TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
May 17, 2016, 7:30 P.M.

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

Council Members

☐ Gabel
☐ Witte
☐ Kuser
☐ Lyden
☐ Fitzpatrick
☐ Murphy
☐ Golinski, Council President

In Attendance

☐ Mayor Andes
☐ Administrator Ward
☐ Township Attorney Jansen
☐ Other: ____________________________

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

NONE

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

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

Matters of Old/New Business

ORDINANCES FOR ADOPTION
NONE

ORDINANCES FOR INTRODUCTION
NONE

ITEMS FOR DISCUSSION AND/OR ACTION
NONE
RESOLUTIONS

CONSENT AGENDA:

R-16-124: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates in the Amount of $2,101.91 Plus Premiums

R-16-125: Resolution Authorizing Raffle Licenses in the Township of Denville

R-16-126: Resolution Authorizing Issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control

R-16-127: Resolution in Support of State Senate Bill 86 and Assembly Bill 1244 to Amend the New Jersey Law to Establish “Class Three” Special Law Enforcement Officers in Schools

NON-CONSENT AGENDA:

R-16-128: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates in the Amount of $71,966.51 Plus Premiums

R-16-129: Resolution Refunding the Payment of Taxes Overpaid Due to Judgment by the Tax Court of New Jersey

R-16-130: Resolution Supporting the Efforts of the Township of Denville Economic Development Committee’s Exploration and Investigation into the Formation of a Business Improvement District (“BID”) in Downtown Denville

R-16-131: Resolution Authorizing the Award of Contract for the Purchase of Two Police Vehicles in Accordance with State Contract A89938

R-16-132: Resolution Authorizing the Execution of a Shared Services Agreement with the Denville Township Board of Education

R-16-133: Resolution Authorizing Payment of $112,500 from the Township Affordable Housing Trust Fund to Estling Village, LLC

R-16-134: Resolution Authorizing the Reduction in the Performance Guarantee Required for Estling Village, LLC
R-16-135: Resolution Endorsing the Township of Denville’s Application for and Authorizing Acceptance of a Subgrant Award of the Federal Fiscal Year 2015 Department of Homeland Security Emergency Management Performance Grant Program Funding

R-16-136: Resolution Authorizing the Award of the Contract for Field and Lawn Maintenance

MINUTES FOR ADOPTION

• May 3, 2016

MOTION TO ADJOURN
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEEMPTION OF TAX SALE CERTIFICATES

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 vouchers to refund the amounts shown below to the named lien holders; and

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-043</td>
<td>60603</td>
<td>55</td>
<td>401 Diamond Spring Rd</td>
<td>US Bank Cust/PC5 Sterling National</td>
<td>$979.19</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>50 South 16th St.</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>Suite 2050</td>
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<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-043</td>
<td>60101</td>
<td>2</td>
<td>20 Morris Ave</td>
<td>US Bank Cust/PC5 Sterling National</td>
<td>$1,122.72</td>
<td>$800.00</td>
</tr>
<tr>
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<td>50 South 16th St.</td>
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<td>Suite 2050</td>
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<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

$2,101.91

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 May 17, 2016.
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>PTA William E. Davenport</td>
<td>Basket Raffle</td>
<td>June 11, 2016</td>
</tr>
<tr>
<td>OL of the Magnificat RC Church</td>
<td>Tricky Tray</td>
<td>June 6, 2016</td>
</tr>
<tr>
<td>OL of the Magnificat RC Church</td>
<td>On Premise 50/50</td>
<td>June 6, 2016</td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on May 17, 2016.
RESOLUTION AUTHORIZING ISSUANCE OF A SOCIAL AFFAIR PERMIT BY THE STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, the Saint Francis Residential Community has submitted an application for a Social Affair Permit; and

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

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

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

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saint Francis Residential</td>
<td>St. Francis</td>
<td>15 Pocono Road</td>
<td>10/2/2016</td>
<td>11:00 A.M. to</td>
</tr>
<tr>
<td>Community</td>
<td>Fall Festival</td>
<td>Denville</td>
<td></td>
<td>5:00 P.M.</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 May 17, 2016.
RESOLUTION IN SUPPORT OF STATE SENATE BILL 86 AND ASSEMBLY BILL 1244 TO AMEND THE NEW JERSEY LAW TO ESTABLISH "CLASS THREE" SPECIAL LAW ENFORCEMENT OFFICERS IN SCHOOLS

WHEREAS, it is the intention of New Jersey State Senate Bill 86 and corresponding Assembly Bill 1244 to establish a new category of "Class Three" Special Law Enforcement Officers under the Special Law Enforcement Officers' Act; and

WHEREAS, the proposed law provides for "Class Three" Special Law Enforcement Officers, who would be certain retired law enforcement officers who are under the age of 65 and have served as trained municipal or county police officers; and

WHEREAS, these "Class Three" Special Law Enforcement Officers would be authorized to provide security in New Jersey public and nonpublic schools while on school premises during the hours when school is in session or when it is occupied by students and their teachers; and

WHEREAS, these bills have been introduced pending technical review the Legislative Counsel; and

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, in the County of Morris, State of New Jersey supports Senate Bill 86 and the corresponding Assembly Bill 1244 which would permit "Class Three" Special Law Enforcement Officers to provide security in public and nonpublic schools for the reasons stated above.

