An Ordinance Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

An Ordinance to Amend Chapter II-A, Fees, Rates and Charges, Chapter II, Administration, Section 2-18, Department of Public Safety, Chapter V, Animal Control, and Chapter 22, Parks and Recreation Areas of the General Ordinances of the Township of Denville

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

NONE

Matters of Old/New Business

ORDINANCES FOR ADOPTION

NONE

ORDINANCES FOR INTRODUCTION

08-16: An Ordinance Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

09-16: An Ordinance to Amend Chapter II-A, Fees, Rates and Charges, Chapter II, Administration, Section 2-18, Department of Public Safety, Chapter V, Animal Control, and Chapter 22, Parks and Recreation Areas of the General Ordinances of the Township of Denville
CONSENT AGENDA:

R-16-162: Resolution Authorizing Raffle License in the Township of Denville

R-16-163: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-16-164: Resolution Authorizing Renewal of Alcoholic Beverage Licenses in the Township of Denville for 2016-2017

R-16-165: Resolution Authorizing the Reduction of a Performance Guarantee for Fourth Generation Construction, LLC

R-16-166: Resolution Authorizing Release of the Performance Guarantee and Acceptance of the Maintenance Guarantee for Applied Landscape Technologies, Inc.

R-16-167: Resolution Granting Permission to Bid for Two Department of Public Works Trucks

NON-CONSENT AGENDA:

R-16-168: Resolution Appointing Danielle Lewis as Township of Denville Deputy Municipal Clerk

R-16-169: Resolution Authorizing Renewal of Alcoholic Beverage License in the Township of Denville for 2016-2017

R-16-170: Resolution Establishing a Rental Assistance Program for Tenants of Affordable Rental Housing Units and Authorizing the Transfer of Funds from the Affordable Housing Trust Fund for Calendar Year 2016

R-16-171: Resolution Authorizing the Transfer of Funds from the Affordable Housing Trust Fund to the Denville General Trust Fund for COAH Related Administrative Costs

R-16-172: Resolution Authorizing the Expenditure of an Additional $2,000 in Furtherance of the Purposes of the Municipal Shared Services Defense Agreement (‘MSSDA’)

ITEMS FOR DISCUSSION AND/OR ACTION
NONE
R-16-173: Resolution Refunding the Payments of Taxes Due to Judgment by the Tax Court of New Jersey for Multiple Properties

R-16-174: Resolution Authorizing Renewal of Alcoholic Beverage License in the Township of Denville for 2016-2017 (If in Order)

MINUTES FOR ADOPTION

- June 14, 2016
- June 21, 2016

MOTION TO ADJOURN
ORDINANCE NO. 08-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

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 Authorizing the Lease of Block 20203, Lot 13 to the Denville Historical Society

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at a meeting of the Municipal Council of the Township of Denville on 08-09-2016 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: 06-28-2016
ORDINANCE NO. 08-16

ORDINANCE AUTHORIZING THE LEASE OF BLOCK 20203, LOT 13 TO THE DENVILLE HISTORICAL SOCIETY

WHEREAS, the Township of Denville is the owner of certain lands within the Township of Denville known as Block 20203, Lot 13, located at 501 Openaki Road; and

WHEREAS, the Historical Society has requested that the Township enter into a lease with the Historical Society; and

WHEREAS, said parcel shall be used only for Historical Society purposes and if the lands so leased shall cease to be used for such purposes the lease shall be terminated; and

WHEREAS, N.J.S.A. 40A:12-15.g authorizes a lease for a public purpose on land not needed for municipal purposes by a municipality to any duly incorporated historical society for civic or historic programs or activities for a term not to exceed 50 years plus a 25 year renewal term; and

WHEREAS, the Municipal Council of the Township of Denville does hereby determine that the land in question is not needed for municipal purposes; and

WHEREAS, the parties have agreed upon the terms of a Lease for a duration of fifty (50) years with a right to extend for another twenty (20) years for nominal consideration.

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

SECTION 1. The Municipal Council hereby authorizes the Mayor and the Township Clerk to execute any and all documents necessary to lease Block 20203, Lot 13 to the Denville Historical Society for nominal consideration for a term of fifty (50) years with the right to renew the Lease for an additional twenty (20) year term pursuant to N.J.S.A. 40A:12-15.g. for civic or historic programs and activities, which activities benefit the population of the Township of Denville as well as the County of Morris and State of New Jersey.
SECTION 2. The Township Administrator is hereby designated as the officer or employee of the Township authorized to enforce the terms and conditions of the Lease.

SECTION 3. The Historical Society shall be required, in accordance with N.J.S.A. 40A:12-14(c), to annually submit a report to the Municipal Council, setting out the use to which the leased premises was put during the previous year, the activities of the lessee undertaken in furtherance of the activities of the Historical Society in preserving the history of the Township of Denville; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

SECTION 4. A copy of the Lease is on file in the office of the Township Clerk.

SECTION 5. 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 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 ________________, 2016

Kathryn Bowditch-Leon, RMC
Municipal Clerk
LEASE AGREEMENT BETWEEN
THE TOWNSHIP OF DENVILLE, MORRIS COUNTY
AND THE
DENVILLE HISTORICAL SOCIETY

THIS LEASE AGREEMENT, made this day of ______________________, 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, New Jersey 07834

(Hereinafter, "Township")

and

DENVILLE HISTORICAL SOCIETY, a charitable corporation organized under the laws of the State of New Jersey having a mailing address of, P.O. Box 466, and having offices at 113 Diamond Spring Road, Denville, New Jersey 07834

(Hereinafter, "Historical Society")

WITNESSETH:

WHEREAS, the Historical Society desires to enter into a lease agreement with the Township, for nominal consideration, for the use of the premises located at 501 Openaki Road, Block 20203, Lot 13 (hereinafter the "Property"), for civic and historic programs and activities in accordance with the provisions of N.J.S.A. 40A: 12-14(b), (c) and 12-15(g); and

WHEREAS, the activities of the Historical Society benefit the population of the Township of Denville as well as the County of Morris by preserving the history of the Township and providing educational opportunities for the public; and

WHEREAS, the Historical Society desires to lease the Property subject to the conditions set forth in this Lease Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the parties hereto hereby agree as follows:
I. TOWNSHIP WARRANTIES AND OBLIGATIONS. The Township covenants and warrants to the Historical Society:

A. The Township is the owner of the Property.
B. The Township has introduced an ordinance to authorize the execution and delivery of this Lease Agreement, and this Lease Agreement is subject to the adoption of said ordinance.
C. The Property is properly zoned for the uses contemplated.
D. The terms of this Lease shall be enforced by the Township Administrator.
E. The Township agrees to sign historic preservation grant applications prepared by the Historical Society as the owner of the Property.

