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

SECTION 1. Chapter 19, Land Use, Article 1, General Provisions, Section 19-1.402, Board of Adjustment fees, paragraph d, is hereby amended and supplemented to read as follows:


1. $3,000, except as set forth in 19-1.402d.2.

2. The fee for an application for a variance under N.J.S.A. 40:55D-70d(2), expansion of a nonconforming use, which involves solely ancillary improvements such as, but not limited to, landscaping, lighting, parking, electric vehicle charging stations, signage (not including billboards), façade enhancements, or changes intended to meet ADA requirements, and which will not result in a significant intensification of the nonconforming use, shall be $750.

SECTION 2. Chapter 19, Land Use, Article 1, General Provisions, Section 19-1.402, Board of Adjustment fees, paragraph f.1. is hereby amended and supplemented to read as follows:

The review fee deposit for a use variance application shall be $2,000 for a use variance described in Section 19-1.402d.1, $1,000 for a use variance described in Section 19-1.402d.2, and $500 for a hardship variance. For all other applications, the review deposit fee shall be determined as follows: When the Zoning Board of Adjustment determines that expert consultants and/or other professional services are necessary in connection with an application, the Secretary of the Board shall send one copy of the complete application to such expert consultant and/or professional whose services are deemed necessary by the Board. Within 14 days of receipt of the same, the professionals shall submit an estimate
of funds sufficient in amount to undertake technical reviews and findings of fact relative to
the application. The initial review fee deposit shall be equal to the estimate submitted by
the professionals. Where the property involved is a single-family home and the application
is for an addition and/or alteration, the initial review fee deposit shall be $250.

SECTION 3. Ordinances, resolutions, regulations or parts of ordinances, resolutions and
regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. 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 5. This Ordinance shall take effect immediately upon final passage 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                                      TOWNSHIP 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 _____________, 2018

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION CONCERNING THE ESTABLISHMENT AND POSTING OF A GROSS WEIGHT LIMIT FOR THAT PART OF FRANKLIN AVENUE THAT TRAVERSES THE BRIDGE OVER THE MORRISTOWN LINE IN THE TOWNSHIP OF DENVILLE

WHEREAS, the Township of Denville has jurisdiction over Franklin Avenue, a roadway carried by a railroad overhead bridge which is under the jurisdiction of New Jersey Transit Corporation and/or the New Jersey Department of Transportation; and

WHEREAS, Pickering, Corts & Summerson, Consulting Engineers & Surveyors, at the request of the New Jersey Department of Transportation, inspected the bridge and performed engineering related calculations concerning load posting for the bridge; and

WHEREAS, Pickering, Corts & Summerson determined that the bridge superstructure is in serious condition due to large spalls with exposed rusted prestressing strands and stirrups in the underside of several of the non-composite adjacent box beams and concluded that the bridge is both structurally deficient and functionally obsolete; and

WHEREAS, Pickering, Corts & Summerson has recommended that a seven (7) ton gross weight limit be established and posted if the present two (2) lanes of traffic are maintained; and

WHEREAS, the Township has been asked by New Jersey Transit and the New Jersey Department of Transportation to post and maintain signs on both bridge approaches advising of this weight restriction; and

WHEREAS, it appears that an emergent condition dictates that such action be taken in order to protect the health, safety and welfare of the general public.

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. The Council hereby declares that an emergent condition dictates the adoption of special traffic regulations concerning the use of a small portion of Franklin Avenue by a certain class of vehicle.
2. That a gross weight limit of seven (7) tons, as recommended by the New Jersey Department of Transportation, New Jersey Transit and Pickering, Corts & Summerson, Consulting Engineers & Surveyors, be established, approved, confirmed and consented to effective immediately on that portion of Franklin Avenue which traverses the railroad bridge over the Morristown Line at MP 35.93 in the Township of Denville, except that the weight limit shall not apply to vehicles that are owned and/or operated by the State of New Jersey, New Jersey Transit, their agents, contractors or employees engaged in maintenance operations or emergency repairs to the bridge; and

BE IT FURTHER RESOLVED that the proper notification shall be posted advising the general public and all others that said bridge and the roadway thereover are restricted to all vehicular traffic exceeding the prescribed limit. Said notice shall be that which is required by the Manual on Uniform Traffic Control Devices; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately and shall remain in effect for three months or until structural repairs are completed, whichever comes first; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Commissioner of Transportation for his information and approval, if deemed necessary, to New Jersey Transit and to Pickering, Corts & Summerson, Consulting Engineers & Surveyors.

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 AWARD OF A FIVE-YEAR LICENSE TO CONDUCT AGRICULTURAL ACTIVITY ON KNUTH FARM TO JEFFREY O’HARA

WHEREAS, on January 25, 2018, the Township of Denville received bids for a Five (5) Year License to Conduct Agricultural Activity on Knuth Farm; and

WHEREAS, Jeffrey O’Hara is the sole bidder for $100 per acre per year; and

WHEREAS, the Municipal Council wishes to award a Five (5) Year License to Conduct Agricultural Activity on Knuth Farm to Jeffrey O’Hara in accordance with his bid proposal.

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. A Five (5) Year License to Conduct Agricultural Activity on Knuth Farm is hereby awarded to Jeffrey O’Hara, t/a Union Hill Farms, 160 Casterline Road, Denville, NJ 07834 for the price of $100 per acre per year.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a license agreement with Jeffrey O’Hara.

3. 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 the Council meeting held on March 6, 2018.

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 2018 in the sum of $9,400.00, which is now available from NJ Office of Emergency Management Fiscal Year 2018 Emergency Management Performance Grant.

BE IT FURTHER RESOLVED that the like sum of $9,400.00 is hereby appropriated under the caption Homeland Security Grant $9,400.

BE IT FURTHER RESOLVED that one (1) copy of the Chapter 159 certification and approval form be forwarded to the Director of Local Government Services by electronic filing.

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 March 6, 2018.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION REJECTING BID FOR THE FIRE DEPARTMENT DIVE TEAM EQUIPMENT AND GRANTING PERMISSION TO RE-BID

WHEREAS, the Township of Denville solicited bids for Fire Department Dive Team Equipment; and

WHEREAS, on February 15, 2018, the Township received one (1) bid; and

WHEREAS, Administration has reviewed the bid and recommended that the one bid be rejected in order to allow for substantial revisions to the specifications by lowering the quantity of goods specified.

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 bid received for the Fire Department Dive Team Equipment is hereby rejected.

2. That the Township Purchasing Agent is authorized to advertise for new bids when revised specifications are developed.

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 on March 6, 2018.

Certification Dated: ___________________________  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>Sunrise Rotary</td>
<td>Duck Race</td>
<td>6/18/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rain Date 6/23/2018</td>
</tr>
<tr>
<td>Sunrise Rotary</td>
<td>On Premise 50/50</td>
<td>6/16/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rain Date 6/23/2018</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 March 6, 2018.

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION REFUNDING THE OVERPAYMENT OF 2018 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, due to the reasons stated below.

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 refund has been recorded in the taxpayer’s history files.

<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>30102 4</td>
<td>Property became exempt for 2018. 1st qtr. paid.</td>
<td>New Hope Community Church 52 Cooper Rd Denville, NJ 07834</td>
<td>$836.78</td>
</tr>
<tr>
<td>60702 3</td>
<td>Homeowner prepaid 2018 taxes. Mortgage Co. insisted on paying even though taxes were paid.</td>
<td>Richard Conger/Bonnie Fau 169 Morris Ave Denville, NJ 07834</td>
<td>$2,056.40</td>
</tr>
<tr>
<td>10402 12</td>
<td>Homeowner prepaid partial 2018 taxes even though Mortgage Co. is paying. Refund due to unexpected hardships at home.</td>
<td>Marcelo/Tara Zilioli 30 Mabro Dr Denville, NJ 07834</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

TOTAL: $5,893.18

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 March 6, 2018.
WHEREAS, the Township of Denville has been engaged in collective bargaining with the members of the Denville Township Public Works Employees' Association for a successor agreement to the agreement which expired on December 31, 2017; and

WHEREAS, both parties have executed a memorandum of agreement detailing the revised terms and conditions of the successor collective bargaining agreement, which include:

1) Four (4) year contract term: January 1, 2018 to December 31, 2021;
2) 37¢ per hour increase – effective January 1, 2018;
3) 27¢ per hour increase – effective January 1, 2019;
4) 29¢ per hour increase – effective January 1, 2020;
5) 29¢ per hour increase – effective January 1, 2021;
6) Employees hired on or after January 1, 2018 shall be able to accrue a maximum of twenty-five (25) days of vacation after 19 years of service;
7) Employees not eligible for additional compensation or time-off when municipal offices are closed as a result of inclement weather or other disaster;
8) DPW Employees Association agrees to withdraw pending grievance associated with request for additional compensation related to March 2017 snow storm;
9) CDL License stipend increase from $300 to $400 effective January 1, 2018; and
10) All other changes listed in the Memorandum of Agreement, signed on January 30, 2018 by and between the two parties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the Business Administrator (Acting Mayor) and Municipal Clerk to execute the Collective Bargaining Agreement between the Township of Denville and the Denville Township Public Works Employees' Association for the years 2018, 2019, 2020 and 2021; and

BE IT FURTHER RESOLVED that a fully-executed copy of the Collective Bargaining Agreement between the Township of Denville and the Denville Township Public Works Employees' Association shall remain on file in the Office of the Municipal Clerk and shall be available for inspection by the public during regular business hours.