BE IT FURTHER RESOLVED that a copy of this be provided to our legislative representatives, the Morris County Board of Chosen Freeholders and Assemblyman Patrick Diegan, Head of the Assembly Education Committee.

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 May 17, 2016.

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF TAX SALE CERTIFICATES

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 vouchers to refund the amounts shown below to the named lien holders; and

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-033</td>
<td>60503</td>
<td>4</td>
<td>24 Edgewater Dr.</td>
<td>Christiana Trust Cust GSRAN-Z</td>
<td>$43,058.12</td>
<td>$33,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PO Box 71276</td>
<td></td>
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<td></td>
<td></td>
<td>Philadelphia, PA 19176-6276</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-041</td>
<td>60508</td>
<td>1</td>
<td>40 Entrance Way</td>
<td>US Bank Cust/Act lien Holding Inc.</td>
<td>$3,309.02</td>
<td>$5,200.00</td>
</tr>
<tr>
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<td>50 South 16th St.</td>
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<td>Suite 1950</td>
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<td>Philadelphia, PA 19102</td>
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</tr>
<tr>
<td>2012-023</td>
<td>50903</td>
<td>6</td>
<td>105 Lakewood Dr.</td>
<td>Virgo Municipal Finance Fund LP</td>
<td>$17,000.93</td>
<td>$4,300.00</td>
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<td></td>
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<td></td>
<td>P.O. Box 1227</td>
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<td></td>
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<td></td>
<td></td>
<td>Hoboken, NJ 07030</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-29</td>
<td>60201</td>
<td>2</td>
<td>25 Cedar Lake East</td>
<td>US Bank Cust BV001 Trst &amp; Crdtrs</td>
<td>$8,598.44</td>
<td>$2,600.00</td>
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<tr>
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<td>Suite 2050</td>
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<td>Philadelphia, PA 19102-2513</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$71,966.51</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 May 17, 2016.
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 2015 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 history files.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>40102 2</td>
<td>Michael I. Schneck, Trustee for Pablito, LLC % S. McVeigh 301 South Livingston Ave. Suite 105 Livingston, NJ 07039</td>
<td>$10,982.00</td>
</tr>
</tbody>
</table>

Property Location -- 321 Palmer Rd.

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on May 17, 2016.

Certification Date: ________________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION SUPPORTING THE EFFORTS OF THE TOWNSHIP OF DENVILLE ECONOMIC DEVELOPMENT COMMITTEE’S EXPLORATION AND INVESTIGATION INTO THE FORMATION OF A BUSINESS IMPROVEMENT DISTRICT (“BID”) IN DOWNTOWN DENVILLE

WHEREAS the Denville Economic Development Committee (hereinafter “Committee”) is predominantly comprised of local business owners, owners of properties in downtown Denville and interested private residents of our community; and

WHEREAS, during the past several years, the Committee has performed comprehensive research into sustainable funding mechanism(s) to enable it to fulfill its mission and achieve its goals as a charter member of the Main Street New Jersey organization to increase the vibrancy and prosperity of downtown Denville; and

WHEREAS, based upon its research, the Committee made a presentation before the Township Council on April 12, 2016 about the formation of a Business Improvement District (“BID”) in downtown Denville, provided anecdotal information from other communities that have successfully formed BIDs and discussed the beneficial aspects of the formation of such a special taxing district; and

WHEREAS, the Committee recognizes that the formation of a successful BID would require a grassroots initiative from the Committee in order to obtain support from the vast majority of the other businesses and property owners in the downtown area; and

WHEREAS, the Committee has raised funds to retain the services of a renowned expert on BIDs from Rutgers University to guide and assist it in presenting the beneficial aspects of a BID to other downtown business and property owners; and

WHEREAS, the Committee requested the Township Council to support the adoption of an ordinance to authorize the creation of a BID if the vast majority of the businesses and property owners support the concept of the formation of a BID.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the Council supports and applauds the efforts of the Denville Economic Development Committee to continue to improve and enhance the viability and sustainability of our beloved downtown.

BE IT FURTHER RESOLVED that if a vast majority of the affected businesses and property owners support the creation of a BID in downtown Denville, the Township Council would be willing to further explore and deliberate upon the required ordinance.

