TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
August 8, 2017, 7:30 P.M.

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

Council Members

<p>| | | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Gabel</td>
<td>Witte</td>
<td>Kuser</td>
</tr>
<tr>
<td>Lyden</td>
<td>Fitzpatrick</td>
<td>Murphy</td>
</tr>
<tr>
<td>Golinski, Council President</td>
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</tbody>
</table>

In Attendance

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<table>
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<tbody>
<tr>
<td>Mayor Andes</td>
<td>Acting Administrator Guarino</td>
</tr>
<tr>
<td>Township Attorney Jansen</td>
<td>Other:</td>
</tr>
</tbody>
</table>

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

Notice of Adjournment:
The Person to Person Transfer of Liquor License 1408-33-008-010 has been adjourned to the September 5, 2017 Municipal Council meeting

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

Matters of Old/New Business

ORDINANCES FOR ADOPTION

14-17: An Ordinance to Amend Chapter 2A, Fees, Rates and Charges, Section 2A-13, Police Department, to Increase the Administrative Fee for Contracted Police Services

ORDINANCES FOR INTRODUCTION

15-17: An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend and Supplement Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking Lot Restrictions,
and Subsection 8-1.3, Parking Permit, of the Revised General Ordinances to Update and Clarify Various Requirements

ITEMS FOR DISCUSSION AND/OR ACTION
NONE

RESOLUTIONS

CONSENT AGENDA:

R-17-171: Resolution Authorizing the Execution of a Third Extension Developer’s Agreement

R-17-172: Resolution Authorizing Refunds of Recreation Department Fees

R-17-173: Resolution Authorizing Raffle Licenses in the Township of Denville

R-17-174: Resolution Refunding the Overpayment of 2016 Taxes

R-17-175: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-17-176: Resolution to Cancel Interest in the Amount of $8.37

R-17-177: Resolution Approving Developer’s Agreement with Richard Tkach for the Development of Two Isolated Lots on Bunt Street

R-17-178: Resolution of the Township of Denville, County of Morris and State of New Jersey Supporting the “Sustainable Land Use Pledge”

R-17-179: Resolution Authorizing the Issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control

R-17-180: Resolution Granting Permission to Bid for Fire Department Dive Equipment

R-17-181: Resolution Authorizing a Refund of a Building Permit Fee

NON-CONSENT AGENDA:

R-17-182: Resolution Authorizing First Extension to Contract with Pipeline Utility & Contracting II, LLC for General Contracting Services

R-17-183: Resolution Authorizing Second Extension to Contract with Chelbus Cleaning Co., Inc. for Janitorial Services

R-17-184: Resolution Authorizing an Agreement Between the Municipalities of Randolph, Rockaway Township and Denville for the Shared Purchase and Use of Public Works Equipment
R-17-185: Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Denville, in the County of Morris, New Jersey into a Single Issue of Bonds Aggregating $5,700,000 in Principal Amount

R-17-186: Resolution Determining the Form and Other Details of $5,700,000 General Improvement Bonds of the Township of Denville, in the County of Morris, New Jersey and Providing for Their Sale

R-17-187: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates

R-17-188: Resolution Authorizing the Execution of a Settlement Agreement with Glenmont Commons Developers, Inc.

R-17-189: Resolution Rejecting Bids for the Township of Denville Municipal Building Renovations for the Inclusion of the Board of Education Offices and Granting Permission to Re-Bid

R-17-190: Resolution Authorizing the Award of a Professional Services Contract to Greener by Design, LLC to Prepare a Trails Master Plan for the Township of Denville

R-17-191: Resolution to Approve Execution of an Agreement with Richard Kao for a Sanitary Sewer Extension

MINUTES FOR ADOPTION

• July 11, 2017

MOTION TO ADJOURN
ORDINANCE NO. 14-17

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter 2A, Fees, Rates and Charges, Section 2A-13, Police Department, to Increase the Administrative Fee for Contracted Police Services

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter 2A, Fees, Rates and Charges, Section 2A-13, Police Department, to Increase the Administrative Fee for Contracted Police Services

Be passed on Final Reading and that a Notice of Final Passage be published in the 08/16/2017 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 08/08/2017
ORDINANCE NO. 14-17

AN ORDINANCE TO AMEND CHAPTER 2A, FEES, RATES AND CHARGES, SECTION 2A-13, POLICE DEPARTMENT, TO INCREASE THE ADMINISTRATIVE FEE FOR CONTRACTED POLICE SERVICES

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 2A, Fees, Rates and Charges, Section 2A-13, Police Department, Paragraph a, Fees, is hereby amended to read as follows:

a. Fees.

Fingerprinting, licenses, passport, etc. $5
Money guard $20
Contracted police services:
1st Step Sergeant Time plus 1/2, plus 15% administrative fee
Township police vehicle $10 per hour
Record search/Good conduct letter (mail/fax) $15
Laminating of firearms ID cards $1 upon request by resident

SECTION 2. 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 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this ordinance.

SECTION 4. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

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 __________, 2017.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
ORDINANCE 15-17

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend and Supplement Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking Lot Restrictions, and Subsection 8-1.3, Parking Permit, of the Revised General Ordinances to Update and Clarify Various Requirements

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend and Supplement Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking Lot Restrictions, and Subsection 8-1.3, Parking Permit, of the Revised General Ordinances to Update and Clarify Various Requirements

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 9-5-2017 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: 08-08-2017
ORDINANCE NO. 15-17

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, TO AMEND AND SUPPLEMENT CHAPTER 8, PARKING LOTS AND PARKING METERS, SUBSECTION 8-1.2, PARKING LOTS RESTRICTIONS, AND SUBSECTION 8-1.3, PARKING PERMIT, OF THE REVISED GENERAL ORDINANCES TO UPDATE AND CLARIFY VARIOUS REQUIREMENTS

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

SECTION 1. Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking lot restrictions, paragraph g., of the Revised General Ordinances is hereby amended and supplemented to read as follows:

g. Between the hours of 3:00 a.m. and 6:00 a.m. on each and every day, unless:

1. The owner of the vehicle holds a parking permit issued by the Township for the First Avenue Lot and parks the vehicle in Area A of the First Avenue Lot as designated on the attached Exhibit A; or

2. The owner of the vehicle holds a parking permit issued by the Township for the Bloomfield Avenue Lot and parks the vehicle in Area B or Area C of the Bloomfield Avenue Lot as designated on the attached Exhibit B; or

3. The owner of the vehicle holds a parking permit issued by the Township for the Savage Road Lot and parks the vehicle in Area A of the Savage Road Lot as designated on the attached Exhibit D; or

4. With respect to a municipal facility, the operator of the vehicle is an employee of the municipal facility or a person having business at the municipal facility during such hours.
SECTION 3. Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.3, Parking permit, paragraph d., of the Revised General Ordinances is hereby amended and supplemented to read as follows:

d. Parking permits will be issued on a yearly (calendar year), six-month (January to June or July to December), monthly (calendar month) or daily basis for specific parking lot locations. Permit parking shall not be valid at any metered space unless money is put into the meter.

1. Permits issued for the First Avenue Lot will be valid only in the First Avenue Lot.

2. Permits issued for the Savage Road Lot will be valid only in the Savage Road Lot.

3. All other permits will be valid in the Bloomfield Avenue, West Main Street and Mt. Tabor Train Station Lots.

SECTION 4. Chapter 8, Parking Lots and Parking Meters, Section 8-1.3, Parking permit, paragraph f., number 6., of the Revised General Ordinances is hereby amended and supplemented to read as follows:

6. For all lots designated in Section 8-2, the Township Clerk’s office will issue parking permits either by mail or in person at the Clerk’s office on a first-come first-served basis. Applications for all permits may be obtained from the Clerk’s office or from the Township’s website.

SECTION 5. This ordinance may be renumbered for purposes of codification.
SECTION 6. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 7. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 8. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

APPROVED:

__________________________  ______________________________
Kathryn Bowditch-Leon, RMC  Mayor Thomas W. Andes
Municipal Clerk               Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on ________________, 2017

__________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
Savage Road Parking Lot

* Not to Scale
RESOLUTION

WHEREAS, the Planning Board of the Township of Denville granted final subdivision approval to Matthew Marano, for Block 60101, Lots 1 and 8; and

WHEREAS, F&F Home Builders, L.L.C. is the successor in interest to Matthew Marano in regard to the subject property; and

WHEREAS, F&F Home Builders, L.L.C. has executed a Third Extension Developer's Agreement with the Township to extend the time for the completion of all public improvements to August 1, 2019; and

WHEREAS, the Township Engineer has advised that Performance Bond #5009811 issued by Bond Safeguard Insurance Company, dated August 19, 2005, is adequate to guarantee the completion of the remaining improvements.

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 Mayor and Township Clerk are hereby authorized to execute the Third Extension Developer's Agreement between the Township and F&F Home Builders, L.L.C.

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 August 8, 2017.

Certification Dated: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
THIRD EXTENSION AGREEMENT

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

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

(Hereinafter the "Township")

and:

F&F HOME BUILDERS, LLC
c/o Mardamer Builders
P.O. Box 570
Denville, NJ 07834-0570

(Hereinafter the "Developer")

WITNESSETH:

WHEREAS, the Developer has received preliminary and final major subdivision approval in connection with the plan entitled "Preliminary Major Subdivision, Cobblestone Farms, Block 60101, Lots 1 & 8, Diamond Spring Road, Township of Denville, Morris County, New Jersey", containing twelve (12) sheets, dated July 31, 2001 and revised to July 8, 2002; and

WHEREAS, the Developer had previously entered into a Developer's Agreement with the Township of Denville dated September 15, 2005, which was recorded in the Morris County Clerk's Office on October 6, 2005, in Book 06451, page 110&c.; and

WHEREAS, the Developer has previously entered into an Extension Agreement with the Township of Denville dated November 7, 2013, which was recorded in the Morris County Clerk's Office on July 22, 2015 in Book 22749, page 1514 and which provided that all improvements would be completed by August 1, 2015; and

WHEREAS, the Developer previously entered into a Second Extension Agreement with the Township of Denville dated October 8, 2015, which was recorded in the Morris County Clerk's Office on October 20, 2015 in Book 22800, page 449 and which provided that all improvements would be completed by August 1, 2017; and
WHEREAS, the improvements have not been completed within the time period provided in the Second Extension Agreement; and

WHEREAS, the Developer has requested an additional extension of time within which to complete the subdivision improvements; and

WHEREAS, the Township is agreeable to the same upon execution of the instant extension of the Developer's Agreement, revisions, if necessary, of all bonds and the submission of a current certificate of insurance.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants, and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

1. Paragraph 13 of the Agreement by and between the Township and Developer dated September 15, 2005, and recorded in the Morris County Clerk's Office on October 6, 2005, in Book 06451, page 110&c., hereinafter "The Agreement," is hereby revised to read as follows:

"13. It is agreed that all work to be performed pursuant hereto, including compliance with all applicable Township ordinances and rules and regulations of the Township and its agencies, shall be completed by August 1, 2019. The Developer agrees that should it not comply with the said ordinances or rules and regulations or requirements as above set forth, then the Township shall have the right to suspend all building permits and to issue a stop work order to prevent all construction until such time as compliance may be made."

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

WHEREAS, certain residents of the Township of Denville have paid program fees to the Recreation Department; and

WHEREAS, the residents did not avail themselves of the programs for which said fees were paid.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville that refunds, in the amount designated in this resolution, be authorized to be issued to the residents named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
<th>PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jennifer Higgins</td>
<td>$335.00</td>
<td>Teen Camp</td>
</tr>
<tr>
<td>Thomas Collett</td>
<td>$788.00</td>
<td>Summer Plus Camp</td>
</tr>
<tr>
<td>Evan Holm</td>
<td>$310.00</td>
<td>Summer Plus Camp</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 August 8, 2017.

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Catholic High School</td>
<td>On-Premise 50/50</td>
<td>09/02/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>09/16/2017</td>
</tr>
<tr>
<td></td>
<td></td>
<td>09/27/2017</td>
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<td>09/29/2017</td>
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<td>10/20/2017</td>
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<td>10/24/2017</td>
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<td>10/28/2017</td>
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<td></td>
<td></td>
<td>11/04/2017</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>On-Premise 50/50</td>
<td>11/09/2017</td>
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<td>11/10/2017</td>
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<td></td>
<td></td>
<td>11/12/2017</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>On-Premise 50/50</td>
<td>11/04/2017</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>Off-Premise 50/50</td>
<td>11/15/2017</td>
</tr>
<tr>
<td>HSA St. Mary's</td>
<td>On-Premise 50/50</td>
<td>02/04/2018</td>
</tr>
<tr>
<td>Denville P.A.L.</td>
<td>Off-Premise Merchandise</td>
<td>09/24/2017</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at the Council meeting held on August 8, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC  Municipal Clerk
RESOLUTION REFUNDING THE OVERPAYMENT OF 2016 TAXES

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

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

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

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50906</td>
<td>Overpayment due to credit from 2016 revaluation of</td>
<td>Jay A. Almour</td>
<td>$121.83</td>
</tr>
<tr>
<td>131</td>
<td>properties.</td>
<td>33 Lockley Ct.</td>
<td></td>
</tr>
<tr>
<td>Lakewood Dr.</td>
<td></td>
<td>Mt. Lakes, NJ 07046</td>
<td></td>
</tr>
<tr>
<td>60602</td>
<td>Overpayment due to credit from 2016 revaluation of</td>
<td>Lisa K/Thomas W Jr. McGuire</td>
<td>$207.17</td>
</tr>
<tr>
<td>4</td>
<td>properties.</td>
<td>122 Canyon Rd.</td>
<td></td>
</tr>
<tr>
<td>37 Canyon Rd.</td>
<td></td>
<td>Mt. Lakes, NJ 07046</td>
<td></td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 8, 2017.
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:
Fuoco; Driscoll

Sharples Construction:

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 August 8, 2017.
RESOLUTION TO CANCEL INTEREST IN THE AMOUNT OF $8.37

WHEREAS, on May 10, 2017 at 3:55 P.M., the below named property owner gave the Township a check for 2nd quarter 2017 taxes; and

WHEREAS, the check should have been deposited and posted the next day, but it was accidentally lost; and

WHEREAS, interest has since accrued and should be canceled due to the Township’s error.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, that the Tax Collector is hereby authorized and directed to cancel the interest on the below named property.

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>OWNER</th>
<th>CANCELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>50308 2.12</td>
<td>Anthony/ Barbara Scillia</td>
<td>$8.37</td>
</tr>
<tr>
<td></td>
<td>35 West Main St. Unit #205</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 8, 2017.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION APPROVING DEVELOPER'S AGREEMENT WITH RICHARD TKACH FOR THE DEVELOPMENT OF TWO ISOLATED LOTS ON BUNT STREET

WHEREAS, Richard Tkach is the contract purchaser of Block 30603, Lot 14 and Block 30604, Lot 5 on the Tax Map of the Township of Denville, which property is also known as Bunt Street; and

WHEREAS, the Board of Adjustment granted approval by way of Resolution adopted on July 16, 2008 to develop two undersized isolated lots fronting on an unimproved street together with related bulk variances so as to construct single family homes pursuant to a Lot Development Plan prepared by Dykstra Walker Design Group; and

WHEREAS, Richard Tkach has executed a Developer's Agreement with the Township of Denville; and

WHEREAS, Richard Tkach agrees at his own cost and expense to complete and install all of the improvements set forth in the Plans described in the Agreement and to comply with the conditions of approval set forth in the Resolution of the Board of Adjustment and all applicable ordinances, rules and regulations of the Township and other entities having jurisdiction.

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 Mayor and Municipal Clerk are hereby authorized to execute a Developer's Agreement with Richard Tkach for the development of two isolated lots fronting on Bunt Street, an unimproved street.

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 August 8, 2017.

Certification Dated: ___________________________  Kathryn Bowditch-Leon, RMC  Municipal
DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this 26th day of July, 2017,

by and between:

THE TOWNSHIP OF DENVILLE
da Municipal Corporation of the
State of New Jersey
with offices located at
One St. Mary's Place
Denville, NJ 07834

hereinafter referred to as "the Township"

RICHARD TKACH
10 Oneida Avenue
Lake Hiawatha, NJ 07034

hereinafter referred to as "the Developer"

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of property identified as Block 30603, Lot 14 and Block 30604, Lot 5 on the Tax Map of the Township of Denville, which property is also known as Bunt Street ("Property"); and,

WHEREAS, the Board of Adjustment has granted approval, by way of Resolution adopted on July 16, 2008, to develop two undersized isolated lots fronting on an unimproved street together with related bulk variances so as to construct single family homes on the Property ("the development") pursuant to the Lot Development Plan prepared by Dyksra Walker Design Group dated January 18, 2008, revised May 20, 2008; and Stormwater Management Calculations for Proposed Lot Development, Block 30603, Lot 14 and Block
NOW, THEREFORE, in consideration of the issuance of building permits by the Township, it is mutually agreed by and between the parties hereto as follows:

1. The Developer agrees to comply with all of the terms, conditions and obligations of the Board of Adjustment Resolution dated July 18, 2008 granting conditional approval for construction of the development.

2. The Developer agrees at its own cost and expense to complete and install all the improvements set forth in the Plans and to comply with the conditions of approval set forth in the Resolution of the Township of Denville Board of Adjustment in connection with the development.

3. In order for this Agreement to be final and free of contingencies the Developer shall file an affidavit with supporting documentation, which affidavit shall be approved by the Township Engineer and the Planning Consultant as to accuracy, indicating compliance with all of the following requirements:
   a. Payment of all fees, sureties, and escrows required by Ordinance;
   b. Execution of a Developer's Agreement with the Township;
   c. Payment of an affordable housing contribution consistent with the Township's Affordable Housing Ordinance;
d. Revision of all plans to incorporate those stipulations agreed to at the June 18, 2008 public hearing including but not limited to the installation of a total linear length of 270' of Belgian block curbing along the north side of Bunt Street;

e. The applicant’s drainage plan shall be subject to the continuing review and approval of the Township Engineer. Should the installation in the field reveal any anomalies or irregularities that require further enhancement of the proposed stormwater system, the applicant shall comply with the request of the Municipal Engineer or seek relief from those revisions with the Zoning Board. Further, the bottom of the infiltration must be at least two (2) feet higher than the seasonal water table and bedrock. If these conditions are not met in the field, in addition to other anomalies or irregularities being discovered, the applicant will be directed to redesign the drainage system.

4. The Developer agrees to install all improvements in accordance with the terms and conditions of the Township's applicable ordinances and rules and regulations of the Township and its agencies, including the Board of Adjustment, Rockaway Valley Regional Sewerage Authority, if applicable, and the Developer further agrees that all installations and improvements shall be subject to final inspection and approval by the Township Engineer, and shall comply with the recommendations of the Township Engineer, the Planning Consultant, Morris County Planning Board, and any other agency having jurisdiction hereover.

5. The Developer shall dedicate to the public use all improvements lying
within the bed of Bunt Street, by deed or other acceptable method of conveyance, provided, however, that this Agreement shall not constitute an acceptance by the Township of Bunt Street or the improvements therein, until such time as the Township may formally adopt a resolution accepting the dedication after the recommendation of, among others, the Township Engineer.

6. The Developer shall be responsible to maintain said roads and keep the same free of all snow and other debris so as to give access to fire and other emergency and police vehicles which may render assistance within the development, until such time as the Township has accepted the dedication of said roadway and improvements by formal resolution after recommendation by the Township Engineer and others.