This resolution shall take effect upon expiration of the statutory 20-day period following passage of Ordinance No. 03-18 by the Council and approval by the Acting Mayor, providing no suit, action, proceeding or referendum challenging or questioning said Ordinance has been commenced, and shall be retroactive to the extent set forth herein.

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 March 6, 2018.
RESOLUTION AUTHORIZING A TRANSFER OF $3,509.90 FROM THE DENVILLE GENERAL TRUST FUND TO THE TOWNSHIP'S AFFORDABLE HOUSING TRUST FUND

WHEREAS, by Resolution R-18-23 adopted January 17, 2018, the Municipal Council authorized the transfer of $10,000 from the Affordable Housing Trust Fund to the Denville General Trust Fund for administrative costs for calendar year 2018 actual and anticipated expenses; and

WHEREAS, due to an error in calculation, $3,509.90 of the amount transferred must be refunded to the Housing Trust Fund.

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 $3,509.90 be transferred from the Denville General Trust Fund to the Affordable Housing Trust Fund.

2. 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 on March 6, 2018.
WHEREAS, on December 14, 2017, the Township of Denville received seven (7) bids for the Muriel Hepner Park Pedestrian Bridge Replacement and

WHEREAS, CMS Construction, Inc., of Plainfield, New Jersey, submitted the lowest responsible and responsive bid in the amount of $187,900.00; and

WHEREAS, the Municipal Council wishes to award the contract for the Muriel Hepner Park Pedestrian Bridge Replacement to CMS Construction, Inc. in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #18-15, which is annexed hereto and made a part thereof, that this contract will be charged to the following budget appropriations and that adequate funds are available under the following line item accounts:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-573-901</td>
<td>$128,000</td>
</tr>
<tr>
<td>04-216-55-554-903</td>
<td>$10,400</td>
</tr>
<tr>
<td>02-289-55-752</td>
<td>$49,500</td>
</tr>
</tbody>
</table>

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. A contract for the Muriel Hepner Park Pedestrian Bridge Replacement is hereby awarded to CMS Construction, Inc., 521 North Avenue, Plainfield, New Jersey 07060 in accordance with its bid in the amount of $187,900.00.

2. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with CMS Construction, Inc. for the Muriel Hepner Park Pedestrian Bridge Replacement.

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 on March 6, 2018.

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 02/28/18

CMS Construction, Inc.
521 North Avenue
Plainfield, NJ 07060
Name and Address of Contractor

Muriel Hepner Park Bridge
Name of Description of Pending contract

<table>
<thead>
<tr>
<th>Amount of Contract</th>
<th>Name of Description of Pending contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>$187,900.00</td>
<td>Muriel Hepner Park Bridge</td>
</tr>
</tbody>
</table>

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</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>04-216-55-573-901</td>
<td>$128,000.00</td>
<td>$128,000.00</td>
</tr>
<tr>
<td>04-216-55-564-903</td>
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<td>10,400.00</td>
</tr>
<tr>
<td>02-289-55-752</td>
<td>49,500.00</td>
<td>49,500.00</td>
</tr>
</tbody>
</table>

TOTAL $187,900.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
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<td>$49,500.00</td>
</tr>
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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 available budget

CERT18-15
<table>
<thead>
<tr>
<th>Article</th>
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</thead>
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<td>Article I Definitions</td>
<td>CON-1</td>
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<td>Article II Rights and Responsibility of Contractor</td>
<td>CON-3</td>
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<tr>
<td>Article III Responsibility of Engineer</td>
<td>CON-5</td>
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<tr>
<td>Article IV Explanations and Work Sequence</td>
<td>CON-6</td>
</tr>
<tr>
<td>Article V Contractor's Representatives, Employees &amp; Office</td>
<td>CON-6</td>
</tr>
<tr>
<td>Article VI Discrepancies, Errors &amp; Omissions</td>
<td>CON-6</td>
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<tr>
<td>Article VII Insurance</td>
<td>CON-7</td>
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<tr>
<td>Article VIII Patents and Copyrights</td>
<td>CON-9</td>
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<tr>
<td>Article IX Registration of Motor Vehicles</td>
<td>CON-9</td>
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<td>Article X Provisions Required by Law Deemed Inserted</td>
<td>CON-9</td>
</tr>
<tr>
<td>Article XI Prevailing Wages</td>
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<tr>
<td>Article XII Compliance with Laws</td>
<td>CON-10</td>
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<tr>
<td>Article XIII Rights-of-Way and Easements</td>
<td>CON-10</td>
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<tr>
<td>Article XIV Access to the Work, Documents and Information</td>
<td>CON-11</td>
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<tr>
<td>Article XV Permits</td>
<td>CON-11</td>
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<td>Article XVI Assignment</td>
<td>CON-11</td>
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<td>Article XVII Subcontracts</td>
<td>CON-11</td>
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<td>Article XVIII Time of Beginning Work</td>
<td>CON-12</td>
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<tr>
<td>Article XIX Intermediate Times of Completion and Default</td>
<td>CON-12</td>
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<tr>
<td>Article XX Final Completion</td>
<td>CON-13</td>
</tr>
<tr>
<td>Article XXI Suspension of Work, Delay and No Damages for Delay</td>
<td>CON-13</td>
</tr>
<tr>
<td>Article</td>
<td>Description</td>
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<td>------------------------------------------------------------------------------</td>
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<tr>
<td>Article XXII</td>
<td>Damages and Liquidated Damages</td>
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<tr>
<td>Article XXIII</td>
<td>Night, Weekend &amp; Holiday Work</td>
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<tr>
<td>Article XXIV</td>
<td>Acceleration</td>
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<td>Article XXV</td>
<td>Illegal Drugs and Intoxicating Liquors</td>
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<td>Article XXVI</td>
<td>Examination of Work and Testing</td>
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<td>Article XXVII</td>
<td>Defective Work</td>
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<tr>
<td>Article XXVIII</td>
<td>Protection of Work</td>
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<tr>
<td>Article XXIX</td>
<td>Mistakes of Contractor</td>
</tr>
<tr>
<td>Article XXX</td>
<td>Title to Work, Materials and Equipment</td>
</tr>
<tr>
<td>Article XXXI</td>
<td>Changes</td>
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<tr>
<td>Article XXXII</td>
<td>Changes Not to Affect Bond</td>
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<tr>
<td>Article XXXIII</td>
<td>Discontinuance of Work</td>
</tr>
<tr>
<td>Article XXXIV</td>
<td>Money May Be Retained</td>
</tr>
<tr>
<td>Article XXXV</td>
<td>Applications for Payment</td>
</tr>
<tr>
<td>Article XXXVI</td>
<td>Final Estimate and Payment</td>
</tr>
<tr>
<td>Article XXXVII</td>
<td>Liens</td>
</tr>
<tr>
<td>Article XXXVIII</td>
<td>Waivers</td>
</tr>
<tr>
<td>Article XXXIX</td>
<td>Liability of Owner</td>
</tr>
<tr>
<td>Article XL</td>
<td>Warranty</td>
</tr>
<tr>
<td>Article XLI</td>
<td>Maintenance Period</td>
</tr>
<tr>
<td>Article XLII</td>
<td>Legal Address of Contractor</td>
</tr>
<tr>
<td>Article XLIII</td>
<td>Right of the Owner to Terminate Contract or Give a Three (3) Day Deficiency Notice</td>
</tr>
<tr>
<td>Article XLIV</td>
<td>Use and Occupancy Prior to Acceptance by Owner</td>
</tr>
<tr>
<td>Article XLV</td>
<td>Payment for Uncorrected Work</td>
</tr>
<tr>
<td>Article XLVI</td>
<td>Oral Agreements</td>
</tr>
<tr>
<td>Article</td>
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<tr>
<td>Article XLVII</td>
<td>Contractor Books and Records</td>
</tr>
<tr>
<td>Article XLVIII</td>
<td>Disputes</td>
</tr>
<tr>
<td>Article XLIX</td>
<td>Ownership Disclosure</td>
</tr>
</tbody>
</table>
THIS AGREEMENT, made and entered into this ___ day of __________, 2018, by and between the TOWNSHIP OF DENVILLE, Morris County, State of New Jersey, party of the first part, hereinafter designated as the Owner, and CMS CONSTRUCTION, INC, with legal address at 521 NORTH AVENUE, PLAINFIELD, NJ 07080, in the County of UNION, State of NEW JERSEY, party of the second part, hereinafter designated as the Contractor.

Owner shall pay Contractor $187,900.00 for completion of the Work in accordance with the Contract Documents equal to the sum as set forth in the Bid form. As provided in Section 1.6 – Measurement and Payment, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as per the related specification section for the item.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part for itself and for its successors and assigns, and the party of the second part for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I - DEFINITIONS

Wherever the words defined in this Article, or pronouns used in their stead, occur in the Contract Documents (as defined herein), they shall have the following meanings:

The word "Owner" shall mean the party of the first part above designated or any agency or officer duly authorized to act in its place under this Contract.

The word "Contractor" shall mean the party of the second part above designated, entering into this Contract for the performance of the work required to be performed hereunder, and the legal representatives of the said party, or agents appointed to act for the said party in the performance of the work.

The word "Engineer" shall mean Mott MacDonald, of 412 Mt. Kemble Avenue, Suite G22, Morristown, New Jersey 07960, acting through properly authorized agents or project representatives, such agents or project representatives acting within the scope of their authority; or such other engineer named by the Owner in the event that Mott MacDonald is unable to act or ceases to act as the Engineer for the Owner.