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 May 17, 2016.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION

WHEREAS, The Township of Denville wishes to purchase two 2016 Chevrolet Tahoe 4x4 Police Vehicles for the Denville Police Department; and

WHEREAS, said vehicles can be purchased from Day Chevrolet, Inc., 2703 Fire Road, Egg Harbor, New Jersey, 08234, through State Contract No. A89938; and

WHEREAS, the maximum amount of the contract is $72,627.08 in accordance with the attached quotation; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that a contract for the purchase of two 2016 Chevrolet Tahoe 4x4 Police Vehicles is hereby awarded to Day Chevrolet, Inc., in accordance with the terms and conditions contained in State Contract No. A89938, and the Mayor and Township Clerk are hereby authorized to execute the same.

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 May 17, 2016.
### Government Manager

<table>
<thead>
<tr>
<th>P.O. Number</th>
<th>Ship Via</th>
<th>Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awaiting PO</td>
<td>FOR DEST</td>
<td>NET 30</td>
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</table>

<table>
<thead>
<tr>
<th>Gov Ref #</th>
<th>Cust FIN/FAN</th>
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</thead>
<tbody>
<tr>
<td>NJ State #89938</td>
<td>QS028</td>
<td>113791 EHT BENNETT</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ITM</th>
<th>Qty</th>
<th>SUPPLIER</th>
<th>PART #</th>
<th>Description</th>
<th>MSRP</th>
<th>MEE Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>2016 NJ State Contract #89938 9C1 Tahoe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>2016 Chevrolet Tahoe 4x4 Police Vehicle</td>
<td>$46,125.00</td>
<td>$35,094.00</td>
<td>$35,094.00</td>
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<tr>
<td>3</td>
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<td>Chevy</td>
<td>CK15706</td>
<td>2016 Chevrolet Tahoe 4x4 Police Vehicle</td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<td>Standard Equipment</td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>Identifier for Police Patrol Vehicle</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>Chevy</td>
<td>9C1-CK15706</td>
<td>Commercial Preferred Equipment Group Includes Standard Equipment</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>CHEVRO</td>
<td>1FL</td>
<td>Commercial Preferred Equipment Group Includes Standard Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>Chevy</td>
<td>L83-CK15706</td>
<td>Engine: 5.3L V8 EcoTec3 Flex Fuel</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>Chevy</td>
<td>MYC-CK15708</td>
<td>Transmission: Electronic 6-Speed</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Continued On Next Page ...

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**Vehicle Details**

- **Chevy** L83-CK15706: Engine: 5.3L V8 EcoTec3 Flex Fuel capable of active fuel management, direct injection, variable valve timing, and aluminum block construction.
- **Chevy** MYC-CK15708: Transmission: Electronic 6-Speed Automatic w/OD includes tow/haul mode.

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Please make all PO to Day Chevrolet