II. LEASE OF THE PROPERTY.

A. Demise. The Township hereby leases to the Historical Society and the Historical Society hereby takes and leases from the Township for the sum of one dollar ($1.00) and other good and valuable consideration for the full term hereof, and, if exercised by the Historical Society, the twenty (20) year extension period that is granted below, the receipt and the sufficiency of which are hereby acknowledged, the Property, situate in the Township of Denville, in the County of Morris, New Jersey.

B. Term. The term of this Lease Agreement shall be for fifty (50) years which term shall begin on the date that this Agreement is executed by both parties.

C. Extension. The term of this Lease Agreement, at the expiration of the term as set forth above, may be extended upon the same terms and conditions as herein contained for an additional twenty (20) years at the option of and upon the written request of the Historical Society issued not later than ninety (90) days prior to the expiration of the initial fifty (50) year term of this Lease Agreement and upon the adoption of an ordinance or resolution, as appropriate, authorizing such extension by the Municipal Council of the Township of Denville.

D. Utilities. The Township shall pay for all utilities for the Property during the term of this Lease Agreement.
E. **Taxes and Assessments.** The land on which the Property is located is exempt from real property taxes.

III. **USE**

A. **Permitted Use.** The Historical Society may use the Property, including the exterior of the Property, for meetings, historic displays and other civic or historic programs and activities in furtherance of the goals of the Historical Society.

B. **Quiet Use and Enjoyment.** Subject to the terms of this Lease, the Township hereby covenants to provide the Historical Society during the term of this Lease with quiet use and enjoyment of the Property, and the Historical Society during such term shall have, shall hold and shall enjoy the Property peaceably and quietly, without suit, trouble or hindrance from the Township, except that the Township and Historical Society agree to assist each other and may agree, by amendment to this Lease, to reciprocal use of the Property.

C. **Non-Exclusive Use.** The Historical Society's use of the Property shall be non-exclusive and the Township retains the right, on notice to the Historical Society, to use the Property for Township meetings, events and other purposes. The Township shall provide the Historical Society with 7 calendar days' notice of its intent to use the Property and shall have the right to the use of the Property at the designated time, unless the Historical Society has already scheduled an event or meeting for that date and time.

D. **Parking.** Parking at the Property shall be limited to vehicles whose occupants are attending events at either the Property or at 502 Openaki Road.

IV. **HISTORICAL SOCIETY'S RESPONSIBILITIES.**

A. **Maintenance.** 1. During the period of renovation referenced in paragraph B, below, the Historical Society shall, at its sole cost and expense, perform all routine maintenance of the Property during the term of the lease. During this period, the Township shall be under no duty, generally or specifically, to repair or maintain any portion of the Property and the Township shall have no obligation with respect to any portion of the Property, appliances, appurtenances, equipment, and the like as to repair, replacement, exterior or interior, ordinary or
B. Improvements.

1. All structural alterations, improvements or capital improvements shall be made to the Property by the Historical Society only with the prior written consent of the Township, which consent shall not be unreasonably withheld. The Historical Society agrees, at its own cost and expense, to renovate the building in accordance with current uniform construction code requirements, including, but not limited to, the following improvements/repairs/remediation:

   - Mold remediation
   - Asbestos abatement
   - ADA accessibility modifications

2. Renovations must be commenced within twelve (12) months of the signing of this lease and be completed within ten (10) years from the date of this Lease. The Township reserves the right to terminate this Lease Agreement, in accordance with the terms of Article VII of this Lease, in the event that the Historical Society does not make good faith and consistent progress on the completion of the renovations or in the event that the renovations are not completed within the ten (10) year timeframe set forth herein.
3. All improvements constructed on or in the Property shall become the property of the Township.

C. Annual Report. The Historical Society shall, in accordance with N.J.S.A. 40A:12-14(c), annually submit a report to the Municipal Council on or before January 31 of each year of the term, setting out the use to which the Property was put during the previous year, the activities of the lessee undertaken in furtherance of the activities of the Historical Society in preserving the history of the Township of Denville; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

V. HISTORICAL SOCIETY’S COVENANTS.

A. Historical Society’s Covenants and Representations.

1. The Historical Society has the authority to enter into, to execute and to deliver this Agreement, and to perform all of its obligations thereunder, and has duly authorized the executions and the delivery of this Agreement.

2. The Historical Society is in compliance and will remain in compliance with all applicable laws, orders, rules and regulations.

3. The Historical Society has no interest in the real property on which the Property is located and is without power and shall not sell, lease, sublease or otherwise transfer the Property or any part thereof, without the written consent of the Township.

4. The Historical Society shall on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the Property to the Township, broom-clean, including all alterations, replacements, changes or additions placed by the Historical Society thereon, in as good condition and repair as at the time when any new structures, replacements, additions, or improvements constructed, erected, added or placed thereon by the Historical Society shall have been completed, subject, however, to normal and customary wear and tear.
5. Historical Society’s obligation to comply with applicable laws: The Historical Society at its sole cost and expense shall comply with all laws, orders, and regulations of Federal, State and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Township or the Historical Society with respect to the Property. The Historical Society at its sole expense shall obtain all licenses or permits which shall be required for the conduct of its business within the terms of this Lease Agreement or for the making or repairs, alterations, improvements, or additions to the Property and when necessary, the Township will join the Historical Society in applying for all such permits or licenses.

B. Grant Applications. The Historical Society shall, at its own cost and expense, research and apply for historic preservation grants to obtain funds for use in renovation of the Property.

VI. INSURANCE.

A. The Township agrees to continue to maintain hazard and liability insurance on the Property.

B. The Historical Society agrees that any entity, group or organization using the building that is not covered under the Township’s liability insurance coverage shall comply with the Township of Denville Building and Facility Use Policy (“Policy”) and submit a Denville Township Facility Request Acknowledgment and Hold Harmless Agreement at least fifteen (15) days prior to the use, together with the Certificate of Insurance required by the Policy.

C. During the term of the lease, the Historical Society assumes all risk with regard to the contents of the Property and agrees to hold the Township harmless for any and all liability for any damage to personal property of the Historical Society used in connection with the Historical Society’s occupancy of the Property.

VII. TERMINATION. If the Historical Society defaults in the performance of any of the covenants or conditions of this agreement, the Township may give the Historical Society notice of such a default, and if the Historical Society does not cure any default within sixty (60)
days, after the giving of notice (or if the default is of such a nature that it cannot be completely
cured within that period, if Historical Society does not commence the curing within sixty (60) days
and thereafter proceed with reasonable diligence and in good faith to cure the default), then the
Township may terminate this lease on not less than sixty (60) days' notice to Historical Society.
On the date specified in the notice the term of this lease shall terminate and Historical Society
shall then quit and surrender the Premises to Township. If this lease shall have been so
terminated by the Township, the Township may at any subsequent time resume possession of
the Premises by any lawful means and remove the Historical Society or other occupants and their
effects.