The word "Contract" shall mean this Contract of the Township of Denville, Morris County, New Jersey, Muriel Hepner Park Pedestrian Bridge Replacement - Rebid.

The words "Contract Documents" shall mean, collectively, all of the covenants, terms and conditions in this Contract and in the documents which constitute essential parts of this Contract and which are hereby made part hereof as if set forth at length herein, to wit:

I. General Conditions

A. Notice to Bidders
B. Information for Bidders
C. County & State Wage Rates
D. Scope of Contract
E. Bid

(1) Schedule of Bid Items
The words "Substantial Completion" or "substantial completion" or "substantially complete" shall mean satisfactory completion of the major portions of the Contract work, including, without limitation, inspection and testing and the issuance of any necessary governmental Certificates of Occupancy, so that the facility may be turned over to the Owner for its intended use or occupancy. The date of Substantial Completion shall be certified by the Engineer.

The words "Drawings" and "Contract Drawings" shall mean the drawings which show the character and scope of the work to be performed and which are described in the Article of the Information for Bidders entitled, "Contract Drawings".

The words "General Conditions" shall mean everything hereinbefore defined under the word "Contract Documents", except for the Specifications and the Drawings.

II. Specifications

A. General Requirements
B. Detailed Specifications
C. Appendices

III. Drawings

The words "Contract Price" shall mean the total amount earned by the Contractor and paid in the final estimate and payment under the Article of the Contract entitled, "Final Estimate and Payment".

The word "Specifications" shall mean, collectively, all of the terms and stipulations contained in the General Requirements and in the Detailed Specifications. The requirements of the General Requirements shall be considered part of each Division of the Detailed Specifications.

The words "Final Completion" or "final completion" shall mean the proper completion of all work, for the entire project as contemplated and provided for under the Contract, sufficient for the acceptance by the Owner. If any items of work shall not have been properly completed, e.g., should any punch list items remain uncompleted, Final Completion shall not have been achieved. The Owner, with the advice of the Engineer, shall fix the date of Final Completion of all the work and shall annotate the date of Final Completion upon the Contractor's final Application for Payment.

The words "Substantial Completion" or "substantial completion" or "substantially complete" shall mean satisfactory completion of the major portions of the Contract work, including, without limitation, inspection and testing and the issuance of any necessary governmental Certificates of Occupancy, so that the facility may be turned over to the Owner for its intended use or occupancy. The date of Substantial Completion shall be certified by the Engineer.

The words "Drawings" and "Contract Drawings" shall mean the drawings which show the character and scope of the work to be performed and which are described in the Article of the Information for Bidders entitled, "Contract Drawings".

The words "General Conditions" shall mean everything hereinbefore defined under the word "Contract Documents", except for the Specifications and the Drawings.
The superintendent shall be present at the construction site at all times so as to ensure the proper performance and coordination of the Contractor's work and that of its subcontractors.

C. Use and Care of Construction Site and Property

The Contractor shall ensure that its personnel and equipment and those of its subcontractors, materialmen, suppliers, etc., shall enter only the land and areas identified in and expressly permitted by the Contract Documents. The Contractor shall further ensure that the use of the construction site or any other lands or areas to which the Contractor or any of its personnel, equipment, subcontractors, materialmen, suppliers, etc., are permitted entry (including, without limitation, easement and right-of-way areas), shall be limited to the uses permitted by the Contract Documents and such uses shall be conducted in the manner required by the Contract Documents.

The Contractor shall be fully responsible for all damage to the construction site and any other lands or areas (including, without limitation, any improvements, monuments, structures, trees or shrubs...
The Contractor shall indemnify, defend, save and hold the Owner, Engineer and their consultants, and the officers, employees and agents of each of them and all owners of property upon which work is being performed hereunder pursuant to easement or right-of-way agreements, harmless from and against any damage, liability, loss, costs (including but not limited to attorneys' fees and court and arbitration costs) or claims arising out of, resulting from or related to, the performance or nonperformance of the work provided for in the contract documents, except to the extent such claims arise from the negligence of the Owner, the Engineer, or their consultants, officers, employees or agents. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

The Contractor shall indemnify and save harmless the Owner and Engineer and all persons acting for or on behalf of them from all claims and liability of any nature or kind, including costs and expenses arising from or occasioned by any infringement or alleged infringement of patent rights on any invention, process, article or apparatus, or any part thereof, furnished and installed by said Contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

These Indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws, including but not limited to the laws pertaining to indemnification. These indemnification provisions shall survive the completion and acceptance of the Contract, and shall be effective until the statutes of limitation and repose have run.

D. Safety

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for construction site safety, generally. The Contractor shall be solely responsible for and shall take all precautions for the safety of all persons on the work and other persons who may be affected thereby. The Contractor shall provide the necessary protection to prevent damage to all work and materials and equipment to be incorporated in the work and all other property at the construction site and at lands and areas which the Contractor is authorized to enter under the Contract Documents. These requirements will apply continuously 24 hours per day until final acceptance of the work by the Owner.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property in or about the construction site and to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

The Engineer's observation of the Contractor's performance of the work is to be solely in behalf of the Owner and not in behalf of the Contractor and is not intended to relieve or absolve the Contractor for any inadequacy of the Contractor's safety measures or safety plan(s).

E. Indemnification

The Contractor shall indemnify, defend, save and hold the Owner, Engineer and their consultants, and the officers, employees and agents of each of them and all owners of property upon which work is being performed hereunder pursuant to easement or right-of-way agreements, harmless from and against any damage, liability, loss, costs (including but not limited to attorneys' fees and court and arbitration costs) or claims arising out of, resulting from or related to, the performance or nonperformance of the work provided for in the contract documents, except to the extent such claims arise from the negligence of the Owner, the Engineer, or their consultants, officers, employees or agents. The Contractor's indemnification obligations shall not be limited by the amounts of insurance required to be carried by the Contractor under this Contract.

The Contractor shall indemnify and save harmless the Owner and Engineer and all persons acting for or on behalf of them from all claims and liability of any nature or kind, including costs and expenses arising from or occasioned by any infringement or alleged infringement of patent rights on any invention, process, article or apparatus, or any part thereof, furnished and installed by said Contractor or arising from or occasioned by the use or manufacture thereof, including their use by the Owner.

These Indemnifications are intended to provide the broadest indemnification permitted by law and shall be construed consistent with all applicable laws, including but not limited to the laws pertaining to indemnification. These indemnification provisions shall survive the completion and acceptance of the Contract, and shall be effective until the statutes of limitation and repose have run.
ARTICLE III - RESPONSIBILITY OF THE ENGINEER

The Engineer shall initially decide, as an independent professional, questions which may arise as to the quality, quantity and acceptability of materials furnished, acceptability of the work performed, rate of progress of the work, interpretation of Drawings and Specifications and items related thereto, as provided herein. The duties and responsibilities of the Engineer as set forth herein shall not be extended except through written consent of the Engineer and the Owner.

a. Observation of the Work: The Engineer will make visits to the construction site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Engineer shall be provided access to all parts of the work and shall be furnished with such information and assistance by the Contractor as the Engineer may require to make its observations and construction review. The Contractor shall also make all materials and equipment available at all times for observation by the Engineer. Observations may be made at the source of material or supply, whether mill, plant or shop, as well as at the construction site. The Engineer will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work.

b. Acceptability of Work: The Engineer shall have authority to disapprove or reject work which the Engineer believes to be defective work or work not in accordance with the Contract Documents and shall also have authority to require special inspection or testing of the work as authorized in the Contract Documents, whether or not the work is fabricated, installed or completed. The Contractor agrees to abide by the Engineer's decisions relative to the acceptability of the work.

c. Engineer's Decisions: The Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder in behalf of the Owner. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents will be referred to the Engineer in writing with a request for a formal decision in accordance with this subparagraph, which the Engineer will make within a reasonable time. Written notice of each such claim, dispute or other matter will be delivered by the claimant to the Engineer and to the other party promptly (but in no event later than thirty (30) days) after the occurrence of the event giving rise thereto, and adequate written supporting data will be submitted to Engineer within sixty (60) days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim. The rendering of a formal decision by the Engineer with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the claimant of such rights or remedies as it may have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

d. Limitations of Engineer's Responsibilities: Neither the Engineer's authority nor responsibility under the Contract Documents shall give rise to any duty or responsibility of the Engineer to the Contractor, or any subcontractor or materialman of the Contractor, or to any other person performing any of the work. The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for construction site safety generally, and the Engineer will not be responsible for the Contractor's failure to perform or complete the work in accordance with the Contract Documents. The Engineer will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any materialman, or any other person performing or furnishing any of the work. Nothing herein shall be construed to increase, change, limit or reduce the Engineer's obligations to Owner as set forth in prior consulting agreements or contracts relating to this project.
ARTICLE IV - EXPLANATIONS AND WORK SEQUENCE

The Engineer shall make any explanations, clarifications and interpretations, requested in writing by the Contractor and considered necessary by the Engineer, as to the meaning and intention of the Contract Drawings and Specifications. Such explanations, clarifications and Interpretations shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

The Contractor's order or sequence of execution of the work and the general conduct of the work shall be subject to the disapproval of the Engineer. The Engineer shall have authority to direct the Contractor that changes in the Contractor's means, methods, techniques, sequences or procedures of construction are necessary to accord with the Intent of the Contract Documents or with good construction practice. However, the Engineer shall not be required to advise the Contractor on the substitute means, methods, techniques, sequences or procedures of construction to be utilized or on how the Contractor may overcome any particular problems or difficulties, but the Contractor shall have the responsibility to make proposals in this regard for the consideration of the Engineer.