dgreen@upfitme.com

609-484-0555
<table>
<thead>
<tr>
<th>ITM</th>
<th>Qty</th>
<th>SUPPLIER</th>
<th>PART #</th>
<th>Description</th>
<th>MSRP</th>
<th>MEE Price</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>10</td>
<td>1</td>
<td>Chevy</td>
<td>NE1-CK15706</td>
<td>Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements</td>
<td>$0.00</td>
<td>$0.30</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>Chevy</td>
<td>GU4-CK15706</td>
<td>3.08 Rear Axle Ratio</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>12</td>
<td>1</td>
<td>Chevy</td>
<td>Z58-CK15706</td>
<td>Suspension, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>13</td>
<td>1</td>
<td>Chevy</td>
<td>C5Y-CK15706</td>
<td>C5Y GVWR, 7100 lbs. (3221 kg) (4WD models only. Included and only available with (9C1) Police Vehicle.)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>14</td>
<td>1</td>
<td>Chevy</td>
<td>KW7-CK15706</td>
<td>KW7 Alternator, 170 amps, high output (Included and only available with (9C1) Police Vehicle or (5W4) Special Service Vehicle only.)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>15</td>
<td>1</td>
<td>Chevy</td>
<td>UN9-CK15706</td>
<td>Radio Suppression Package, with ground straps</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>16</td>
<td>1</td>
<td>Chevy</td>
<td>NZZ-CK15706</td>
<td>Front underbody shield</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>17</td>
<td>1</td>
<td>Chevy</td>
<td>NQH-CK15706</td>
<td>Transfer case, active, 2-speed electronic Autotrac with rotary controls, includes neutral position for dinghy towing</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>18</td>
<td>1</td>
<td>Chevy</td>
<td>VVP-CK15706</td>
<td>VPV Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>19</td>
<td>1</td>
<td>Chevy</td>
<td>QAR-CK15706</td>
<td>Tires: P265/60R17 AS Police V-Rated</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>20</td>
<td>1</td>
<td>Chevy</td>
<td>K4B-CK15706</td>
<td>K4B Battery, Auxiliary, 730 CCA</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>21</td>
<td>1</td>
<td>Chevy</td>
<td>ZAK-CK15706</td>
<td>Tire, spare, P265/60R17 all-season, police, V-rated</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>22</td>
<td>1</td>
<td>Chevy</td>
<td>ATD-CK15706</td>
<td>Seat delete, third row passenger (Requires a fleet or government order type.) &quot;CREDIT&quot;</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>23</td>
<td>1</td>
<td>Chevy</td>
<td>VK3-CK15706</td>
<td>License Plate Front Mounting Package</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>24</td>
<td>1</td>
<td>CHEVRO</td>
<td>AZ3-CK15706</td>
<td>Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger manual reclining, center fold-down armrest with storage, lockable storage compartments in seat cushion (includes auxiliary power outlet), adjustable outboard head restraints and storage pockets (STD) (With vinyl seats also includes (AM1) driver manual lumbar control. With vinyl seats requires (19V) Ebony vinyl and (BG9) Black rubberized-vinyl floor covering)</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>25</td>
<td>1</td>
<td>CHEVRO</td>
<td>UE0</td>
<td>OnStar, delete</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>26</td>
<td></td>
<td>LET</td>
<td></td>
<td>Radio</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>27</td>
<td></td>
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<td></td>
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<tr>
<td>28</td>
<td>1</td>
<td>Chevy</td>
<td>IO3-CK15706</td>
<td>Radio: AM/FM Stereo w/CD Player 6-Speaker Audio System Feature; Single-Slot CD/MP3 Player; Bluetooth For Phone: Includes personal cell phone connectivity to vehicle audio system. Includes auxiliary input jack and USB port.</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>29</td>
<td>0</td>
<td>KENNWOOD</td>
<td>GPS</td>
<td>PIONEER 7.5&quot; TOUCH SCREEN STEREO, CD, GPS, HANDS FREE BLUETOOTH, AND BLUETOOTH MUSIC <strong>After-market Installed by Dealer</strong>*</td>
<td>$3,495.00</td>
<td>$2,621.25</td>
<td>$0.00</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td>Seat Jet Black, Cloth seat trim</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>31</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>32</td>
<td>1</td>
<td>HOU</td>
<td></td>
<td>Tire RM7 Wheel, 17&quot; x 8&quot; (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.) Wheels: 17&quot; x 8&quot; Black Steel Police (43.2 cm x 20.3 cm). Wheels, 17&quot; x 8&quot; bright machined aluminum includes (RM7) 17&quot; x 8&quot; full-size, steel spare</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>33</td>
<td></td>
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<tr>
<td>35</td>
<td>1</td>
<td>Chevy</td>
<td>RM7-CK15706</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>36</td>
<td>1</td>
<td>Chevy</td>
<td>RAP-CK15706</td>
<td>Wheels: 17&quot; x 8&quot; Black Steel Police (43.2 cm x 20.3 cm). Wheels, 17&quot; x 8&quot; bright machined aluminum includes (RM7) 17&quot; x 8&quot; full-size, steel spare</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>37</td>
<td>0</td>
<td>Chevy</td>
<td>Q5U-CK15706</td>
<td></td>
<td>$500.00</td>
<td>$310.00</td>
<td>$0.00</td>
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<tr>
<td>38</td>
<td></td>
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<tr>
<td>40</td>
<td>1</td>
<td>GBA</td>
<td></td>
<td>Exterior Color Black</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>41</td>
<td>1</td>
<td>Chevy</td>
<td>V76-CK15706</td>
<td>Front Frame-Mounted Black Recovery Hooks</td>
<td>$50.00</td>
<td>$31.00</td>
<td>$31.00</td>
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<td>42</td>
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</table>
| 44  |     | MEE      | 6J7-CK15706 | **Standard Options for Stock Vehicles**  
Flasher system, headlamp and taillamp, DRL compatible with control wire                                                                                                                                      | $495.00 | $306.90   | $306.90    |
| 45  | 1   | MEE      | A95-CK15706 | Seats, front bucket with Premium Cloth (AG1) 6-way power driver and (AG2) front passenger seat adjusters, adjustable head restraints, (AM1) driver manual lumbar control, floor console and rear storage pockets (STANDARD SEATING IS AZ BENCH SEATING) | $250.00 | $155.00   | $155.00    |
| 46  | 1   | Chevy    | UTQ-CK15706 | Content theft alarm disable                                                                                                                                  | $10.00 | $6.20     | $6.20      |
| 47  | 1   | MEE      | VAV-CK15706 | LPO, All-weather floor mats                                                                                                                                | $299.00 | $185.38   | $185.38    |
| 48  | 1   | MEE      | 6C7-CK15706 | Lighting, red and white front auxiliary dome                                                                                                              | $170.00 | $105.40   | $105.40    |
| 49  | 1   | MEE      | WX7-CK15706 | Auxiliary Speaker Wiring                                                                                                                                | $60.00  | $37.20    | $37.20     |
| 50  | 1   | MEE      | 6J3-CK15706 | Grille Lamps & Siren Speakers Wiring                                                                                                                       | $92.00  | $57.04    | $57.04     |
| 51  | 1   | MEE      | 6J4-CK15706 | Wiring, horn and siren circuit                                                                                                                            | $41.00  | $25.42    | $25.42     |
| 52  | 1   | MEE      | 9G8-CK15706 | Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features from the vehicle for police stealth surveillance | $10.00  | $6.20     | $6.20      |
| 53  |     | Blue Sea | 05B      | Blue Sea Distribution Box x 6 pin power Connections Constant power & ground w/ 80 amp resetable manual circuit breaker and wires. Control box for basic siren and light switches only. For use with Police & Fire Basic Lighting and Siren Package. Application is also for Undercover & Detective Vehicles |       | $2,371.60 | $0.00      |
| 54  |     | MEE      | NJ LABOR | NJ LABOR HOMELAND SECURITY  
T-0106 #81332                                                                                                                                                                                                    | $3,385.81 | $2,371.60 | $0.00      |
| 55  |     | PD-B11-MEE | PD-B11-MEE | BLUE SEA 11 OUTPUT FUSE PANEL  
NJ STATE CONTRACT NUMBER T-0106 , 81332  
BID LINE 00107 - LABOR RATE 62.50                                                                                                                                                            |       |           |            |
| 56  |     | SO-63301 | SO-63301 | Main Cabin Harness, Console to Radio Tray with Side Lighting  
NJ STATE CONTRACT NUMBER T-0106 , 81332  
BID LINE 00107 - LABOR RATE 62.50                                                                                                                                                            |       |           |            |
| 57  |     | SO-63302 | SO-63302 | Underhood Harness to Console with 80 Amp Circuit Breaker  
NJ STATE CONTRACT NUMBER T-0106 , 81332  
BID LINE 00107 - LABOR RATE 62.50                                                                                                                                                            |       |           |            |