VIII. MISCELLANEOUS.

A. Modifications.

No modifications, changes or amendments to this agreement shall be valid or
enforceable unless same are in writing and approved by both parties.

B. Waivers. The Lease or any provision thereof will not be deemed
waived unless the waiver is in writing and signed by the party against whom enforcement is
sought. Every right and remedy of the Historical Society shall be cumulative and in addition to
every other right or remedy provided for in this lease, or now or later existing at law, in equity, by
statute or otherwise.

C. Definitions. All capitalized terms not otherwise defined in this Lease
Agreement shall have the meanings ascribed thereto herein.

D. Severability. If any term or provision of this Lease Agreement or the
application thereof to any person or circumstances shall be invalid or unenforceable to any extent,
the remainder of this Lease Agreement or the application of such term or provision to persons or
to circumstances, other than those as to which it is invalid or unenforceable, shall not be affected
thereby, and each term and provision of this Lease Agreement shall be valid and enforceable to
the fullest extent permitted by law.
E. **Notices and Demands.** Any notice, demand or other communication under this Lease Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid and return receipt requested or delivered personally and, in the case of the Township, addressed to the Township Administrator, Township of Denville, 1 St. Mary’s Place, Denville, New Jersey 07834 and in the case of the Historical Society, addressed to P. O. Box 466, Denville, NJ 07834, or at such other address with respect to which any party, from time to time, may designate in writing and may forward to the other as provided in this Section.

F. **Entire Agreement.** This lease contains the entire agreement between the parties and any agreement made after execution of this lease between the parties shall be ineffective to change, modify, waive or release, discharge, terminate or affect a surrender or abandonment of the lease, in whole or in part, unless that agreement is in writing and signed by each party against whom enforcement is sought.

G. **Estoppel Certificate.** The Historical Society shall have the right to request that the Township provide an estoppel certificate, without charge, at any time as requested by the Historical Society and to any party or person specified by the Historical Society, which states that the lease is unmodified and in full force and effect, that if there have been modifications to the lease, that they are in full force and effect as modified specifying the nature of each modification. Such estoppel certificate shall, if requested, state whether or not the lease is in default or there has been any default in the performance or observation of any covenant, agreement, condition, term or provision contained in the lease, and if so, specify the nature of such default that the certifying party has knowledge of. The estoppel certificate should include any other information with respect to the lease and the Property that the requesting party may reasonably request.

H. **Binding Effect.** This Lease Agreement shall inure to the benefit of and shall be binding upon the Historical Society and the Township and their respective successors and
assigns. However, no assignment of this Lease Agreement shall be effective without prior written consent of the Township.

I. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

J. **Applicable Law.** This Lease Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the said parties hereto have executed this Agreement as of the day and year first above written and have, by resolution, authorized the execution by their duly authorized officers and their corporate seals to be affixed.

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Township Clerk

By____________________________ Thomas W. Andes, Mayor

ATTEST: DENVILLE HISTORICAL SOCIETY

, Secretary

By____________________________ , President
STATE OF NEW JERSEY:
: SS:
COUNTY OF MORRIS:

I CERTIFY that on , 2016, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Acting 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. ANDREAS, 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 Council; (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, Clerk

(Noteary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2016, personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary of DENVILLE HISTORICAL SOCIETY, the entity named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper officer who is , the President of the organization; (c) this document was signed and delivered by the organization as its voluntary act duly authorized by its board; (d) this person knows the proper seal of the Historical Society 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.

(Noteary sign, seal, stamp)
ORDINANCE NO. 09-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter II-A, Fees, Rates and Charges, Chapter II, Administration, Section 2-18, Department of Public Safety, Chapter V, Animal Control, and Chapter 22, Parks and Recreation Areas of the General Ordinances of the Township of Denville

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 to Amend Chapter II-A, Fees, Rates and Charges, Chapter II, Administration, Section 2-18, Department of Public Safety, Chapter V, Animal Control, and Chapter 22, Parks and Recreation Areas of the General Ordinances of the Township of Denville

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at a meeting of the Municipal Council of the Township of Denville on 08-09-2016 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: 06-28-2016
ORDINANCE NO. 09-16

AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES, CHAPTER II, ADMINISTRATION, SECTION 2-18, DEPARTMENT OF PUBLIC SAFETY, CHAPTER V, ANIMAL CONTROL, AND CHAPTER 22, PARKS AND RECREATION AREAS OF THE GENERAL ORDINANCES 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. Chapter II-A, Fees, Rates and Charges, of the General Ordinances of the Township of Denville, is hereby amended in the following particulars only:

a. Section 2A-2, General Township Fees, is hereby amended and supplemented to add the following fee:

   "Security Deposit for Use of the Community Room at the Municipal Building: less than 50 persons - no deposit required; 51-200 persons - $250.00; over 200 persons - $500.00. Security Deposits are returned after the conclusion of the event, less any amount required to be expended to clean-up or restore the field or facility."

b. Section 2A-5, Animal Control, is hereby amended to repeal the following fee: Pet/animal supply establishment - $10.00.

c. Section 2A-13, Police Department, is hereby amended and supplemented by the addition of the following fee: "Application fee - $75.00"

d. Section 2A-15, Recreation, is hereby amended and supplemented in its entirety to read as follows:
## 2A-15 RECREATION

### a. Picnic Pavilion Usage Fees (other than James Dyer Park)

<table>
<thead>
<tr>
<th>Type</th>
<th>Fee</th>
<th>Security Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident</td>
<td>$50.00</td>
<td>less than 50 persons no deposit required; 51-200 persons $250.00; over 200 persons $500.00**</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>$100.00</td>
<td>less than 50 persons no deposit required; 51-200 persons $250.00; over 200 persons $500.00**</td>
</tr>
<tr>
<td>Commercial</td>
<td>$150.00</td>
<td>Security Deposit $500.00**</td>
</tr>
<tr>
<td>Non-Resident Commercial</td>
<td>$300.00</td>
<td>Security Deposit $500.00**</td>
</tr>
</tbody>
</table>

### b. Athletic Field/Court Use Fees

<table>
<thead>
<tr>
<th>Field Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Athletic Field</td>
<td>$50.00  2 hour block, lights extra</td>
</tr>
<tr>
<td>Non-Resident Athletic Field</td>
<td>$100.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Commercial Athletic Field</td>
<td>$200.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Resident Turf Field</td>
<td>$125.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Non-Resident Turf Field</td>
<td>$250.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Commercial Turf Field</td>
<td>$500.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Resident Tennis</td>
<td>$50.00  2 hour block, lights extra</td>
</tr>
<tr>
<td>Non-Resident Tennis</td>
<td>$100.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Commercial Tennis</td>
<td>$200.00 2 hour block, lights extra</td>
</tr>
<tr>
<td>Resident Volleyball</td>
<td>$25.00   2 hour block</td>
</tr>
<tr>
<td>Non-Resident Volleyball</td>
<td>$35.00   2 hour block</td>
</tr>
<tr>
<td>Commercial Volleyball</td>
<td>$50.00   2 hour block</td>
</tr>
<tr>
<td>Field Usage Security Deposit (per field)</td>
<td>$250.00**</td>
</tr>
</tbody>
</table>