The Contractor must consult with the Engineer as to sequence of work and intermediate times of completion as set forth in the Schedule of Intermediate Completion Times. The Contractor is hereby notified that the approved Construction Schedules must be considered the general sequence of the work and the Engineer may request that they be amended, supplemented or modified from time to time during the period of construction to accord with the intent of the Contract Documents, good construction practice, and the actual progress of the work.

Such changes, amendments, supplements or modifications shall in no way entitle the Contractor to additional compensation or affect the responsibility of the Contractor for the work.

ARTICLE V - CONTRACTOR'S REPRESENTATIVES, EMPLOYEES & OFFICE

The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees and those of its subcontractors (of any tier) and materialmen and shall not employ on the work any unfit person or anyone not skilled in the task assigned them.

The Contractor shall maintain an office at the site of the work, where copies of the Contract Documents and of all working drawings shall be kept available for use at any time.

ARTICLE VI - DISCREPANCIES, ERRORS & OMISSIONS

The Contract Documents are intended to be mutually explanatory of each other, but should any discrepancy appear or any contradiction arise or be detected by the Contractor as to anything contained therein, the Contractor shall promptly call the same to the attention of the Engineer and the Contractor shall be deemed to have bid the Contract predicated on the more expensive way of performing such work and the interpretation and decision of the Engineer shall be binding on the Contractor. The Contractor shall be held responsible for all corrective measures and associated costs for failure to notify the Engineer of such discrepancy or contradiction.

Any correction of errors or omissions in the Contract Documents may be made by the Engineer when such correction is necessary for the proper fulfillment of the Contract as construed by him. Except as otherwise provided in this Article, where said correction of errors or omissions materially adds to the cost or time required for the work to be done by the Contractor, compensation for said additional work and/or an extension of time may be granted under the Article of this Contract entitled "Changes".

If any item of work is required by the Drawings but is omitted in the Specifications, such item shall be required. If any item of work is required by the Specifications but omitted in the Drawings, such item shall be required. If any item of work is omitted both in the Drawings and Specifications, whether intentionally or otherwise, when the same is usually and customarily required to complete fully the
work specified herein, such item shall be required. None of the foregoing shall entitle the Contractor to extra compensation or an extension of time, but the said items of work shall be provided as if called for by all of the Contract Documents.

ARTICLE VII - INSURANCE

In accordance with the provisions of the Article of the Information for Bidders entitled, "Failure to Enter Contract", as a condition precedent to the Owner's obligation to execute this Contract, the Contractor is required to submit evidence (consisting of Certificates of Insurance, Insurance Binders, and such other information and/or documentation that may be requested by the Owner) satisfactory to the Owner showing that the Contractor has obtained all insurance coverages required herein. Neither the Contractor nor any of the Contractor's agents, employees or subcontractors are permitted to enter the site or to perform any work on the Contract unless all of the insurance required by the Contract Documents is in effect.

Nothing contained in this Article entitled, "Insurance" 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 interests of the Owner; Contractor; Engineer and Engineer's consultants, County of Morris all of whom shall be listed as additional insureds on such policies. Contractor waives all rights of subrogation against the Owner; Engineer and all parties named as additional insureds 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 any of the parties named as additional insureds.

The Contractor acknowledges that the Owner, Engineer and Engineer's consultants have insurable interests in the project under the Contractor's insurance policies.

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 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 directly or indirectly employed by any of them to perform or furnish any work, or by anyone for whose acts any of them may be liable, with companies satisfactory to the Owner, as follows:

a. **Worker's Compensation and Employer's Liability Insurance** - covering all of the Contractor's employees 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 $500,000 for bodily injury by accident, $500,000 for occupational disease and $500,000 aggregate limit.

b. **Commercial General Liability Insurance** - shall include Bodily Injury and Property Damage. Combined Single Limit with a limit no less than $1,000,000 for any one occurrence, $2,000,000 General Aggregate and $2,000,000 Products and Completed Operations Aggregate. Personal injury coverage must be included with a $1,000,000 limit. A Per Project Aggregate must be included. Broad Form Property Damage Insurance must be included. Contractual Liability Insurance must be included, expressly insuring the Contractor's liability for occurrences assumed by the Contractor under the indemnification clause set forth in the Article of the Contract entitled, "Rights and Responsibility of Contractor", to the extent covered by the standard form of Commercial General Liability policy in New Jersey. Completed Operations Coverage must be provided for a minimum of 2 years from completion of the project.
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 $1,000,000 combined single limit for bodily injury and property damage.

d. **Umbrella Liability Insurance** - providing coverage at least as broad as that provided by the Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Employers Liability Insurance required in a., b., and c. above, with a limit of not less than $3,000,000 per occurrence and $3,000,000 aggregate.

e. **Builder's Risk Insurance** - covering the project under construction in an amount equal to the accepted total bid price of the Contract. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). The insurance may have a deductible not to exceed $10,000.00 which shall be borne by the Contractor.

f. **Policy Limits** - specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

g. **Periods of Coverage** - The Builder's Risk Insurance shall remain in full force and effect until Substantial Completion shall have been certified by the Engineer, provided, however, that such coverage shall not be terminated unless and until the Owner shall have acknowledged in writing to the Contractor that the Owner's insurers have placed permanent insurance for the facility. All other policies required under this Contract shall remain in full force and effect until the Contractor's Maintenance Bond has been released.

h. **Certificates of Insurance** required above must be filed with the Owner with a copy to the Engineer before the Contract is signed on behalf of the Owner. All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Owner of any policy cancellation, material change, or non-renewal.

i. **Forms of Policies** - all liability insurance shall be on an occurrence basis.

j. **Subcontractors** - shall be required by the Contractor to provide the following insurance:

1. **Worker's Compensation and Employer's Liability Insurance** - covering all of the subcontractor's employees 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 $500,000 for bodily injury by accident, $500,000 for occupational disease and $500,000 aggregate limit.

2. **Commercial General Liability Insurance** - shall include Bodily Injury and Property Damage. Combined Single Limit with a limit of not less than $1,000,000 for any one occurrence, $2,000,000 General Aggregate and $2,000,000 Products and Completed Operations Aggregate. Personal Injury coverage must be included with a $1,000,000 limit. A Per Project Aggregate must be included. Broad Form Property Damage must be included.

3. **Comprehensive Automobile Liability Insurance** - covering subcontractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than $1,000,000 aggregate for bodily injury and property damage.

4. **Policy Limits** - specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.
The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act, the Article of the Information for Bidders entitled, “State Wage Rates” and the Contractor shall comply with the applicable provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.25).

ARTICLE XI - PREVAILING WAGES

Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein as if set forth at length herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or inadvertence or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion and such adjustment shall be made without adjustment of the Contract Price or the time for performance of the Contract.

ARTICLE XI - PREVAILING WAGES

The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act, the Article of the Information for Bidders entitled, “State Wage Rates” and the Contractor shall comply with the applicable provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.25).
All laborers, workers and mechanics shall be paid not less than the prevailing rate of wage established by law for the type of work to be done in the place in which it is or is to be performed. The Contractor is obligated to pay the higher of the State or Federal wage rates. The violation of the foregoing provision shall constitute a breach of the Contract, and the foregoing provision shall be considered to be a contract for the benefit of the workers, laborers and mechanics, upon which such laborers, workers and mechanics shall have the right to maintain an action against their employers for the difference between the prevailing rate of wage and the rate of wage actually received by them. Any such action by the workers shall be against their respective employers and not against the Owner or Engineer.

In the event it is found that any workman, employed by the Contractor or any subcontractor covered by this Contract, has been paid a rate of wages less than the prevailing wage required to be paid by this Contract, the Owner may terminate the Contractor’s or subcontractor’s right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

ARTICLE XII - COMPLIANCE WITH LAWS

The Contractor shall keep its fully informed of all existing and future federal and state laws and municipal ordinances and regulations in any manner affecting the work, those engaged or employed in the work, the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Contract Documents pertaining to the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with and cause all its subcontractors and employees to observe and comply with, all applicable statutes, regulations, ordinances, orders and decrees in effect prior to or during the life of this Contract and shall indemnify the Owner and the Engineer, and their officers, agents and employees against any claim or liability arising from or based upon the violation or alleged violation of such statute, regulation, ordinance, order or decree, whether by himself, his subcontractors, or their agents or employees.

The provisions of the U.S. Occupational Safety and Health Act (OSHA) and its implementing regulations and all safety standards promulgated thereunder shall be observed by the Contractor in the performance of the Contract, whether or not they would otherwise be applicable.

ARTICLE XIII - RIGHTS-OF-WAY AND EASEMENTS

The Owner will obtain such rights-of-way and easements from federal, state, county, municipal and any other public authorities, railroad and utility companies and all other property owners, as are indicated in the Contract Documents. The Contractor shall inform himself of the location and extent of such rights-of-way and easements.

Any land, access, right-of-way or easement, not specifically shown in the Contract Documents as being furnished by the Owner, that may be required by the Contractor for temporary construction facilities or for storage of materials, shall be provided by the Contractor with no cost or liability to the Owner and the Contractor shall indemnify the Owner and the Engineers from and against all claims and liabilities arising out or connected therewith.