**Continued On Next Page ...**

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<td>60</td>
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<td>MEE</td>
<td>SO-63303</td>
<td>6' Five Wire Harness to Grey GM 6 Position Delphi Connector Under Dash NJ STATE CONTRACT NUMBER T-0108...81332 BID LINE 00107 - LABOR RATE 62.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td></td>
<td>MEE</td>
<td>SO-63304</td>
<td>10' Four Wire Harness to Black GM MP150 4 Position Connector Under Hood NJ STATE CONTRACT NUMBER T-0108...81332 BID LINE 00107 - LABOR RATE 62.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td></td>
<td></td>
<td></td>
<td>Non Contract Items</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>0</td>
<td>MEE</td>
<td>UND</td>
<td>UNDERCOATING: SUGGESTED FOR VEHICLES IN HIGH SALT AREAS AND FOR SHORE TOWNS OR OFF ROAD. ALL SUV AND TRUCKS NJS #81332 MEE LABOR PAINT SEAL AND UNDERCOAT</td>
<td>$995.00</td>
<td>$746.25</td>
<td>$0.00</td>
</tr>
<tr>
<td>64</td>
<td>0</td>
<td>MEE</td>
<td>WARRANTY</td>
<td><em><strong>Extended Warranty</strong></em> 5/125k miles. Includes all emergency equipment lighting and equipment repairs. Also covers cost of labor on upgrades, additions, and modifications. Also includes pick up and delivery for service.</td>
<td>$3,495.00</td>
<td>$4,159.05</td>
<td>$0.00</td>
</tr>
<tr>
<td>65</td>
<td></td>
<td></td>
<td></td>
<td>Other Factory Options</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td></td>
<td></td>
<td></td>
<td><strong>Continued On Next Page ...</strong></td>
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<td></td>
</tr>
<tr>
<td>67</td>
<td>0</td>
<td>Chevy</td>
<td>BTV-CK15706</td>
<td>Remote Vehicle Start</td>
<td>$300.00</td>
<td>$186.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>68</td>
<td>0</td>
<td>Chevy</td>
<td>AMF-CK15706</td>
<td>Remote Keyless Entry Package Includes 6 additional transmitters. NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense.</td>
<td>$75.00</td>
<td>$46.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>69</td>
<td>0</td>
<td>Chevy</td>
<td>6E8-CK15706</td>
<td>Complete Vehicle Fleet Common Key 6E8 Provides a single key with a specific code that is common to the door locks and ignition of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E2) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years</td>
<td>$25.00</td>
<td>$15.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>70</td>
<td>1</td>
<td>Chevy</td>
<td>7X6-CK15706</td>
<td>Spotlamp, left-hand</td>
<td>$490.00</td>
<td>$303.80</td>
<td>$303.80</td>
</tr>
<tr>
<td>71</td>
<td>0</td>
<td>Chevy</td>
<td>7X7-CK15706</td>
<td>Left &amp; Right-Hand Spotlamps Deletes front passenger assist handle.</td>
<td>$850.00</td>
<td>$527.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>72</td>
<td>0</td>
<td>Chevy</td>
<td>1LR-CK15706</td>
<td>Brake system, modified, Police &quot;City Brake Package&quot;</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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**MUNICIPAL EQUIPMENT ENTERPRISES**