### c. Athletic Field Light Fees

<table>
<thead>
<tr>
<th>Field Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Athletic Field # 1, 2, 3, 8</td>
<td>$30.00 per hour</td>
</tr>
<tr>
<td>Non-Resident Athletic Field # 1, 2, 3, 8</td>
<td>$60.00 per hour</td>
</tr>
<tr>
<td>Commercial Athletic Field # 1, 2, 3, 8</td>
<td>$75.00 per hour</td>
</tr>
<tr>
<td>Resident Athletic Field #4 &amp; 9</td>
<td>$50.00 per hour</td>
</tr>
<tr>
<td>Non-Resident Athletic Field #4 &amp; 9</td>
<td>$75.00 per hour</td>
</tr>
<tr>
<td>Commercial Athletic Field #4 &amp; 9</td>
<td>$95.00 per hour</td>
</tr>
<tr>
<td>Resident Soccer Field</td>
<td>$40.00 per hour</td>
</tr>
<tr>
<td>Non-Resident Soccer Field</td>
<td>$80.00 per hour</td>
</tr>
<tr>
<td>Commercial Soccer Field</td>
<td>$95.00 per hour</td>
</tr>
<tr>
<td>Resident Football Field</td>
<td>$40.00 per hour</td>
</tr>
<tr>
<td>Non-Resident Football Field</td>
<td>$80.00 per hour</td>
</tr>
<tr>
<td>Commercial Football Field</td>
<td>$95.00 per hour</td>
</tr>
<tr>
<td>Resident Tennis</td>
<td>$10.00 per hour</td>
</tr>
<tr>
<td>Category</td>
<td>Resident</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>(a) Season Membership</td>
<td></td>
</tr>
<tr>
<td>Family of 3 or more</td>
<td>$330.00</td>
</tr>
<tr>
<td>Couple or Single parent &amp; 1 child</td>
<td>$255.00</td>
</tr>
<tr>
<td>Senior Couple, 62 or older</td>
<td>$100.00</td>
</tr>
<tr>
<td>Senior Single, 62 or older</td>
<td>$60.00</td>
</tr>
<tr>
<td>Adult Single, 18 to 61</td>
<td>$225.00</td>
</tr>
<tr>
<td>Daily Guest Pass (*must be with a member)</td>
<td>$7.00</td>
</tr>
<tr>
<td>Discount Guest Pass booklets-10 passes*</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lost Badge Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Membership issued after 7/31</td>
<td>50% of fee</td>
</tr>
<tr>
<td>(b) Weekend Season Membership</td>
<td></td>
</tr>
<tr>
<td>Family of 3 or more</td>
<td>$260.00</td>
</tr>
<tr>
<td>Couple or Single parent &amp; 1 child</td>
<td>$215.00</td>
</tr>
<tr>
<td>Senior Couple, 62 or older</td>
<td>$70.00</td>
</tr>
<tr>
<td>Senior Single, 62 or older</td>
<td>$40.00</td>
</tr>
<tr>
<td>Adult Single, 18 to 61</td>
<td>$195.00</td>
</tr>
<tr>
<td>Daily Guest Pass (*must be with a member)</td>
<td>$7.00</td>
</tr>
<tr>
<td>Discount Guest Pass booklets-10 passes*</td>
<td>$50.00</td>
</tr>
<tr>
<td>Lost Badge Fee</td>
<td>$5.00</td>
</tr>
<tr>
<td>Membership issued after 7/31</td>
<td>50% of fee</td>
</tr>
<tr>
<td>(c) One-Week Membership</td>
<td></td>
</tr>
<tr>
<td>Family or Single (Monday – Sunday)</td>
<td>$50.00</td>
</tr>
<tr>
<td>1 time limit per family per year</td>
<td></td>
</tr>
<tr>
<td>(d) Nanny/Babysitter</td>
<td></td>
</tr>
<tr>
<td>1 per family</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

**Non-Resident Tennis**: $60.00 per game, not to exceed 3 hours, plus $10.00/hr or each fraction thereof

**Commercial Tennis**: $60.00 per game, not to exceed 3 hours, plus $10.00/hr or each fraction thereof

**d. James F. Dyer Park at Cook's Pond Fees.**

1. **Fishing Fees**
   - Resident Fishing Badge: $10 each, family of 4 is $25.00, $10 each additional family member.
   - Non-Resident Fishing Badge: $20.00 each.
   - Children under age 7: No Charge

2. **Membership Fees**
   (a) **Season Membership**
   - Family of 3 or more: $330.00, $400.00
   - Couple or Single parent & 1 child: $255.00, $315.00
   - Senior Couple, 62 or older: $100.00, $155.00
   - Senior Single, 62 or older: $60.00, $90.00
   - Adult Single, 18 to 61: $225.00, $270.00
   - Daily Guest Pass (*must be with a member): $7.00, $7.00
   - Discount Guest Pass booklets-10 passes*: $50.00, $50.00
   - Lost Badge Fee: $5.00, $5.00
   - Membership issued after 7/31: 50% of fee, 50% of fee

(b) **Weekend Season Membership**
   - Family of 3 or more: $260.00, $320.00
   - Couple or Single parent & 1 child: $215.00, $255.00
   - Senior Couple, 62 or older: $70.00, $100.00
   - Senior Single, 62 or older: $40.00, $60.00
   - Adult Single, 18 to 61: $195.00, $225.00
   - Daily Guest Pass (*must be with a member): $7.00, $7.00
   - Discount Guest Pass booklets-10 passes*: $50.00, $50.00
   - Lost Badge Fee: $5.00, $5.00
   - Membership issued after 7/31: 50% of fee, 50% of fee

(c) **One-Week Membership**
   - Family or Single (Monday – Sunday): $50.00, $75.00
   - 1 time limit per family per year

(d) **Nanny/Babysitter**
   - 1 per family: $50.00, $75.00
3. **Swimming Lessons**

<table>
<thead>
<tr>
<th>Description</th>
<th>Member Rate</th>
<th>Non-Member Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swim Lessons, Early Bird (6/1/2016)</td>
<td>$40 $35</td>
<td>$80</td>
</tr>
<tr>
<td>Swims Lessons, Regular (6/12-6/21)</td>
<td>$45 $40</td>
<td>$85</td>
</tr>
<tr>
<td>Swims Lessons, Late (6/22/2016 on)</td>
<td>$45.00</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

4. **Picnic Pavilion**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members: 10-50 people</td>
<td>$250.00</td>
</tr>
<tr>
<td>Members: Up to 9</td>
<td>$7 guest badge</td>
</tr>
<tr>
<td>Non-Members: 10-50 people</td>
<td>$350.00</td>
</tr>
<tr>
<td>*Includes 2 lifeguards @ $20 each for 5 hours</td>
<td></td>
</tr>
<tr>
<td>Off Season Rental</td>
<td>$100.00 per hour</td>
</tr>
</tbody>
</table>

A weekend season swim membership may be used only on Saturdays, Sundays and on those Mondays following a holiday weekend (Memorial Day, July 4th, if applicable, Labor Day). Weekend season swim members may purchase guest passes to be used by any guest on any weekend day as described above. Weekend season swim members may also purchase guest passes for themselves only on any weekday, Monday through Friday, inclusive. Weekend season swim members may not bring any additional guest to the facility on weekdays.