7. Prior to the commencement of any construction in connection with the development, the Developer shall comply, among other things, with the following:

   a) The Township shall receive written notice at least one (1) week prior to the commencement of construction;

   b) The Developer shall pay all inspection fee deposits in accordance with the ordinances applicable thereto and, furthermore, shall submit the appropriate soil movement cash deposit guarantee in accordance with the applicable ordinance; and

   c) The Developer shall furnish four (4) copies of construction plans to the Township and/or the Township Engineer.

8. To guarantee the performance of the terms and conditions of this Developer's Agreement, and furthermore, to guarantee that the Developer
conforms with all appropriate ordinances, rules and regulations of the Township and its agencies regarding the installation of public improvements, the Developer shall post a performance guarantee pursuant to N.J.S.A. 40:55D-53 and in accordance with the requirements of the appropriate ordinances of the Township of Denville, in an amount equal to 120% of the estimated cost of the remaining improvements, 10% thereof to be in the form of cash and the remainder to be in the form of a surety bond or other collateral acceptable to the Township and its attorney, expressly conditioned upon the satisfactory performance of all the work herein set forth within the time as hereinafter stipulated or as hereafter agreed upon and upon the satisfactory performance of the Developer and the compliance with all Township ordinances, and applicable rules and regulations of the Township and its agencies. Reduction in any amount of the bond due to improvements already installed shall not be construed as acceptance or approval of said improvements.

Upon default by the Developer, the Township shall be entitled to all the rights and remedies as provided in N.J.S.A. 40:55D-53, as well as the rights and remedies as provided by general law and case law. It is also agreed that at the option of the Township, the Township can demand specific performance of the within Agreement, or, in the alternative, payments of cost, expenses, fees and damages in order to fulfill the terms of this Agreement and the requirements of all other applicable Township ordinances, rules and regulations of the Township and its agencies, without first doing the work at its own cost and expense.

The Developer shall also be responsible for all the attorneys' fees and costs of suit and any other additional municipal expenses incurred as a result of the
enforcement of this Agreement or the enforcement of the Township’s rights in connection with the development, provided the Township is the prevailing party in any such litigation.

9. In consideration of the execution of this Agreement and after complying with the terms and conditions of the Resolution of approval adopted by the Township of Denville Board of Adjustment with respect to this development, the Developer shall be entitled to building permits after proper application has been made to the Building Inspector and subject to the terms and conditions of this Agreement, all State, federal, and local laws, rules and regulations. Under no circumstances shall any Certificates of Occupancy issue until all improvements have been completed to the satisfaction of the Township Engineer. Developer shall provide the Township with six (6) sets of as-built plans.

10. Upon default by the Developer under this instant Agreement, the Township shall provide the Developer with thirty (30) days' notice within which period of time the Developer shall be required to complete installation of the improvements as required as a condition of this Agreement and shall furthermore be required to comply with all appropriate and applicable ordinances and rules and regulations of the Township and its agencies. At the expiration of the thirty (30) day period where the Developer has failed to perform in accordance with this Agreement and in accordance with all appropriate and applicable Township ordinances and rules and regulations of the Township and its agencies, the Township, without further notice to the Developer, may utilize the deposited performance guarantee for the full and complete and adequate performance of this
Agreement in compliance with all Township ordinances and rules and regulations of the Township and its agencies, and, in addition, may issue a stop work order and suspend all building permits.

11. The Developer's application, State law, Township ordinances, Board of Adjustment rules and regulations, rules and regulations of the Rockaway Valley Regional Sewerage Authority, if applicable, the Morris County Planning Board, and final acts with respect to this development, including all the terms and conditions of approval are hereby incorporated by reference as if set forth herein at length.

12. It is agreed that all the work to be performed pursuant hereto, including compliance with all applicable Township ordinances and rules and regulations of the Township and its agencies, shall be completed within one (1) year from the date of approval plus any extensions granted by the Board of Adjustment. The Developer agrees that should it not comply with the said rules and regulations or ordinance or requirements as set forth above, then the Township shall have the right to suspend all building permits and to issue a stop work order to prevent all construction until such time as compliance may be made.

13. The approval of this development by the Township of Denville Board of Adjustment is subject to the review and approval of such other public bodies as may have jurisdiction and authority regarding all or part of the proposed development, including, but not limited to, compliance with such requirements as have been or may be imposed by the Morris County Planning Board, the Denville Township Board of Health, Rockaway Valley Regional Sewerage Authority, if applicable, New Jersey Department of Environmental Protection, and any other
governmental agency having jurisdiction thereover.

14. This Agreement and all the terms and conditions herein set forth shall be fully binding on any successor in title of the Developer, except, however, that the lots of bona fide purchasers of one-family homes from the Developer on which homes Certificates of Occupancy shall have been issued, shall not be bound by the terms and conditions of this Agreement. This Agreement shall be recorded in the Office of the Morris County Clerk by the Township, at the expense of the Developer.

15. The Developer agrees that it shall construct and complete the development only in strict conformity to and in compliance with the applicable statutes, ordinances and rules and regulations governing this development, including the payment of any snow removal cash deposit in accordance with the ordinance and the payment of any additional inspection fee deposits if required.

16. Developer shall comply with the "Buy American" provisions of N.J.S.A. 40A:11-18 as to those improvements to be owned by the Township.

17. The Developer covenants and agrees to indemnify and hold harmless the Township, its officers, agents and servants and each and every one of them against and from any and all liability, suits and cost of every name and description and from all damages to which said Township or any of its officers, agents or servants may be put with respect to any personal or other injury, loss or property damage the Township may suffer as a result of the carelessness in the performance of said work or through the negligence of said Developer or through any improper or defective machinery, implements or appliances used by the
The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the Township with a Certificate of Insurance designating the Township as an additional insured under each said policy in which insurance coverage shall be in the following amounts:

- One person in any occurrence: $1,000,000.00
- Two or more persons in any one occurrence: $1,000,000.00
- Property damage in any one occurrence: $1,000,000.00
- Aggregate property damage limit: $1,000,000.00

The Developer further covenants and agrees that it will provide automobile liability and property damage insurance coverage and provide the Township with a Certificate of Insurance designating the Township as an additional insured under
said policy, which insurance coverage shall be in the following amounts:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily injury, each person</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Bodily injury, each occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Property damage</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

The Developer further covenants and agrees that it will provide worker's compensation insurance coverage for employees and will require evidence of such coverage to be supplied by any subcontractor who may be employed to perform the work under this Agreement.

19. The posting of the performance guarantee shall be a condition of approval for construction of the development by the Developer. The performance guarantee shall be in the amount of 120% of the cost of all improvements as estimated by the Township Engineer. Subsequently, when all improvements have been installed in the development and have been certified by the Township Engineer to be complete, the Developer shall be required to post a two-year maintenance guarantee as required under the applicable ordinances of the Township of Denville and the statutes of the State of New Jersey after which posting the Township shall formally accept said improvements. Said maintenance guarantee shall run for a period of two years from the date of acceptance of the completed improvements.

20. The Developer herein represents that neither the Developer nor any person owning 5% or more of the stock of equity interest in the Developer's business has been convicted of an offense under N.J.S.A. 2C:27-2, 4 and 6, 2C:27-7, 2C:29-4, 2C:30-2 or 30-3 all as set forth in Chapter 356, P.L. 1981.

21. The Developer shall enter into an addendum to this Agreement if
such addendum is deemed appropriate by the Township to amend and/or 
supplement this Agreement to achieve its intended purpose, including, but not 
limited to, the establishment of a maintenance guarantee for completed 
improvements.

22. The Developer agrees to permit all Township motor vehicles and all 
Board of Education motor vehicles to use all roads within the development for a 
period of two (2) years from the date hereof until final acceptance of said roads by 
the Township. Such vehicles shall be used to promote the public health, safety, 
and welfare and include, but are not limited to, police, fire, and first aid vehicles and 
school buses.

By executing this Agreement, the Developer shall be deemed to have 
requested in writing that the provisions of Title 39 apply to streets within the 
development pursuant to N.J.S.A. 39:5A-1, et seq., and that appropriate signage be 
installed. Execution of this Agreement by the Township shall be deemed to be an 
acceptance of this request subject to any approvals required from the Department 
of Transportation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands 
and seals or caused their proper corporate officers and their proper corporate seals 
to be affixed hereto the day and year as indicated on the attached 
acknowledgments.

ATTEST: 

Kathy Bovditch-Leon, RMC 
Municipal Clerk 

TOWNSHIP OF DENVILLE 

By: Thomas W. Andes, Mayor
WHEREAS, land use is an essential component of overall sustainability for a municipality; and
WHEREAS, poor land use decisions can lead to an increase in societal ills such as decreased mobility, high housing costs, increased greenhouse gas emissions, loss of open space and the degradation of natural resources; and
WHEREAS, well planned land use can create transportation choices, provide for a range of housing options, create walkable communities, preserve open space, provide for adequate recreation and allow for the continued protection and use of vital natural resources; and
WHEREAS, the State of New Jersey's strong tradition of home rule and local authority over planning and zoning requires municipalities to take the lead in achieving statewide sustainable land use patterns: and
WHEREAS, proper municipal land use decisions will aid the Township of Denville in becoming a truly sustainable community.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Municipal Council that the Township of Denville intends to consider the following principles in the next master plan revision and reexamination report and to update our land use zoning, natural resource protection and related ordinances accordingly:

We pledge to reach out to administrations of our neighboring municipalities concerning regional impacts of land use decisions.

We pledge to attempt to create transportation choices with a Complete Streets approach by considering all modes of transportation, including walking, biking, transit and automobiles when planning transportation projects and reviewing development applications and to evaluate shared parking and other parking alternatives and encourage structured parking alternatives where appropriate.

We pledge to attempt to take action to protect our natural resources for environmental, recreation and agricultural value, to avoid or mitigate negative impacts to these resources and to complete a Natural Resources Inventory when feasible to identify and assess the extent of our natural resources and to link natural management and protection to carrying capacity analysis, land use and open space planning.

We pledge to attempt to use our zoning to allow a mix of residential, retail, commercial, recreational and other land use types in areas that make the most sense for our Township and the regions, particularly in downtown and the town center areas and to foster a diverse mix of housing types and options.
We pledge to attempt to incorporate the principles of green design and renewable energy generation into Township buildings to the extent feasible and when updating our site plan and subdivision requirements for residential and commercial buildings.

We pledge, to the extent feasible, to take into consideration factors such as walkability, bikability, greater access to public transit, proximity to other land use types and open space when locating new or relocated Township facilities.

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 August 8, 2017.

Certification Dated: 

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING ISSUANCE OF A SOCIAL AFFAIR PERMIT BY THE STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, Denville P.A.L. 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>Denville P.A.L.</td>
<td>Denville’s 2nd Food Truck &amp; Family Festival</td>
<td>2 Savage Road</td>
<td>10/01/2017</td>
<td>11:00 A.M. to 6:00 P.M.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rain Location:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>50 Knoll Drive</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on August 8, 2017.
TO: Members of the Township Council

FROM: Michael Guarino, Acting Business Administrator

DATE: August 8, 2017

RE: Municipal Bid# 5-2017
Fire Department Dive Equipment

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

We are proposing to advertise on: August 16, 2017
For bids to be accepted on: August 30, 2017
In anticipation to award on or about: September 5, 2017

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 August 8, 2017.

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

RESOLUTION AUTHORIZING A REFUND OF A BUILDING PERMIT FEE

WHEREAS, the permit payer listed below has overpaid a permit fee in the amount shown; and

WHEREAS, the permit payer has requested that the amount listed below be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, that a refund be made to the following named individual as a result of the overpayment of a permit fee.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar City</td>
<td>160730</td>
<td>$220.00</td>
<td>01-192-08-160-001</td>
</tr>
</tbody>
</table>

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 of the Township of Denville at their meeting held on August 8, 2017.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING FIRST EXTENSION TO CONTRACT WITH PIPELINE UTILITY & CONTRACTING II, LLC FOR GENERAL CONTRACTING SERVICES

WHEREAS, the Township entered into a one-year contract with Pipeline Utility & Contracting II, LLC on August 10, 2016 for general contracting services, which contract provided that it may be extended for three (3) one (1) year terms; and

WHEREAS, the services are being performed in an effective and efficient manner; and

WHEREAS, the parties wish to extend the contract for a one-year term and to provide for an increase in the contract hourly rates. The carpentry and masonry rates will increase as follows:

Carpentry 8 a.m. to 4 p.m. hourly rate will increase from $45.94 to $46.77
Carpentry after hours and holiday rate will increase from $68.91 to $70.15
General Masonry 8 a.m. to 4 p.m. hourly rate will increase from $39.25 to $39.96
General Masonry after hours and holiday rate will increase from $58.87 to $59.93
The rates will apply for remainder of 2017 and part of 2018, and reflect a consumer price index adjustment of 1.8% on the base contract amounts.

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

1. That the Mayor and Township Clerk be authorized and directed to execute the First Extension to Contract between the Township and Pipeline Utility & Contracting II, LLC.

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 August 8, 2017.
FIRST EXTENSION TO CONTRACT

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

THE TOWNSHIP OF DENVILLE,
with offices at the Municipal Building
1 St. Mary's Place
Denville, New Jersey 07834

(Hereinafter, "Township")

and:

PIPELINE UTILITY & CONTRACTING II, LLC
7 Warren Road
Randolph, New Jersey 07869

(Hereinafter, "Contractor")

WITNESSETH:

WHEREAS, the Township and the Contractor entered into a contract dated August 10, 2016, for General Contracting Construction Services to be provided by the Contractor to the Township for a one year term and which provided for three (3) one (1) year extensions (the "Contract"); and

WHEREAS, the Township and the Contractor wish to extend the Contract for one (1) year for the term of August 10, 2017 through August 9, 2018; and.

WHEREAS, N.J.S.A. 40A:11-15 specifically provides that contracts for services other than professional services which contract is for three years or less may include provision for no more than one two-year or three one year extensions provided that the contract extension shall be awarded by Resolution of the Governing Body upon a finding by the Governing Body that the services are being performed in an effective and efficient manner and further provided that no such contract shall be extended so that it runs for more than a total of 5 consecutive years and lastly that any price change included as a part of such extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to previous adjustment or extension provisions and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time of the renewal
of the contract and lastly that the terms and conditions of the contract remain substantially the same.

NOW, THEREFORE, IN CONSIDERATION OF the promises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree that the Contract between the Township and the Contractor shall be extended for the term of August 10, 2017 through August 9, 2018 and the rates shall be adjusted as follows:

Carpentry 8 a.m. to 4 p.m. hourly rate will increase from $45.94 to $46.77
Carpentry after hours and holiday rate will increase from $68.91 to $70.15
General Masonry 8 a.m. to 4 p.m. hourly rate will increase from $39.25 to $39.96
General Masonry after hours and holiday rate will increase from $58.87 to $57.81
These rates will apply for remainder of 2017 and part of 2018, and reflects a consumer price index adjustment of 1.8% on the base contract.

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

TOWNSHIP OF DENVILLE

By: ____________________________
Thomas W. Andes, Mayor

ATTEST:

__________________________, Secretary

By: ____________________________
__________________________, President
STATE OF: SS:
COUNTY OF: SS:

I certify that on the day of ________, 2017, personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary

STATE OF NEW JERSEY: SS:
COUNTY OF MORRIS: SS:

I CERTIFY that on ________, 2017, 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 ________, 2017.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
RESOLUTION AUTHORIZING SECOND EXTENSION TO CONTRACT WITH CHELBUS CLEANING CO., INC. FOR JANITORIAL SERVICES

WHEREAS, the Township entered into a one-year contract with Chelbus Cleaning Co., Inc. on August 21, 2015 for janitorial services, which contract provided that it may be extended for three (3) one (1) year terms; and

WHEREAS, the contract was extended for a one-year term from September 1, 2016 through August 31, 2017; and.

WHEREAS, the services are being performed in an effective and efficient manner; and

WHEREAS, the parties wish to extend the contract for a second one-year term from September 1, 2017 through August 31, 2018 and to provide for an increase in the contract amount from $40,394.95 to $41,122.06 which reflects a consumer price index adjustment of 1.8% on the base contract.

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

1. That the Mayor and Township Clerk be authorized and directed to execute the Second Extension to the Contract between the Township of Denville and Chelbus Cleaning Co., Inc. for the contract sum of $41,122.06.

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 August 8, 2017.

Certification Dated: ________________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
SECOND EXTENSION TO CONTRACT

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

THE TOWNSHIP OF DENVILLE,
with offices at the Municipal Building
1 St. Mary's Place
Denville, New Jersey 07834

(Hereinafter, "Township")

and:

CHELBUS CLEANING CO., INC.
275 Newton-Sparta Road
Newton, New Jersey 07860

(Hereinafter, "Contractor")

WITNESSETH:

WHEREAS, the Township and the Contractor entered into a contract dated August 21, 2015, for Janitorial services to be provided by the Contractor to the Township for a one year term and which provided for three (3) one (1) year extensions (the "Contract"); and

WHEREAS, the contract was extended for a one year term from September 1, 2016 through August 31, 2017; and.

WHEREAS, the services are being performed in an effective and efficient manner; and

WHEREAS, the parties wish to extend the contract for a second one-year term from September 1, 2017 through August 31, 2018 and to provide for an increase in the contract amount from $40,394.95 to $41,122.06 which reflects a consumer price index adjustment of 1.8% on the base contract.

WHEREAS, N.J.S.A. 40A:11-15 specifically provides that contracts for services other than professional services which contract is for three years or less may include provision for no more than one two-year or three one year extensions provided that the contract extension shall be awarded by Resolution of the Governing Body upon a finding by the
Governing Body that the services are being performed in an effective and efficient manner and further provided that no such contract shall be extended so that it runs for more than a total of 5 consecutive years and lastly that any price change included as a part of such extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to previous adjustment or extension provisions and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time of the renewal of the contract and lastly that the terms and conditions of the contract remain substantially the same.

NOW, THEREFORE, IN CONSIDERATION OF the promises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree that the Contract between the Township and the Contractor shall be revised for the term of September 1, 2017 through August 31, 2018 and to increase the Contract price to $41,122.06 for remainder of 2017 and part of 2018, which reflects a consumer price index adjustment of 1.8% on the base contract.

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 hereeto 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
COUNTY OF

I certify that on the __________ day of __________, 2017, __________________ personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

_________________________,
Notary

STATE OF NEW JERSEY:
COUNTY OF MORRIS

I CERTIFY that on __________, 2017, __________________ 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 __________, 2017.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE MUNICIPALITIES OF RANDOLPH, ROCKAWAY TOWNSHIP AND DENVILLE FOR THE SHARED PURCHASE AND USE OF PUBLIC WORKS EQUIPMENT

WHEREAS, the Township of Denville wishes to enter into a Shared Services Agreement with the Township of Randolph and the Township of Rockaway to jointly purchase Asphalt Zipper Equipment; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, 40A:65-1 et seq; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #17-20, which is annexed hereto and made a part thereof, that this agreement will be charged to the following budget appropriations and that adequate funds are available under the following line item accounts:

<table>
<thead>
<tr>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-568-911</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>05-201-55-516-521</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>07-201-55-716-500</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>

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

1. That the Mayor and Municipal Clerk be authorized and directed to execute the Shared Services Agreement for the Shared Purchase and Use of Public Works Equipment.

2. This Agreement shall remain in effect for 20 years, which is the estimated useful life of the Shared Asphalt Zipper Equipment.