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$36,313.54
$0.00
$0.00

Total $36,313.54
WHEREAS, the Township and the Board of Education of the Township of Denville desire to enter into a long-term agreement regarding the use of each other's facilities for various purposes; and

WHEREAS, such agreements are authorized in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq, and by N.J.S.A. 40A:11-10(b).

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 Mayor and Township Clerk are hereby authorized to execute an Agreement with The Board of Education of the Township of Denville with regard to the use of each other's facilities for a term of seven (7) years subject to renewal for additional seven (7) year terms.

2. A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.

3. A copy of this Agreement shall be filed, for informational purposes, with the Department of Community Affairs, Division of Local Government Services pursuant to rules and regulations promulgated by the Division.

4. 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 May 17, 2016.

Certification Dated:           Kathryn Bowditch-Leon, RMC
                                Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of May, 2016, by and between:

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

(Hereinafter, "Township")

and:

THE BOARD OF EDUCATION OF THE TOWNSHIP OF DENVILLE, with offices at 400 Morris Avenue, Denville, NJ 07834

(Hereinafter, "Board")

WITNESSETH:

WHEREAS, the Township and the Board often utilize the buildings and facilities of the other party for various purposes; and

WHEREAS, the parties desire to avoid the necessity of requiring that a facility use application be completed and proof of insurance be provided each time the Township or Board uses each other’s buildings and facilities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 -1 et seq, authorizes a local school district to enter into a contract with a local unit to share any service which the parties to an agreement are empowered to render within their own jurisdiction; and

WHEREAS, N.J.S.A. 40A:11-10(b) provides that the governing body of any contracting unit may provide for joint agreement with the board of education of any school district for the provision and performance of goods and services for use by their respective jurisdictions; and
WHEREAS, the parties desire to enter into a long term arrangement for the use of each other's facilities and for the sharing of a variety of services with each other pursuant to provisions of the applicable statutes and regulations and terms of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Township and the Board, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

A. FACILITIES

1. Use of Facilities. The parties agree to permit, during the term of this Agreement, the use of the other party's facilities for the following public purposes upon the terms and conditions set forth in this Agreement:
   a. meetings of the governing body, advisory committees, ad hoc committees or any other group or body whether elected, appointed or volunteer;
   b. public educational programs;
   c. community events;
   d. Recreational activities including day camp programs;
   e. other public-related activities.

2. Scheduling. Arrangements, subject to each party's determination as to availability, for use of the facilities by each party shall be coordinated between the Township Administrator's office and the designee of the Board.

3. Consideration. Subject to no additional cost necessitated by personnel being required to be available, (e.g. custodian with black seal license or
field preparation), both parties agree that there shall be no fee assessed or charged to the other party for the use of facilities pursuant to this agreement, nor shall either party be required to deposit an escrow fee with the other party.

**B. SHARED SERVICES**

1. **Services provided to Board by Township.** At the request of the Board, the Township agrees to provide the following services, subject to, if necessary, a written understanding between the parties as to the exact conditions of use, availability and personnel cost, to the Board: building and facility use. The parties may supplement this list by addendum to this Agreement at any time during its term.

2. **Services provided to Township by Board.** At the request of the Township, the Board agrees to provide the following services subject to, if necessary, a written understanding between the parties as to the exact conditions of use, availability and personnel cost, to the Township: building and facility use. The parties may supplement this list by addendum to this Agreement at any time during its term.

**C. INSURANCE AND INDEMNIFICATION**

1. **Insurance.** Each party will cause the other to be named as an additional insured on its General Liability policy on a primary, non-contributory basis and each will provide a Certificate of Insurance to the other. It is recognized and understood that the Township participates in the Morris County Joint Insurance Fund (JIF). The Board insurance carriers are; Richards and Summers, Inc. (broker) and Selective Insurance. The Board and Township
agree to provide written proof of insurance coverage annually no later than the anniversary date that the Agreement is executed by both parties.

2. **Indemnification.** Each party agrees to indemnify and hold the other Party harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the use and/or occupancy of facilities by the other party pursuant to this agreement. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of a Party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

3. **Subrogation.** Notwithstanding the provisions of Paragraph 2 of this agreement, in any event of loss or damage to a facility and/or any personal property thereon, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all such insured claims against the other party.