For purposes of this section, ‘Family’ shall mean all individuals living together as a single housekeeping unit. A babysitter or domestic employee may use an adult family member's badge when accompanying children under the age of 14, provided that his/her name is on file with the Director.

Except for Security Deposits, all fees shall be nonrefundable. No portion of any fee shall be refunded for suspension or revocation of membership privileges due to breach of the rules and regulations established in Chapter 22, Parks and Recreation Areas.

e. **Tennis Badge Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Tennis Badge</td>
<td>$8.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>Family of 4</td>
<td>$20.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Each additional family member</td>
<td>$5.00</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**Security Deposits are returned after the conclusion of the event, less any amount required to be expended to clean-up or restore the field or facility.**
SECTION 2. Chapter II, Administration, Section 2-18, Department of Public Safety, subsection 2-18.3A, Requirements, is hereby amended and supplemented by the addition of paragraph d. to read as follows:

"d. A non-refundable application fee, as set forth in Chapter 2A, shall be paid by each applicant for the position of police officer with the Township."

SECTION 3. Chapter V, Animal Control, Section 5-1, Definitions, paragraph k. Pet Shop, item 1. Pet/animal supply establishment" is hereby repealed.

SECTION 4. Chapter XXII, Parks and Recreation, Section 22-6.2. paragraph a., is hereby amended to read as follows:

"a. Use of an athletic field that results in a gathering of 25 or more people, including but not limited to participants, spectators and officials, shall require the express written consent of the Director of Parks and Recreation. Each group will be required to fill out a facility usage request, and provide the necessary liability insurance certificate and a security deposit as set forth in Section 2A-15.b. at least one business day prior to the scheduled event. The security deposit will be returned at the conclusion of the event, less any amount required to be expended to clean-up or restore the field."

SECTION 4. 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 5. If any section, subsection, sentence, clause of 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 6. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

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 ____________, 2016.

Kathryn Bowditch-Leon, RMC
Municipal Clerk

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

APPROVED:

Mayor Thomas W. Andes
Township of Denville

ATTEST:

Kathryn Bowditch-Leon, RMC
Municipal Clerk
BE IT RESOLVED by the Municipal Council of the Township of Denville that the application for the following raffle be approved and the Municipal Clerk be authorized to issue said license on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Francis Health Resort, Inc.</td>
<td>Tricky Tray</td>
<td>10/02/2016</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 June 28, 2016.

Certification Date:  
Kathryn Bowditch-Leon, RMC  
Municipal Clerk
RESOLUTION AUTHORIZING REINSTATEMENT OF THE ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

WHEREAS, on February 14, 2012, the Municipal Council confirmed sewer assessments for certain properties in the Township of Denville; and

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

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

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

WHEREAS, the following property owners:

Muziani / Isello Hollner Saskowitz Soruco

Gibbs LaSala Walker

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on June 28, 2016.
RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSES IN THE TOWNSHIP OF DENVILLE FOR 2016-2017

BE IT RESOLVED, by the Municipal Council of the Township of Denville that the following Alcoholic Beverage Control Licenses be approved for the year July 1, 2016 through June 30, 2017.

<table>
<thead>
<tr>
<th>LICENSE NUMBER</th>
<th>FEE</th>
<th>LICENSEE</th>
<th>ESTABLISHMENT</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1408-33-001-007</td>
<td>$2,500</td>
<td>LLD, LLC</td>
<td>Casa Bella Restaurant</td>
<td>300 Route 46 West</td>
</tr>
<tr>
<td>1408-33-003-004</td>
<td>$2,500</td>
<td>The Second Half, Inc.</td>
<td>The Second Half on Main</td>
<td>5 East Main St. Suite 15 &amp; 17</td>
</tr>
<tr>
<td>1408-33-017-002</td>
<td>$2,500</td>
<td>Wan Fu Yuan, Inc.</td>
<td>Hunan Taste</td>
<td>67 Bloomfield Avenue</td>
</tr>
<tr>
<td>1408-33-008-013</td>
<td>$2,500</td>
<td>RRC Liquor Corp</td>
<td>Rattlesnake Cantina</td>
<td>559 East Main St.</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 June 28, 2016.

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

WHEREAS, Fourth Generation Construction, LLC posted a performance guarantee for improvements in connection with the Mary Farm Road subdivision in the amount of $427,400.40, of which $384,660.36 was secured by Performance Bond #36423, issued by The Service Insurance Company, Inc., and $42,740.04 in cash; and

WHEREAS, Fourth Generation Construction, 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 June 15, 2016, attached hereto, recommended that the performance guarantee be reduced to $132,780.00 to secure the completion of the remainder of the improvements as set forth therein; and

WHEREAS, Fourth Generation Construction, LLC has requested that the reduction in the performance guarantee apply only to the performance bond and that the cash currently on deposit be maintained as the cash portion of the performance guarantee.

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 Fourth Generation Construction, LLC from $427,400.40 to $132,780.00 is hereby approved and authorized.

2. That a revised performance bond or other satisfactory form of performance guarantee satisfactory to the Township Attorney be posted with the Township in the amount of $90,025.73, being the difference between $132,780.00 and $42,754.27, the amount of the cash guarantee currently on deposit with the Township.

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 June 28, 2016.
June 15, 2016

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

Reference: Mary Farm Road Subdivision
Denville, New Jersey
Performance Bond Reduction

Dear Mr. Ward:

I am in receipt of a letter dated June 3, 2016 from Victor Recchia of Fourth Generation Construction, 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 $427,400.40 may be reduced to $132,780.00. Ten percent of the guarantee ($13,278), should be in cash, and $119,502 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 @ 120%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond</td>
<td>$384,660.36</td>
<td>$119,502.00</td>
</tr>
<tr>
<td>Check</td>
<td>$42,740.04</td>
<td>$13,278.00</td>
</tr>
<tr>
<td>Total</td>
<td>$427,400.40</td>
<td>$132,780.00</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 908.790.6500

CC: Kathryn Bowditch-Leon, Municipal Clerk
Paula DeBona, Esq.
Victor Recchia, Fourth Generation Construction, LLC

Very truly yours,

Hatch Mott MacDonald

John K. Ruschke, PE
Vice President
john.ruschke@hatchmott.com
T 908.238.5000  F 908.790.6500

CC: Kathryn Bowditch-Leon, Municipal Clerk
Paula DeBona, Esq.
Victor Recchia, Fourth Generation Construction, LLC
June 3, 2016

Mr. Steven Ward
Denville Township Business Administrator
1 St. Mary's Place
Denville, NJ 07834

Re: Site Improvement Performance Bond Reduction Request
   The Service Insurance Company, Inc. Bond No. 36423
   3 Mary Farm Road, Denville, NJ

Dear Mr. Ward,

I am contacting you to request a bond reduction for the completed site improvements to the Mary Farm Road project.

Please find the attached copy of the Engineers Estimate for the project with only the incomplete items highlighted by Ms. Samantha Anello of the Township Engineer's Office. The total cost for work completed and approved at this time is $258,117. plus 20% equals $309,740.40.

I would greatly appreciate your beginning the process to reduce the portion of the site improvement bond which was posted by The Service Insurance Company, Inc. by this amount. I would like the entire reduction amount to be subtracted from the Surety Bond and not from the cash portion of the bond which I have posted.

I am also enclosing a copy of the current bond for your convenience. Please contact me if you have any questions. Thank you for your assistance.

Sincerely,

Victor Recchia
Fourth Generation Construction, LLC
Mobile 973 632 3114

CC: Ms. Samantha Anello via Email
    Mr. James Burger, The Service Trust Company, Inc.

Enclosures
## Engineer's Estimate

For
Amended Preliminary and Final Major Subdivision at
Block 2047 - Lots 3 & 11
Smith Road
Township of Denville
Project No. 01096

Date: May 18, 2016, Last Revised August 6, 2016

### A Site Preparation

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Clearing (Roads, Basins, Grass-lined Swale &amp; Utilities Only)</td>
<td>3.5</td>
<td>Acre</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Site Excavation (Roads, Basins, Gravels, Swales, Basins &amp; Utilities Only)</td>
<td>2,400</td>
<td>CY</td>
<td>$8.00</td>
</tr>
</tbody>
</table>

Subtotal A | $48,200.00

### B Roadway Improvements

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravel Block Out</td>
<td>1,630</td>
<td>LF</td>
<td>$12.00</td>
</tr>
<tr>
<td>4&quot; Bituminous Stabilized Base Course Mix 1-2</td>
<td>200</td>
<td>Tons</td>
<td>$60.00</td>
</tr>
<tr>
<td>Densegraded Aggregate 4&quot; thick</td>
<td>376</td>
<td>Tons</td>
<td>$60.00</td>
</tr>
<tr>
<td>Concrete Shoulder including RCP Aggravate</td>
<td>480</td>
<td>LF</td>
<td>$24.00</td>
</tr>
<tr>
<td>Gravel Graded Base &amp; Roadway Pavement</td>
<td>1</td>
<td>Unit</td>
<td>$75.00</td>
</tr>
<tr>
<td>Storm Sewer Pipe</td>
<td>1</td>
<td>Unit</td>
<td>$200.00</td>
</tr>
<tr>
<td>Bedrock (approx.)</td>
<td>1850</td>
<td>SF</td>
<td>$5.00</td>
</tr>
</tbody>
</table>

Subtotal B | $88,665.00

### C Storm Sewer

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>15&quot; Class III RCP including excavation and backfill</td>
<td>55</td>
<td>LF</td>
<td>$40.00</td>
</tr>
<tr>
<td>15&quot; Class III RCP including excavation and backfill</td>
<td>157</td>
<td>LF</td>
<td>$25.00</td>
</tr>
<tr>
<td>15&quot; Class III RCP including excavation and backfill</td>
<td>157</td>
<td>LF</td>
<td>$25.00</td>
</tr>
<tr>
<td>Type &quot;B&quot; Inlet</td>
<td>7</td>
<td>Unit</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Type &quot;E&quot; Inlet</td>
<td>2</td>
<td>Unit</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Watermain (Concrete Pipe)</td>
<td>9</td>
<td>Unit</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Storm Manhole (4&quot; I.D.)</td>
<td>1</td>
<td>Unit</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Underground Service</td>
<td>140</td>
<td>CY</td>
<td>$10.00</td>
</tr>
<tr>
<td>Outlet Structure including trash rack</td>
<td>1</td>
<td>Unit</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

Subtotal C | $69,367.00

### D Sanitary

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanitary Sewer Manhole</td>
<td>5</td>
<td>Unit</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>4&quot; Sch 40 PVC Hole Service Connections including cleanout</td>
<td>6</td>
<td>Unit</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>6&quot; Sch 33 PVC including Excavation and Backfill</td>
<td>835</td>
<td>LF</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

Subtotal D | $44,220.00

Total | $241,567.00
**Engineer's Estimate**

For
Amended Preliminary and Final Major Subdivision at
Block 20401 - Lots 3 & 11
Smith Road
Township of Denville
Project No. 0180
Date: May 19, 2016, Last Revised August 8, 2016

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>E</strong></td>
<td>Water System</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Fire Hydrant Assembly</td>
<td>2</td>
<td>Unit</td>
<td>$1,750.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>27</td>
<td>8&quot; DIP Cement Lined CI 62 Water Main Incl Excav &amp; Backfill</td>
<td>650</td>
<td>LF</td>
<td>$70.00</td>
<td>$45,500.00</td>
</tr>
<tr>
<td>28</td>
<td>Wet Tap Connection</td>
<td>1</td>
<td>LS</td>
<td>$1,600.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>29</td>
<td>1&quot; Copper Service Connection Including core, stop &amp; curb stop</td>
<td>8</td>
<td>Unit</td>
<td>$1,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>30</td>
<td>8&quot; Gate Valve</td>
<td>2</td>
<td>Unit</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td><strong>F</strong></td>
<td>Soil Erosion Control Measures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Stabilized Construction Entrance</td>
<td>1,500</td>
<td>LF</td>
<td>$1.50</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>31</td>
<td>Stabilized Construction Entrance</td>
<td>1</td>
<td>LS</td>
<td>$1,600.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>32</td>
<td>Temporary Sediment Filtration Device</td>
<td>9</td>
<td>Unit</td>
<td>$75.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>33</td>
<td>Sediment Filtration</td>
<td>6</td>
<td>CY</td>
<td>$32.00</td>
<td>$192.00</td>
</tr>
<tr>
<td><strong>G</strong></td>
<td>Miscellaneous</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Retained Earth Erosion Control</td>
<td>2</td>
<td>Unit</td>
<td>$2,200.00</td>
<td>$4,400.00</td>
</tr>
<tr>
<td>35</td>
<td>Retained Earth Erosion Control</td>
<td>1600</td>
<td>SF</td>
<td>$16.00</td>
<td>$25,600.00</td>
</tr>
<tr>
<td>36</td>
<td>Retained Earth Erosion Control</td>
<td>645</td>
<td>LF</td>
<td>$20.00</td>
<td>$12,900.00</td>
</tr>
<tr>
<td>37</td>
<td>Retained Earth Erosion Control</td>
<td>32</td>
<td>Unit</td>
<td>$100.00</td>
<td>$3,200.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$35,616.70</td>
</tr>
</tbody>
</table>

**Note:**
120% for M.U.L. = $427,400.40
80% Surplus = $330,560.30
10% Cash = $35,616.70
5% Engineering Inspection Fee = $17,808.35

Michael D. Fisher, P.E.
New Jersey Lic. No. 24GE05112100

21 BOWLING GREEN PARKWAY, SUITE 204 * LAKE HOPATCONG, NJ 07449
PHONE (973) 663-6540 * FAX (973) 663-0042 * www.dykestrawberger.com
RESOLUTION AUTHORIZING RELEASE OF THE PERFORMANCE GUARANTEE AND ACCEPTANCE OF THE MAINTENANCE GUARANTEE FOR APPLIED LANDSCAPE TECHNOLOGIES, INC.

WHEREAS, correspondence has been received from Applied Landscape Technologies, Inc. requesting release of the Performance Bond No. BCY1024107 issued by The Hanover Insurance Company in the amount of $1,470,350.00 to guarantee the completion of the Veterans Memorial Park Improvements Contract; and

WHEREAS, the Township Engineer has recommended that the improvements be accepted subject to the retention of $16,417.85 by the Township from the final payment to guarantee the cleaning and filtering of the sand layer in the detention pond and subject to the posting of an acceptable two-year maintenance bond; and

WHEREAS, Applied Landscape Technologies, Inc. has delivered Bond No. BCY1024107(M) in the amount of $1,807,805.00 issued by The Hanover Insurance Company as the maintenance guarantee; and

WHEREAS, the Township Attorney has reviewed and approved the legal sufficiency of the maintenance bond.

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 Performance Bond No. BCY1024107 issued by The Hanover Insurance Company in the amount of $1,470,350.00 is hereby released and BCY1024107(M) in the amount of $1,807,805.00 issued by The Hanover Insurance Company is hereby accepted as a two-year maintenance guarantee.

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 June 28, 2016.

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

FROM: Steven Ward, Business Administrator

DATE: June 28, 2016

RE: Municipal Bid# 7-2016
Two Department of Public Works Dump Trucks

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

We are proposing to advertise on: July 6, 2016
For bids to be accepted on: July 27, 2016
In anticipation to award on or about: August 9, 2016

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on June 28, 2016.

Certification Date:  
Kathryn Bowditch-Leon, RMC  
Municipal Clerk
RESOLUTION APPOINTING DANIELLE LEWIS AS TOWNSHIP OF DENVILLE DEPUTY MUNICIPAL CLERK

WHEREAS, N.J.S.A. 40A:9-135 allows for the creation of the office of Deputy Municipal Clerk; and

WHEREAS, Section 2-9.1 of the Revised General Ordinances of the Township of Denville creates the position of Deputy Municipal Clerk; and

WHEREAS, the Municipal Council of the Township of Denville is desirous of appointing Danielle Lewis to the position of Deputy Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED that Danielle Lewis is hereby appointed to the position of Deputy Municipal Clerk of the Township of Denville for the term beginning June 27, 2016 and extending through June 26, 2019; and

BE IT FURTHER RESOLVED that Danielle Lewis be and she is hereby vested with the authority and responsibility of said office including but not limited to Deputy Election Official pursuant to law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on June 28, 2016.

Certification Date: _______________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE IN THE TOWNSHIP OF DENVILLE FOR 2016-2017

BE IT RESOLVED, by the Municipal Council of the Township of Denville that the following Alcoholic Beverage Control License be approved for the year July 1, 2016 through June 30, 2017.

<table>
<thead>
<tr>
<th>LICENSE NUMBER</th>
<th>FEE</th>
<th>LICENSEE</th>
<th>ESTABLISHMENT</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1408-31-013-001</td>
<td>$188.00</td>
<td>Indian Lake Community Club, Inc.</td>
<td>Indian Lake Community Club</td>
<td>93 East Shore Road</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 June 28, 2016.

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

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

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

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

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

WHEREAS, the Township desires to transfer $9,000 for the rental assistance program for calendar year 2016 to the Denville General Trust Fund; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in the Affordable Housing Trust Fund for these purposes.

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 rental assistance program attached hereto be established to provide assistance to those qualified tenants of affordable rental housing units who are in arrears in rental payments and may be facing eviction.

2. That the sum of $9,000 be transferred from the Affordable Housing Trust Fund to the Denville General Trust Fund for the rental assistance program for 2016.

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 June 28, 2016.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
THE TOWNSHIP OF DENVILLE RENTAL ASSISTANCE PROGRAM

OVERVIEW

The Township of Denville Rental Assistance Program is designed to help low- and moderate-income households avoid eviction. This program will provide a rental supplement to tenants of qualified affordable properties within the Township of Denville. Funds are made available through the Affordable Housing Trust Fund of the Township of Denville. The goal of the program is to provide financial assistance to income-qualified tenants who are in rent arrears and may be facing eviction.

ELIGIBLE PARTICIPANTS

Applicants for this loan program must be income-qualified by the Social Services Director for the Township of Denville and must be tenants of a qualified affordable property located in the Township of Denville.

REQUIRED DOCUMENTATION

Applicants for assistance must submit an application and provide the following documentation:

1. Copy of current lease.
2. Copies of all notices from Landlord as to late rental payments, eviction notices, etc.
3. Statement, with proof, as to the reasons that the rent is in arrears and cannot be paid.
4. Copy of most recent paystubs for all adults residing in the unit.
5. Demonstration of a good faith attempt by the tenant to pay the arrears.

FUNDING

1. The amount of rental assistance will be determined by the Social Services Coordinator.

2. Assistance is limited to not more than 80% of the amount in arrears and in no event shall exceed $1,200/tenant or family/year. Applications for a waiver to exceed this amount for reasons of hardship shall be decided on a case by case basis in consultation with the Township Administrator, CFO and the Municipal Housing Liaison.

3. Rental assistance shall be paid directly to the Landlord on behalf of the tenant and does not need to be repaid by the tenant.

4. An income eligible tenant of a qualified affordable housing unit in the Township may not be denied participation in the Program unless funding is no longer available.

5. The amount of funding for the Program in any one year will not exceed $9,000. Once these funds are expended in a year, the program will be suspended until the next calendar year.
ADMINISTRATION

Questions about the Program should be directed to the Social Services Coordinator.