The Contractor is responsible for the restoration of rights-of-way and easement areas provided under the Contract Documents to good condition and as near to the original condition prior to disturbance by the Contractor as practicable. The required restoration includes, without limitation, the restoration of roads and other structures, trees, shrubbery, lawns and environmental features. Such restoration is a part of the Contract work and shall be included in the coverage of the Contractor’s bonds.
ARTICLE XIV - ACCESS TO THE WORK, DOCUMENTS AND INFORMATION

The Contractor shall provide the representatives of the Owner, the Engineer, and testing agencies and governmental agencies with jurisdictional interests, with access to the work under this Contract, whenever it is in preparation or progress, for observation, inspection and testing. The Contractor shall provide proper facilities and safety protections for such access.

ARTICLE XV - PERMITS

Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay for all construction permits and licenses, including, without limitation, building permits, road opening permits and blasting permits. The Owner will reimburse the Contractor for the direct cost of obtaining such permits. The Contractor shall obtain the consent of and shall bear the charges of all utilities and agencies involved for connections with the work. Any performance bonds or sureties required for the Permit will be paid for by the Contractor and not reimbursed by Owner.

The Owner will apply for and pay for any other necessary permits (other than the construction permits referred to above) from the following agencies and the Contractor will assist the Owner, when necessary, in obtaining such permits:

NJDEP: Flood Hazard/Freshwater Wetlands Permit

The conditions pertaining to construction activity made part of any such permits shall be considered conditions of the Contract and the Contractor shall comply with them without additional charge.

The methods of construction to be utilized by the Contractor must satisfy the requirements of the agencies having jurisdiction. Generally, the "methods of construction" are defined as the means to be employed by the Contractor to obtain the end results required by the design.

The Contractor shall, at its own expense, post all necessary sureties required by the agencies issuing the permits.

THE CONTRACTOR SHALL NOT EXCEED A LAND DISTURBANCE OF 5,000 S.F. AT ANY ONE TIME.

ARTICLE XVI - ASSIGNMENT

The Contractor shall not assign, transfer, convey, hypothecate, or otherwise dispose of this Contract, or his right, title or interest in or to the same or any part thereof, without the prior express consent, in writing, of the Owner, and the Contractor shall not assign, by power of attorney or otherwise, any of the moneys to become due and payable under this Contract unless by and with the like consent of the Owner. Consent by the Owner to an assignment of this Contract shall not, in any way, release the Contractor from the conditions, covenants and agreements herein undertaken to be done and performed by the Contractor, but such duty to perform shall continue as though such assignment had not been made.

ARTICLE XVII - SUBCONTRACTS

At the times set forth in the Contract Documents for certain subcontractors (See "Listing of Subcontractors to be Used" in Proposal Pages), and when requested by the Owner for other subcontractors, but in any case (for all subcontractors) prior to the subcontractor's being permitted to enter the construction site or to perform any work, the Contractor shall submit, in writing, to the Owner and the Engineer, the names and addresses of all subcontractors proposed for the work. The Contractor shall also submit to the Owner at such time(s) satisfactory evidence of the required insurance coverage for each proposed subcontractor.
In the event that the Contractor defaults in meeting a time period as set forth herein then the Owner shall, at any time thereafter before the Contractor has timely achieved a subsequent Intermediate Completion Time and before the full completion of the Contract, have the option of terminating the Contract. In the event that the Owner so terminates the Contract, the Contractor shall be paid for only such work installed under the terms of the Contract, as shall be determined by the Engineer, and shall not be entitled to any additional monies for loss of profit for the work to be performed under the terms of the Contract. The Owner shall withhold any payments due to the Contractor at the time of such termination until such time the Owner enters into an agreement for the balance of the work. In the event that the Owner, in accordance with the bids received, awards the Contract to the lowest responsible bidder which requires the Owner to pay for the balance of the work to be done in excess of the amount which was to be paid the Contractor for balance of work, as determined by Engineer, then the Owner shall be authorized to apply any monies of the Contractor retained by the Owner toward this difference, remitting to Contractor the balance if any. In the event that such monies are insufficient to cover the said difference, the Contractor shall promptly pay any deficiency to the Owner.

ARTICLE XVII - TIME OF BEGINNING WORK

The Contractor shall commence work within ten (10) days after receipt of written Notice to Proceed from the Owner.

ARTICLE XIX - INTERMEDIATE TIMES OF COMPLETION AND DEFAULT

The Contractor hereby warrants that it will complete the Contract within the overall time period as set forth in the Contract Documents. It further warrants that it will complete its construction work as set forth in the Schedule of Intermediate Completion Times set forth in the Article of the Information for Bidders entitled, "Time Limit" and "Damages", in the Special Conditions and any amendments, addenda, supplements and modifications thereto.

The time set forth therein and elsewhere for final completion and acceptance of the various phases of the work are hereby made "time of the essence". In the event that Contractor fails to complete work within the time period required, at the option of the Owner, the Contractor shall be in default of this Contract.

In the event that the Contractor defaults in meeting a time period as set forth herein then the Owner shall, at any time thereafter before the Contractor has timely achieved a subsequent Intermediate Completion Time and before the full completion of the Contract, have the option of terminating the Contract. In the event that the Owner so terminates the Contract, the Contractor shall be paid for only such work installed under the terms of the Contract, as shall be determined by the Engineer, and shall not be entitled to any additional monies for loss of profit for the work to be performed under the terms of the Contract. The Owner shall withhold any payments due to the Contractor at the time of such termination until such time the Owner enters into an agreement for the balance of the work. In the event that the Owner, in accordance with the bids received, awards the Contract to the lowest responsible bidder which requires the Owner to pay for the balance of the work to be done in excess of the amount which was to be paid the Contractor for balance of work, as determined by Engineer, then the Owner shall be authorized to apply any monies of the Contractor retained by the Owner toward this difference, remitting to Contractor the balance if any. In the event that such monies are insufficient to cover the said difference, the Contractor shall promptly pay any deficiency to the Owner.

Subcontractors named under N.J.S.A. 40A:11-16 may not be changed except at the request of or with the express prior written approval of the Owner for good cause shown. The Contractor shall be fully responsible to the Owner and Engineer for the acts and omissions of the Contractor's subcontractors (of any tier), materialmen and other persons and organizations performing or furnishing any of the work and of their direct and indirect employees, to the same extent as Contractor is responsible for its own acts and omissions and those of its agents and employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor (of any tier) and the Owner or Engineer.

The Contractor hereby warrants that it will complete the Contract within the overall time period as set forth in the Contract Documents. It further warrants that it will complete its construction work as set forth in the Schedule of Intermediate Completion Times set forth in the Article of the Information for Bidders entitled, "Time Limit" and "Damages", in the Special Conditions and any amendments, addenda, supplements and modifications thereto.

For convenience of reference and to facilitate the letting of Contracts and subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer arbiters to establish limits of responsibility in the subcontracts between the Contractor and his subcontractors or sub-subcontractors.
In the event that the Owner elects not to declare Contractor in default, then Owner shall not be required to pay Contractor any monies for work performed by Contractor until such time that Contractor overcomes his delay and completes the work in accordance with a subsequent Intermediate Completion Time or completes the whole of the work.

The Owner's remedies under this Article are in addition to and not in lieu of the Article of this Contract entitled, "Damages and Liquidated Damages".

ARTICLE XXI - FINAL COMPLETION

The Contractor's rate of progress shall be such that the Base Bid work shall be finally completed in accordance with the terms of this Contract within the time limit established for the project starting from the Contractor's receipt of the Notice to Proceed, unless and except as the Contractor shall be granted an extension of time under the Article of this Contract entitled, "Suspension of Work, Delay and No Damage for Delay" or under the Article entitled, "Changes".

It is expressly understood and agreed by and between the Contractor and the Owner, that the Contract time for the completion of the work and the Intermediate Completion Times described in the Contract Documents are reasonable times taking into consideration the climatic conditions, economic conditions, labor force and other factors prevailing in the locality of the work.

The time in which this contract is to be performed and completed and the Intermediate Completion Times are of the essence of this Agreement.

ARTICLE XXI - SUSPENSION OF WORK
DELAY AND NO DAMAGES FOR DELAY

If the Contractor is delayed at any time in the progress of the work for any of the following reasons, then the Time of Completion may be extended for such reasonable time as the Owner may decide, provided, however, that in no case shall the additional time exceed the time of the delay; but the Contractor shall have no right to, nor shall he make any claim whatsoever for damages, additional compensation or costs of any type by reason of the delay if caused by:

1. Lock-outs, strikes, fire, unavoidable casualties, war, natural disasters, acts of terrorism, civil or political disturbances; or

2. The negligence, tortious conduct, other wrongful acts or the default of other contractors, subcontractors, utility companies, or other companies or businesses, or their employees, agents or assigns, involved in the Project.

In the event that the delay is caused by the Owner's negligence, bad faith, active interference, or tortuous conduct, the Contractor may make a claim for its damages caused by said delay. The Owner will review and evaluate the merits of each claim submitted. The Owner will endeavor to work cooperatively with the Contractor to resolve these issues in a timely manner.