D. **TERM**

1. **Term.** This Agreement shall commence upon the execution of this Agreement by all parties and be for a term of 7 years and may be renewed thereafter for consecutive 7 year terms upon agreement by both parties.

2. **Termination.** Either party may terminate this agreement upon thirty (30) days notice in writing to the other to the other party's business administrator.
IN WITNESS WHEREOF, the Township and the Board have caused their respective seals to be hereto affixed and attested and these presents to be signed by their respective officers thereunto duly authorized and this Agreement to be dated as of the day and year first above written.

ATTEST: THE TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Clerk

By: Thomas W. Andes, Mayor

ATTEST: THE BOARD OF EDUCATION OF THE TOWNSHIP OF DENVILLE

By: __________________________
RESOLUTION

WHEREAS, Estling Village, LLC entered into a Developer’s Agreement with the Township which provided for a contribution from the Township’s Affordable Housing Trust Fund of $225,000 and further provided that upon the issuance of the fifth certificate of occupancy for a low and moderate income unit, one-half of the contribution would be released and the balance released upon the issuance of the tenth certificate of occupancy; and

WHEREAS, six certificates of occupancy have issued for affordable units and Estling Village, LLC has requested the payment of $112,500.

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 immediate payment of $112,500 from the Affordable Housing Trust Fund to Estling Village LLC is hereby approved and authorized.

2. That the payment of the remaining $112,500 from the Affordable Housing Trust fund is hereby authorized upon the issuance of the tenth certificate of occupancy for the affordable units.

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 May 17, 2016.
RESOLUTION

WHEREAS, Estling Village, LLC posted a performance guarantee for improvements in connection with the Estling Village development on Estling Lake Road in the amount of $1,041,937.08, of which $937,743.37 was secured by Irrevocable Standby Letter of Credit, issued by M&T Bank, and $104,193.71 in cash; and

WHEREAS, Estling Village, LLC requested an inspection by the Township Engineer of the improvements completed to date; and

WHEREAS, the Township Engineer performed an inspection and by letter of May 10, 2016, attached hereto, recommended that the performance guarantee be reduced to $312,581.12 to secure the completion of the remainder of the improvements as set forth therein.

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 recommended reduction in the performance guarantee required for Estling Village, LLC from $1,041,937.08 to $312,581.12 is hereby approved and authorized.

2. That the difference between the balance of the cash guarantee currently on deposit with the Township and the sum of $32,158.11 be returned to Estling Village, LLC upon approval by the Township Attorney of an amended Irrevocable Standby Letter of Credit or other satisfactory form of performance guarantee.

3. That the Township Attorney is authorized to prepare an Addendum to the Developer's Agreement to reflect the reduction in the performance guarantee, and the Mayor and Township Clerk are hereby authorized to execute same.

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 May 17, 2016.
May 10, 2016

Mr. Steven Ward
Township Administrator
Denville Municipal Building
1 St. Mary’s Place
Denville, NJ 07834

Reference: Estling Village
Denville, New Jersey
Performance Bond Reduction

Dear Mr. Ward:

I am in receipt of a letter dated April 27, 2016 from Joseph M. Forgione of JMF Properties, LLC wherein he requests approval of the partially completed improvements for the subject project and a corresponding reduction in the amount of the performance guarantee.

The performance guarantee posted with the Township in the amount of $1,041,937.08 may be reduced to $312,581.13 (30% of the bond total, per the Municipal Land Use Law). Ten percent of the guarantee ($31,258.11), should be in cash, and $281,323.02 should be in the form of a bond approved by the Municipal Attorney as summarized in the following:

<table>
<thead>
<tr>
<th></th>
<th>Original Bonded Amount @ 120%</th>
<th>Remaining Performance Guaranty (30%) @ 120%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond</td>
<td>$937,743.37</td>
<td>$281,323.02</td>
</tr>
<tr>
<td>Check</td>
<td>$104,193.71</td>
<td>$31,258.11</td>
</tr>
<tr>
<td>Total</td>
<td>$1,041,937.08</td>
<td>$312,581.13</td>
</tr>
</tbody>
</table>
If there are any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

Hatch Mott MacDonald

John K. Ruschke, PE
Vice President
john.ruschke@hatchmott.com
T 908.238.5000  F 908.730.6500

JKR:sja
Enclosure

CC: Paula DeBona, Esq.
    Joseph M. Forgione, JMF Properties, LLC
RESOLUTION ENDORSING THE TOWNSHIP OF DENVILLE'S APPLICATION FOR AND AUTHORIZING ACCEPTANCE OF A SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2015 DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM FUNDING

WHEREAS, the Township of Denville, Office of Emergency Management has been awarded State Homeland Emergency Management Performance Security Grant Program Subgrant CFDA #97.042, Award #FY15-EMPG-EMAA-1408 from the New Jersey State Police Office of Emergency Management, which Subgrant, consisting of a total amount of up to $14,000.00, including up to $7,000.00 Federal Award and up to $7,000.00 Local Matching Funds, is for the purpose of enhancing the Township of Denville’s ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Township of Denville Office of Emergency Management submitted an application for Subgrant Award ("the Application") as required by the said New Jersey State Police Office of Emergency Management; and

WHEREAS, the Subgrant award incorporates all conditions and representations contained or made in the Application and notice of award; and

WHEREAS, the Application for Subgrant Award requires that the Township provide an equal match to the award of up to $7,000.00 which funding is provided in the Township of Denville’s approved budget for salaries and wages and fringe benefits for the performance period of July 1, 2015 through June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the Township endorses the application of the Township's Office of Emergency Management for a Subgrant and accepts the award of the FY15 Homeland Security Emergency Management Performance Grant Program Subgrant in the amount of up to $7,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management for the purposes set forth in the Application; and

BE IT FURTHER RESOLVED that the Township Chief Financial Officer and the Township Coordinator of Emergency Management are authorized to sign the appropriate Subgrant award documents; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management; the Director of the Division of Local Government Services, the Business Administrator, the Township Chief Financial Officer and the Morris County Office of Emergency Management Office.

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 May 17, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION

WHEREAS, on May 12, 2016, the Township of Denville received four (4) bids for Re-Bid Field and Lawn Maintenance; and

WHEREAS, Donofrio and Sons, Inc. is the lowest responsible and responsive bidder for $66,400 for calendar year 2016 and $92,600 for the optional extension for calendar year 2017; and

WHEREAS, the Municipal Council wishes to award the Field and Lawn Maintenance Contract for Calendar Year 2016 to Donofrio and Sons, Inc. in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose for calendar year 2016.

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 Field and Lawn Maintenance is hereby awarded to Donofrio and Sons, Inc., 47 Van Ness Terrace, Maplewood, New Jersey 07040 in accordance with its bid for calendar year 2016 for the price of $66,400.00, which contract may be extended by the Township for calendar year 2017 for the sum of $92,600, subject to the availability of funds for calendar year 2017.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Donofrio and Sons, Inc.

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 May 17, 2016.

Kathryn Bowditch-Leon, RMC, Municipal Clerk
CONTRACT FOR THE TOWNSHIP OF DENVILLE
FIELD AND LAWN MAINTENANCE

THIS CONTRACT made this ______ day of ____________, 2016, by and between:

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

(Hereinafter, "Owner")

AND

DONOFRIO AND SONS, INC.
with offices at 47 Van Ness Terrace
Maplewood, NJ 07040

(Hereinafter, "Contractor")

WITNESSETH:

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

1. The Contractor will furnish "FIELD AND LAWN MAINTENANCE", as
specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment,
labor and all things necessary for the provision of "FIELD AND LAWN MAINTENANCE", in an
expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in
compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of the
Notice to Proceed from the Owner and will complete the same within the time periods as set forth in
the contract documents, unless the period for completion is extended pursuant to the contract
documents. Contract period shall commence on June 1, 2016 and run through November 30, 2017.

4. The Contractor agrees to perform all of the work described in the contract
documents and agrees to comply with all the terms and conditions therein for the price or prices
submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of "FIELD AND LAWN MAINTENANCE" and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The Township reserves the right to terminate this Contract in the event the Contractor fails to comply with any of the terms and conditions of the Contract documents and fails to perform the services in a satisfactory manner. In the event the Contractor's work is deemed unsatisfactory and/or the Contractor fails to comply with any of the terms and conditions of the Contract documents, the Township shall provide the Contractor with notice of said deviation and allow the Contractor three (3) days to remedy the issue(s). The Contractor may be given a chance to be heard by the Township Administrator within ten (10) days from said deviation should the Contractor dispute the notice presented to him/her. Should the Contractor fail to alleviate the issues presented by the Township, the Township may terminate the Contract by sending a written letter to the Contractor indicating same. Upon breach of contract and termination thereof, the Township may seek any and all appropriate remedies and damages against the Contractor in the Superior Court of New Jersey, Law Division which shall include the difference in price between this Contract and the subsequent Contract the Township would have to enter into in order to mitigate its damages.

6. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.
7. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

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

9. 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:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977 Chapter 214.

10. This agreement may be extended for three (3) one (1) year extensions, if both parties are in agreement.

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

ATTEST:  

Kathryn Bowditch-Leon, Municipal Clerk

ATTEST:  

, Secretary

TOWNSHIP OF DENVILLE

By:__________________________________
Thomas W. Andes, Mayor

By:__________________________________
, President
STATE OF NEW JERSEY
COUNTY OF

I certify that on the day of , 2016, personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)