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

4. A copy of this Agreement is also on file in the office of the Municipal Clerk for inspection by the public.

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 August 8, 2017.
CERT17-20

TOWNSHIP OF DENVILLE

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

Date of Request 07/21/17

TOWNSHIP OF RANDOLPH
502 Millbrook Ave
Randolph, NJ 07869
Name and Address of Contractor

1/3 Share of Asphalt Zipper $46,000.00
Name of Description of Pending contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORG. #</th>
<th>Current</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-568-911</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>05-201-55-516-521</td>
<td>$13,000.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>07-201-55-716-500</td>
<td>$13,000.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL $46,000.00</td>
</tr>
</tbody>
</table>

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORG. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-568-911</td>
<td>$20,000.00</td>
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</tr>
<tr>
<td>07-201-55-716-500</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>

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

COMMENTS:
Fund availability are predicated on available budget

M. J. Scarino
Chief Financial Officer

CERT17-20
SHARED SERVICES AGREEMENT
FOR THE MUNICIPALITIES OF TOWNSHIP OF RANDOLPH,
TOWNSHIP OF DENVILLE AND TOWNSHIP OF ROCKAWAY

SHARED PURCHASE AND USE OF PUBLIC WORKS EQUIPMENT

THIS AGREEMENT is made this ___ day of __________ 2017, by and between the
Township of Randolph, a municipal Corporation of the State of New Jersey, located in Morris
County, New Jersey, with an address of 502 Millbrook Avenue, Randolph, NJ 07869
(hereinafter referred to as Randolph) and the Township of Denville, a municipal Corporation of
the State of New Jersey, located in Morris County, New Jersey, with an address of 1 Saint
Mary’s Place, Denville, NJ 07834 (hereinafter referred to as Denville), and the Township of
Rockaway, a municipal Corporation of the State of New Jersey, located in Morris County, New
Jersey, with an address of 65 Mt. Hope Road, Rockaway, NJ 07866 (hereinafter referred to as
Rockaway) collectively known hereinafter as the “Municipalities”, and each a “Municipality”.

WHEREAS, Randolph, Denville and Rockaway have mutually agreed there is an
opportunity to further improve the efficacy of local municipal roads and other municipal paved
area repair and maintenance for the Municipalities, while reducing the costs of delivering these
public works services for the respective local governments; and

WHEREAS, the Municipalities have determined it to be in their mutual best interests to
provide for the shared acquisition of specialized public works equipment for use by their
respective Departments of Public Works with Randolph as the lead agency; and
WHEREAS, the Municipalities are authorized to implement a Shared Services Agreement between Randolph, Denville and Rockaway provided that the Agreement is entered into by all of the Municipalities, and provided that such Agreement is approved by their respective local governing bodies; and

WHEREAS, this Agreement is established in accordance with the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, et seq.).

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Municipalities agree as follows:

I. SCOPE OF SERVICES

This Agreement provides for municipal sharing of specialized public works equipment and will allow for each participating Municipality to have scheduled access to and use of this specialized equipment over its useful life. The mutual purchase, maintenance, and use of this specialized public works equipment by the Municipalities is intended to save taxpayer monies.

A. Randolph (hereinafter known as “Lead Agency”) agrees to acquire and maintain specialized public works equipment, known as Shared Asphalt Zipper Equipment, for mutual use with Denville and Rockaway (hereinafter known as “Supported Municipalities”).

B. Each Municipality shall have access to and use of the Shared Asphalt Zipper Equipment according to an agreed upon schedule and shall provide its own operating personnel during its scheduled period of use.

C. All expenses associated with the purchase and maintenance of Shared Asphalt Zipper Equipment shall be borne equally by the Municipalities. Operational costs shall be the responsibility of each Municipalities during its scheduled use period.
II. ASSIGNMENT OF RESPONSIBILITIES

A. Responsibilities of Randolph:

1. Randolph shall act as the Lead Agency in the acquisition and maintenance of the Shared Asphalt Zipper Equipment and will be responsible for licensing and registering the equipment.

2. The public works personnel of Randolph shall coordinate the maintenance and scheduled use of the Shared Asphalt Zipper Equipment with the Supported Municipalities.

3. The Shared Asphalt Zipper Equipment will be stored at Randolph’s public works facilities when not in use by the Municipalities.

4. Randolph shall have access to and use of the Shared Asphalt Zipper Equipment pursuant to a mutually agreed upon schedule over the useful life of the equipment. Special access and usage may also be scheduled with the mutual consent of all of the Municipalities.

5. If the Shared Asphalt Zipper Equipment is not in storage at Randolph's public works facilities, Randolph shall arrange for the movement or transport of the Shared Asphalt Zipper Equipment from the Supported Municipalities at the beginning of its scheduled periods of use, as well as to and from its job sites.

6. Randolph agrees to keep an “Equipment Usage and Maintenance Log” showing the hours of the equipment use during Randolph’s scheduled periods and the maintenance or repair work done by Randolph’s public works personnel. This log will remain with the Shared Asphalt Zipper Equipment.
7. Randolph agrees to appoint a Public Works contact person in order to support and facilitate orderly and efficient access to and use of the Shared Asphalt Zipper Equipment by the Supported Municipalities over the period of this Agreement. This contact person may be the Public Works Director or his/her designee.

B. Responsibilities of Denville and Rockaway:

1. Denville and Rockaway will be the Supported Municipalities under the terms of this Agreement.

2. The public works personnel of Denville and Rockaway shall coordinate their scheduled use of the Shared Asphalt Zipper Equipment with the Lead Agency.

3. Denville and Rockaway shall have access to and use of the Shared Asphalt Zipper Equipment pursuant to a mutually agreed upon schedule over the useful life of the equipment. Special access and usage may also be scheduled with the mutual consent of all of the Municipalities.

4. Denville and Rockaway shall arrange for the movement or transport of the Shared Asphalt Zipper Equipment from the Lead Agency or other Supported Municipality at the beginning of each scheduled period of use, as well as to and from their job sites. If at the end of a scheduled period of use, the Shared Asphalt Zipper Equipment is not scheduled for use by another Municipality, Denville and Rockaway shall arrange for the movement or transport of the Shared Asphalt Zipper Equipment to the Lead Agency.

5. Denville and Rockaway agree to keep an “Equipment Usage Log” showing the hours of the equipment use during their scheduled use periods. This log will remain with the Shared Asphalt Zipper Equipment.
6. Denville and Rockaway agree to appoint Public Works contact persons in order to support and facilitate orderly and efficient access to and use of the Shared Asphalt Zipper Equipment by the Lead Agency and other Supported Municipality over the period of this Agreement. These contact persons may be the respective Public Works Directors or their designees.

III. TERM OF AGREEMENT:

A. This Agreement shall commence on _____, 2017 and shall remain in effect for twenty (20) years, which is the estimated useful life of the Shared Asphalt Zipper Equipment, until _____, 2037, unless subsequently extended or renewed by the Municipalities.

B. This Agreement shall become effective for each Municipality upon passage of authorizing Resolutions or Ordinances by the Municipalities as required by the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, et seq.).

C. This Agreement shall continue for the entire term of the Agreement, unless one Municipality notifies the others of its intention to withdraw at least 365 days prior to the annual anniversary date of this Agreement.

IV. COMPENSATION

A. Randolph will incur the capital costs associated with the acquisition of the Shared Asphalt Zipper Equipment by their Department of Public Works, the costs associated with the maintenance of the Shared Asphalt Zipper and the licensing and registration fees.

B. The Supported Municipalities shall pay one third (1/3) of the capital costs in a lump sum, along with one third (1/3) of the maintenance costs and one third (1/3) of the licensing and maintenance fees.
C. Accounting records for the expenses associated with maintenance and repair of the Shared Asphalt Zipper Equipment will be maintained by Randolph and shall be available for inspection by the Supported Municipalities upon request.

D. Review of actual expenses associated with the equipment maintenance and repair will be done at least quarterly; and will form the basis of any compensation true-up or adjustments recommended to the Municipalities.

E. Operational expenses shall be the responsibility of each Municipality during their respective scheduled periods of usage.

V. PAYMENT PROCEDURE

A. The Supported Municipalities shall pay one third (1/3) of the capital costs in a lump sum, along with one third (1/3) of the licensing and registration fees, on the fifteenth day of the month following delivery of an invoice and other supporting documentation by the Lead Agency. Payment will be made directly to the Township of Randolph.

B. Randolph, as the Lead Agency, shall incur all maintenance and repair costs; and based on quarterly review of actual expenses, payment will be made Randolph in an amount that adjusts each Municipality’s expenditure to one third (1/3) of the maintenance and repair costs. These adjusting payments will be made on the fifteenth day of the month following delivery of an invoice and other supporting documentation.

C. Municipal checks for payment should be made out to Township of Randolph, reference DPW-Asphalt Zipper on the memo line, and be returned to Municipal Treasurer, Township of Randolph, 502 Millbrook Avenue, Randolph, NJ 07869.
VII. LEVEL OF SERVICE

A. Randolph agrees to access, utilize and maintain the Shared Asphalt Zipper Equipment in a professional and workmanlike manner.

B. Denville and Rockaway agree to access and utilize the Shared Asphalt Zipper Equipment in a professional and workmanlike manner.

C. Randolph, as the Lead Agency in performing the services under this Agreement, shall have full power and authority to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, responsibilities, and obligations under the Agreement.

D. A Department of Public Works Advisory Committee, consisting of at least one representative from each Municipality together with Randolph’s Mayor and/or Township Manager, shall periodically meet as may be necessary to ensure that all of the obligations under this Agreement are being satisfied. These Committee representatives will consist of the Directors of Public Works for the Municipalities and, if a second representative is desired, that representative may be an elected official or other municipal representative as deemed appropriate by each Municipality.

1. Each Municipality shall have one vote regardless of the number of Committee representatives appointed.

2. The Committee shall meet at such times and places as deemed necessary, but in no event less than annually, and shall be responsible for raising and addressing questions or concerns related to the access and use of the Shared Asphalt Zipper Equipment, equipment maintenance, and long term planning.
E. Each Municipality shall notify the other of the name(s) of its Committee representative annually no later than 15 days after its respective municipal reorganization meeting.

F. All Department of Public Works Advisory Committee actions may be approved by a simple majority of the voting members present. In the event of a tie vote on any matter under consideration by the Committee, Randolph's Mayor or Manager may cast one additional vote to break the tie.

IX. DISPUTE OF PAYMENT

As provided in the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C.40A:65-1, et seq.), in the event of any dispute as to the amount to be paid under the terms of this Agreement, the full amount to be paid in accordance with Paragraph V shall be paid without prejudice to the disputing parties. If through subsequent negotiation, litigation, or settlement, the amount due shall be determined agreed to or adjudicated to be less than was actually so paid, Randolph shall promptly repay the excess.

X. INDEMNIFICATION

A. In addition to the other rights and remedies of the parties herein, the Supported Municipalities agree to indemnify and hold harmless Randolph, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Supported Municipalities personnel arising out of this Agreement or any of the obligations assumed by the Supported Municipalities hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Supported Municipality is solely responsible for such liability. In the event it is determined by a Court that the Supported Municipality is not solely responsible for said liability, the liability of the
Supported Municipality shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Supported Municipality. The Supported Municipality, upon notice from Randolph, shall resist and defend, at the expense of the Supported Municipality, such action or proceeding with counsel reasonably satisfactory to Randolph. In addition, Randolph may engage separate counsel at its sole expense to appear on its behalf in such action or proceeding without waiving its rights or the obligation of the Supported Municipalities under this paragraph.

B. In addition to the other rights and remedies of the parties herein, Randolph agrees to indemnify and hold harmless the Supported Municipalities, including their officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Randolph arising out of this Agreement or any of the obligations assumed by Randolph hereunder, provided it is determined by a Court having the appropriate jurisdiction that Randolph is solely responsible for such liability. In the event it is determined by a Court that Randolph is not solely responsible for said liability, Randolph's liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of Randolph. Randolph, upon notice from a Supported Municipality, shall resist and defend, at the expense of Randolph, such action or proceeding with counsel reasonably satisfactory to the Supported Municipality. In addition, at its option, the Supported Municipality may engage separate counsel at their sole expense to appear on their behalf in such action or proceeding without waiving its rights or Randolph's obligation under this paragraph.
XI. INSURANCE

A. The Lead Agency will keep in force Property-Casualty Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by the Municipalities.

B. The Supported Municipalities will keep in force, at their respective sole expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with the Morris County Municipal Joint Insurance Fund, which insurance shall be evidenced by Certificates and/or policies as determined by Randolph.

C. The Supported Municipalities shall respectively provide this Comprehensive General Liability Insurance with a combined single limit of $1,000,000/$3,000,000 aggregate for bodily injury and property damage. A “claims made” policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages:

- Operations
- Use of Independent Contractors and/or Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement

D. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to Randolph by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Municipality and identify the Agreement or municipal contract number if applicable.

E. Certificates of Insurance shall be delivered to Township of Randolph, prior to the commencement of this Agreement and all Certificates of Insurance shall state that “Township of Randolph is an additional insured” for this Agreement.
F. The insurance required under this section shall protect the Supported Municipalities and all Subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Supported Municipalities and also against any of the special hazards which may be encountered in the performance of this Agreement.

G. All policies and Certificates of Insurance shall be approved by the Municipalities prior to the inception of any work under this Agreement.

XII. DISPUTE RESOLUTION

In the event a dispute shall arise concerning the terms and conditions of this Agreement, the Municipalities agree to be governed by and the Agreement to be construed and enforced in accordance with the laws of the State of New Jersey.

XIII. MISCELLANEOUS

All notices, statements, or other documents required by this Agreement shall be hand-delivered or mailed to the Municipal Clerk of each Municipality.

XIV. GOVERNING LAW

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

XV. ASSIGNMENT

No one party may assign this Agreement without the written consent of the other.

XVI. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the Municipalities with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same shall be in writing, duly authorized and signed by all the parties hereto.
XVII. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Municipalities shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hand and seals and caused their corporate officers to sign same the day and year first written above.

ATTEST: TOWNSHIP OF RANDOLPH

Donna Marie Luciani, Municipal Clerk

Christine Carey, Mayor

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Municipal Clerk

Thomas Andes, Mayor

ATTEST: TOWNSHIP OF ROCKAWAY

Susan Best, Municipal Clerk

Michael Dachisen, Mayor
RESOLUTION PROVIDING FOR THE COMBINATION OF
CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS
OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF
MORRIS, NEW JERSEY INTO A SINGLE ISSUE OF BONDS
AGGREGATING $5,620,000 IN PRINCIPAL AMOUNT.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds (as defined
herein) of the Township of Denville, in the County of Morris, New Jersey (the “Township”)
authorized pursuant to the bond ordinances of the Township heretofore adopted and described in
Section 2 hereof shall be combined into a single and combined issue of General Improvement
Bonds in the principal amount of $5,620,000 (the “Bonds”).

Section 2. The principal amount of Bonds authorized by each bond ordinance to be
combined into a single issue as above provided, the bond ordinances authorizing the Bonds
described by reference to the number, the improvement description and the date of adoption, and
the period or average period of usefulness determined in each of the bond ordinances are
respectively as follows:
Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The period of usefulness, is not less than 8.69 years.

b. The Bonds of the combined issue shall be designated “General Improvement Bonds” and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.
b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYS:

CERTIFICATE

I, Kathryn Bowditch-Leon, Clerk of the Township of Denville, in the County of Morris, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on August 8, 2017 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 9th day of August, 2017.
RESOLUTION DETERMINING THE FORM AND OTHER DETAILS OF $5,620,000 GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY AND PROVIDING FOR THEIR SALE.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY AS FOLLOWS:

Section 1. (a) The $5,620,000 General Improvement Bonds of the Township of Denville, in the County of Morris, New Jersey (the "Township"), referred to and described in a resolution of the Township adopted on August 8, 2017, and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Denville, in the County of Morris, New Jersey Into a Single issue of Bonds Aggregating $5,620,000 in Principal Amount" and in the bond ordinances referred to therein, each in all respects duly approved and published as required by law, shall be issued as "General Improvement Bonds" (the "Bonds").

(b) The Bonds shall mature in the principal amounts on April 1 as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$550,000</td>
<td>2022</td>
<td>$725,000</td>
</tr>
<tr>
<td>2019</td>
<td>$600,000</td>
<td>2023</td>
<td>$775,000</td>
</tr>
<tr>
<td>2020</td>
<td>$650,000</td>
<td>2024</td>
<td>$795,000</td>
</tr>
<tr>
<td>2021</td>
<td>$700,000</td>
<td>2025</td>
<td>$825,000</td>
</tr>
</tbody>
</table>

(c) The Bonds shall not be subject to redemption prior to maturity.

(d) The Bonds shall be 8 in number, with one certificate being issued for each year of maturity, and shall be numbered Gl-1 to Gl-8, inclusive.

(e) The Bonds shall be dated their date of issuance and shall bear interest payable semiannually on the first day of April and October in each year until maturity, commencing on
April 1, 2018, at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale.

(f) The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk.

Section 2.  (a) The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with the Securities Depository. The Securities Depository will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of $5,000 through book-entries made on the books and the records of the Securities Depository and its participants.

(b) The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of the Securities Depository as listed on the records of the Securities Depository as of each next preceding March 15 and September 15 (the "Record Dates" for the Bonds).

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to market the Bonds, including in accordance with the requirements of the Securities Depository:
[Remainder of page intentionally left blank. Form of Bond begins on next page.]
The bonds of this issue are not subject to redemption prior to their stated maturities.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bonds of this issue are not subject to redemption prior to their stated maturities.
This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Township duly adopted on August 8, 2017, and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Denville, in the County of Morris, New Jersey Into a Single Issue of Bonds Aggregating $5,620,000 in Principal Amount" and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the Township are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such constitution or statutes.
IN WITNESS WHEREOF, the TOWNSHIP OF DENVILLE has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Township Clerk, and this bond to be dated the DATED DATE as specified above.

TOWNSHIP OF DENVILLE

[SEAL]

By __________________________
Mayor

ATTEST:

By __________________________
Clerk

By __________________________
Chief Financial Officer

[End of Form of Bond]

Section 4.  (a) The Bonds shall be sold on September 20, 2017, or such other date as may be determined by the Chief Financial Officer, by electronic auction in accordance with the Notice of Sale.

(b) Pursuant to N.J.S.A. 40A:2-34, the Township hereby designates the Chief Financial Officer to sell and to award the Bonds substantially in accordance with the Notice of Sale with such changes to such Notice or the terms of the Bonds as may be necessary, beneficial or desirable in the opinion and judgement of such Chief Financial Officer in order to market and sell such Bonds, and such financial officer shall report in writing the results of the sale to this Township Council as required by law. The Chief Financial Officer is hereby authorized and directed, consistent with the terms of the Notice of Sale, to retain the good faith deposit of the successful bidder and to immediately return such good faith deposits, whether by wire or check, to the unsuccessful bidders.
Section 5. The Township Clerk is hereby directed to arrange for the publication of the Short Notice of Sale authorized in Exhibit B in the form provided herein in The Citizen or such other authorized newspaper of the Township, and McManimon, Scotland & Baumann, LLC, is hereby directed to arrange for the publication of the Summary Notice of Sale authorized in Exhibit C in the form provided herein in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, such publications to be not less than seven days prior to the date of sale.

Section 6. The Notice of Sale shall be substantially in the form attached hereto as Exhibit A with additions, deletions and omissions as may be necessary, beneficial or desirable in the opinion and judgement of such Chief Financial Officer for the Township to market the Bonds, including in accordance with the requirements of the Securities Depository and MuniAuction. The Short Notice of Sale shall be substantially in the form attached hereto as Exhibit B with such additions, deletions and omissions as may be necessary, beneficial or desirable in the opinion and judgement of such Chief Financial Officer for the Township to market the Bonds, including in accordance with the requirements of the Securities Depository and MuniAuction. The Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit C with such additions, deletions and omissions as may be necessary, beneficial or desirable in the opinion and judgement of such Chief Financial Officer for the Township to market the Bonds, including in accordance with the requirements of The Depository Trust Company and MuniAuction.