The Contractor shall, as a condition precedent to any entitlement to an extension of time, notify the Engineer and the Owner in writing, as soon as possible but in any case within four (4) calendar days of the beginning of the delay, referencing this Article, the precise cause or causes of the delay, and any measures taken or to be taken to prevent or minimize the delay. The Contractor shall, as a further condition precedent to any entitlement to an extension of time, provide the Engineer and the Owner, in writing, as soon as possible and in any case within thirty (30) calendar days of the delay, the full particulars of the delay. The Contractor shall take all necessary action to prevent or minimize any such delay. The burden of proving that any extension of time is warranted shall rest with the Contractor.
Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

ARTICLE XXII - DAMAGES AND LIQUIDATED DAMAGES

The parties acknowledge that in the event of a default in performance by the Contractor it is foreseeable that the Owner will suffer damages for which it is entitled to be compensated, both by virtue of the provisions of this Contract and as a matter of applicable law. Certain of these damages may be reasonably ascertaining. Others shall consist of intangible losses which are difficult of calculation, including but not limited to revenue losses and general and administrative costs. For these intangible losses, in the event the Contractor fails satisfactorily to complete all work for the entire project as contemplated and provided for under this Contract or before the time wherein final completion is required under the terms of the Contract Documents, the Contractor shall be liable for, and the Owner may deduct from the Contract price the sum of $500.00 as liquidated damages for each calendar day (Sundays and legal holidays included) of delay. Such damages shall continue for the period of time that final completion has not been met and the sum thereof is hereby, in view of the difficulty of estimating such damages, fixed and determined as liquidated damages which the Owner will suffer by such time delay. The sum determined pursuant to this paragraph is not a penalty but an attempt reasonably to forecast the potential harm due to intangible losses caused by delay. The Contractor acknowledges that in submitting its bid and in setting the amount thereof it has ascertained the risk of nonperformance under this Article to the same extent as if the Contractor and the Owner had negotiated the amount of liquidated damages at arm's length.

In addition to and not in lieu of liquidated damages for the intangible costs of delay, the Contractor shall be liable for compensatory damages as allowed by law and in addition as hereinafter provided.

The Contractor agrees that, as compensatory damages due on account of delay in performance of the Contract, the Contractor shall be liable for and the Owner may deduct from the Contract price the actual costs, resulting from the Contractor's failure to complete the work contemplated herein within the time provided, for payment for the services of construction observers necessarily employed on the work and for the services of the Engineer for any number of days in excess of the time allowed in the Contract Documents and for payment for all fines and penalties of whatever description imposed by the State of New Jersey or other governmental agency.

If the amounts of liquidated or compensatory damages due from the Contractor exceed the amounts of all monies due and to become due to the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

ARTICLE XXIII - NIGHT, WEEKEND & HOLIDAY WORK

The Contractor shall notify the Engineer in advance of the nature and timing of the work which it intends to do during nights or on weekends or holidays.

No night, weekend or holiday work shall be conducted in violation of law, including, without limitation, applicable noise restrictions.

The Contractor shall not be entitled to compensation beyond the bid amount for any costs incurred for work done during nights, weekends or holidays in order to accommodate the Owner's operational requirements.

Except where it is necessary for the Contractor to work nights, weekends, and holidays, as indicated above, the Contractor shall not schedule work to be done at night or on weekends or holidays except for the usual protective work such as pumping, tending of lights and heating apparatus, etc.
The Contractor's attention is called to the fact that certain aspects of the construction work may have to be scheduled outside of normal working hours due to operational requirements of existing facilities and the Owner's ability to interrupt or modify existing operations. The Contractor may be obligated to work nights, weekends, or holidays to accommodate the Owner's operational requirements.

ARTICLE XXIV - ACCELERATION

If, in the opinion of the Owner, upon the advice of the Engineer, the Contractor is not making sufficient progress to complete this Contract within the time specified in the Contract Documents, based upon the remaining time within which the work is required to be completed, the Owner may, after giving written notice to the Contractor, require the Contractor to accelerate its performance and employ sufficient means and make sufficient progress so that final completion will be achieved by the time required by the Contract Documents.

Neither the Owner nor the Contractor shall in any way relieve the Contractor from its obligation to complete its performance in a timely manner.

The Contractor shall not be entitled to any additional compensation by reason of such acceleration.

ARTICLE XXV - ILLEGAL DRUGS AND INTOXICATING LIQUORS

The Contractor shall strictly prohibit all persons from using or being under the influence of illegal drugs or intoxicating liquors upon or about the work site(s).

ARTICLE XXVI - EXAMINATION OF WORK AND TESTING

The representatives of the Engineer, the Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the work at all reasonable times for their observation, inspection and testing. The Contractor shall provide proper and safe conditions for such access.

No work shall be covered without the advance authorization of the Engineer. The Contractor shall give the Engineer timely notice of the Contractor's intention to cover the work and the Engineer shall act with reasonable promptness in response to such notice. If work is covered without the Engineer's advance authorization, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that work which had been covered with the authorization of the Engineer be observed, inspected or tested, Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for such observation, inspection or testing, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Price for such costs. If, however, such work is found not to be defective, Contractor shall be allowed an increase in the Contract Price for those costs directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

ARTICLE XXVII - DEFECTIVE WORK

Observation of the work by the Owner and/or Engineer shall not relieve the Contractor of any of his obligations to fulfill the Contract as herein described, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such defective or unsuitable work or materials may previously have been overlooked by the Owner and/or Engineer and accepted or approved for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole of the work, the Contractor shall forthwith make good such defect in a
If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Contract, the Owner shall make an adjustment in the Contract Price, the required completion times for the Contract work, or both. If any change decreases the work to be performed, the Contractor shall not be entitled to damages or anticipated profits on the work that is eliminated.
As a condition precedent to the Contractor's right to any entitlement to increased costs of an extension of time under this Clause, the Contractor must fully document its claim to an adjustment within thirty (30) days after receipt of a written change order from the Owner or within thirty (30) days after the Contractor gives notice of a constructive change. Such documentation shall, without limitation, include a written statement to the Owner and Engineer setting forth the full particulars of the Contractor's claimed entitlements and the claimed amounts, accompanied by full documentation and detailed accounting in support of all aspects of the claim. The Contractor shall update and supplement its claim and documentation as necessary at intervals not greater than thirty (30) days.

No claims for an adjustment shall be allowed if asserted after final payment under this Contract.

The following general policies shall apply to adjustments under this Article:

(a) The Contractor shall be entitled to any additional identifiable Contract Direct Costs associated with the changed work excluding Subcontractor's costs. For adjustments not in excess of $10,000 per change order (total of Contractor's direct cost, overhead and profit), the Contractor may include up to 10-percent overhead factor to its additional identifiable direct job costs, but excluding the cost of any subcontracting; plus up to a 10-percent profit factor to its identifiable direct costs plus overhead amount.

(b) These overhead and profit factors may be accepted by the Owner as reasonable in lieu of requiring the submission of additional supporting data. However, the Owner reserves the right to review any cost or profit element on a case-by-case basis.

(c) Adjustments relating to changes in subcontracted work may be similarly handled and the Contractor may add up to 10 percent to the total cost (including overhead and profit factors) incurred by the subcontractor. In such cases, the same reservation of rights shall apply.

(d) For adjustments in the amount of $10,000 to $100,000, the above factors may be included initially for adjustments but will be subject to negotiation, cost and pricing data, and Owner review requirements.

In order to be allowable in adjustments, costs must be reasonable in nature and amount. Indirect Costs (overhead costs) must be allocable to the Contract, i.e., chargeable to the Contract on the basis of relative benefit received or other relationship. Direct Costs for changed work shall be limited to increases or decreases in the identifiable direct cost of the following:

(a) Direct Labor costs, including the time of a foreman while engaged directly upon changed work.

(b) Direct Labor employee insurance, social security and other direct costs assessed on Direct Labor payrolls by properly authorized public agencies.

(c) Direct costs of equipment, materials and supplies installed in the work. The direct cost of these items shall be the actual costs paid by Contractor to the suppliers of these items, without markup.

(d) Direct costs of job equipment associated with the changed work. The compensable cost for construction equipment shall be based upon the most current costs established in the "Rental Rate Blue Book for Construction Equipment" (published by Equipment Guide-Book Company) for each piece of equipment having a value in excess of $50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead. Costs shall be based on an hourly rate determined by dividing the monthly rate listed in the cited "Blue Book" by...
176. Overhead and profit factors shall only be applied to the rates charged for rental equipment. No overhead or profit will be allowed for Contractor-owned equipment.

Should the Owner and Contractor fail to agree upon any adjustment addressed by this Article, the Engineer shall initially fix the terms of the adjustment and if the Owner or Contractor shall be dissatisfied with the Engineer's actions in this regard, such party may give notice to the Engineer of a dispute and a request for a formal decision under the Clause of this Contract entitled, "Responsibility of the Engineer". However nothing shall excuse the Contractor from proceeding with the Contract as changed.

The change orders executed for this Contract shall, in no event, cause the originally awarded Contract Price to exceed limitations set forth in N.J.A.C. 5:34-4.1 et. seq., except as may be authorized under such regulation.

ARTICLE XXXII - CHANGES NOT TO AFFECT BOND

No modifications, omissions or additions to the terms of the Contract Documents shall in any way affect the obligations of the sureties on the Contractor's bonds.

ARTICLE XXXIII - DISCONTINUANCE OF WORK

If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be sublet without the previous written consent of the Owner, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Engineer or Owner shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Owner may notify the Contractor by seven (7) days advance written notice with a copy mailed to the Contractor's sureties to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate, and the Owner may thereupon, by contract or otherwise as it may determine, complete the work, or such part thereof, and charge the reasonable expense of so completing the work or part thereof to the Contractor; and for such completion the Owner for itself or its contractors may take possession of and use or cause to be used in the completion of the work or part thereof, any of such materials, equipment, machinery, implements, and tools of every description as may be found at the location of said work.