Notice of the Denville Rental Assistance Program shall be provided to all tenants of qualified affordable units within Denville Township and to all administrative agents of qualified affordable units in the Township.
Rental Assistance Form
PLEASE COMPLETE ALL SECTIONS

Contact Information

Name:

<table>
<thead>
<tr>
<th>Street Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City ST ZIP Code</td>
<td></td>
</tr>
<tr>
<td>Home Phone</td>
<td></td>
</tr>
<tr>
<td>Work Phone</td>
<td></td>
</tr>
<tr>
<td>Cell Phone</td>
<td></td>
</tr>
</tbody>
</table>

PLEASE PROVIDE YOUR LANDLORD INFORMATION BELOW (INCLUDING CONTACT NAME, ADDRESS AND TELEPHONE NUMBER): 

Rental Assistance Policy

1) The amount of assistance will be determined by the Social Services Coordinator.

2) Assistance is limited to not more than 80% of the amount in arrears and in no event shall exceed $1200/tenant or family/year.

3) Rental assistance is paid directly to the landlord.

4) Income eligible tenants of qualified affordable housing units in the Township may not be denied participation in the program unless funding is no longer available.
### Income Verification and Need Assessment

You *must* provide the following documents.

- Copies of most recent paystubs for all adults working in household. Or, if applicable, provide the most current documentation of Social Security or Disability payments.

- Bank statement for the past 60 days.

- Documentation of any child support you may be receiving or paying.

- Most recent copy of your lease.

- Copies of all notices from Landlord as to late rental payments, eviction notices etc. *This office must have proof in writing from Landlord that your rent is in arrears.*

- Proof as to the reasons the rent is in arrears and cannot be paid as you will describe in the next section. (For example: provide copies of car repair bills, medical bills, etc.)

- Demonstration of good faith attempts to pay the arrears. (Example: cleared checks or statements showing payments on account.)
Please explain why you need rental assistance at this time.

Agreement and Signature

I affirm that the facts set forth in this application are true to the best of my knowledge.

<table>
<thead>
<tr>
<th>Name (printed)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Information release

In order to determine to process your rental assistance claim, Social Services may need to make additional inquiries with your landlord and/or applicable housing authorities.

I grant permission to those entities to release any pertinent information to Social Services.

<table>
<thead>
<tr>
<th>Name (printed)</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
RESOLUTION

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

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

WHEREAS, the spending plan provides for the use of up to twenty percent (20%) of such funds for administrative costs, including but not limited to consulting and legal fees; and

WHEREAS, the Township previously transferred the anticipated administrative costs for 2016 from the Affordable Housing Trust Fund to the Denville General Trust Fund; and

WHEREAS, those funds have been exhausted and the Township desires to transfer an additional $20,000 for administrative costs for calendar year 2016 actual and anticipated expenses to the Denville General Trust Fund; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in the Affordable Housing Trust Fund for these purposes.

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 $20,000 be transferred from the Affordable Housing Trust Fund to the Denville General Trust Fund for COAH related administrative costs.

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 June 28, 2016.

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

RESOLUTION

WHEREAS, the Municipal Council of the Township of Denville entered into the Municipal Shared Services Defense Agreement ("MSSDA") for the purpose as set forth therein, which included retaining a common expert in the Declaratory Judgment action ("Litigation") that was filed in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision"); and

WHEREAS, by the adoption of Resolution R-15-155 on June 23, 2015, the Municipal Council authorized the expenditure of $2,000 for the preparation of the expert report; and

WHEREAS, an Amendment to the MSSDA ("Amendment") was authorized by Resolution R-15-211 adopted on September 15, 2015 to substitute Econsult Solutions, Inc. as the expert for the municipalities participating in the MSSDA ("the consortium"); and

WHEREAS, by the adoption of Resolution #16-118 on April 19, 2016, the Municipal Council authorized the expenditure of an additional $2,000 for further reports and legal matters to be addressed by the consortium; and

WHEREAS, the consortium is in need of additional funding and the Municipal Council of the Township of Denville recognizes that the Litigation requires further reports to be prepared as well as other legal matters to continue to be addressed by the consortium; and

WHEREAS, the Municipal Council of the Township of Denville has determined that it is in the best interests of the citizens of the Township of Denville to approve additional funding to enable the consortium and its expert to address the multiplicity of issues raised and associated with the Litigation and the continued implementation of the MSSDA.

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

1. The amount of $2,000 is hereby authorized to be expended by the Township of Denville in furtherance of the purposes of the MSSDA.

2. This Resolution shall take effect immediately.

I hereby certify the foregoing to be a true copy of a resolution adopted by the Municipal Council of the Township of Denville, at its meeting held on June 28, 2016.

Dated

Kathryn Bowditch-Leon, RMC, Municipal Clerk
Township of Denville
RESOLUTION REFUNDING THE PAYMENT OF TAXES OVERPAID DUE TO JUDGMENT BY THE TAX COURT OF NEW JERSEY FOR MULTIPLE PROPERTIES

WHEREAS, it has been found that the following 2012, 2013, 2014 & 2015 taxes have been overpaid due to Judgments 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 vouchers in the following names to refund said overpayments; 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 appropriate entity after the refunds have been recorded in the taxpayers' history files.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>30601 6</td>
<td>Hill Wallack LLP for PNL Newco II LLC</td>
<td>(2012) $20,304.00</td>
</tr>
<tr>
<td></td>
<td>21 Rozel Rd</td>
<td>Princeton, NJ 08543-5226</td>
</tr>
<tr>
<td>30601 6</td>
<td>Hill Wallack LLP for PNL Jersey Properties, LLC</td>
<td>(2013) $21,563.17</td>
</tr>
<tr>
<td></td>
<td>21 Rozel Rd</td>
<td>Princeton, NJ 08543-526</td>
</tr>
<tr>
<td>Property Location</td>
<td>30 Estling Lake Rd.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Kevin H. Giordano, Asst. General Council Verizon</td>
<td>(2014) $14,260.90</td>
</tr>
<tr>
<td></td>
<td>One Verizon Way</td>
<td>Princeton, NJ 07920</td>
</tr>
<tr>
<td>Property Location</td>
<td>259 West Main St.</td>
<td></td>
</tr>
<tr>
<td>5015 3</td>
<td>Bertone Piccini LLP trust for 329 Route 46 East</td>
<td>(2015) $5,133.87</td>
</tr>
<tr>
<td></td>
<td>777 Terrace Ave. Suite 201</td>
<td>(2014) $5,031.82</td>
</tr>
<tr>
<td></td>
<td>Hashbrouck Heights, NJ 07064</td>
<td>(2013) $2,515.16</td>
</tr>
<tr>
<td>Property Location</td>
<td>309-311 Route 46</td>
<td></td>
</tr>
</tbody>
</table>

1, 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 June 28, 2016.

Certification Date: 

Kathryn Bowditch-Leon, RMC 
Municipal Clerk