Section 7. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon, Scotland & Baumann, LLC, complete except for omission of its date.

Section 8. The law firm of McManimon, Scotland & Baumann, LLC is authorized to arrange for the printing of the Bonds and is authorized to arrange for the printing of the Official
Statement to be prepared by McManimon, Scotland & Baumann, LLC and Township officials. The Mayor and the Chief Financial Officer are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or by the Mayor. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds.

Section 9. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 10. (a) The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with the Securities Depository, as may be necessary in order to provide that the Bonds will be eligible for deposit with the Securities Depository and to satisfy any obligation undertaken in connection therewith.

(b) In the event that the Securities Depository may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds in denominations of $5,000. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The
Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 11. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) On or prior to 270 days from the end of each fiscal year ending December 31 in each year in which the Bonds mature to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access Dataport (the "MSRB"), annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (i) Township indebtedness including a schedule of outstanding debt issued by the Township, (ii) the Township's property valuation information, and (iii) tax rate, levy and collection data. The audited financial information will be prepared in accordance with modified cash accounting as mandated by State of New Jersey statutory principles in effect from time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law and shall be filed electronically and accompanied by identifying information with the MSRB;

(b) in a timely manner not in excess of ten business days after the occurrence of the event, to the MSRB notice of any of the following events with respect to the Bonds (herein "Material Events"): 
(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
(7) Modifications to rights of security holders, if material;
(8) Bond calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the securities, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified in subparagraph (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.
(c) In a timely manner to the MSRB, notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution.

(d) If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provisions of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

(e) The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

(f) In the event that the Township fails to comply with the Rule requirements or the written contracts or undertakings specified in this certificate, the Township shall not be liable for monetary damages. The sole remedy is hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 12. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES:

NAYES:
CERTIFICATE

I, Kathryn Bowditch-Leon, Clerk of the Township of Denville, in the County of Morris, State of New Jersey (the "Township"), HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on August 8, 2017 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 8th day of August, 2017.

______________________________
Kathryn Bowditch-Leon

[SEAL]
Exhibit A

(Notice of Sale to be Posted on GrantStreet)
NOTICE OF SALE
$5,620,000
GENERAL IMPROVEMENT BONDS
OF THE
TOWNSHIP OF DENVILLE,
IN THE COUNTY OF MORRIS, NEW JERSEY
(Book-Entry-Only Bonds)(Non-Callable)(Bank Qualified)

SUMMARY

ISSUER: Township of Denville, County of Morris, New Jersey
PAR AMOUNT: $5,620,000
SECURITY: General Obligations of the Township
TAX EXEMPT: Yes
RATING: Rating to be Assigned.
TYPE OF SALE: Electronic Open Auction with Two Minute Rule (See Bidding Details Item (7) herein)
AUCTION AGENT: MuniAuction
BID/AWARD DATE: September 20, 2017 at 11:30 AM to 11:45 AM with Two Minute Rule applicable. Award by 2:00 PM
DATED DATE: Date of Delivery
DELIVERY DATE: October 10, 2017
INTEREST PAYMENT: April 1 and October 1, commencing April 1, 2018
CALL DATE: Non-Callable
MINIMUM BID: $5,620,000 (Par)
MAXIMUM BID: $6,070,000 (Par plus original issue premium limitation of $450,000) Bonds.
BID SECURITY: Good Faith Check or wire transfer in the amount of $112,400 received by Township (prior to bidding)
BASIS OF AWARD: True Interest Cost
LEGAL OPINION: McManimon, Scotland & Baumann, LLC, Roseland, New Jersey
OFFERING STATEMENT: Preliminary Official Statement available at www.GrantStreet.com

NOTICE
NOTICE IS HEREBY GIVEN that bids will be received by the Township of Denville, in the County of Morris, New Jersey (the "Township") for the purchase of $5,620,000 original principal amount of the Township's General Improvement Bonds (the "Bonds"). All Bids (as defined below) must be submitted in their entirety on Grant Street Group's MuniAuction website ("MuniAuction") prior to 11:45 a.m., New Jersey time on September 20, 2017, unless otherwise extended by the two-minute rule described herein (see "Bidding Details"). The auction will begin at 11:30 a.m., New Jersey time on September 20, 2017 (the "Bid Date"). To bid via MuniAuction, Bidders (as defined below) must have both (1) completed the registration form on either MuniAuction or Grant Street Group website (parent of MuniAuction, herein referred to as "Grant Street") and (2) requested and received admission to the Township's auction, as described herein (see "Registration and Admission to Bid") and (3) submitted a good faith check or wire transfer, payable to the Township, in the amount of $112,400 prior to the Bid Date (see Bidding Details below). The use of MuniAuction shall be at the Bidder's risk and expense, and the Township shall have no liability with respect thereto.

Preliminary and Final Official Statement

The Township's Preliminary Official Statement (the "POS"), dated on or about September 6, 2017, is available for viewing in electronic format on MuniAuction. The MuniAuction address is www.GrantStreet.com. In addition, broker dealers registered with the National Association of Securities Dealers ("NASD") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to September 20, 2017, elect to receive a photocopy of the POS in the mail by requesting it on MuniAuction or by calling the Township's bond counsel, Edward J. McManimon, Ill, Esq., of McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 (telephone no. 973-622-5028) or to the attention of Elizabeth Manuel, Paralegal (telephone no. 973-622-5280). In order to print a copy or request a photocopy of the POS from MuniAuction, click the "View POS" button on the MuniAuction Selections Page and follow the instructions. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The Township at its expense, will make available to the winning Bidder a reasonable number of Final Official Statements, within seven (7) business days following the date of acceptance of the Bid.
Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of $5,620,000. There will be only one CUSIP number assigned to each annual maturity of the issue. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each April 1 and October 1, commencing on April 1, 2018.

Principal Amortization

The Bonds shall mature on April 1 as set forth in the following table:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$550,000</td>
</tr>
<tr>
<td>2019</td>
<td>$600,000</td>
</tr>
<tr>
<td>2020</td>
<td>$650,000</td>
</tr>
<tr>
<td>2021</td>
<td>$700,000</td>
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<td>2022</td>
<td>$725,000</td>
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<td>2023</td>
<td>$775,000</td>
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<tr>
<td>2024</td>
<td>$795,000</td>
</tr>
<tr>
<td>2025</td>
<td>$825,000</td>
</tr>
</tbody>
</table>

Book-Entry-Only

The Bonds will be issued in book-entry form only, initially in the name of Cede & Co., as nominee of DTC. Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases will be in the principal amount of $5,000. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

Redemption Provisions

The Bonds of this issue are not subject to redemption prior to their stated maturities.

Registration and Admission to Bid

To bid by MuniAuction, Bidders must first visit MuniAuction where, if they have never registered with either MuniAuction or Grant Street, they can register and then request admission to bid on the Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers or dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with MuniAuction may call MuniAuction at (412) 391-5555 (ext. 370 Auction Support) for their ID Number or password. Rules governing the sale and the rules applicable to MuniAuction are available in the full Notice of Sale at www.muniauction.com.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:
Bidders may change and submit Bids as many times as they like during the bidding time period; provided however, each and any Bid submitted subsequent to a Bidder's initial Bid must result in a lower True Interest Cost (as defined below).

If any Bid on the auction becomes a leading Bid two (2) minutes, or less, prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such Bid was received by MuniAuction. The auction end time will continue to be extended, indefinitely, until a single leading Bid remains the leading Bid for at least two (2) minutes.

Bidders are only permitted to submit Bids for the Bonds during the bidding period. No Bids will be considered if the Bid is to purchase Bonds at a price less than 100% of the principal amount thereof.

Bids must be submitted on the MuniAuction website at www.GrantStreet.com. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

All Bids for the Bonds must be submitted on an AON basis. Bidders may change and submit Bids as provided for herein, but a submitted Bid may not be withdrawn.

Bidders may bid to purchase Bonds from the Township with a bid premium in an amount not in excess of $6,070,000, representing a bid price of not in excess of $450,000. No Bid will be considered if the Bid is to purchase Bonds at a price less than 100% of the principal amount thereof.

Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). All of the Bonds of the same maturity must bear the same interest rate. The difference between the highest and lowest interest rates named in the Bid shall not exceed three percent (3%) per annum.

Bidders are only permitted to submit Bids for the Bonds during the bidding period.

Bidders may change and submit Bids as many times as they like during the bidding time period; provided however, each and any Bid submitted subsequent to a Bidder's initial Bid must result in a lower True Interest Cost (as defined below).

UNSUCCESSFUL BIDDERS SUBMITTING THE GOOD FAITH DEPOSIT BY WIRE TRANSFER SHALL, NO LATER THAN THE CLOSE OF BUSINESS ON THE DATE OF SALE OF THE BONDS, PROVIDE THE CHIEF FINANCIAL OFFICER IN WRITING WITH WIRING INSTRUCTIONS FOR THE RETURN OF SUCH UNSUCCESSFUL BIDDER'S GOOD FAITH DEPOSIT. IN THE EVENT THAT THE TOWNSHIP FAILS TO RETURN ANY GOOD FAITH WIRE IN A TIMELY FASHION, THE TOWNSHIP SHALL NOT BE LIABLE FOR MONETARY DAMAGES, REMEDY BEING HEREBY SPECIFICALLY LIMITED TO SPECIFIC PERFORMANCE.

BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK OR A WIRE TRANSFER IN THE AMOUNT OF $112,400 PAYABLE TO THE TOWNSHIP PRIOR TO THE TIME FOR SUBMISSION OF BIDS AT THE FOLLOWING ADDRESS:

Michael Guarino
Chief Financial Officer
Township of Denville
One St. Mary's Place
Denville, NJ 07834

BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE TOWNSHIP.

All Bids must be submitted on the MuniAuction website at www.GrantStreet.com. No telephone, telefax, telegraph or personal delivery Bids will be accepted.

All Bids for the Bonds must be submitted on an AON basis. Bidders may change and submit Bids as provided for herein, but a submitted Bid may not be withdrawn.

Bidders may bid to purchase Bonds from the Township with a bid premium in an amount not in excess of $6,070,000, representing a bid price of not in excess of $450,000. No Bid will be considered if the Bid is to purchase Bonds at a price less than 100% of the principal amount thereof.

Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). All of the Bonds of the same maturity must bear the same interest rate. The difference between the highest and lowest interest rates named in the Bid shall not exceed three percent (3%) per annum.

Bidders are only permitted to submit Bids for the Bonds during the bidding period.

If any Bid on the auction becomes a leading Bid two (2) minutes, or less, prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such Bid was received by MuniAuction. The auction end time will continue to be extended, indefinitely, until a single leading Bid remains the leading Bid for at least two (2) minutes.

Bidders may change and submit Bids as many times as they like during the bidding time period; provided however, each and any Bid submitted subsequent to a Bidder's initial Bid must result in a lower True Interest Cost (as defined below).
A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or wire transfer (wiring instructions can be obtained from the Township's Chief Financial Officer or Bond Counsel) in the amount of $112,400, payable to the order of the Township, is required for each Bid Security and Method of Payment for Bonds

Bids must remain valid until at least 2:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest TIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 2:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest TIC for the Township and otherwise complies with the Notice of Sale.

Rules of MuniAuction

The rules of MuniAuction (the "Rules") can be viewed on MuniAuction and are incorporated herein by reference. Bidders must comply with the Rules in addition to the requirements of the Notice of Sale for the Township's Bonds dated the date hereof (the "Notice of Sale"). To the extent there is a conflict between the Rules and the Notice of Sale, the Notice of Sale shall control.

Definitions

"Bid" any confirmed purchase offer received by MuniAuction on or before the auction deadline.

"Bidder" any firm registered with either MuniAuction or Grant Street and approved for participation in auctions.

"True Interest Cost" true interest cost shall be computed in each instance by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

"Winning Bid" any purchase offer made by a Bidder by clicking the "Submit Bid" button and received by MuniAuction which, at the end of the bidding time period, results in the lowest TIC which is acceptable to the Township.

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest TIC for the Township and otherwise complies with the Notice of Sale.

If accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or wire transfer (wiring instructions can be obtained from the Township's Chief Financial Officer or Bond Counsel) in the amount of $112,400, payable to the order of the Township, is required for each
bid to be considered. If a check is used, it must be a certified treasurer’s or cashier’s check and
must be provided to the Township prior to the time for bids to be submitted. Each bidder
accepts responsibility for delivering such check on time and the Township is not responsible for
any check that is not received on time. The Financial Surety Bond may be drawn by the
Township to satisfy the Deposit requirement. No interest on the Deposit will accrue to the
Purchaser. The Deposit will be applied to the purchase price of the Bonds. In the event the
Purchaser fails to honor its accepted bid, the Deposit will be retained by the Township. Award
of the Bonds to the successful Bidder or rejection of all Bids is expected to be made within two
hours after opening of the bids, but such successful Bidder may not withdraw its proposal until
after 2:00 p.m. of the day for receipt of such Bids and then only if such award has not been
made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds
by wire transfer to the Township on or about October 10, 2017.

Right to Reject Bids; Waive Irregularities

The Township reserves the right to reject any and all Bids and to the extent permitted by
law to waive any irregularity or informality in any Bid.

Delivery of the Bonds

The Bonds will be delivered on or about October 10, 2017 (UNLESS A NOTICE OF A
CHANGE IN THE DELIVERY DATE IS PUBLISHED ON MUNIAUCTION NOT LATER THAN 2
HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York, New
York at DTC against payment of the purchase price therefor (less the amount of the good faith
deposit) in Federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by
the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their
knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any
manner questioning the proceedings and authorization under which the Bonds are issued or
affecting the validity of the Bonds and (2) a certificate signed by the Township relating to the
official statement.

CUSIP Numbers

CUSIP numbers will be applied for with respect to the Bonds, but the Township will
assume no obligation for the assignment or printing of such numbers on the Bonds or for the
correctness of such numbers, and neither the failure to print such numbers on any bond nor any
error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof
to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for
the assignment of the numbers shall be the responsibility of and shall be paid for by the winning
Bidder.

Legal Opinions

The approving opinions of McManimon, Scotland & Baumann, LLC, Bond Counsel to the
Township, will be furnished without cost to the winning Bidder.

Postponement

The Township reserves the right to postpone, from time to time, the date and time
established for receipt of Bids. ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON
MuniAuction, BEFORE 11:30 A.M. ON THE DAY OF THE SALE. If any date fixed for the
receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be
announced via MuniAuction at least forty-eight (48) hours prior to such alternative sale date.
any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on MuniAuction at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. The Notice of Sale and the POS may be viewed on MuniAuction. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on MuniAuction, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Notice of Sale may be obtained from the Bond Counsel at the address and phone number stated above. Additional information relating to the auction or a private bidding tutorial may be obtained by calling the Auction Administrator at (412) 391-5555 (ext. 370 Auction Support). Additional information relating to the financing of the Township can be obtained by contacting the undersigned Chief Financial Officer at (973) 625-8000 (Ext. 283) or e-mail at mguarino@denville.org.

TOWNSHIP OF DENVILLE

By: Michael Guarino, Chief Financial Officer

Dated: September 6, 2017
Exhibit B

(Short Notice of Sale to be Published in Township Authorized Newspaper)
## NOTICE OF SALE

$5,620,000

**GENERAL IMPROVEMENT BONDS**

**OF THE**

**TOWNSHIP OF DENVILLE,**

**IN THE COUNTY OF MORRIS, NEW JERSEY**

(Book-Entry-Only Bonds)(Non-Callable)(Bank Qualified)

### SUMMARY

<table>
<thead>
<tr>
<th>ISSUER:</th>
<th>Township of Denville, County of Morris, New Jersey</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PAR AMOUNT:</strong></td>
<td>$5,620,000</td>
</tr>
<tr>
<td><strong>SECURITY:</strong></td>
<td>General Obligations of the Township</td>
</tr>
<tr>
<td><strong>TAX EXEMPT:</strong></td>
<td>Yes</td>
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<tr>
<td><strong>RATING:</strong></td>
<td>Rating to be Assigned.</td>
</tr>
<tr>
<td><strong>TYPE OF SALE:</strong></td>
<td>Electronic Open Auction with Two Minute Rule (See Bidding Details Item (7) herein)</td>
</tr>
<tr>
<td><strong>AUCTION AGENT:</strong></td>
<td>MuniAuction</td>
</tr>
<tr>
<td><strong>BID/AWARD DATE:</strong></td>
<td>September 20, 2017 at 11:30 AM to 11:45 AM with Two Minute Rule applicable. Award by 2:00 PM</td>
</tr>
<tr>
<td><strong>DATED DATE:</strong></td>
<td>Date of Delivery</td>
</tr>
<tr>
<td><strong>DELIVERY DATE:</strong></td>
<td>October 10, 2017</td>
</tr>
<tr>
<td><strong>INTEREST PAYMENT:</strong></td>
<td>April 1 and October 1, commencing April 1, 2018</td>
</tr>
<tr>
<td><strong>CALL DATE:</strong></td>
<td>Non-Callable</td>
</tr>
<tr>
<td><strong>MINIMUM BID:</strong></td>
<td>$5,620,000 (Par)</td>
</tr>
<tr>
<td><strong>MAXIMUM BID:</strong></td>
<td>$6,070,000 (Par plus original issue premium limitation of $450,000) Bonds.</td>
</tr>
<tr>
<td><strong>BID SECURITY:</strong></td>
<td><strong>Good Faith Check or wire transfer in the amount of $112,400 received by Township (prior to bidding)</strong></td>
</tr>
<tr>
<td><strong>BASIS OF AWARD:</strong></td>
<td>True Interest Cost</td>
</tr>
<tr>
<td><strong>LEGAL OPINION:</strong></td>
<td>McManimon, Scotland &amp; Baumann, LLC, Roseland, New Jersey</td>
</tr>
<tr>
<td><strong>OFFERING STATEMENT:</strong></td>
<td>Preliminary Official Statement available at <a href="http://www.GrantStreet.com">www.GrantStreet.com</a></td>
</tr>
</tbody>
</table>
NOTICE IS HEREBY GIVEN that bids will be received by the Township of Denville, in the County of Morris, New Jersey (the "Township") for the purchase of $5,620,000 original principal amount of the Township’s General Improvement Bonds (the "Bonds"). All Bids (as defined below) must be submitted in their entirety on Grant Street Group’s MuniAuction website ("MuniAuction") prior to 11:45 a.m., New Jersey time on September 20, 2017, unless otherwise extended by the two-minute rule described herein (see "Bidding Details"). The auction will begin at 11:30 a.m., New Jersey time on September 20, 2017 (the "Bid Date"). To bid via MuniAuction, Bidders (as defined below) must have both (1) completed the registration form on either MuniAuction or Grant Street Group website (parent of MuniAuction, herein referred to as "Grant Street") and (2) requested and received admission to the Township’s auction, as described herein (see "Registration and Admission to Bid") and (3) submitted a good faith check or wire transfer, payable to the Township, in the amount of $112,400 prior to the Bid Date (see Bidding Details below). The use of MuniAuction shall be at the Bidder's risk and expense, and the Township shall have no liability with respect thereto.

Preliminary and Final Official Statement

The Township’s Preliminary Official Statement (the "POS"), dated on or about September 6, 2017, is available for viewing in electronic format on MuniAuction. The MuniAuction address is www.GrantStreet.com. In addition, broker dealers registered with the National Association of Securities Dealers ("NASD") and dealer banks with The Depository Trust Company ("DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to September 20, 2017, elect to receive a photocopy of the POS in the mail by requesting it on MuniAuction or by calling the Township’s bond counsel, Edward J. McManimon, III, Esq., of McManimon, Scotland & Baumann, LLC ("Bond Counsel"), 75 Livingston Avenue, Roseland, New Jersey 07068 (telephone no. 973-622-5028) or to the attention of Elizabeth Manuel, Paralegal (telephone no. 973-622-5280). In order to print a copy or request a photocopy of the POS from MuniAuction, click the "View POS" button on the MuniAuction Selections Page and follow the instructions. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Township to be final as of its date, for purposes of SEC Rule 15c2-12(b)(1) under the Securities and Exchange Act of 1934, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The Township at its expense, will make available to the winning Bidder a reasonable number of Final Official Statements, within seven (7) business days following the date of acceptance of the Bid.
Types of Bids Allowed

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of $5,620,000. There will be only one CUSIP number assigned to each annual maturity of the issue. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Township, the Bidder will be required to purchase the entire issue in accordance with such Bid.

Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each April 1 and October 1, commencing on April 1, 2018.

Principal Amortization

The Bonds shall mature on April 1 as set forth in the following table:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$560,000</td>
</tr>
<tr>
<td>2019</td>
<td>$600,000</td>
</tr>
<tr>
<td>2020</td>
<td>$650,000</td>
</tr>
<tr>
<td>2021</td>
<td>$700,000</td>
</tr>
<tr>
<td>2022</td>
<td>$725,000</td>
</tr>
<tr>
<td>2023</td>
<td>$775,000</td>
</tr>
<tr>
<td>2024</td>
<td>$795,000</td>
</tr>
<tr>
<td>2025</td>
<td>$825,000</td>
</tr>
</tbody>
</table>

Book-Entry-Only

The Bonds will be issued in book-entry form only, initially in the name of Cede & Co., as nominee of DTC. Purchasers will not receive certificates representing their interests in the Bonds. Individual purchases will be in the principal amount of $5,000. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to DTC participants to then be remitted to the beneficial owners of the Bonds.

Redemption Provisions

The Bonds of this issue are not subject to redemption prior to their stated maturities.

Registration and Admission to Bid

To bid by MuniAuction, Bidders must first visit MuniAuction where, if they have never registered with either MuniAuction or Grant Street, they can register and then request admission to bid on the Bonds. Bidders will be notified prior to the scheduled bidding time of their eligibility to bid. Only NASD registered broker-dealers or dealer banks with DTC clearing arrangements will be eligible to bid. Bidders who have previously registered with MuniAuction may call MuniAuction at (412) 391-5555 (ext. 370 Auction Support) for their ID Number or password. Rules governing the sale and the rules applicable to MuniAuction are available in the full Notice of Sale at www.muniauction.com.

Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:
Bidders may change and submit Bids as many times as they like during the bidding time period; provided however, each and any Bid submitted subsequent to a Bidder's initial Bid must result in a lower True Interest Cost (as defined

If any Bid on the auction becomes a leading Bid two (2) minutes, or less, prior to the end of the auction, then the auction will be automatically extended by two (2) minutes from the time such Bid was received by MuniAuction. The auction end time will continue to be extended, indefinitely, until a single leading Bid remains the leading Bid for at least two (2) minutes.

Bidders may change and submit Bids as many times as they like during the bidding time period; provided however, each and any Bid submitted subsequent to a Bidder's initial Bid must result in a lower True Interest Cost (as defined
A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or wire transfer (wiring instructions can be obtained from the Township's Chief Financial Officer or Bond Counsel) in the amount of $112,400, payable to the order of the Township, is required for each Bid Security and Method of Payment for Bonds.

Bids must remain valid until at least 2:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest TIC for the Township and otherwise complies with the Notice of Sale.

The rules of MuniAuction (the "Rules") can be viewed on MuniAuction and are incorporated herein by reference. Bidders must comply with the Rules in addition to the requirements of the Notice of Sale for the Township's Bonds dated the date hereof (the "Notice of Sale"). To the extent there is a conflict between the Rules and the Notice of Sale, the Notice of Sale shall control.

Definitions

"Bid" any confirmed purchase offer received by MuniAuction on or before the auction deadline.

"Bidder" any firm registered with either MuniAuction or Grant Street and approved for participation in auctions.

"True Interest Cost" true interest cost shall be computed in each instance by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. The True Interest Cost serves as the basis for awarding bonds to winning Bidders.

"Winning Bid" any purchase offer made by a Bidder by clicking the "Submit Bid" button and received by MuniAuction which, at the end of the bidding time period, results in the lowest TIC which is acceptable to the Township.

Bid Procedure and Basis of Award

Subject to the right reserved by the Township to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest TIC for the Township and otherwise complies with the Notice of Sale.

Bids must remain valid until at least 2:00 p.m., prevailing time, on the date of the sale, and if accepted by the Township, prior to such time, shall be irrevocable except as otherwise provided in the Notice of Sale. Upon selection of the winning Bidder, the Township will execute an award certificate to award the Bonds and will promptly communicate with the winning Bidder by telephone, e-mail or fax.

Bid Security and Method of Payment for Bonds

A Good Faith Deposit ("Deposit") in the form of a certified or cashier's check or wire transfer (wiring instructions can be obtained from the Township's Chief Financial Officer or Bond Counsel) in the amount of $112,400, payable to the order of the Township, is required for each
The Township reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON MuniAuction, BEFORE 11:30 A.M. ON THE DAY OF THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via MuniAuction at least forty-eight (48) hours prior to such alternative sale date. On

**Right to Reject Bids; Waive Irregularities**

The Township reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

**Delivery of the Bonds**

The Bonds will be delivered on or about October 10, 2017 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON MuniAuction NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York, New York at DTC against payment of the purchase price therefor (less the amount of the good faith deposit) in Federal funds.

There will also be furnished the usual closing papers, including (1) a certificate signed by the officials who signed the Bonds stating that no litigation of any kind is now pending or, to their knowledge, threatened to restrain or enjoin the issuance or delivery of the Bonds, or in any manner questioning the proceedings and authorization under which the Bonds are issued or affecting the validity of the Bonds and (2) a certificate signed by the Township relating to the official statement.

**CUSIP Numbers**

CUSIP numbers will be applied for with respect to the Bonds, but the Township will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the winning Bidder.

**Legal Opinions**

The approving opinions of McManimon, Scotland & Baumann, LLC, Bond Counsel to the Township, will be furnished without cost to the winning Bidder.

**Postponement**

The Township reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON MuniAuction, BEFORE 11:30 A.M. ON THE DAY OF THE SALE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via MuniAuction at least forty-eight (48) hours prior to such alternative sale date. On
any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on MuniAuction at the time the sale date and time are announced.

Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Township. The Notice of Sale and the POS may be viewed on MuniAuction. However, the Township makes no assurance or representation with respect to the form of the Notice of Sale and the POS on MuniAuction, and no investment decision should be made in reliance thereon. Printed copies of the POS and the Notice of Sale may be obtained from the Bond Counsel at the address and phone number stated above. Additional information relating to the auction or a private bidding tutorial may be obtained by calling the Auction Administrator at (412) 391-5555 (ext. 370 Auction Support). Additional information relating to the financing of the Township can be obtained by contacting the undersigned Chief Financial Officer at (973) 625-8000 (Ext. 283) or e-mail at mguarino@denville.org.

TOWNSHIP OF DENVILLE
By: Michael Guarino, Chief Financial Officer

Dated: September 6, 2017
Exhibit C

(Summary Notice of Sale to be Published in The Bond Buyer)
NOTICE OF SALE

$5,620,000
GENERAL IMPROVEMENT BONDS
OF THE
TOWNSHIP OF DENVILLE,
IN THE COUNTY OF MORRIS, NEW JERSEY
(Book-Entry-Only Bonds)(Non-Callable) (Bank Qualified)

SUMMARY

Dated: Date of Delivery – On or about October 10, 2017
Bid Date and Time: September 20, 2017 at 11:30 a.m. to 11:45 a.m.
Type of Sale: Electronic Open Auction
Interest: Multiple Interest Rates - multiples of 1/8 or 1/20 of 1%
Legal Opinion: McManimon, Scotland & Baumann, LLC, Roseland, NJ
Maturity Schedule: April 1 as set forth in the following table:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$550,000</td>
<td>2022</td>
<td>$725,000</td>
</tr>
<tr>
<td>2019</td>
<td>$600,000</td>
<td>2023</td>
<td>$775,000</td>
</tr>
<tr>
<td>2020</td>
<td>$650,000</td>
<td>2024</td>
<td>$795,000</td>
</tr>
<tr>
<td>2021</td>
<td>$700,000</td>
<td>2025</td>
<td>$825,000</td>
</tr>
</tbody>
</table>

Preliminary Official Statement, Notice of Sale and other details available at www.GrantStreet.com
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>2014-019</td>
<td>40812</td>
<td>564</td>
<td>36 Longview Trl</td>
<td>US Bank Cust /PC5 Sterling National 50 South 16th St. Ste 2050 Philadelphia, PA 19102</td>
<td>$5,326.36</td>
<td>$800.00</td>
</tr>
<tr>
<td>2015-006</td>
<td>30501</td>
<td>46</td>
<td>24 Freeman Ave</td>
<td>Christiana Trust as Cust GSRAN-Z PO Box 72276 Philadelphia, PA 19176-6276</td>
<td>$35,685.90</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

Total $41,012.26

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

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 August 8, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH GLENMONT COMMONS DEVELOPERS, LLC

WHEREAS, on July 2, 2015, the Township of Denville ("Township") filed a Complaint in the matter captioned In the Matter of the Application of the Township of Denville, Docket No. MRS-L-1641-15 ("DJ Litigation"), seeking a declaration from the New Jersey Superior Court that its Housing Element and Fair Share Plan ("HEFSP") is constitutionally complaint; and

WHEREAS, Glenmont Commons Developers, LLC ("Developer") is the owner of certain property located in the Township of Denville, County of Morris, State of New Jersey, known and designated as Block 10002, Lot 3 on the Official Tax Map of the Township of Denville, located off of Casterline Road ("Property"), and desires to construct a residential development with an affordable housing component on the Property; and

WHEREAS, the Developer intervened in the litigation in the DJ Litigation challenging the Township's satisfaction of its affordable housing obligation, among other things; and

WHEREAS, the Township and the Developer engaged in settlement discussions and have come to an agreement resolving all of the differences between them with regard to the DJ Litigation including the development of the Property with an affordable housing component; and

WHEREAS, the terms and conditions of said agreement are set forth in a certain Settlement Agreement dated August 8, 2017; and
WHEREAS, the Township Council desires to resolve the issues between the Township and the Developer with regard to the DJ Litigation as set forth in the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Denville, County of Morris, State of New Jersey, they being the Governing Body thereof as follows:

1. All the terms and conditions of a certain Settlement Agreement by and between the Township of Denville and Glenmont Commons Developers, LLC, dated August 8, 2017, be and the same are hereby approved, ratified and confirmed by the Township.

2. The Mayor and Township Clerk, together with the Township attorney and other appropriate and applicable officers, employees, professionals and staff of the Township are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

3. The Township hereby authorizes and approves any non-substantive modifications to the Settlement Agreement as may be recommended and approved by the Attorneys representing the Township in the DJ Litigation prior to execution.

4. This Resolution shall take effect immediately.

CERTIFICATION

I, Kathryn Bowditch-Leon, Clerk of the Township of Denville, County of Morris, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Governing Body at the August 8, 2017 Meeting.
WHEREAS, the Township Council desires to resolve the issues between the Township and the Developer with regard to the DJ Litigation as set forth in the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Denville, County of Morris, State of New Jersey, they being the Governing Body thereof as follows:

1. All the terms and conditions of a certain Settlement Agreement by and between the Township of Denville and Glenmont Commons Developers, LLC, dated August 8, 2017, be and the same are hereby approved, ratified and confirmed by the Township.

2. The Mayor and Township Clerk, together with the Township attorney and other appropriate and applicable officers, employees, professionals and staff of the Township are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

3. The Township hereby authorizes and approves any non-substantive modifications to the Settlement Agreement as may be recommended and approved by the Attorneys representing the Township in the DJ Litigation prior to execution.

4. This Resolution shall take effect immediately.

CERTIFICATION

I, Kathryn Bowditch-Leon, Clerk of the Township of Denville, County of Morris, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Governing Body at the August 8, 2017 Meeting.

Kathryn Bowditch-Leon, RMC, Municipal Clerk
SETTLEMENT AGREEMENT

This Settlement Agreement dated as of the 8th day of August, 2017 ("Agreement"), by and between:

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

("Township")

and:

GLENMONT COMMONS DEVELOPERS, LLC,
51 Gibraltar Drive
Denville, New Jersey 07950

("Developer")

WITNESSETH:

WHEREAS, the Developer is the owner of certain property located in the Township of Denville, County of Morris, State of New Jersey, known and designated as Block 10002, Lot 3 on the Official Tax Map of the Township of Denville, which is located off Casterline Road, and consisting of approximately 13.217 acres ("Property"); and

WHEREAS, the Property is currently located entirely within the Township's "R-1B Residence District", which permits single family residences only; and
WHEREAS, the Developer intervened in the litigation in the New Jersey Superior Court captioned in the Matter of the Application of the Township of Denville, Docket No. MRS-L-1641-15 ("DJ Litigation"), challenging the Township's satisfaction of its affordable housing obligation, among other things; and

WHEREAS, the parties have entered into discussions in an effort to resolve the DJ Litigation as it relates to the Developer and Township as set forth hereinafter.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein set forth, the parties, for themselves, their successors and assigns, hereby agree as follows:

I. INCORPORATION OF RECITALS.

The foregoing prefatory statements, recitals and representations are incorporated herein and made a part hereof.

II. PURPOSE OF AGREEMENT.

The purpose and intent of this Agreement is (a) to resolve the DJ Litigation as it relates to the Developer and Township upon the adoption of an Ordinance rezoning the Property substantially consistent with the Revised Ordinance attached as Exhibit A; (b) to resolve the DJ litigation as it relates to the Developer and Township by confirming that the Developer will support the Housing Element and Fair Share Plan ("HEFSP") to be adopted by the Township; (c) to resolve the DJ litigation as it relates to the Developer and Township by confirming that the Developer will support the Township's request in the DJ litigation to obtain a Judgment of Compliance and Repose for a period of ten years; and (d) to resolve the DJ litigation as it relates to the Developer and Township by providing for the construction of the Development consistent
with the Concept Plan attached as Exhibit B, except for *de minimis* variances and waivers resulting from the detailed final engineering design of the Development.

### III. DEFINITIONS.

**Affordable Housing Unit ("AHU")**. A unit that is affordable to a very low income, low income or moderate income household consistent with the requirements of the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301, *et seq.*; applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA"), including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 *et seq.* ("UHAC"), except as to the very low income housing obligation, which shall be as required by the terms of this Agreement.

**Affordable Housing Component**. A total of 10 AHUs will be provided by the Development, 50% (5) of which will be available for very low income and low income households and the remainder of which (5) will be available to moderate income households as defined in the FHA and UHAC, and other applicable regulations. A minimum of 13% (2) of the total of 10 AHUs will be made available to very low income households, defined as households earning 30% or less of the regional median income by household size. The Developer shall provide a preference for low and moderate income households of which a member of that household is a veteran as permitted under L. 2013, c. 6 (N.J.S.A. 52:27D-329.1).

**Concept Plan**. The Development Plan for the Property dated May 18, 2017 and attached hereto as Exhibit B.
Developer. Glenmont Commons Developers, LLC and/or its successors, transferees and/or assigns.

Development. A non age-restricted, rental townhouse development containing 65 dwelling units constructed in accordance with the Revised Ordinance attached as Exhibit A. The Developer shall seek approvals for a development consistent with and similar to the Concept Plan dated May 18, 2017, which is attached hereto as Exhibit B and which includes 65 on-site, non age-restricted, rental townhouse dwelling units including (a) 55 market-rate rental units, of which 40 will be three bedroom units and of which 15 will be two bedroom units; and (b) an affordable housing component consisting of ten (10) non age-restricted rental AHUs, of which 2 shall be three bedroom units, 6 shall be two bedrooms units and 2 shall be one bedroom units. One (1) two-bedroom AHU and one (1) one-bedroom AHU shall be reserved for very low income households. The AHUs shall be fully integrated with the market-rate units in the Development and shall be governed by controls on affordability and affirmatively marketed in conformance with the UHAC or any successor statutes or regulations, except as to the very low income housing obligation, which shall be as required by the terms of this Agreement.

Revised Ordinance. The Revised Ordinance to be adopted by the Township attached as Exhibit A, which rezones the Property as the new T-5 Zone.

IV. TOWNSHIP'S OBLIGATIONS

A. Within ninety (90) days of the date of the Court Order approving this Settlement Agreement, as set forth in Section VI of this Agreement, the Township shall introduce and adopt the Revised Ordinance attached hereto as Exhibit A, rezoning the Property as set forth therein. If the Revised Ordinance is not adopted by the Township within the time period set forth above, this Agreement shall be deemed terminated and shall be of no further force and effect and the
The Township shall not oppose and shall cooperate with the Developer's efforts to obtain all required governmental approvals for the Development, provided the development proposed by the Developer is consistent with the Concept Plan (Exhibit B) and consistent with the Revised Ordinance (Exhibit A) except for any de minimis variances or waivers from its provisions resulting from the completion of detailed engineering of the site plans.

D. Upon the receipt by the Planning Board of a complete application from the Developer for site plan approval consistent with the Concept Plan (Exhibit B) and consistent with the Revised Ordinance (Exhibit A), the Township shall take such actions as permitted by law to assist the Planning Board to expeditiously process the application, schedule the matter for public hearing and render a decision thereon in accordance with the requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.
V. DEVELOPER'S OBLIGATIONS AND REPRESENTATIONS.

A. The Developer agrees to file with the Township Planning Board a complete application for site plan approval consistent with the Concept Plan (Exhibit B) and consistent with the Revised Ordinance (Exhibit A), except for any de minimis variances or waivers from its provisions resulting from the detailed final engineering design of the Development, within sixty (60) days of the final adoption of the Revised Ordinance and agrees to diligently pursue said application before the Planning Board to its conclusion. The parties acknowledge that the appearance of the Development, including specifically the height of the building, constitute significant areas of concern for the Township. Therefore, it is an essential and significant element of this Agreement that any development application presented to the Planning Board shall be consistent with the Concept Plan (Exhibit B) and consistent with the Revised Ordinance (Exhibit A), except for any de minimis variances or waivers from its provisions resulting from the detailed final engineering design of the Residential Development, PROVIDED, HOWEVER, that the Developer shall not seek any variances from the Revised Ordinance relative to use, maximum density and height.

B. The Developer shall provide a Deed Restriction for the AHUs providing, among other things, that the AHUs are subject to affordability controls for a minimum of thirty (30) years, and until the municipality elects to release the controls, and shall be governed by the controls on affordability set forth in the UHAC and/or any successor statutes or regulations, except as to the very low income housing obligation, which shall be as required by the terms of this Agreement. The Developer agrees to fully integrate the AHUs with the market units in the Development and shall identify the location of all of the AHUs in the Development on the site plan/architectural plans. All deeds and restrictions regarding affordability controls shall be
reviewed and approved by the Township's special counsel on affordable housing matters for compliance with applicable legal requirements.

C. The Developer shall utilize an Administrative Agent approved by the State of New Jersey, Department of Community Affairs or the former New Jersey Council on Affordable Housing to affirmatively market the AHUs in accordance with UHAC, and/or any successor statutes or regulations, and ensure that current regulations are followed with regard to the marketing/leasing of the AHUs, all at the sole cost and expense of the Developer.