All expenses charged under this Article shall be deducted and paid by the Owner out of any monies then due or to become due the Contractor under this Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest reasonable figures for the work of completing the contract or any part thereof, or for insuring its proper completion, but all sums actually and reasonably paid therefore shall be charged to the Contractor. In case the expenses so charged exceed the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the Owner.

ARTICLE XXXIV - MONEY MAY BE RETAINED

The Owner may keep any monies which would otherwise be payable at any time hereunder, and apply the same or so much as may be necessary therefor, to the payment of any expenses, losses or damages, incurred by the Owner, and may retain until all claims are settled, so much of such money as the Owner shall be of the opinion shall reasonably be required to settle all claims filed with the Owner, its officers and agents, relating to this Contract.
ARTICLE XXXV - APPLICATIONS FOR PAYMENT

Except as hereinafter provided, the Contractor shall submit monthly a written Application for Payment for the approval of the Engineer on forms furnished by the Engineer for the value of the work done to the date of the Application for Payment and the amount earned by the Contractor under the terms of the Contract Documents.

The Owner shall withhold 2% of the amount due on each Application for Payment for Contracts pursuant to N.J.S.A. 40A:11-16.3 unless the Contractor makes the deposits referred to in N.J.S.A. 40A:11-16.1. Such withholding shall be in addition to any retainage otherwise authorized by law or the Contract Documents.

The Owner shall make payments to the Contractor once each month as the work progresses. Payment may be withheld at any time if the work is not proceeding in accordance with the Contract Documents.

At least twenty (20) days before each monthly progress payment falls due for approval by the Owner (but not more often than once per month), the Contractor will submit to the Engineer an Application for Payment filled out and signed by the Contractor covering the work performed during the period covered by the Application for Payment and supported by such data as the Engineer may reasonably require.

Accompanying each Application for Payment shall be releases of any and all lien claims which may have been filed by persons claiming to have performed any labor or furnished any materials toward performance or completion of this Contract.

All invoices for payment shall be accompanied by the calculation of any applicable price adjustment (asphalt/fuel) as defined in the Information for Bidders 0.34 – Allowances. Calculations shall include the current price index, and the basic price index established at the time of bid.

Where any specific item(s) in the Application for Payment is questioned, the Engineer may delete those items from the Application for Payment and approve the acceptable portion of the Application for Payment.

For unit price work the quantities set forth in the Contract Documents are estimated quantities. Such quantities are not guaranteed but are solely for the purpose of comparing Bids and determining the initial Contract Price. Determinations of the actual quantities for unit price work will be made by the Engineer, whose decisions (by recommendation of an Application for Payment or otherwise) will be final and binding unless a formal decision is requested within the time provided in the Article of this Contract entitled, "Responsibility of the Engineer" in the Subarticle entitled, "Engineer's Decisions".

Prior to performing unit price work which would cause a net increase in the Contract Price by reason of the estimated quantity(ies) for such unit price work being exceeded, the Contractor shall request that the Owner issue a change order under the Article of the Contract entitled, "Changes" to cover such increase. No increase in the Contract Price will be authorized without advance approval by change order.

Payment requested for stored materials and/or equipment shall, in addition to the conditions set forth in N.J.S.A. 40A:11-16.4, be subject to the following conditions:

(a) The materials and/or equipment shall be received in a condition satisfactory for incorporation in the work.

(b) The materials and/or equipment shall be stored on Owner’s Property or at an approved secure location in such manner that they will not be damaged due to weather, construction operations or any other cause.
(c) An invoice from the supplier shall be furnished for each item which payment is requested.

(d) The Contractor shall furnish written proof from the supplier of payment for at least 90% of the cost of the materials and/or equipment, no later than thirty (30) days after Contractor's receipt of the payment for such materials and/or equipment from the Owner. The Owner shall have the right to deduct from the next Application for Payment an amount equal to the cost of the said materials and/or equipment if adequate and timely proof of payment is not submitted by the Contractor.

(e) Title to the stored materials and/or equipment shall pass to the Owner immediately upon the Owner's issuance of payment for the same. All stored materials and/or equipment for which the Owner has title shall be prominently labelled by the Contractor to indicate that title is in the Owner.

(f) Risk of loss for the stored materials and/or equipment shall remain in the Contractor until the materials and/or equipment shall be incorporated into the works and finally accepted by the Owner. The Contractor shall maintain (and provide evidence of) adequate insurance to cover the risk of loss of the stored materials and/or equipment.

(g) All stored materials and/or equipment shall be, at all reasonable times, subject to the inspection of the Engineer and the Owner. The Contractor shall bear the cost of Engineer's time and expense incurred in travelling to the Contractor's storage site(s).

The Engineer will, within 20 days after receipt of each Application for Payment, either indicate in writing its approval of payment and present the Application for Payment to the Owner, or return the Application for Payment to the Contractor indicating in writing its reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application for Payment. The Owner shall review the Application for Payment at its next regularly scheduled meeting (provided that the Owner has received the Application for Payment in accordance with the Owner's standard payment procedure). Any Application for Payment shall be subject to correction in any subsequent Application for Payment. Upon presentation of invoice by the Contractor, Owner shall make payment in 30 days according to N.J.S.A. 2A:30A-1.

ARTICLE XXXVI - FINAL ESTIMATE AND PAYMENT

The Contractor shall, as soon as practical after the final completion of this Contract, submit to the Engineer, in writing, for his approval, a final Application for Payment.

All prior Applications for Payment shall be subject to correction in the final Application for Payment.

The Owner shall pay to the Contractor within 30 days of final completion and acceptance by the Owner, as provided by law, the entire balance of the Contract Price due hereunder, including the amount withheld pursuant to N.J.S.A. 40A:11-16.3, after deducting there from all previous payments and all amounts to be deducted and all amounts to be retained under the provisions of this Contract and as permitted by law. Such final payment shall not be made before the expiration of the time within which claims for labor performed and materials furnished under the Contract must be filed under the "Municipal Mechanics Lien Law" (N.J.S.A. 2A:44-125, et seq.) (Contract completion or acceptance by the Owner and payment to the Contractor within 60 days thereof).

The Owner, with the advice of the Engineer, shall fix the date of final completion of the work and shall annotate the date upon the final Application for Payment.

The acceptance by the contractor of final payment shall be and shall operate as a release to
The Contractor warrants to the Owner and Engineer that the materials and equipment furnished by the Contractor or any Subcontractor (of any tier) under the Contract Documents will be fit for the intended purpose, of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. This warranty excludes remedy for damage or defect caused by others for

ARTICLE XXXVII - LIENS

If at any time before final payment any person or persons claiming to have performed any labor or furnished any materials, toward the performance or completion of this Contract, shall file proper notice of claim, the Owner shall retain, until the discharge thereof from the monies under its control, so much of such monies as shall be sufficient to satisfy and discharge the amount claimed to be due in such notice, together with the estimated cost of any action or actions to be incurred by the Owner in connection with the filing of such notice.

After such retainage, the balance of money which may be due to the Contractor shall not be paid by the Owner until the Contractor has delivered to the Owner an Affidavit to be signed personally by the Contractor, or by a General Partner if Contractor is a Partnership, or by the President or Secretary if Contractor is a Corporation, attesting to the payment of all others who supplied labor, materials or equipment for the Contract and for which a lien claim could be filed, with receipts in full to cover the potential claims of such other suppliers of labor, materials or equipment, such receipts to be attached to such Affidavit.

ARTICLE XXXVIII - WAIVERS

Neither the observation by the Owner or the Engineer nor any of their agents, nor any order, measurement, or certification by the Engineer, nor any order by the Owner for the payment of money nor payment for, nor acceptance of, the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and, in addition to all other suits, actions, or legal proceedings, the Owner shall also be entitled as of right to a writ of injunction as a relief against any breach of any of the provisions of this Contract.

ARTICLE XXXIX - LIABILITY OF OWNER

No person, firm or corporation, other than the Owner, the Engineer and the Contractor, now has any interest hereunder, and no claim by any other person to be a beneficiary of this Contract shall be made or be valid, and neither the Owner nor any agent of the Owner, shall be liable for, or be held to pay, any money, except as herein provided. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the Owner, the Engineer and every agent of the Owner and Engineer, for all claims by and liabilities to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or the Engineer or of any person relating to or affecting the work except the claim against the Owner for the remainder, if any there be, of the amounts deducted or retained as herein provided.

ARTICLE XL - WARRANTY

The Contractor warrants to the Owner and Engineer that the materials and equipment furnished by the Contractor or any Subcontractor (of any tier) under the Contract Documents will be fit for the intended purpose, of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. This warranty excludes remedy for damage or defect caused by others for
whom the Contractor is not responsible, modifications not executed by the Contractor or its Sub-contractors (of any tier), improper operation, or normal wear and tear under normal usage. In case of inquiry by the Engineer, the Contractor shall furnish evidence, satisfactory to the Engineer, as to the nature and quality of any work, materials or equipment furnished under the Contract. The foregoing warranty shall remain in effect until the end of the Maintenance Period described in the Article of this Contract entitled "Maintenance Period" and the Owner shall have the remedies provided therein.

The Contractor will provide the Owner with all available manufacturer's warranties and the documentation therefore, covering the materials, equipment and goods supplied under the Contract. Such manufacturer's warranties shall survive the completion and acceptance of the Contract, and shall remain in effect according to their terms.