D. The Developer shall construct the 10 AHUs pursuant to the following construction phasing schedule. Prior to the issuance of a certificate of occupancy for the 15th market rate Residential Unit, certificates of occupancy must be issued for 1 AHUs. Prior to the issuance of a certificate of occupancy for the 28th market rate Residential Unit, certificates of occupancy must be issued for a total of 5 AHUs. Prior to the issuance of a certificate of occupancy for the 42nd market rate Residential Unit, certificates of occupancy must be issued for a total of 8 AHUs. Prior to the issuance of a certificate of occupancy for the 50th market rate Residential Unit, certificates of occupancy must be issued for a total of 10 AHUs.

VI. FAIRNESS AND/OR COMPLIANCE HEARING.

Prior to becoming effective, this Settlement Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). If this Settlement Agreement is not approved by the Court, then this Agreement shall be deemed terminated and shall be of no further force and effect and the parties shall return to their respective positions as if this Settlement Agreement had not been executed by the parties.
Developer agrees to support the application for approval of this Settlement Agreement. Upon the Court's approval of this Agreement and the Township's adoption of the Revised Ordinance rezoning the Property substantially consistent with the Revised Ordinance (Exhibit A), the Developer agrees to support all future request by the Township for approval of a HEFSP that includes the Development, as well any requests to obtain a Judgment of Compliance and Repose for a period of ten years.

VII. GENERAL PROVISIONS.

A. Cooperation. The parties shall cooperate with each other and act in good faith in order to carry out the provisions of this Agreement.

B. Defense of Agreement. The parties shall fully cooperate with each other to defend the terms and conditions of this Agreement against any legal challenges filed, at their sole cost and expense.

C. Entire Agreement. This Agreement contains the entire agreement between the parties. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the parties hereto.

D. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

E. Validity. In the event that one or more of the provisions of this Agreement are held invalid, void or unenforceable, or the Township does not obtain a Judgment of Compliance and Repose for a period of ten years, this Agreement shall become null and void and be of no legal effect.
VIII. PREPARATION.

The parties acknowledge that they each have been represented by legal counsel with regard to the negotiation and preparation of this Agreement and that this Agreement has been prepared jointly by attorneys representing each party as a means of furthering the purposes set forth and therefore any presumption for resolving ambiguities against the drafter or any party shall not apply.

IX. NOTICE OF ACTIONS.

The parties and their respective legal counsel agree to immediately provide each other with notice of any lawsuits, actions or governmental declarations, threatened or pending, by third parties of which they are actually aware, which may affect this Agreement or any specific provisions of this Agreement and/or any approvals and/or actions taken by the parties pursuant to the terms and conditions of this Agreement.

X. COUNTERPART SIGNATURES.

This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable, provided that immediately following the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

XI. TIME PERIODS; EXTENSIONS OF TIME.

The Parties hereby agree that they will cooperate to effectuate the terms and conditions of this Agreement and to fulfill the Township's and the Developer's obligations required pursuant to this Agreement. The parties agree that any time periods within which either party must perform its obligations or accomplish specific actions may be mutually extended by the parties.
with the consent of the Court where necessary. The parties acknowledge and agree that certain actions and obligations required under this Agreement are dependent on the actions of individuals and entities that are not a party to this Agreement.

XII. NOTICE.

All notices required under this Agreement shall be in writing and shall be given by Certified Mail, return receipt requested, or by recognized overnight personal carriers, such as Federal Express, with a proof of receipt, and in addition thereto, and not in lieu of written notice as provided above, where feasible, the delivery party shall provide either a facsimile delivering or an e-mail attachment. All notices shall be deemed received upon the date of delivery, which is set forth in such certified proof and at all times for performance based upon notice shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

If to Glenmont Commons Developers LLC:

Glenmont Commons Developers LLC
51 Gibraltar Drive
Denville, New Jersey 07950

With a Required Copy to:

Brett Tanzman, Esq.
Wilf Law Firm, LLP
820 Morris Turnpike, Suite 201
Short Hills, New Jersey 07078

If to the Township of Denville:

Township of Denville
1 St. Mary's Place
Denville, New Jersey 07834
Attn: Steven Ward
With a Required Copy to:

Edward J. Buzak, Esq.
The Buzak Law Group, LLC
150 River Road, Suite N-4
Montville, NJ 07045
Email: ejbuzak@buzaklawgroup.com
Facsimile No. (973) 335-1145

IN WITNESS WHEREOF, the parties have executed this Agreement consistent with applicable law on the day and year written below their names:

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Township Clerk

Thomas Andes, Mayor

Dated: _____________________________

ATTEST: GLENMONT COMMONS
DEVELOPERS, LLC

Print name and title below signature

Print name and title below signature

Dated: _____________________________
BE IT REMEMBERED, that on this ___ day of ____________, in the year of our Lord, Two Thousand Seventeen, before me, the subscriber, personally appeared KATHRYN BOWDITCH-LEON, who, being by me duly sworn on her oath, doth depose and make proof to my satisfaction that she is the CLERK of the TOWNSHIP OF DENVILLE, a municipal corporation, the corporation named in the within instrument; that THOMAS ANDES is the MAYOR of said municipality; that the execution as well as making of this instrument has been duly authorized by proper action of the Township Council; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed to said instrument signed and delivered by said MAYOR ANDES as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed her name thereto as witness.

Sworn and subscribed to before me on the date aforesaid.

Print name and title below signature

Print name and title below signature
STATE OF NEW JERSEY | SS
COUNTY OF _______________ |

I CERTIFY that on the _____ day of __________________, 2017,

______________________________ personally came before me, and this person
acknowledged under oath to my satisfaction that:

(a) this person is the __________________________ of Glenmont Commons
Developers, LLC, the entity named in this document.

(b) this document was signed and delivered by __________________________, as
______________________________ of and on behalf of Glenmont Commons Developers, LLC as
its voluntary act and deed duly authorized by its shareholders; and

(c) this person signed this proof to attest to the truth of the facts.

Print name and title below signature

Sworn and subscribed to before
me on the date aforesaid.

Print name and title below signature
The following lots will be rezoned into the newly created T-5 Zone:
Block 10002 Lot 3
The following lots will be rezoned into the POS Zone:
Block 10002 Lot 2

19.1.2 Definitions:

Interlocking dwellings:
A multiple story residential dwelling unit that shares vertical space within another residential dwelling unit.

Building Height:
The vertical distance from the average grade to the top of the highest roof beams of a flat roof, the top-most portion of any facade, kneewall or similar structure, or the mean level of the highest gable or slope of a hip, mansard, or gambrel roof.
The vertical distance from the mean finished grade (measured along the perimeter of the building, measured at a minimum of four (4) corners of the structure) of the ground adjoining the building to the highest point of the roof for flat or shed roofs, to the deck line for mansard roofs, and to the mean height between eaves and ridge for gable, hip, and gambrel roofs. In multifamily buildings, the building height shall be calculated for each vertical unit.

HEIGHT OF BUILDING
The vertical distance from the average ground elevation around the foundation to the level of the highest point of the roof surface.
Average wooded acre:

The average wooded acre at a site, which shall be determined as follows:

a) A selective inventory, by size and species, of all trees having a DBH (Diameter at Breast Height) of four inches or greater shall be conducted using a minimum of one-tenth-acre plots (66 feet by 66 feet), which shall be staked or visibly marked to allow for inspection.

b) The location of the inventory plots shall be determined by the applicant, subject to approval, by using a grid overlay drawn to the same scale as the site plan submitted with the application.

c) A representative five percent of the wooded acres proposed to be cleared shall be inventoried.

13-5.2 Contents of application.

f. For lots under 10 Acres: Number of trees to be removed, and the species and approximate size of each such tree.

For lots equal to or greater than 10 acres: Either a tree inventory or an average wooded acre inventory shall be submitted.

19-5.721(c) Yards.

Projections into yards. The following projections shall be permitted into required yards and shall not be considered in the determination of yard size or lot coverage:

Architectural features such as bay windows, cornices, eaves, window sills or other architectural features provided that said feature does not project more than twenty four (24) inches.
19-5.250E. T-5 Townhouse Zoning.

19-5.2501. Principal permitted uses.

The following uses are principal permitted uses in the T-5 Zone:

a. Single family homes;
b. Townhouses;
c. Vertical Flats;
d. Interlocking dwellings

19-5.2502. Permitted accessory uses.

Any and all uses of land that are customarily, habitually, and by long practice, as established by reasonable association with, incidental and subordinate to the principal use of the property, including, but not limited to the following:

a. Decks
b. Patios/Terraces
c. Gate House/Guard Booth/Welcome Booth
d. Club house
e. Maintenance Building
f. Pool
g. Passive and active recreation
h. Open space
i. Off street parking
j. Private Garages
k. Signs
l. Utilities and other essential services

19-5.2503. Bulk Standards.

a. For single-family residential development, the bulk standards found in the R-3 Zone shall apply.

b. For multifamily dwellings the following bulk standards shall apply:

1. Minimum residential building setbacks from external property lines: 50 feet

2. Minimum accessory buildings from external property lines
   a. From residential zoned land: 50 feet
   b. From POS zoned land: 20 feet
3. Minimum front yard.
   a. 25 feet from cartway.
   b. 8 feet from parking field

4. Minimum distance between buildings
   a. 25 feet between side and side
   b. 35 feet between rear and rear
   c. 45 feet between side and rear
   d. 75 feet between side and front
   e. 75 feet between front and rear
   f. 80 feet between front and front

5. Minimum distance between residential building and retaining walls
   (a) Five feet
   (b) Three feet of vertical distance for each foot of height of retaining wall

6. Allowable projections into yards

   Architectural features such as bay windows, cornices, eaves, window sills or other architectural features provided that said feature does not project more than twenty four (24) inches. Ramps designed for American with Disabilities are not considered a building appurtenance and is not regulated by this section.

c. Coverage
   1. Maximum Building coverage: 25%.
   2. Maximum Impervious coverage: 65%.
   3. Minimum open space or landscaped areas: 25%
      a. In computing the open space requirement, common recreation areas accessory to the residential use and required buffer areas, environmentally sensitive lands and stormwater facilities shall be included.
      b. Any open space as provided herein shall be owned and maintained by the homeowners association or condominium association in accordance with the provision of N.J.S.A. 40:55D-43.

d. Maximum Building Height
   1. 3 ½ stories
   2. 40 feet

---

1 Utilizing the definition for “Building Height” and NOT “Height of Building”
1. With the exception of street signs, traffic control signs, and building identification signs, there shall be a single development identification sign permitted. Said

19-5.2504. Design Standards.
   a. Buildings shall have architectural features, finishes and patterns that provide visual interest.

   b. The overall design of the project shall have a unified theme, displayed through the application of common building materials such as brick, cultured stone and wood.

   c. Trash. Each dwelling unit must be designed so as to have a dedicated location for the interior storage of trash or designed in such a way that said trash shall be stored in a dedicated exterior storage facility. If there is no interior trash storage provided for, said external facility shall be constructed in such a way as to be a part of the building with no distinction between construction material, shall be designed for the trash of a single unit, and designed in such a way as to prevent wildlife from gaining access. In no instance shall trash be stored outside and in no case shall dumpsters be permitted.

   d. Mailboxes. Mailboxes must be provided in either gang mailboxes or located in a club house, or other type of facility.

   e. Lighting. The lighting requirements shall comport with Subsection 19-5.731, Outdoor Lighting, of the Township of Denville's Zoning Ordinance.

   f. Utility meters. All utility meters may be located in the interior of the building provided that said meters are located within a common area and not within an individual dwelling unit. If utility meters are located on the exterior of a structure, landscaping must be provided in the vicinity to aid in the screening of said meters.

   g. Air-conditioning units, emergency generators, or other sound producing equipment. Any emergency generators, air-conditioning units, or other sound producing equipment must be adequately screened by either fencing or landscaping so as to reduce its impact to surrounding land uses.

   h. Signage.

      1. With the exception of street signs, traffic control signs, and building identification signs, there shall be a single development identification sign permitted. Said
a. The applicant shall provide and maintain a landscaped buffer area within the T-5 Townhouse Zone which shall be no less than 25 feet in width from all exterior lot lines of the tract. Where said buffer abuts land in the POS zone or another inclusionary development site, said buffer can be reduced to a minimum of 20 feet. When natural vegetation within the buffer is sparse or non-existent, the landowner shall be required to provide a year-round visual screen as determined by the Planning Board.

2. A proposed monument or freestanding sign shall be located on the property, but outside any required sight triangle area, and shall contain no more than 24 square feet per side and no more than two sides. A proposed monument or freestanding sign shall not exceed three feet in height from the base of the sign and may be externally lit.

3. A proposed wall sign may be permitted if a guard booth/welcome booth is proposed, or if a retaining wall is proposed, where said sign is incorporated into this accessory structure. This wall sign shall contain no more than 24 square feet and may be externally lit. No development identification may be permitted on any building that houses a dwelling unit, garage or club house.

i. Fences and walls. Fences, walls, and retaining walls shall be permitted provided that no fence or freestanding wall shall exceed six feet in height, unless located in the front yard between a principal building and any street or roadway, in which case no fence or freestanding wall shall exceed four feet in height. Retaining walls may exceed six feet in height, where the Approving Board finds that the additional height in wall outweighs the amount of disturbance a tiered wall would require. The Approving Board may, in appropriate situations require such walls to provide landscaping to be planted in front of such walls in order to reduce their visual impact. In no case shall a retaining wall exceed seven feet in height.

j. Access

1. If only one permanent point of access is proposed, an emergency access points must be provided through the use of grass pavers or other suitable methods or a boulevard access point must be utilized. If a second point of access is not available, no guard house or restricted access is permitted.

2. If gates or other methods of excluding the vehicular traffic are proposed, the application must provide adequate provisions for emergency vehicles as well as turnaround provisions for visitors who have been refused entry.

19-5.2505E. Buffer Areas.

a. The applicant shall provide and maintain a landscaped buffer area within the T-5 Townhouse Zone which shall be no less than 25 feet in width from all exterior lot lines of the tract. Where said buffer abuts land in the POS zone or another inclusionary development site, said buffer can be reduced to a minimum of 20 feet. When natural vegetation within the buffer is sparse or non-existent, the landowner shall be required to provide a year-round visual screen as determined by the Planning Board.
b. No use or structure, including parking or loading areas but excluding fences, retaining walls, detention, retention and drainage facilities and utility structures, shall be permitted within the required buffer area.

c. Regrading within the buffer area. Every effort shall be made to minimize the amount of regrading within the buffer area.

19-5.2506 Steep Slope Disturbance

a. The Maximum Permitted Disturbance of Slope Areas as defined in Section 19-5.729.f.1 shall modified to allow for the following:

<table>
<thead>
<tr>
<th>Slope</th>
<th>Maximum Permitted Disturbance of Slope Area (Entire Lot(s))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 15%</td>
<td>100%</td>
</tr>
<tr>
<td>15% to 19.9%</td>
<td>50%</td>
</tr>
<tr>
<td>20% to 24.9%</td>
<td>25%</td>
</tr>
<tr>
<td>25% to 29.9%</td>
<td>10%</td>
</tr>
<tr>
<td>30% or more</td>
<td>0%</td>
</tr>
</tbody>
</table>

The column entitled “Permitted Development Activity” from the table in Section 19-5.729.f.1 is not included in and is not applicable to this Section because this Section regulates all development activities equally per slope classification.

b. Should the applicant prove that it is not possible to achieve the maximum density (or 120 units whichever is achieved first) on the subject property without receiving a variance from this section of the ordinance, the approving board shall grant the least invasive degree of variance to achieve the maximum density. This relaxation of standards shall only be available for a maximum of 65 percent of the subject property or properties. Any further variance request for incursion into steeply sloping lands must follow the traditional variance procedures afforded by the Municipal Land Use Law.

19-5.2507. Circulation, parking, utilities, planning and staging.

a. Street requirements. The requirements of N.J.A.C. 5:21 et seq. (Residential Site Improvement Standards) shall govern the design of streets unless a de minimus exception from such requirements is approved by the Board.
b. Off street parking requirements.

1. Parking spaces shall be provided for each dwelling unit in accordance with N.J.A.C. 5:21 (Residential Site Improvement Standards).

2. Each townhouse or interlocking dwelling unit must include one garaged parking space which is assigned to said unit.

3. Parking for handicapped persons shall be provided as required by State and Federal law.

4. All parking shall be adequately landscaped, lighted and conveniently located relative to the housing to be served.

c. Utility improvements

1. All developments shall be served by public water and public sanitary sewerage systems.

2. All utility improvements shall be located within a street right of way or within a utility easement, including storm drainage systems, sanitary sewerage collection and disposal systems and water supply and distribution systems, and shall be subject to review and approval by the Township in accordance with the standards and procedures established at N.J.A.C. 5-21 et seq. (Residential Site Improvement Standards) and subject to review and approval by the New Jersey Department of Environmental Protection as well as appropriate County and other State agencies, where applicable. Water supply and sanitary sewer collection and distribution facilities shall also be subject to review and approval by the Township Engineer and Fire Department and the Denville Water and Sewer Department.

3. Electric, gas and telephone service shall be provided by the developer in concert with the appropriate public utilities providing such service. Said service shall be provided as part of an underground system and shall be located within a street right of way or within a utility easement. If such underground facilities cannot reasonably be provided throughout the development due to topographic or geological conditions of the land or due to technical circumstances, and if the landowner shall adequately demonstrate the lack of feasibility of such undertaking, an exception to this requirement may be granted by the Planning Board.

c. Emergency facilities. All housing developed within the T-5 Townhouse Zone shall be suitably designed to facilitate emergency access by police, fire fighting and ambulance service vehicles.
19-5.2509. Affordable Housing Requirements

a. Development must provide affordable housing consistent with the requirements of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq. ("FHA"); applicable regulations of the New Jersey Council on Affordable Housing ("COAH"); applicable requirements of the Courts of the State of New Jersey; and all applicable regulations on affordability controls and other regulations of the New Jersey Housing and Mortgage Finance Agency ("NJHMFA") including, without limitation, the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC").

b. All said affordable units shall be constructed on site and integrated among buildings throughout the development so that such buildings contain a mix of affordable and market rate units. Affordable units shall also be constructed to be indistinguishable from market rate units from the exterior of the building.

c. Twenty percent (20%) of all for sale residential units developed with the T-5 Townhouse Zone shall be reserved for occupancy by very low income, low income and moderate households.

d. Fifteen percent (15%) of all rental residential units developed with the T-5 Townhouse Zone shall be reserved for occupancy by very low income, low income and moderate households (hereinafter "Affordable Units")

e. At least 50% of the affordable units will be available to very low income and low income households and the remainder of which will be available to moderate income households as defined in the FHA and UHAC and other applicable statutes and regulations. A minimum of 13% of the affordable units will be made available to very low income households, defined as households earning 30% or less of the regional median income by household size.

f. Bedroom distribution:

   (1) In any multifamily development there shall be the following distribution of bedrooms in affordable units:

f. Sidewalks. Sidewalks shall be provided within the development in accordance with the RSIS except that the Planning Board, in its reasonable discretion, may approve the substitution of pedestrian walkways not paralleling streets where appropriate.
(a) One bedroom: a maximum of 20% of the affordable units.
(b) Three bedrooms: a minimum of 20% of the affordable units.
(c) Two bedrooms: the balance of the affordable units.

g. The phasing applicable to the Affordable Units shall follow regulations established at N.J.A.C. 5:93-5.6(d).
RESOLUTION

WHEREAS, the Township of Denville solicited bids for the Township of Denville Municipal Building Renovations for the Inclusion of the Board of Education Offices; and

WHEREAS, on June 22, 2017, the Township received three (3) bids; and

WHEREAS, Administration has reviewed the bids and recommended that the three bids be rejected as being in excess of the funds available for this project.

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 bids received for the Township of Denville Municipal Building Renovations for the Inclusion of the Board of Education Offices are hereby rejected.

2. That the Township Purchasing Agent is authorized to advertise for new bids.

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 August 8, 2017.

Certification Dated: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO GREENER BY DESIGN, LLC TO PREPARE A TRAILS MASTER PLAN FOR THE TOWNSHIP OF DENVILLE

WHEREAS, the Township of Denville wishes to have a Trails Master Plan prepared for the Township of Denville without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the anticipated term of this contract is not greater that one (1) year; and

WHEREAS, Greener by Design, LLC, 94 Church Street, Suite 402, New Brunswick, New Jersey, has submitted a proposal to prepare and provide the Denville Township Trails Master Plan for the sum not to exceed $24,250; and

WHEREAS, Greener by Design, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Greener by Design, LLC has not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit Greener by Design, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #17-21, which is annexed hereto and made a part thereof, that this agreement will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

04-216-55-558-901
$24,250.00; and

WHEREAS, the Township wishes to retain Greener by Design, LLC to prepare and provide a Trails Master Plan for the Township of Denville.

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

1. A professional services contract is hereby awarded to Greener by Design, LLC, 94 Church Street, Suite 402, New Jersey and the Mayor and Municipal Clerk are hereby authorized to execute the contract.

2. A copy of the contract is on file in the office of the Municipal Clerk.

3. The Business Entity Disclosure Certification and the Determination of Value shall be placed on file with this resolution.

4. 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 August 8, 2017.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

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

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

(Hereinafter, "Township")

and:

GREENER BY DESIGN, LLC
94 Church Street
Suite 402
New Brunswick, New Jersey 08901

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Greener by Design, LLC to prepare a Trails Master Plan for the Township of Denville; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. requires that all contracts be in writing; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. The Firm agrees to prepare and provide a new Trails Master Plan for the Township of Denville as outlined in the firm’s proposal dated August 2, 2107, attached hereto as Exhibit ”A”, to the extent that it is consistent with this Agreement.
2. The firm shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

3. The Firm shall be entitled to be reimbursed for actual out-of-pocket costs for all postage, parking fees, express mail, photocopies ($0.10 per copy); facsimile charges ($0.10 per fax), long distance telephone calls, filing fees, recording fees, and other disbursements made on behalf of the Township under this Agreement.

4. During the term of this Agreement, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit “B” which is attached hereto and made a part hereof.

5. The term of this agreement shall be for one year unless sooner terminated by either party upon 90 days’ prior written notice.

6. A copy of the Firm’s New Jersey Business Registration Certificate is attached hereto as Exhibit “C”.

7. The Firm is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission when fees in excess of $50,000 are paid pursuant to a contract with a public entity in a calendar year. It is the Firm’s responsibility to determine if filing is necessary.

8. Political Contribution Disclosure. This contract has been awarded to Firm based on the merits and abilities of Firm to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Firm and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither
made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ________________________________

Thomas W. Andes, Mayor

ATTEST:

By: ________________________________

Adam Zellner, President

STATE OF NEW JERSEY:

: SS:

COUNTY OF MORRIS:
I CERTIFY that on , 2017, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Acting Municipal 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 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 , 2017.

Kathryn Bowditch-Leon,
Municipal Clerk

STATE OF NEW JERSEY:

COUNTY OF :

I CERTIFY that on , 2017, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

__________________________________
A Notary Public of New Jersey
My Commission expires
TOWNSHIP OF DENVILLE

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

Date of Request 08/03/17

Greener by Design LLC
94 Church Street Suite 402
New Brunswick, NJ 08901
Name and Address of Contractor

Denville Open Space Trail Master Plan $24,250.00
Name and Description of Pending Contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Gen Capital</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>04-216-55-558-901</td>
<td>$24,250.00</td>
<td>$24,250.00</td>
</tr>
</tbody>
</table>

TOTAL $24,250.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds will be available in the General Capital Fund under the following line item account(s):

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-558-901</td>
<td>$24,250.00</td>
</tr>
</tbody>
</table>

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

COMMENTS:

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

CERT17-21

Michael J Guarino 08/03/17
Chief Financial Officer
Proposal for
Denville Township

DENVILLE TOWNSHIP TRAILS MASTER PLAN

Denville Trail System
Trailhead

Open Year Round - Dawn to Dusk
August 2, 2017

Hon. Thomas Andes, Mayor
Township of Denville
1 Saint Mary's Place
Denville, NJ 07834

RE: Denville Township Trails Master Plan

Dear Mayor Andes:

As requested, enclosed you will find Greener by Design's proposal to prepare a Trails Master Plan for Denville Township. Greener by Design, LLC is a consulting firm providing services to government, businesses and land owners on issues of energy, asset management, conservation, land preservation and strategic planning. Our team's extensive expertise in the areas of open space, farmland preservation, land use, trails planning, land stewardship, land acquisition negotiations, and grant writing.

Relevant to this project, we are currently representing three municipalities facing similar issues to Denville concerning the use of their public open space and parks. We are also in the process of finishing the trails master plan for neighboring Randolph Township. Our experience directly applies to the tasks necessary for the Trails Master Plan.

The two primary principals of the firm that will spearhead this project are Ben Spinelli and Frank Pinto. Frank and Ben have extensive experience in the public sector, particularly concerning open space acquisition, planning, management and stewardship. This includes serving in public office at the local and county level. We have conducted and facilitated public hearings on both complex and controversial matters throughout New Jersey and are well versed in obtaining relevant and useful public input in the planning process. Our professionals include GIS mapping services as well as all aspects of sustainability and energy and environmental management consulting services.

The project manager and main contact for the Trails Master Plan will be Frank Pinto. Ben Spinelli will be the chief facilitator for the public process and the principal author of the plan. You can review our firm's qualifications at our web site https://www.gbdtoday.com/. We believe that our experience and the team of professionals that will be assigned to this project have the knowledge and experience necessary to provide Denville with a superior Trails Master Plan that will serve the Township for the future. We will assure an open and productive public process to incorporate the needs of the Township's residents. Finally, we will bring a strategic perspective to this project that will give the Township the insight necessary to get the greatest value from an important public asset.

Should you need any additional information, please do not hesitate to contact us. We look forward to hearing from you about this interesting and challenging project and we look ahead to the exciting prospect of working with you to serve the residents of Denville.

Sincerely,

Ben

Benjamin Spinelli

Frank

Frank Pinto
Introduction

Greener by Design, LLC is pleased to submit this proposal to prepare a new Trails Master Plan for Denville Township. We have outlined our proposed scope of work along with key personnel and anticipated costs for completing this project. Greener by Design will conduct a comprehensive analysis of the Township's existing open space assets, its extensive existing trails network, including current usage patterns and obtain public input for future additions, construction maintenance and design. We are prepared to work closely with the Township's employees, contracted professionals and volunteers. We will provide the Township with a forward-looking analysis of the trails network with specific recommendations for both short term and long term improvements and investments in this excellent system that can also serve as a tool for obtaining trail grant funding.

Our scope of work is included within this proposal. This includes extensive public outreach and the engagement of stakeholders to seek input and buy-in for all recommendations. We will conduct field work to document the existing conditions and identify opportunities for the expansion or upgrade of what is currently in place. We will also explore the prospects for linking the Township's trail system to the hiking and walking trails of neighboring municipalities as well as Morris County's Patriot's Path trail network to provide for maximum utility and to identify ways that the current usage can be enhanced by creating greater possibilities for the Township's residents to get more recreational value from this investment. We will also look for ways to bring the trail system to the residents by exploring where the trails can be connected to existing residential neighborhoods, to businesses and to public facilities throughout Denville Township.

The Existing Trails System

Denville currently has a limited trails system on municipally owned lands. Fortunately, there are several large open space holdings owned or managed by the Morris County Park System within the municipality that provide existing trail opportunities and enable great potential linkages to other public lands within the municipality. Although the existing system is limited there is great potential to increase the network which will expand the public's access to numerous passive recreation open space lands and to tie them into existing destinations throughout the Township. There are approximately 7 miles of existing trails within the Tourne County Park that is partially situated within Denville Township. The Hog Pen on the Johnathon Woods property is a tremendous treasure that the public should have more knowledge of and access. Another example of possible trails and new destination connections can be found in
We have extensive experience in convening public meetings and conducting targeted outreach. We will draw upon our successful work to format an effective series of public events, interviews and targeted meetings to insure adequate relevant input is obtained. We also will make sure that there is sufficient participation from interested parties to garner acceptance of the product and validity of its findings and recommendations.

Greener by Design will facilitate all public meetings and schedule and staff all meetings with the Denville Trails Master Plan Advisory Group. We will prepare summaries of each proposed trail section along with an estimated cost, and will consult with town officials on a priority ranking system for each proposed addition.

As an essential part of the research in preparation for creating the Trails Master Plan, we will conduct field work consisting of walking a substantial portion of the trails network, photographing and documenting the existing conditions, identify any capital improvements that may be necessary and establish a baseline for recommendations for the future. The key principal will be to look for methods of providing maximum benefit to Township residents, making the most of the assets that the Township currently owns and providing a high-quality experience for people using the Township's trails. Determining the current conditions is an important element of beginning the engagement and planning process. There should be some fairly obvious opportunities that can be ascertained from this initial evaluation.

Outreach

An important element of any public use plan is obtaining sufficient relevant input from the constituencies affected by the plan. We will conduct both public meetings and targeted information sessions with the Denville Advisory Group and other key stakeholders. We will conduct a kick-off event and the creation of an advisory group. We anticipate that there may be additional meetings that may be called for as information is developed through the process. The Morris County Park Commission, the New York-New Jersey Trails Conference and representatives of surrounding communities would likely be valuable partners in this process in addition to the already recognized participants. Additionally, we will prepare an online survey and set-up social media to accumulate public input from people who may not have the opportunity to attend a meeting and who would still like to contribute to the discussion.

Greener by Design will facilitate all public meetings and schedule and staff all meetings with the Denville Trails Master Plan Advisory Group. We will prepare a standard set of questions for in-person interviews, although the bulk of interviews will likely go far beyond the basic standard questions. We will gather GIS information currently available from the Township and other partner organizations (such as the Morris County Park Commission) and analyze the data for the potential of utilizing it in other innovative ways to enhance both the plan and the experience of trail system patrons. We will assess the existing online trails maps for possible improvements and obtain reviews through the outreach process from users and solicit suggestions for changes.

We have extensive experience in convening public meetings and conducting targeted outreach. We will draw upon our successful work to format an effective series of public events, interviews and targeted meetings to insure adequate relevant input is obtained. We also will make sure that there is sufficient participation from interested parties to garner acceptance of the product and validity of its findings and recommendations.
Plan Elements

Our team will prepare a series of professional and useful products that will enable the Township to develop their trail system as well as apply for grant funding to assist in its development. We will prepare a Trails Master Plan that is organized and comprehensive. The plan will be compatible with other Township planning documents. It will contain a specific course of action with detailed achievable milestones. It will state a coherent vision for the future use and for future investments in the trail system. It will contain specific policy recommendations to be used as guidance by the current and future governing bodies in managing the trail system. It will contain visual depictions of the trails system, including detailed mapping, which will provide appropriate guidance for the Township of Denville to move forward with a strategic and effective course of action to enhance their open space assets. The plan will be prepared in a format that will make it accessible either in print or online. The plan will contain the following elements:

- **Clear Vision Section**
  - Summary of Outreach and Public Input
  - Statements of Goals and Policies
  - Specific Actions
  - Long-term Recommendations

- **Inventory of all trails with detailed mapping**
- **Descriptions of Existing Trails**
- **Assessment of the Condition of the Trail System**
- **Analysis of Connectivity**
  - Identification of key missing links/segments
  - Evaluation of potential for connection with business centers
  - Potential for use as part of a “Safe Routes to Schools” plan
  - Identification of potential for connection to regional trails
  - Connections with residential neighborhoods
  - Analysis of obstacles to connection

- **Assessment of opportunities for expansion of Existing System**

- **Capital Spending Recommendations and Possible Budget**
  - List of Projects
  - Budget/Cost for Projects
  - Schedule for Completion
  - Prioritize Projects

- **Maintenance/upkeep plan**

- **Design a Digital/Online Portal for Information on Denville Trails**

- **Development of Unique Identification Methods**
  - Trail/Trailhead Signage
  - Trail Markers
  - Brochures/Mapping

- **Assessment/Recommendations on Trail Design**
  - Surface
- Usage
  - Standard Construction Specifications
- Year-by-Year Plan for Next 10 Years

The Trails Master Plan will be a logical and understandable blueprint for the Township of Denville with the elements necessary to thoughtfully plan for the stewardship and expansion of the Township's resources. More importantly, it will clearly state a vision for the Township's trail system that reflects the needs and desires of the Township's residents with an eye towards the long-term use and upkeep of the system. An important element of the plan will be a review of how the downtown business district can be connected to nearby neighborhoods and how key destinations such as the train station, public buildings and facilities such as the hospital, town hall and schools can be reached via the trail system.
Key Personnel

Below is a narrative of each professional that will be involved with the Denville Trails Master Plan. Also enclosed are resumes for all project participants. Also enclosed is the organization chart for the project.

Benjamin Spinelli, Esq., Principal

Ben’s career spans over 20 years holding positions as the executive director of a major state agency, the executive director of a respected non-profit, an elected municipal official, a senior adviser for a major state policy office, a trial attorney and a big city prosecutor. Ben has held both private and public sector jobs with increasing responsibilities and increasing influence. He was able to complement his professional career with involvement in government and public service where he has been a leader and an innovator in environmental policy, sustainable local, regional and statewide land use practices, land preservation, agricultural retention and strategic planning. An avid hiker, Ben is the author of the hiking blog, Yo Hike This! He is a professor of environmental studies at several state universities and provides consulting services to individuals, corporations, municipalities and non-profit organizations. He has served as a Senior Policy Adviser on the President’s Task Force for Disaster Recovery following Hurricane Sandy where he specialized in policies related to state and local government and sustainable land use practices. Ben served as the Executive Director of the New Jersey Office of State Planning. Ben also served as Chairman of the Morris County Open Space Trust Fund Committee and also served as Mayor of Chester Township for nine years, where he was able to preserve many key properties within the Township that have greatly expanded the trail system. Ben graduated from Muhlenberg College with a B.A. in History and Political Science and received his J.D. from Seton Hall University School of Law.

Ben’s Areas of Responsibility for this Project:
Ben shall serve as primary author of all reports; research and data analyzer; vision direction for the trail plan and will serve as the primary meeting facilitator.

Frank Pinto, MPA, Principal

Frank’s career includes 25 years working in the public sector for the County of Morris. Frank managed a variety of planning and social service programs. Frank was the Director of the Morris County Agriculture Development Board for over ten years managing to complete one hundred farmland transactions totaling over 6,100 acres and over $127 million in easement value. He oversaw the Morris County Preservation Trust Fund seeing it hit the 20,000 preserved acres plateau and over 100 farms and helping develop the Trust Fund’s Historic Preservation and Flood Mitigation programs. This work involved regular field work and field inspections and documentation for research and analysis as well as regulatory compliance purposes.

Frank continues a strong working relationship with Morris County’s Department of Planning and Public Works, as well as the Morris County Park Commission which administers the new county trail grant program. Frank has served on several non-profit boards as well as one term on the Chester Borough Council. Frank currently serves as President of the Board of Trustees of Grow It Green Morristown, which operates the largest school garden in New Jersey and provides produce for the lunches served in the Morris School District. He is currently assisting Grow It Green with a
Bill's Areas of Responsibility for this Project:
Bill shall provide his expertise in trail planning and management to the Advisory Group and will guide the discussions of those meetings to generate thoughtful and thorough discussions which will help result in an excellent result and wide consensus on the chosen approach for the trail system. Bill will also assist in writing the drafts of the plan document.

William Foelsch, Specialist

Bill Foelsch is Director of Parks and Recreation for the Township of Morris, a residential community of 23,000. As Director, he manages 18 municipal parks and park preserves, two Olympic-size swimming pools, and an extensive array of recreation programs for the community. Prior to his service to Morris Township, he was Executive Director of the New Jersey Recreation and Park Association for 26 years, managing the membership services, educational activities and public policy advocacy program of that statewide organization.

He also serves as part-time Park Consultant to the municipality of Chester Township, a position he started in 1981, currently managing seven parks, 60 acres of active recreation area, and 900 acres of preserved open space. Bill oversaw the creation of Chester Township’s first parks and open space master plan. Bill also is a visiting Instructor for the Rutgers University Certified Public Works Manager program teaching a full-day workshop on park operations and risk management two times each year.

Bill has served as Chair of the New Jersey Trails Council since his appointment to the Council in 1992. He also currently serves as Co-Chair of the New Jersey Recreation and Park Association Public Policy Committee and is active on the Program Committee of that organization. Bill served on the Board of Trustees of the National Recreation and Park Association, was twice Chairman of the National Playground Safety Institute, and served on the NRPA Congress Program Committee for 15 years, chairing Committee in 2005 for the San Antonio Congress. He has served on nine campaign committees to renew the New Jersey Green Acres and Garden State Preservation Trust funding programs. He currently serves as the NJRPA liaison to the Keep It Green Campaign, a 185-organization coalition advancing priorities for future GSPT funding for open space, farmland, and historic preservation and new funding for New Jersey’s natural resources and park stewardship needs.

In October 2014, he was elected as a member of the American Academy for Park and Recreation Administration, an organization of distinguished practitioners and scholars.

Bill’s Areas of Responsibility for this Project:
Bill shall provide his expertise in trail planning and management to the Advisory Group and will guide the discussions of those meetings to generate thoughtful and thorough discussions which will help result in an excellent result and wide consensus on the chosen approach for the trail system. Bill will also assist in writing the drafts of the plan document.

Frank’s Areas of Responsibility for this Project:
Frank shall serve as the project manager, primary point of contact, contributor to authorship of all reports and primary note-taker during every Advisory Group and Community Outreach meeting; and assist as a meeting facilitator at those meetings.

William Foelsch, Specialist

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Frank shall serve as the project manager, primary point of contact, contributor to authorship of all reports and primary note-taker during every Advisory Group and Community Outreach meeting; and assist as a meeting facilitator at those meetings.
Mr. Tech-Czarny is an Environmental Planner and Urban Designer focused on creating more sustainable and resilient communities. He has extensive GIS experience along with over ten years of diverse experience working with various leading firms, organizations, institutions and individuals on a wide variety of projects. In addition to his professional work, he has also been an instructor at the Edward J. Bloustein School of Planning and Public Policy and the Rutgers Department of Landscape Architecture. He holds a Bachelor of Science in Environmental Planning & Design with a minor in Agroecology from Rutgers University and a Master of Urban Planning in Urban Design from the City University of New York.

Zenon’s Areas of Responsibility for this Project:

Zenon shall coordinate all mapping efforts for this project. He will also establish the online survey to gather public input.

Kenneth Campbell, Specialist

Mr. Campbell works with a large array of clients, including local and county governments, non-profit organizations, and for-profit businesses, on a number of different sustainability projects, ranging from consulting in renewable energy to land use. He has experience working on municipal land use, stakeholder outreach, and the formation of long-term plans. He coordinated GbD’s internship team in the Randolph Trails Master Plan and is continuing that same coordination for GbD’s “Grow Warren” economic study. He holds a Bachelor of Science degree from Rensselaer Polytechnic Institute, paired with a Sustainability Studies minor, which provides him with a diverse background that allows for a holistic problem-solving approach when working with clients. Kenneth is also a fully licensed “remote pilot” for Unmanned Aerial Vehicles (aka Drones).

Kenneth’s Areas of Responsibility for this Project:

Kenneth will coordinate all intern research and site work for this project, serve as chief notetaker at all meetings, he shall coordinate all site visits and stakeholder interview sessions. Kenneth will advance-register and operate any drone work associated with this project.
References

Randolph Township
502 Millbrook Avenue
Randolph, NJ 07869
Contact: Russ Newman, Director of Parks, Recreation and Community Services
(973) 989-7081; ext 114
E-mail: rnewman@RANDOLPHNJ.ORG

Greenwich Township (Warren County)
321 Greenwich Street
Stewartsville, NJ 08886
Contact: Frank Marchetta (908) 217-6017
E-mail: Fmarchetta@greenwichtownship.org

Byram Township
10 Mansfield Drive
Stanhope, NJ 07874
Contact: Joe Sabatini (973) 347-2500
jsabatini@byramtwp.org

Pequannock Township
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444-1799
(973) 835-5700; ext 8
DHollberg@Peatwp.org

Budget and Timeline

Enclosed are the budget and timeline for the Denville Trails Master Plan.

Fee Schedule

Enclosed is the fee schedule for Greener by Design. Billing will be hourly with a not-to-exceed fee as quoted in the budget.
Denville Trails Master Plan

Fee Breakdown by Major Task

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<th>Cost Estimate</th>
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<td>Advisory Group Meeting #4 - review draft #2</td>
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<tr>
<td>Interviews with stakeholders</td>
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<td>Preparation of StoryMap photo/map inventories</td>
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<td>Drone Flights to illustrate trail designs</td>
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<tr>
<td>Evaluation &amp; Mapping of future trail system</td>
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TOTAL: $24,250

The total project cost shall not exceed $24,250, written as twenty-four thousand, two hundred fifty dollars.
# Denville Trails Master Plan

## Project Schedule

Start: September 2017  
End: February 2018

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<td>Interviews with stakeholders</td>
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<td>Trail inventory/mapping: connectivity opps, natural resource areas</td>
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<tr>
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<tr>
<td><strong>Key Task #3: Report/ Drafting</strong></td>
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<td>Concepts/Images: trail heads, signage, wayfinding</td>
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M = Meetings  
P = Public Meetings  
= Pending/To Do  
= Complete

Greener by Design  
Greener by Design, LLC

www.Gbdtoday.com  
732-253-7717
Schedule of Fees

Principal $200/Hour
Senior Specialist $175/Hour
Specialist $150/Hour
GIS Mapping Services $90/Hour
Administrative Support $75/Hour
EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES CONTRACTS

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUL 2016 - 15 JUL 2017.

GRETNER BY DESIGN
94 CHURCH ST SUITE 301
NEW BRUNSWICK NJ 08901

Andrew P. Sidamon-Eristoff
State Treasurer
RESOLUTION TO APPROVE EXECUTION OF AN AGREEMENT WITH RICHARD KAO FOR A SANITARY SEWER EXTENSION

WHEREAS, Richard Kao has applied for a Road Opening Permit for a sanitary sewer extension to connect property owned by Richard Kao located at Block 51201, Lot 5 in the Township of Denville to the Township sewer collection system; and

WHEREAS, the proposed gravity sewer extension would serve an existing single-family home described on a plan entitled "Sewer Extension Plan, 48 Old Boonton Road, Township of Denville, Block 51201, Lot 5", prepared by Housan Engineering, LLC, Ringwood, New Jersey, dated May 19, 2016, revised through April 27, 2017, Sheets 1 and 2; and

WHEREAS, Richard Kao has executed an Agreement with the Township of Denville; and

WHEREAS, Richard Kao agrees, at his own cost and expense, to complete and install all of the improvements set forth on the Sewer Extension Plan prepared by Housan Engineering, LLC, to restore Old Boonton Road to the satisfaction of the Township Engineer, and to resurface the portion of Old Boonton Road wherein the road has been opened for a distance of 320 feet for the entire width after a two (2) year settlement period and within three (3) years of the date of this Agreement, and to comply with all of the conditions set forth in the Agreement and all applicable ordinances, rules and regulations of the Township and other agencies of entities having jurisdiction.

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 Mayor and Municipal Clerk are hereby authorized to execute an Agreement with Richard Kao for the installation of a gravity sewer extension in Old Boonton Road in the Township of Denville.

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 August 8, 2017.

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

THIS AGREEMENT, made this 28th day of July, 2017 by and between:

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

(Hereinafter the "Township")

and:

RICHARD KAO
40 Highview Road
Denville, NJ 07834

(Hereinafter the "Property Owner")

WITNESSETH:

WHEREAS, the Property Owner has applied for a Road Opening Permit for a sanitary
sewer extension to connect property owned by Property Owner located at Lot 5, Block 51201,
in the Township of Denville, Morris County, New Jersey, to the Township sewer collection system;
and

WHEREAS, the proposed sewer extension would serve an existing single-family home
described on a plan entitled, "Sewer Extension Plan, 48 Old Boonton Road, Township of Denville,
Block 51201, Lot 5", prepared by Houser Engineering, LLC, Ringwood, New Jersey, dated May
19, 2016, revised through April 27, 2017, Sheets 1 and 2 (the "Sewer Extension Plan"); and

WHEREAS, the Township is scheduled to resurface Old Boonton Road and the Property
Owner cannot comply with the Township's settlement requirements for roadway restoration; and

WHEREAS, the Property Owner and the Township wish to enter into an Agreement to
insure compliance with local ordinances and regulations and to set forth the rights, duties and
obligations of the parties in connection with the sanitary sewer extension.
NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein contained, the parties hereto, for themselves, their heirs, successors, and assigns, hereby agree as follows:

1. The Property Owner agrees to comply with all of the terms, conditions and obligations contained in the Treatment Works Approval (TWA) Permit issued by the New Jersey Department of Environmental Protection (NJDEP) dated July 18, 2017. (attached hereto as Exhibit A).

The Property Owner shall be responsible to obtain any and all necessary permits required by the local, county or state government, including but not limited to, a NJDEP TWA Permit, local road opening permit, Rockaway Valley Regional Sewerage Authority (RVRSA) connection permit, etc. and will pay all applicable fees for such permits and any required connection fees. Property Owner shall comply with all permit requirements imposed by all agencies. Property owner shall also coordinate and notify all agencies of the start of construction, including but not limited to the RVRSA.

2. Property Owner agrees to comply with all provisions of Chapter XV, Sewer and Water, of the Code of the Township of Denville and to pay all user fees and charges in accordance with the applicable ordinance sections.

3. The Property Owner agrees, at its own cost and expense, to complete and install all the improvements as set forth on the Sewer Extension Plan in connection with this project.

4. The Property Owner agrees that the sanitary sewer extension and related improvements and restoration work shall be subject to final inspection and approval by the Township Engineer and shall comply with all his recommendations, as well as those of any other agency having jurisdiction hereover.

5. The Property Owner shall be responsible to maintain Old Boonton Road and keep the same open to traffic at all times during construction.

6. The Property Owner agrees to start construction on August 9, 2017 or as soon as possible thereafter and complete all work by August 18, 2017
7. Prior to the commencement of any construction in connection with the project, the Property Owner shall comply, among other things, with the following:

   a) The Property Owner shall pay all inspection fee deposits in accordance with the ordinance; and

   b) The Property Owner shall post the required Performance Bond.

   c) The Property Owner shall furnish four (4) copies of NJDEP approved construction plans to the Township Engineer.

   d) A Traffic Control Plan shall be submitted to and approved by the Denville Police Department.

   e) Insurance Certificates for all Contractors and Subcontractors shall be provided to the Township.

8. The gravity sewer extension will be dedicated to and accepted by the Township and become a part of the Township's sewer system.

9. If any objectionable odors result from the sewer extension installation, the Property Owner shall implement measures to correct the situation to the satisfaction of the Township Engineer.

10. Property Owner agrees, at his expense, to resurface the portion of Old Boonton Road wherein the road has been opened for a distance of approximately 320 feet for the entire width of the roadway. The resurfacing shall be scheduled after a two (2) year settlement period and completed within three (3) years of the date of this Agreement.

11. To guarantee the performance of the terms and conditions of this Agreement, and furthermore, to guarantee that the Property Owner conforms with all appropriate ordinances, rules and regulations of the Township or the agencies having jurisdiction regarding the sewer extension and the repaving of Old Boonton Road, the Property Owner shall post a performance guarantee in the amount $84,816.00 for the estimated cost of the Improvements. The amount of $14,000 thereof shall be in the form of cash and the remainder shall be in the form of a surety bond or other
collateral acceptable to the Township and its attorney, expressly conditioned upon the satisfactory performance of all the work herein set forth within the time as herein stipulated or as hereafter agreed upon and upon the satisfactory performance of the Property Owner and compliance with all Township ordinances, and applicable rules and regulations of the Township and those agencies having jurisdiction. The Engineer's bond estimate is attached as Exhibit B. The cash portion of the bond shall not be reduced until the resurfacing portion of the work is complete.

12. Upon default by the Property Owner of his obligation under this Agreement, the Township shall be entitled to all the rights and remedies provided by general law and case law. It is also agreed that at the option of the Township, the Township can demand specific performance of the within Agreement, or, in the alternative, payment of costs, expenses, fees and damages in order to fulfill the terms of this Agreement and the requirements of all other applicable ordinances, rules and regulations of the Township and other agencies having jurisdiction, without first doing the work at its own cost and expense.

The Property Owner shall be responsible for all the attorneys' fees and costs of suit and any other additional municipal expenses incurred as a result of the enforcement of this Agreement, provided the Township is the prevailing party in any such litigation.

13. Upon default by the Property Owner under this Agreement, the Township shall be entitled to immediately restore and resurface the subject roadway.

14. This Agreement, and all the terms and conditions herein set forth, shall be fully binding on any successor in title of the Property Owner. This Agreement shall be recorded in the Office of the Morris County Clerk by the Township at the expense of the Property Owner.

15. The Property Owner covenants and agrees to indemnify and hold harmless the Township, its officers, agents and servants and each and every one of them against and from any and all liability, suits and cost of every name and description and from all damages to which said Township or any of its officers, agents or servants may be put with respect to any personal or other injury, loss or property damage the Township may suffer as a result of the
carelessness in the performance of said work or through the negligence of said Property Owner or
through improper or defective machinery, implements or appliances used by the Property Owner,
its agent or agents or as a result of any claim, demand, cost or judgment that may be made
against it arising out of this Agreement for the performance of the obligations thereof, unless the
said liability, loss or damage is caused by or arises out of the negligence of the Township, its
officers, agents or employees.

16. The Property Owner shall take all precautions for the safety of all employees on the
work and shall comply with all the provisions of Federal, State and municipal regulations and
codes to prevent accidents or injuries to persons on or about or adjacent to the premises where
the work is being performed. The Property Owner or his Contractor shall procure insurance for
public personal injury liability and property damage liability including contingent liability and
contractual liability which might result from the performance of the work required under this
Agreement and shall provide the Township with a Certificate of Insurance designating the
Township as an additional insured under each said policy in which insurance coverage shall be in
the following amounts:

- One person in any occurrence $1,000,000.00
- Two or more persons in any one occurrence $1,000,000.00
- Property damage in any one occurrence $1,000,000.00
- Aggregate property damage limit $1,000,000.00

The Property Owner further covenants and agrees that he or his Contractor will provide
automobile liability and property damage insurance coverage and provide the Township with a
Certificate of Insurance designating the Township as an additional insured under said policy,
which insurance coverage shall be in the following amounts:

- Bodily injury, each person $1,000,000.00
- Bodily injury, each occurrence $1,000,000.00
- Property damage $1,000,000.00

The Property Owner further covenants and agrees that he or his Contractor will provide
worker's compensation insurance coverage for employees or will require evidence of such
coverage to be supplied by any subcontractor who may be employed to perform the work under this Agreement.

17. When the sanitary sewer extension and road resurfacing work has been installed and certified by the Township Engineer to be complete, the Property Owner shall be required to post a two-year maintenance guarantee, which shall run from the date of acceptance, in an amount equal to 15% of the Performance Bond.

18. No modification, changes or amendments to this Agreement shall be enforceable unless same are in writing and approved by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated on the attached acknowledgments.

ATTEST: TOWNSHIP OF DENVILLE

Kathy Bowditch-Leon, RMC

By: Thomas W. Andes, Mayor

WITNESS:

RICHARD KAO
Re: Treatment Works Approval No. 17-0278
Old Boonton Road Sewer Extension
Denville Township, Morris County

Gentlemen:

There is enclosed a Treatment Works Approval issued to you pursuant to Title 58 of the Revised Statutes of New Jersey and in consideration of your application received on 07/05/2017 signed by Steven Ward, Township Administrator, and Jeffrey R. Houser, P.E.

This approval is valid for a period of two (2) years from the issuance date, unless otherwise stated in the attached approval document. This approval shall expire unless building, installing or modifying of the treatment works has begun within the initial approval period. Treatment works approvals may be extended beyond the original two-year approval date, to a maximum period of five years from the original issuance date, in accordance with the terms and conditions contained in N.J.A.C. 7:14A-22.12. A time extension request must be received by the Department prior to the permit’s expiration date. Time extension requests shall be submitted to the Bureau of Environmental, Engineering & Permitting (BEEP) at the address noted in the heading of this letter.

Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed Form WQM005 (Certification of Completion) to BEEP and the receiving sewage treatment plant, as indicated in the Treatment Works Approval under Part II - “General Conditions for Treatment Works Approvals”, Section B.

If you have any questions regarding the permit, please contact Trevor Shields of this office by calling (609) 984-4429.

Sincerely,

[Signature]

James Pontoriero, Supervisor
Bureau of Environmental, Engineering & Permitting

17-0278
Enclosure
cc: Houser Engineering, LLC
Rockaway Valley Regional Sewerage Authority
This permit grants permission to:
Construct and operate 315 LF of 8-inch PVC sanitary sewer extension to serve an existing single-family home and a proposed single-family home, known as Old Boonton Road Sewer Extension, Block 51201, Lot 5, Township of Denville, Morris County.

According to the plans entitled:
"Sewer Extension Plan, 48 Old Boonton Road, Township of Denville, Block 51201, Lot 5" prepared by Houser Engineering, LLC, dated May 19, 2016, last revised April 27, 2017, sheets 1 and 2 of 2.

and according to the specifications entitled:
"Construction Specifications for Old Boonton Road Sewer Extensions and Connection" prepared by Houser Engineering, LLC, last revised April 27, 2017.

Permit by: Trevor Shields, Project Engineer

APPROVED by the Department of Environmental Protection

Tracy Shevlin, P.E., Section Chief
Gautam R. Patel, Chief
Bureau of Environmental, Engineering & Permitting

This permit is also subject to special provisions and general conditions stipulated on the attached page(s) which are agreed to by the permittee upon acceptance of the permit.
PART I

PROVISOS

A. Project Specific Provisos

1. That pursuant to N.J.A.C. 7:10A-1 et. seq., an appropriate public wastewater collection system licensed operator will be required for your system.

2. That except as provided in N.J.A.C. 7:14A-22.4, any future sewer connections into the sanitary sewer system approved herein will require a treatment works approval from the N.J.D.E.P.

3. That all septic tanks, dosing tanks, seepage pits, dry wells and cesspools which are to be abandoned shall be emptied of wastes and removed or filled completely with gravel, stones or soil material in a manner which is acceptable to the administrative authority.

4. The issuance of this permit does not exempt the applicant of the responsibility to comply with all other permitting and regulatory requirements of the Department's Land Use Regulation Program, as applicable.
GENERAL CONDITIONS FOR TREATMENT WORKS APPROVALS

Section A. GENERAL CONDITIONS

1. This permit is revocable, or subject to modification or change, at any time, when in the judgment of the Department of Environmental Protection of the State of New Jersey such revocation, modification or change shall be necessary.

2. The issuance of this permit shall not be deemed to affect in any way action by the Department of Environmental Protection of the State of New Jersey on any future application.

3. The works, facilities, and/or activities shown by plans and/or other engineering data, which are this day approved, subject to the conditions herewith established, shall be constructed and/or executed in conformity with such plans and/or engineering data and the said conditions.

4. No change in plans or specifications shall be made except with the prior written permission of the Department of Environmental Protection of the State of New Jersey.

5. The granting of this permit shall not be construed to in any way affect the title or ownership of property, and shall not make the Department of Environmental Protection or the State a party in any suit or question of property.

6. This permit does not waive the obtaining of Federal or other State or local government consent when necessary. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.

7. A copy of this permit shall be kept at the work site, and shall be exhibited upon request of any person.

8. No treatment unit or conveyance system may be by-passed which would result in the discharge of untreated sewage into any of the waters of the state.

9. The full responsibility for adequate design, construction and operation of the treatment works, and the full responsibility for successful collection, treatment, and discharge of pollutants shall be on the applicant.

10. The issuance of approval by the Department shall not relieve the applicant of the continuing responsibility for the successful collection, treatment, or discharge of pollutants for the continuing compliance with any applicable effluent limitations, permits, regulations, statute, or other law.

11. Review and approval is based solely upon the information contained in the application and the contents of the engineer's report as certified by the licensed professional engineer as being in compliance with the Department's Rules and Regulations.
Section B. CONSTRUCTION COMPLETION CERTIFICATION

1. Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed WQM005 Certification of Completion, to the receiving sewage treatment plant (STP) and to the appropriate Bureau and address noted on the cover page of this approval. Failure to submit the certification within 30 days of completion of the project may be grounds for revocation of the permit. Should partial operation be required prior to completion, approval will be under local jurisdiction.

2. In cases where the project and the receiving treatment facility are one in the same, the WQM005 Certification of Completion form must be submitted to the Bureau and address noted on the cover page of this approval within 30 days of completion of the treatment works. Failure to submit the certification within this time period may be grounds for revocation of the permit.

Section C. PERMIT EXPIRATION AND EXTENSIONS OF TIME

1. This permit shall remain in force for a period of only two years from the date of approval unless stated otherwise within the special provisos, or construction of said works has begun within the approved time frame. Interruption of construction of said works for a period of more than two years may serve as a basis for permit revocation.

2. Treatment works approvals may be extended beyond the original two year approval date, to a maximum of five years from the original issuance date, in accordance with the terms and conditions in N.J.A.C. 7:14A-22.12, unless stated otherwise within the special provisos. A time extension request must be received by the Department prior to the permit's expiration date. Requests must be submitted to the Bureau and address noted on the cover page.

Section D. ADJUDICATORY HEARING REQUESTS

1. Pursuant to N.J.A.C. 7:14A-22.24 et seq., any interested person who considers himself or herself aggrieved by this action, may, within 10 days of publication of notice of the decision in the DEP Bulletin, request a hearing by addressing a written request for such hearing to the:

Office of Legal Affairs
Attention: Adjudicatory Hearing Requests
Department of Environmental Protection
P.O. Box 420, Mail Code 401-04L
Trenton, NJ 08625-0420

Such a request should include a completed Administrative Hearing Request Checklist and Tracking form for Approvals or Denials (enclosed herein for Denials). This form is required, as DEP is the transmitting agency to the Office of Administrative Law, pursuant to N.J.A.C. 1:1-8.2.
## Engineer's Opinion of Probable Costs

**Project:** 48 Old Boonton Road Sanitary Sewer Extension  
**Date:** 7/24/2017

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<th>Item No.</th>
<th>Item</th>
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<th>Unit Price</th>
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<td>Roadway Restoration</td>
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John K. Ruschke  
Borough Engineer - GE 37148