ARTICLE XLII - MAINTENANCE PERIOD

In addition to, and not in lieu of the Contractor's warranty, above, if, within two (2) years from the date of Owner's final acceptance of the Contractor's work or such longer period of time as may be prescribed by law or regulation or by the terms of any special warranty required by the Contract Documents, any such work is found to be defective or requires repair, amendment, reconstruction, or rectification to keep the facility and its appurtenances in good and serviceable condition, the Contractor shall promptly, without cost to the Owner and in accordance with Owner's written instructions, either correct such condition or, if the work has been rejected by the Owner, remove it from the site and replace it with proper work. Such two-year period is referred to here as the "Maintenance Period." The date of acceptance shall be the date upon which the Owner makes the final payment to the contractor hereunder.

The Contractor's maintenance obligation excludes remedy for damage or defect caused by others for whom the Contractor is not responsible, or caused by Owner's improper use or operation, or caused by the failure of the Owner to provide necessary lubricants.

Throughout the Maintenance Period, the Contractor shall also correct any settlement or erosion in fills or cuts and restore all ground areas to elevations indicated on the Contract Drawings when so instructed by the Owner or the Engineer.

The Contractor's Maintenance Bond shall remain in effect until the end of the Maintenance Period. The Maintenance Bond shall be in a sum equal to 100% of the Contract Price and furnished as specified in Section 0.17, "Security for Faithful Performance and Maintenance (Bonds)," of the Information for Bidders.

If the Contractor does not comply with the requirements of the above stated warranty obligations or maintenance obligations, promptly correct the work, promptly comply with the terms of instructions of the Owner or Engineer, or, in an emergency where delay would cause material risk of loss or damage, the Owner may have the work corrected or the rejected work removed and replaced and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be borne by Contractor and may be deducted from amounts payable to the Contractor under the Contract. If instead of requiring correction or removal and replacement of the work, the Owner prefers to accept it, the Owner may do so and the Owner shall be entitled to an appropriate decrease in Contract Price.

ARTICLE XLII - LEGAL ADDRESS OF CONTRACTOR

The address given in the bid or proposal submitted by the Contractor and the Contractor's office at or near the site of the work are hereby designated as places to either of which notices, letters, and other communications to the Contractor may be certified, mailed or delivered. The delivery at the site office, or delivery to the address given in the bid or proposal or depositing in a postpaid wrapper directed to the address given in the bid or proposal, in any post office box regularly maintained by the U.S. Postal Service of any notice, letter or other communication to the Contractor, shall be deemed
The Owner shall have the right to the possession, use and occupancy of any portion or unit of the project upon Substantial Completion as defined in this Agreement. The possession, use or occupancy of any part or parts of the project by the Owner on Substantial Completion shall not operate to relieve the Contractor from its responsibility to complete all of the work as specified in the Contract Documents. The possession, use or occupancy by the Owner of any part of the project, on Substantial Completion or otherwise, shall not constitute or necessarily imply final completion or acceptance of that part of the project or work by the Owner or Engineer.

ARTICLE XLIV - USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

The Owner shall have the right to the possession, use and occupancy of any portion or unit of the project upon Substantial Completion as defined in this Agreement. The possession, use or occupancy of any part or parts of the project by the Owner on Substantial Completion shall not operate to relieve the Contractor from its responsibility to complete all of the work as specified in the Contract Documents. The possession, use or occupancy by the Owner of any part of the project, on Substantial Completion or otherwise, shall not constitute or necessarily imply final completion or acceptance of that part of the project or work by the Owner or Engineer.
The statutes of limitation and repose shall commence to run on the date of Substantial Completion certified by the Engineer.

ARTICLE XLV - PAYMENT FOR UNCORRECTED WORK

Should the Owner direct the Contractor not to correct work that has been damaged or that has not been performed in accordance with the Contract Documents, a deduction from the amount payable under the Contract, as determined by the Engineer, shall be made to compensate the Owner for the uncorrected work.

ARTICLE XLVI - ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by an express waiver or modification to the Contract Documents, in writing, and no evidence shall be introduced in any proceeding of any other alleged waiver or modification.

ARTICLE XLVII - CONTRACTOR BOOKS AND RECORDS

The Contractor shall maintain its books and records in accordance with generally-accepted accounting principles and auditing standards throughout the performance of this Contract and for three (3) years after final completion and acceptance.

ARTICLE XLVIII - DISPUTES

Disputes arising under this Agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371, pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Owner and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Owner and Contractor.

Nothing in this Article shall prevent the Owner from seeking injunctive or declaratory relief in court at any time.

The alternative dispute resolution practices required by this Article shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J.S.A. 40A:11-1, et seq.
The joinder of parties to any dispute hereunder shall be governed by the provisions of P.L. 1997, c.371.

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner and the owner’s officers, boards, departments, administrators, commissions, consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys’ fees, legal costs and legal expenses arising out of or resulting from the performance of the contractor’s work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the contractor, anyone directly or indirectly employed or retained by the contractor, or anyone for whose acts the contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder.

Contractor shall further indemnify and hold harmless the owner and the owner’s officers, boards, departments, administrators, commissions, consultants, agents, representatives, and employees...
from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the work provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the owner or the owner's consultants, agents, representatives, or employees and arises out of this project or the work performed on this project and provided such claim, damage, loss, cost or expense is not caused by the sole negligence of a party indemnified hereunder.

This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

ARTICLE XLIX - OWNERSHIP DISCLOSURE

All corporations, partnerships, limited partnerships, limited liability corporations, limited liability partnerships, and subchapter S corporations, bidding on this Contract shall submit simultaneously with the bid a statement setting forth the names and addresses of all stockholders who own 10% or more of the stock, of any class or of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder and individual partners, exceeding 10% ownership criteria established in this act has been listed. This form shall be submitted with the bid whether or not a stockholder or partners owns less than 10% of the business submitting the bid.

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 to these presents have hereunto set their names and affixed their seals:

TOWNSHIP OF DENVILLE

(Seal)

By: __________________________

______________________________
Title

Attest:

______________________________
Title

Contractor

By: __________________________

______________________________ (Seal)
Title

Attest:

______________________________
Title
PERFORMANCE LABOR AND MATERIAL PAYMENT BOND

KNOW all men by these presents, that we, the undersigned, 

______________________________ as principal and 

______________________________ as sureties, are hereby held and firmly bound unto the 

Township of Denville in the penal sum ________________________ dollars, for the 

payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ___ day of ____________, 20__.

The condition of the above obligation is such that whereas, the above named principal did on the __________ day of ______________, 20__, enter into a contract with 

the Township of Denville (the "Contract"), which said Contract is made a part of this bond the same as though set forth herein;

Now, if the said ____________________ shall well and faithfully do and 

perform the things agreed by ____________________ to be done and performed according to the terms of said Contract, and shall pay all lawful claims of beneficiaries as 
defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having 
a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefore shall in any wise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S. 2A:44-143 to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.
IN WITNESS WHEREOF said principal and surety have hereunto set their respective hands and seals or caused these presents to be signed and sealed by their proper representatives on the day and date set forth above.

__________________________________________
Principal

WITNESS/ATTEST

__________________________________________
By

__________________________________________
Surety

ATTEST

__________________________________________
By

NOTE: If the principal (Contractor) is a partnership, the bond should be signed by each of the general partners.

If the principal (Contractor) is a corporation, the bond must be signed by and attested by duly authorized representatives and an enabling corporate resolution must be attached.

There are to be executed an appropriate number of counterparts of this Performance Bond corresponding to the number of counterparts of the Contract.
SURETY DISCLOSURE STATEMENT AND CERTIFICATION

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

(3)(a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

______________________________
(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety’s underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is

$________________________

(5) If, by the virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer’s participation in the contract is as follows:

and, (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (c.17:61B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.
CERTIFICATE
(to be completed by an authorized certifying agent for each surety on the bond)

I, ____________________________________________, as ________________________________
(Name of Agent) (Title of Agent)

for ____________________________________________,
(Name of Surety)

a corporation/mutual insurance company/other domiciled in ________________________________,
(Indicating type of business/organization) (circle one) (State of Domicile)

DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

________________________________________
(Signature of Certifying Agent)

________________________________________
(Printed Name of Certifying Agent)

________________________________________
(Title of Certifying Agent)
RESOLUTION REFUNDING THE PAYMENT OF TAXES OVERPAID DUE TO 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 files.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>31207 17</td>
<td>Bruce J Stavitsky Esq. for the benefit of Station Village at Denville LLC 350 Passaic Ave. Fairfield, NJ 07004</td>
<td>$2,786.85</td>
</tr>
</tbody>
</table>

Loc: 495 East Main St.

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 March 6, 2018.

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE CANCELLATION OF DISABLED VETERAN'S TAXES

WHEREAS, David A. Dawes owns the land and premises commonly known as 151 Diamond Spring Road, and further identified as Block 50501, Lot 17 on the Tax Map of the Township of Denville; and

WHEREAS, David A. Dawes has been certified by the Department of Veterans' Affairs as an honorably discharged veteran with a service connected disability evaluated at 100%; and

WHEREAS, the subject property is a single-family residence that David A. Dawes occupies entirely as his principal residence.

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

1. Pursuant to the provisions of N.J.S.A. 54:4-3.30 et seq., the aforesaid property shall be treated as exempt effective September 20, 2016, and taxes paid on said property for part of 2016 and all of 2017 in the amount of $9,667.24 shall be cancelled and refunded by the Tax Collector.

2. The property shall remain exempt for as long as David A. Dawes owns and resides on the property.

3. This resolution shall take effect immediately.

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 March 6, 2018.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk