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

[Checkboxes]

Gabel Kuser Smith
Lyden Fitzpatrick Scollans
Golinski, Council President

In Attendance

[Checkboxes]

Mayor Andes Administrator Ward
Township Attorney Jansen Other: 

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

Presentation of Check by Jeff Dickerson of Foodtown to Susan Reinhardt, Chairperson of the Mayor’s Council for People with Challenges. Girl Scouts from Troop #512 will also take part in Presentation

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

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

Matters of Old/New Business

ORDINANCES FOR ADOPTION
None

ORDINANCES FOR INTRODUCTION
None

ITEMS FOR DISCUSSION AND/OR ACTION
Discussion of Videotaping of Public Meetings
RESOLUTIONS

CONSENT AGENDA:


R-15-225: Resolution Authorizing the Qualified Purchasing Agent to Award Contracts that Do Not Exceed the Bid Threshold Established Pursuant to N.J.S.A. 40A:11-3(c)

R-15-226: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate in the Amount of $773.97

R-15-227: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate in the Amount of $146.95

NON-CONSENT AGENDA:

R-15-228: Resolution Authorizing Change Order #1 for the Contract with Cifelli & Son General Contracting Decreasing the Amount of the Contract by $3,300.00

R-15-229: Resolution Authorizing Settlement of Certain Tax Appeals

R-15-230: Resolution Authorizing Change Order #1 for Phase I Contract with CMS Construction, Inc. for River Cleaning Project, for a Total Net Increase of $6,571.00

R-15-231: Resolution Authorizing Change Order #1 for Phase II of Contract with CMS Construction, Inc. for River Cleaning Project, for a Total Net Increase of $13,630.35

R-15-232: Resolution Authorizing an Agreement for Shared Services with the County of Morris for Public Health Educator Services

R-15-233: Resolution Authorizing the Reduction of the Performance Guarantee for Estling Village to the Amount of $890,824.80

R-15-234: Resolution Authorizing the Purchase of a Spok Guardian Next Generation 911 System

MINUTES FOR ADOPTION

• October 6, 2015

MOTION TO ADJOURN
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:

Ferrone

Healy

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 October 20, 2015.
RESOLUTION

WHEREAS, Darlene Price is a Qualified Purchasing Agent and received her certification in 2010; and

WHEREAS, Qualified Purchasing Agents may award contracts that do not exceed the bid threshold amount established by N.J.S.A. 40A:11-3(c) when so authorized by the governing body; and

WHEREAS, the bid threshold was increased effective July 1, 2015; and

WHEREAS, the Municipal Council wishes to authorize Darlene Price to award contracts under the bid threshold amount as may be adjusted from time to time by the Governor pursuant to N.J.S.A. 40A:11-3(c).

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 Darlene Price, the Qualified Purchasing Agent, is hereby authorized to award contracts that do not exceed the amount of the bid threshold established pursuant to N.J.S.A. 40A:11-3(c), in the name of the Township, and to advertise for bids for contracts to be awarded in amounts in excess of the bid threshold established pursuant to N.J.S.A. 40A:11-3(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 a resolution adopted by the Municipal Council at their meeting held on October 20, 2015.
RESOLUTION AUTHORIZING THE REFUND
OF MONEY DUE TO THE REDEMPTION
OF A TAX SALE CERTIFICATE

WHEREAS, the Township of Denville held a Tax Lien Sale on 10/6/2015 for Delinquent 2014 Calendar Year Water & Sewer and a Tax Sale Certificate was purchased by US Bank/For BVOOl Trust on Block 40807 Lot 378; and

WHEREAS, the owner of said property has paid to the Tax Collector all moneys due for the Redemption of said Tax Sale Certificate.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher to refund the amount shown below to the named lien holder; and

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

<table>
<thead>
<tr>
<th>BLOCK /LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>40807 378</td>
<td>US Bank /for BVOOl Trust</td>
<td>$773.97</td>
</tr>
<tr>
<td>Certificate #2015-017</td>
<td>50 South 16th St. Ste 1950 Philadelphia, PA 19102-2513</td>
<td></td>
</tr>
<tr>
<td>Loc: 4 East Shore Rd.</td>
<td>Premium Returned $7,200.00</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 October 20, 2015.

Certification Date: _______________________________ Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

WHEREAS, the Township of Denville held a Tax Lien Sale on 10/6/2015 for Delinquent 2014 Calendar Year Water and a Tax Sale Certificate was purchased by Richard Leonardis on Block 10701 Lot 5; and

WHEREAS, the owner of said property has paid to the Tax Collector all moneys due for the Redemption of said Tax Sale Certificate.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher to refund the amount shown below to the named lien holder; and

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

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>10701 5</td>
<td>Richard Leonardis</td>
<td>$146.95</td>
</tr>
</tbody>
</table>

Certificate #2015-001
Loc: 150 Casterline Road.

Premium Returned $300.00

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 October 20, 2015.

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

WHEREAS, the Township of Denville and Cifelli & Son General Contracting entered into a contract dated July 31, 2015 for Muriel Hepner Park Sidewalk Improvements; and

WHEREAS, John Ruschke, P.E. has recommended that a change order be authorized for an adjustment in contract quantities for a total decrease in the contract sum of $3,300.00; and

WHEREAS, the Township is agreeable to granting the requested changes as reflected in Change Order #1 which will decrease the contract sum from $64,200 to $60,900.

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 contract between the Township and Cifelli & Son General Contracting dated July 31, 2015 for Muriel Hepner Park Sidewalk Improvements, shall be amended as described in the attached Change Order #1; and that the Mayor and Township Clerk be authorized and directed to execute said Change Order #1 on behalf of the Township.

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 a resolution adopted by the Municipal Council at their meeting held on October 20, 2015.

Certification Dated: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
Change Order No. 1  
IN CONNECTION WITH THE MURIEL HEPNER PARK SIDEWALK IMPROVEMENT

CONTRACTOR  
Cifelli & Son General Contracting  
21 Pine Street  
Rockaway, NJ 07866

PROJECT:  
Muriel Hepner Park Sidewalk Improvements

OWNER:  
Township of Denville,  
a Municipal Corporation of the  
State of New Jersey  
1 St. Mary's Place  
Denville, New Jersey 07834

The Agreement between the Owner and Contractor for the Project, dated July 31, 2015 (hereinafter, "Agreement"), is hereby amended to reflect the following changes:

1. Adjustment in contract quantities for a reduction of $3,300

3. The Contract price is revised from $64,200 to $60,900.

All other terms and conditions set forth in the Agreement shall remain in full force and effect.

Approved by Owner
TOWNSHIP OF DENVILLE

______________________________  
Thomas W. Andes, Mayor

______________________________  
Kathryn Bowditch-Leon, Clerk

Dated:
RESOLUTION AUTHORIZING SETTLEMENT OF CERTAIN TAX APPEALS

WHEREAS, appeals of the 2008 - 2014 real property tax assessments of the following properties have been filed in the Tax Court of New Jersey:

<table>
<thead>
<tr>
<th>OWNER</th>
<th>BLOCK</th>
<th>LOT</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denville Realty LLC</td>
<td>21301</td>
<td>3</td>
<td>3055-3057 Route 10</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>20801</td>
<td>35</td>
<td>3176 Route 10</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>20801</td>
<td>42</td>
<td>3170 Route 10</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>20801</td>
<td>44</td>
<td>Route 10</td>
</tr>
<tr>
<td>China Oval by Charlie Brown's</td>
<td>41202</td>
<td>1</td>
<td>167 W. Main Street</td>
</tr>
</tbody>
</table>

WHEREAS, the Township Tax Assessor, attorney and appraisal expert are of the opinion that it is the best interest of the Township to settle these appeals.

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

1. The settlement of the following tax appeals filed at the Tax Court of New Jersey is hereby authorized as follows:

<table>
<thead>
<tr>
<th>CASE</th>
<th>YEAR</th>
<th>ORIGINAL ASSESSMENT</th>
<th>PROPOSED ASSESSMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denville Realty LLC</td>
<td>2008-2010</td>
<td>$3,150,000</td>
<td>$3,150,000</td>
</tr>
<tr>
<td>Denville Realty LLC</td>
<td>2010-2015</td>
<td>$3,150,000</td>
<td>$2,888,800</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>2011-2014</td>
<td>$183,000</td>
<td>$183,000</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>2011-2012</td>
<td>$2,363,500</td>
<td>$2,363,500</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>2013</td>
<td>$2,363,500</td>
<td>$2,101,500</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>2014</td>
<td>$2,363,500</td>
<td>$2,316,000</td>
</tr>
<tr>
<td>3170 Route 10, LLC</td>
<td>2011-2014</td>
<td>$778,400</td>
<td>$778,400</td>
</tr>
<tr>
<td>China Oval by Charlie Brown's</td>
<td>2012</td>
<td>$924,600</td>
<td>$924,600</td>
</tr>
<tr>
<td>China Oval by Charlie Brown's</td>
<td>2013</td>
<td>$924,600</td>
<td>$650,000</td>
</tr>
</tbody>
</table>

2. All municipal officials are hereby authorized to take whatever actions may be necessary to implement the terms of this Resolution.

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 a resolution adopted by the Municipal Council at their meeting held on October 20, 2015.

Certification Date

Kathryn Bowditch-Leon RMC
Municipal Clerk
RESOLUTION

WHEREAS, the Township of Denville and CMS Construction, Inc. entered into a contract dated December 10, 2014 for the Rockaway River Water Course Cleaning Project, Phase I; and

WHEREAS, John Ruschke, P.E. has recommended that a change order be authorized for changes in quantities and for additional de-snagging of the river in several locations for a total net increase in the contract sum of $6,571.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose; and

WHEREAS, the Township is agreeable to granting the requested changes as reflected in Change Order #1 which will increase the contract sum from $139,300 to $145,871.

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 contract between the Township and CMS Construction, Inc. dated December 10, 2014 for the Rockaway River Water Course Cleaning Project, Phase I, shall be amended as described in the attached Change Order #1; and that the Mayor and Township Clerk be authorized and directed to execute said Change Order #1 on behalf of the Township.

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 a resolution, adopted by the Municipal Council at their meeting held on October 20, 2015.

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

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

Date of Request 10/13/15

CERTIFICATION

CMS Construction Inc.
152 Sherman Ave.
Newark, NJ 07114
Name and Address of Contractor

Rockaway River Water Course Cleaning Project $20,201.55
Name of Description of Pending contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Grants</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-289-55-710</td>
<td>-$1,000.00</td>
<td>-$1,000.00</td>
</tr>
<tr>
<td>02-289-55-710</td>
<td>$14,630.55</td>
<td>14,630.55</td>
</tr>
<tr>
<td>02-289-55-710</td>
<td>-$21,610.00</td>
<td>-$21,610.00</td>
</tr>
<tr>
<td>02-289-55-710</td>
<td>$28,181.00</td>
<td>28,181.00</td>
</tr>
</tbody>
</table>

TOTAL $20,201.55

Signed: ____________________________

Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Grants</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-289-55-710</td>
<td>$20,201.55</td>
<td>$20,201.55</td>
</tr>
</tbody>
</table>

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

COMMENTS:
Fund availability are predicated on available budget

Michael J Guarino
Chief Financial Officer

10/13/15
The Agreement between the Owner and Contractor for the Project, dated December 10, 2014 (hereinafter, "Agreement"), is hereby amended to reflect the following changes:

1. Adjustment in contract quantities for a reduction of $21,610.
2. Additional de-snagging in several locations for an increase of $28,181.
2. The Contract price is revised from $139,300 to $145,871.

All other terms and conditions set forth in the Agreement shall remain in full force and effect.

Approved by Owner
TOWNSHIP OF DENVILLE

Thomas W. Andes, Mayor

Kathryn Bowditch-Leon, Clerk

Dated:
CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE
   Township of Denville

2. PROJECT NO.

3. CONTRACT NO.
   Phase I

4. MODIFICATION NO.

5. TO CONTRACTOR
   CMS Construction, INC.
   162 Sherman Ave.
   Newark, NJ 07114

6. PROJECT LOCATION AND DESCRIPTION
   Township of Denville
   Rockaway River Water Course Cleaning Project
   Phase I

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 3. A detailed breakdown of prime and subcontracted costs (see the clause of this contract entitled "Changes") DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed.

   John K. Ruschke, PE, Project Engineer
   Date Typed Name and Title
   Signature

8. DESCRIPTION OF CHANGE:
   Pursuant to the clause of this contract entitled "Changes", the contractor shall furnish all plant, labor and material, and shall perform all work necessary to accomplish the following described work:

   This Contract Modification is for the cost of the following items of additional work:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For excavation of sediment within the Twp. of Denville at Pocono Road Bridge</td>
<td>$35.00</td>
<td>80</td>
<td>($2,800.00)</td>
</tr>
<tr>
<td>1.2A</td>
<td>For transportation &amp; disposal of non-regulated sediment</td>
<td>$60.00</td>
<td>198</td>
<td>($11,880.00)</td>
</tr>
<tr>
<td>1.2B</td>
<td>For surcharge (cost above 1.2A) of transportation and disposal</td>
<td>$35.00</td>
<td>198</td>
<td>($6,930.00)</td>
</tr>
<tr>
<td>CO-1</td>
<td>For Removal of branches, small debris, etc. in several locations within the</td>
<td>$28,181.00</td>
<td>1</td>
<td>$28,181.00</td>
</tr>
<tr>
<td></td>
<td>Rockaway River, Complete</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   As a result of the above, the contract price is revised as follows:

   TOTAL COST OF THIS MODIFICATION $8,571.00

   The contract time hereby increases by 0 calendar days as a result of this modification.

   The foregoing modification is hereby accepted:

   CMS Construction, INC. (seal)
   CONTRACTOR
   Hatch Mott MacDonald, LLC
   ENGRINEER
   DATE

   Township of Denville
   OWNER
   DATE

   NJDEP
   APPROVAL
   DATE
NOTE: Sign and return original and copies; retain one copy for your file.

<table>
<thead>
<tr>
<th>NET INCREASE</th>
<th>NET DECREASE</th>
<th>CALENDAR DAYS INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28,181.00</td>
<td>($21,610.00)</td>
<td>0 DAYS</td>
</tr>
</tbody>
</table>

(Proposed)

Expand scope to include the desnagging (removal of branches, small debris, etc.) of the Rockaway River in several locations. Locations of desnagging within the River include, but are not limited to:
1. Rockaway River, behind Gardner Field
2. Rockaway River, Behind Riverside Drive Park
3. Rockaway River, Behind Town Gardens
4. Rockaway River, Behind stores on Broadway/Bloomfield Avenue
5. Between Lake Arrowhead and Rockaway River behind Saint Clare's Hospital/Parking Lot
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS

Expand scope to include the desnagging (removal of branches, small debris, etc.) of the Rockaway River in several locations. Locations of desnagging within the River include, but are not limited to:
1. Rockaway River, behind Gardner Field
2. Rockaway River, Behind Riverside Drive Park
3. Rockaway River, Behind Town Gardens
4. Rockaway River, Behind stores on Broadway/Bloomfield Avenue
5. Between Lake Arrowhead and Rockaway River behind Saint Clare’s Hospital Parking Lot

19. OTHER IMPACTS RESULTANT FROM THIS CHANGE

There are no other impacts to the contract.

20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Issuing Office Representative)

Not Applicable
RESOLUTION

WHEREAS, the Township of Denville and CMS Construction, Inc. entered into a contract dated February 17, 2015 for the Rockaway River Water Course Cleaning Project, Phase II; and

WHEREAS, John Ruschke, P.E. has recommended that a change order be authorized for changes in quantities and for additional de-snagging of the river in several locations for a total net increase in the contract sum of $13,630.65; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purpose; and

WHEREAS, the Township is agreeable to granting the requested changes as reflected in Change Order #1 which will increase the contract sum from $69,500 to $83,130.65.

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 contract between the Township and CMS Construction, Inc. dated February 17, 2015 for the Rockaway River Water Course Cleaning Project, Phase II, shall be amended as described in the attached Change Order #1; and that the Mayor and Township Clerk be authorized and directed to execute said Change Order #1 on behalf of the Township.

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 a resolution, adopted by the Municipal Council at their meeting held on October 20, 2015.

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

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

Date of Request: 10/13/15

Certification # 15-16

.cms Construction Inc.
152 Sherman Ave.
Newark, NJ 07114
Name and Address of Contractor

Rockaway River Water Course Cleaning Project

<table>
<thead>
<tr>
<th>Name of Description of Pending contract</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rockaway River Water Course Cleaning Project</td>
<td>$20,201.55</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Grants</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>02-289-55-710</td>
<td>-$1,000.00</td>
<td>-$1,000.00</td>
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<tr>
<td>02-289-55-710</td>
<td>$14,630.55</td>
<td>14,630.55</td>
</tr>
<tr>
<td>02-289-55-710</td>
<td>-$21,610.00</td>
<td>-$21,610.00</td>
</tr>
<tr>
<td>02-289-55-710</td>
<td>$28,181.00</td>
<td>28,181.00</td>
</tr>
</tbody>
</table>

TOTAL $20,201.55

Signed: ________________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

02-289-55-710 $20,201.55

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

COMMENTS:
Fund availability are predicated on available budget

Michael J Guarino
Chief Financial Officer
Date: 10/13/15

CERT15-16
Change Order No. 1
ROCKAWAY RIVER WATER COURSE CLEANING PROJECT, PHASE II

CONTRACTOR
CMS Construction, Inc.
152 Sherman Ave.
Newark, NJ 07114

PROJECT:
Rockaway River Water Course Cleaning Project
Phase II

OWNER:
Township of Denville,
a Municipal Corporation of the
State of New Jersey
1 St. Mary's Place
Denville, New Jersey 07834

The Agreement between the Owner and Contractor for the Project, dated February 17, 2015 (hereinafter, "Agreement"), is hereby amended to reflect the following changes:

1. Adjustment in contract quantities for a reduction of $1,000.
2. Additional de-snagging in several locations for an increase of $14,630.55.

The Contract price is revised from $69,500 to $83,130.65.

All other terms and conditions set forth in the Agreement shall remain in full force and effect.

Approved by Owner
TOWNSHIP OF DENVILLE

______________________________
Thomas W. Andes, Mayor

______________________________
Kathryn Bowditch-Leon, Clerk

Dated:
CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE
   Township of Denville

2. PROJECT NO.

3. CONTRACT NO.
   Phase II

4. MODIFICATION NO.
   1

5. TO CONTRACTOR
   CMS Construction, INC.
   152 Sherman Ave.
   Newark, NJ 07114

6. PROJECT LOCATION AND DESCRIPTION
   Township of Denville
   Rockaway River Water Course Cleaning Project
   Phase II

A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment herein. Submit your proposal in space indicated on page 2. Attach detailed breakdown of prime and subcontract costs. (See the clause of this contract entitled "Changes") DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed.

John K. Ruschke, PE, Project Engineer
Date: ______________________
Typed Name and Title: ______________________
Signature: ______________________

8. DESCRIPTION OF CHANGE:

Pursuant to the clause of this contract entitled "Changes", the contractor shall furnish all plant, labor and materials, and shall perform all work necessary to accomplish the following described work:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>ESTIMATED QUANTITY</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For excavation of sediment within the Twp. of Denville at Diamond Spring Road Bridge</td>
<td>$35.00</td>
<td>80</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>1.2A</td>
<td>For transportation &amp; disposal of non-regulated sediment</td>
<td>$90.00</td>
<td>19.27</td>
<td>$1,734.30</td>
</tr>
<tr>
<td>1.2B</td>
<td>For surcharge (Cost above Item 1.2A) of transportation &amp; disposal of sediment if classified as a regulated solid waste</td>
<td>$5.00</td>
<td>19.27</td>
<td>$96.35</td>
</tr>
<tr>
<td>1.6</td>
<td>For off-duty Municipal Police</td>
<td>$1,000.00</td>
<td>-1</td>
<td>($1,000.00)</td>
</tr>
<tr>
<td>CO-1</td>
<td>For Removal of branches, small debris, etc. in several locations within the Rockaway River, Complete.</td>
<td>$10,000.00</td>
<td>1</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

As a result of the above, the contract price is revised as follows:

TOTAL COST OF THIS MODIFICATION $13,830.65

The contract time hereby increases by 0 calendar days as a result of this modification.

The foregoing modification is hereby accepted:

CMS Construction, INC. (seal)
CONTRACTOR

Hatch Mott MacDonald, LLC
ENGINEER

Township of Denville
OWNER

DATE

APPROVAL:
NJDEP
DATE


**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE (PAGE 2)**

<table>
<thead>
<tr>
<th>0. ISSUING OFFICE</th>
<th>10. PROJECT NO.</th>
<th>11. CONTRACT NO.</th>
<th>12. MODIFICATION NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township of Denville</td>
<td></td>
<td>Phase II</td>
<td>1</td>
</tr>
</tbody>
</table>

**CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE**

(Detailed breakdown, attach additional sheets as necessary)

<table>
<thead>
<tr>
<th>NET INCREASE</th>
<th>NET DECREASE</th>
<th>CALENDAR DAYS INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$14,630.65</td>
<td>($1,000.00)</td>
<td>0</td>
</tr>
</tbody>
</table>

(Proposed)

Expand scope to include the desnagging (removal of branches, small debris, etc.) of the Rockaway River in several locations.

Locations of desnagging within the River include, but are not limited to:
1. Rockaway River, behind Gardner Field
2. Rockaway River, Behind Riverside Drive Park
3. Rockaway River, Behind Town Gardens
4. Rockaway River, Behind stores on Broadway/Bloomfield Avenue
5. Between Lake Arrowhead and Rockaway River behind Saint Clare's Hospital/Parking Lot

---

**DATE**

**TYPED NAME AND TITLE**

CMS Construction, INC.
President

**SIGNATURE**
<table>
<thead>
<tr>
<th>14. ISSUING OFFICE &amp; PROJECT NO.</th>
<th>15. CONTRACT NO.</th>
<th>16. MODIFICATION NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Township of Denville</td>
<td>Phase II</td>
<td>1</td>
</tr>
</tbody>
</table>

| 17. ORIGINAL CONTRACT BID PRICE = | 9 | $69,500.00 |
| TOTAL OF PREVIOUS CHANGE ORDERS = | 5 | 0.00 |
| TOTAL CHANGE ORDERS TO DATE = | 5 | 13,630.65 |

18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS

Expand scope to include the desnagging (removal of branches, small debris, etc.) of the Rockaway River in several locations. Locations of desnagging within the River include, but are not limited to:
1. Rockaway River, behind Gardner Field
2. Rockaway River, Behind Riverside Drive Park
3. Rockaway River, Behind Town Gardens
4. Rockaway River, Behind stores on Broadway/Bloomfield Avenue
5. Between Lake Arrowhead and Rockaway River behind Saint Clare's Hospital Parking Lot

19. OTHER IMPACTS RESULTANT FROM THIS CHANGE

There are no other impacts to the contract.

20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Issuing Office Representative)

Not Applicable

<table>
<thead>
<tr>
<th>DATE</th>
<th>TYPED NAME AND TITLE OF ISSUING OFFICE REPRESENTATIVE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>John K. Ruschke P.E., Project Engineer</td>
<td></td>
</tr>
</tbody>
</table>
WHEREAS, the Township of Denville wishes to enter into a contract with the County of Morris for health educator services for calendar year 2016; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to N.J.S.A. 26:3A2-1 et seq., N.J.S.A. 40A:65-1 et seq. and other applicable statutes and regulations; and

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

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

1. That the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement for Public Health Services for the services of a Certified Health Education Specialist with the County of Morris for calendar year 2016 at a cost of $1,890.

2. A copy of the Agreement is on file in the office of the Township 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 a resolution, adopted by the Municipal Council at their meeting held on October 20, 2015.
SHARED SERVICES AGREEMENT FOR PUBLIC HEALTH SERVICES

THIS AGREEMENT is made this ___ day of _______ 20___, by and between the County of Morris, Department of Law & Public Safety, Office of Health Management, with offices located at 634 West Hanover Avenue, Morris Township, NJ 07961 (hereinafter called the “Provider”) and the Township of Denville, with offices located at 1 St. Mary’s Place, Denville, NJ 07834 (hereinafter called the “Recipient”).

WHEREAS, the Provider and the Recipient seek to enter into a Shared Services Agreement for the furnishing of local health services to the Recipient by the Provider in accordance with the Local Health Services Act as codified at N.J.S.A. 26:3A2-1, et seq.;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties agree as follows:

1. The Provider shall provide the services of a Health Educator who is credentialed as a Certified Health Education Specialist (C.H.E.S.) in accordance with N.J.A.C. 8:52-1.1 et seq., Public Health Practice Standards of Performance for Local Boards of Health in New Jersey.

2. Health Educator services to be provided to the Recipient by the Provider are set forth in the Program Proposal for Local Health Services attached hereto and marked as “Exhibit A”.

3. The Health Officer shall manage and supervise all public health personnel providing services to the Recipient under the terms of this agreement pursuant to N.J.A.C. 8:52-1.1, et seq.

4. The Health Officer shall furnish the Recipient’s Township Administrator with monthly reports of all services rendered to the Recipient including services provided under the terms of this agreement.
5. It is understood that the Provider and Recipient shall meet periodically as may be deemed necessary by either party. Joint discussion will involve mutual problems and needs, objectives, methods of obtaining objectives and an evaluation of accomplishments.

6. It is understood that the term of this Agreement shall begin January 1, 2016 and terminate on December 31, 2016 unless extended or renegotiated to the mutual satisfaction of both the Provider and the Recipient prior to the termination date, and shall take effect following adoption of appropriate Resolutions by each of the contracting parties.

7. The Recipient shall pay the Provider for the services provided under the terms of this Agreement as follows:

   (a) A total of $1,890.00 for calendar year 2016.

8. Payment shall be made within thirty (30) days of submission of an invoice from the Provider to the Recipient or by other means as agreed by the Chief Fiscal Officers of both parties.

9. The term of this Agreement shall be January 1, 2016 through December 31, 2016. Either Party may terminate this Agreement by giving one hundred eighty (180) days written notice to the other party. All written notices referenced in this paragraph shall be delivered to the Recipient at Township of Denville, 1 St. Mary’s Place, Denville, NJ 07834 and to the Provider at County of Morris, P.O. Box 900, Morristown, NJ 07963.

10. The Parties agree that the consideration set forth in this Agreement shall remain in full force and effect for the entire term of the Agreement, regardless of any and all increases in costs to the respective Parties for labor, materials, and equipment, as well as any taxes that may now be, or may be in the future, assessed against the Parties in connection with the Parties’ responsibility under this Agreement, and regardless of
whether such increased costs occur as a result of any rule, regulation, statute, or requirement of any governmental agency or otherwise.

11. The Parties shall keep work under their control and shall not assign, transfer, sublet, or otherwise dispose of this Agreement, or any right or responsibility hereunder, without previous consent in writing by the Provider and Recipient, unless by and with the like consent of Provider and Recipient. Consent by the Provider and Recipient of an assignment of this agreement shall not, in any way, release Parties from their covenants and terms of this Agreement and the duties imposed hereunder.

12. In addition to the other rights and remedies of the parties herein, the Township of Denville agrees to indemnify and hold harmless the County of Morris, 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 of the Township of Denville’s personnel arising out of this Agreement or any of the obligations assumed by the Township of Denville hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Township of Denville is solely or jointly responsible for such liability. In the event it is determined by a Court that the Township of Denville is not solely responsible for said liability, then the Township of Denville’s liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the Township of Denville. The Township of Denville, upon notice from the County, shall resist and defend, at the expense of the Township of Denville, such action or proceeding with counsel reasonably satisfactory to the County. In addition, at its option, the County may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Township of Denville’s obligation under this paragraph.

13. In addition to the other rights and remedies of the parties herein, the County agrees to indemnify and hold harmless the Township of Denville, including its 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 the County arising out of this agreement or any of the obligations assumed by the County hereunder, provided it is determined by a Court having the appropriate jurisdiction that the County is solely or jointly responsible for such liability. In the event it is determined by the court that the County is not solely responsible for said liability, then the County’s liability shall be limited to that degree of liability determined by said Court to be the proportionate liability of the County. The County, upon notice from the Township of Denville, shall resist and defend, at the expense of the County, such action or proceeding with counsel reasonably satisfactory to the Township of Denville. In addition, at its option, the Township of Denville may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the County’s obligation under this paragraph.

14. The Municipality agrees (a) that the law of the State of New Jersey shall be the operative law in this agreement and in any subsequent contract or any related matters; and (b) that the Municipality submits to the jurisdiction of the courts of the State of New Jersey as to claims or disputes arising out of this agreement or any subsequent contract based on this agreement. This provision shall govern in spite of language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to the agreement.
IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST:

Diane M. Ketchum
CLERK OF THE BOARD

Kathryn A. DeFillippo
FREEHOLDER DIRECTOR

ATTEST:

Kathryn Bowditch-Leon, RMC
MUNICIPAL CLERK

Thomas Andes
MAYOR
EXHIBIT A

PROGRAMMATIC PROPOSAL
FOR LOCAL HEALTH SERVICES & ACTIVITIES

County of Morris, Department of Law & Public Safety, Office of Health Management
AND
Township of Denville

The Provider shall furnish the following local health services to the Recipient:

A. Health Education & Promotion: Provision of a certified Health Educator to plan, implement, and evaluate health education programs and/or interventions in accordance with N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey in areas such as: alcohol and drug abuse control; smoking prevention and cessation; nutrition; injury control; physical fitness and exercise; emergency preparedness; chronic disease (diabetes, cardiovascular, cancer); communicable disease control.
RESOLUTION

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

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

WHEREAS, the Township Engineer performed an inspection and by letter of September 23, 2015, attached hereto, recommended that the performance guarantee be reduced to $890,824.80 to secure the completion of the remainder of the improvements as set forth therein.

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

1. That the recommended reduction in the performance guarantee required for Estling Village, LLC from $1,041,937.08 to $890,824.80 is hereby approved and authorized.

2. That the difference between the balance of the cash guarantee currently on deposit with the Township and the sum of $89,082.48 be returned to Estling Village, LLC upon approval by the Township Attorney of an amended Irrevocable Standby Letter of Credit or other satisfactory form of performance guarantee.

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

This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council at their meeting held on October 20, 2015.

Certification Dated: ________________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
September 23, 2015

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

Reference: Estling Village
Denville, New Jersey
Performance Bond Reduction – Request #1

Dear Mr. Ward:

I am in receipt of a letter dated August 10, 2015 from Joseph M. Forgione of JMF Properties, LLC wherein he requests approval of the partially completed improvements for the subject project and a corresponding reduction in the amount of the performance guarantee.

An updated copy of the Estimate of Work Completed and Performance Guaranty Amount spreadsheet is attached that lists the completed, tested and approved improvements and those improvements that remain unfinished, untested, and/or unapproved.

Although the sanitary sewer utility has been installed, numerous sections of the sewer main remain untested and/or unapproved. The following sections of sanitary sewer failed the required mandrill test and have not been retested: MH#8 – MH#9, MH#9-MH#20, MH#11-MH#12 & MH#10-MH#11. The following section of sanitary sewer did not receive a mandrill test: MH#16-MH#17. The following section of sanitary sewer did not receive a new air test or mandrill test after MH#13 was relocated: MH#13-MH#16. There are no records of testing for the following sections of sanitary sewer: MH#5-MH#6 and MH#6-MH#7.

Furthermore, due to field conditions, additional restoration is required in the roadways. The bond estimate has been revised to account for this additional restoration. The attached bond estimate outlines the additional restoration required.

I have determined that the unfinished, untested, and/or unapproved site improvements on this project are as listed on the attached estimate which indicates a total construction cost of $742,354.00 for the remaining work.

The performance guarantee posted with the Township in the amount of $1,041,937.68 may be reduced to $890,824.80. Ten percent of the guarantee
($89,082.48), should be in cash, and $801,742.32 should be in the form of a bond approved by the Municipal Attorney as summarized in the following:

<table>
<thead>
<tr>
<th></th>
<th>Original Bonded Amount @ 120%</th>
<th>Recommended Reduction for Work Completed @ 120%</th>
<th>Remaining Performance Guaranty @ 120%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond</td>
<td>$937,743.37</td>
<td>$136,001.05</td>
<td>$801,742.32</td>
</tr>
<tr>
<td>Check</td>
<td>$104,193.71</td>
<td>$15,111.23</td>
<td>$89,082.48</td>
</tr>
<tr>
<td>Total</td>
<td>$1,041,937.08</td>
<td>$151,112.28</td>
<td>$890,824.80</td>
</tr>
</tbody>
</table>

If there are any questions regarding this matter, including the attached updated cost estimate and above computed figures, please do not hesitate to contact me.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald

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

JKR:sja
Enclosure

CC: Paula DeBona, Esq.,
    Joseph M. Forgione, JMF Properties, LLC
## Engineer's Opinion of Probable Costs

**Project:** Estling Village  
**Date:** 9/23/15

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Qty Remaining</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Pavement</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>HMA Surface Course, 9.5M64</td>
<td>267</td>
<td>Tons</td>
<td>$80.00</td>
<td>$21,360.00</td>
</tr>
<tr>
<td>1.2</td>
<td>HMA Base Course, 12.5M64**</td>
<td>689</td>
<td>Tons</td>
<td>$80.00</td>
<td>$55,144.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Comp. DGA Subbase</td>
<td>365</td>
<td>Tons</td>
<td>$25.00</td>
<td>$9,125.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Mill Asphalt Pavin 1.5&quot; Thick</td>
<td>3,091</td>
<td>Y</td>
<td>$3.00</td>
<td>$9,273.00</td>
</tr>
<tr>
<td><strong>1A</strong></td>
<td>24' Wide Road Restoration (Sta. 19+75-25+00)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1A.1</td>
<td>HMA Surface Course, 9.5M64, 1.5&quot;</td>
<td>124</td>
<td>Tons</td>
<td>$80.00</td>
<td>$9,912.00</td>
</tr>
<tr>
<td>1A.2</td>
<td>HMA Base Course, 12.5M64, 3&quot;</td>
<td>248</td>
<td>Tons</td>
<td>$80.00</td>
<td>$19,824.00</td>
</tr>
<tr>
<td>1A.3</td>
<td>Topsoil</td>
<td>1,050</td>
<td>LF</td>
<td>$5.00</td>
<td>$5,250.00</td>
</tr>
<tr>
<td><strong>Subtotal 1A:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$34,986.00</td>
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<tr>
<td><strong>1B</strong></td>
<td>24' Wide Road Restoration (Sta. 10+50-19+75)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1B.1</td>
<td>HMA Surface Course, 9.5M64, 1.5&quot;</td>
<td>218</td>
<td>Tons</td>
<td>$80.00</td>
<td>$17,464.00</td>
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<tr>
<td>1B.2</td>
<td>HMA Base Course, 12.5M64, 3&quot;</td>
<td>437</td>
<td>Tons</td>
<td>$80.00</td>
<td>$34,928.00</td>
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<tr>
<td>1B.3</td>
<td>Topsoil</td>
<td>1,850</td>
<td>LF</td>
<td>$5.00</td>
<td>$9,250.00</td>
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<td><strong>Subtotal 1B:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$61,642.00</td>
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<tr>
<td>2</td>
<td><strong>Sanitary Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>4&quot; SDR-35 Sanitary Sewer Piping</td>
<td>608</td>
<td>LF</td>
<td>$26.00</td>
<td>$15,808.00</td>
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<tr>
<td>2.2</td>
<td>4&quot; Sanitary Clean-out Assemblies</td>
<td>23</td>
<td>Each</td>
<td>$650.00</td>
<td>$14,950.00</td>
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<tr>
<td>2.3</td>
<td>8&quot; SDR-35 Sanitary Sewer Piping</td>
<td>1295</td>
<td>LF</td>
<td>$75.00</td>
<td>$97,125.00</td>
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<td>2.4</td>
<td>NJDOT 48&quot; Sanitary Sewer Manholes</td>
<td>5</td>
<td>Each</td>
<td>$3,000.00</td>
<td>$15,000.00</td>
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<td><strong>Subtotal 2:</strong></td>
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<td></td>
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<td>$142,883.00</td>
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<tr>
<td>3</td>
<td><strong>Concrete</strong></td>
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<tr>
<td>3.1</td>
<td>Granite Block Curb</td>
<td>885</td>
<td>LF</td>
<td>$21.00</td>
<td>$18,585.00</td>
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<td><strong>Subtotal 3:</strong></td>
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<td></td>
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<td>$18,585.00</td>
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<td>4</td>
<td><strong>Potable Water Main</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>8&quot; DIP Water Main</td>
<td>548</td>
<td>LF</td>
<td>$100.00</td>
<td>$54,800.00</td>
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<tr>
<td>4.2</td>
<td>4&quot; DIP Water Main</td>
<td>567</td>
<td>LF</td>
<td>$75.00</td>
<td>$42,525.00</td>
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<tr>
<td>4.3</td>
<td>2&quot; Copper Pipe</td>
<td>520</td>
<td>LF</td>
<td>$40.00</td>
<td>$20,800.00</td>
</tr>
<tr>
<td>4.4</td>
<td>1.5&quot; Copper Pipe</td>
<td>253</td>
<td>LF</td>
<td>$35.00</td>
<td>$8,855.00</td>
</tr>
<tr>
<td>4.5</td>
<td>Fire Hydrant Assemblies</td>
<td>5</td>
<td>Each</td>
<td>$5,000.00</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>4.6</td>
<td>8&quot; Gate Valve</td>
<td>8</td>
<td>Each</td>
<td>$900.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>4.7</td>
<td>4&quot; Gate Valve</td>
<td>6</td>
<td>Each</td>
<td>$500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Subtotal 4:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$162,180.00</td>
</tr>
<tr>
<td>5</td>
<td><strong>Storm Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>Type 'B' Inlet</td>
<td>0</td>
<td>Each</td>
<td>$2,400.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>5.2</td>
<td>Type 'A' Inlet</td>
<td>0</td>
<td>Each</td>
<td>$2,000.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>5.3</td>
<td>15&quot; RCP</td>
<td>0</td>
<td>LF</td>
<td>$60.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal 5:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,460.00</td>
</tr>
<tr>
<td>6</td>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1</td>
<td>Access Road</td>
<td>1</td>
<td>LS</td>
<td>$220,000.00</td>
<td>$220,000.00</td>
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<tr>
<td>6.2</td>
<td>Bike Lane Striping</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>6.3</td>
<td>Lighting - Estling Lake Road</td>
<td>2</td>
<td>Each</td>
<td>$1,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Subtotal 6:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$224,500.00</td>
</tr>
</tbody>
</table>

*10% of the original cost of Subtotal 5 withheld to cover settings basings to grade & additional block work required.**  

| Original Construction Amount: | $868,280.00 |
| Reduced Construction Amount: | $742,354.00 |
| Reduced Performance Guarantee: | $890,824.80 |

**John K. Rusche**  
Borough Engineer - GE 37148
RESOLUTION

WHEREAS, The Township of Denville wishes to purchase a Spok Guardian Next Generation 911 System for the Denville Police Department; and

WHEREAS, said equipment can be purchased from Spok, Inc., 6850 Versar Center Drive, Suite 420, Springfield, Virginia 22151, through State Contract No. A83912; and

WHEREAS, the maximum amount of the contract is $130,000 in accordance with the attached quotation; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that a contract for the purchase of a Spok, Guardian Next Generation 911 System is hereby awarded to Spok, Inc., 6850 Versar Center Drive, Suite 420, Springfield, Virginia 22151, through State Contract No. A83912 and the Mayor and Township Clerk are hereby authorized to execute same.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk 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 October 20, 2015.
### ORDER FORM

<table>
<thead>
<tr>
<th>New Qty</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>PUBLIC SAFETY SOFTWARE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SPO-SL-GUARDPOS1UC</td>
<td>Guardian Call Taker Position License; first year software maintenance</td>
<td>$9,327</td>
<td>9,328</td>
</tr>
<tr>
<td>1</td>
<td>SPO-SL-BACKUPPOS1UC</td>
<td>Guardian Back Up Call Taker Position License</td>
<td>$4,778</td>
<td>4,778</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-STD-POS-SVR15+</td>
<td>Standard Position PC (includes 5 Yrs Manufacturer’s Maintenance w/ 4 Hour On Site Support)</td>
<td>$1,571</td>
<td>3,142</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-Monitore24m</td>
<td>Standard Monitor 23.5’</td>
<td>$977</td>
<td>1,954</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-911</td>
<td>Dual Line Recording Software License-911</td>
<td>$698</td>
<td>1,396</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-PACII</td>
<td>Position Audio Controller II w/ Jack Row</td>
<td>$2,264</td>
<td>4,528</td>
</tr>
<tr>
<td>10</td>
<td>SPO-P-HOSTE-MNP</td>
<td>Dual Prog/ Mono Headset w/PTT</td>
<td>$268</td>
<td>$2,680</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-DP-HANDSET-6W</td>
<td>Dual Prog Handset 6 Wires</td>
<td>$97</td>
<td>194</td>
</tr>
<tr>
<td>1</td>
<td>SPO-P-PNO-CIR</td>
<td>Network Color Laser Printer</td>
<td>$475</td>
<td>475</td>
</tr>
<tr>
<td>2</td>
<td>SPO-STD-82-GFC-P0S-100</td>
<td>MIS Position License</td>
<td>$179</td>
<td>358</td>
</tr>
</tbody>
</table>

**Public Safety Software Components subtotal**: $27,546

<table>
<thead>
<tr>
<th></th>
<th></th>
<th><strong>PUBLIC SAFETY HARDWARE</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SPO-SL-GUARDSCPTLC-FT</td>
<td>Guardian Controller License</td>
<td>$19,580</td>
<td>19,580</td>
</tr>
<tr>
<td>1</td>
<td>SPO-P-RT-KIC2SU-20ATL</td>
<td>2SU 4-Port Rack kit</td>
<td>$1,097</td>
<td>2,194</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-SSP-ADMS</td>
<td>Small Site ADMS/MIS Server</td>
<td>$3,862</td>
<td>$7,724</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-SSP-APPS+</td>
<td>Small Site PSAP APP Server</td>
<td>$4,698</td>
<td>$9,396</td>
</tr>
<tr>
<td>1</td>
<td>SPO-P-SSP-EXM</td>
<td>USB Keyboard, Mouse, 19.5’ Monitor</td>
<td>$169</td>
<td>338</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-HP-SCB-6P</td>
<td>6 Ports Serial to 100BT Converter</td>
<td>$1,360</td>
<td>$2,720</td>
</tr>
<tr>
<td>2</td>
<td>SPO-P-HW4P4CSE</td>
<td>1D VoIP Card for APP Server PCIe Slot</td>
<td>$6,074</td>
<td>$12,148</td>
</tr>
<tr>
<td>1</td>
<td>SPO-STD-82-GFC-SVR</td>
<td>MIS Base for Guardian Controller</td>
<td>$1,880</td>
<td>$3,760</td>
</tr>
</tbody>
</table>

**Common Network Equipment**: $12,587

<table>
<thead>
<tr>
<th></th>
<th></th>
<th><strong>PUBLIC SAFETY PROFESSIONAL SERVICES</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3.5</td>
<td>SPO-SV-FD1Daily</td>
<td>Project Management - Daily Rate</td>
<td>$1,150</td>
<td>$4,605</td>
</tr>
<tr>
<td>5</td>
<td>SPO-SV-FDMay5</td>
<td>System PM Secondary Rate - Daily rate</td>
<td>$1,150</td>
<td>$5,750</td>
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<tr>
<td>1</td>
<td>SPO-TR-TrainRM</td>
<td>Installation and Maintenance Course</td>
<td>$7,030</td>
<td>$7,030</td>
</tr>
<tr>
<td>1</td>
<td>SPO-TR-TrainAdmin</td>
<td>Admin Training</td>
<td>$1,200</td>
<td>$1,200</td>
</tr>
<tr>
<td>2</td>
<td>SPO-TR-CUTCoch</td>
<td>Cut-Over Coaching</td>
<td>$2,400</td>
<td>$4,800</td>
</tr>
<tr>
<td>2</td>
<td>SPO-SV-AVMgr-1yr</td>
<td>Anti-Virus Management per Pos - 1 year</td>
<td>$150</td>
<td>$300</td>
</tr>
<tr>
<td>2</td>
<td>SPO-SV-OSMgmt-2yr</td>
<td>OS Management - 1 year</td>
<td>$150</td>
<td>$300</td>
</tr>
<tr>
<td>1</td>
<td>SPO-SV-FAT-A</td>
<td>Factory Acceptance Testing Advanced</td>
<td>$970</td>
<td>$970</td>
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<tr>
<td>3.5</td>
<td>SPO-TR-ONVICW</td>
<td>System Technical Overview Training Daily Rate</td>
<td>$1,418</td>
<td>$4,254</td>
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</table>

**Professional Services subtotal**: $32,587

<table>
<thead>
<tr>
<th>2 Positions</th>
<th>SPO-MT-SSGUARD-01</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Positions</td>
<td>SPO-MT-SSGUARD-01</td>
<td>Spok Guardian Software support Year 1:</td>
<td>$3,966</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Software, Hardware, Professional Services, Maintenance and Support Total =&gt;</td>
<td>$114,657</td>
<td></td>
</tr>
</tbody>
</table>

**System Grand Total including Estimated Travel and Expenses =>**: $114,657

<table>
<thead>
<tr>
<th></th>
<th></th>
<th><strong>OPTIONAL SOFTWARE &amp; HARDWARE</strong></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Enhanced IP Phone</td>
<td>$345</td>
<td>$690</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Emergency Gateway to Legacy 3R (4 FXS)</td>
<td>$1,396</td>
<td>$2,792</td>
</tr>
</tbody>
</table>

**Total**:
- **Software Total** => $114,657
- **Hardware Total** => $12,587
- **Professional Services Total** => $32,587

**Grand Total** => $114,657
New Installation
E9-1-1 Network Circuit Cost Quote

| PSAP:     | Denville       |
| Location: | 1 St Mary's Pl, Denville NJ |
| Date:     | 8/17/2015      |
| Quoted By:| Joe Toth       |
|           | Verizon 9-1-1 Principal Engineer (908) 455-1972 |

### Customer Requirements

Total number of 9-1-1 Voice Circuits required = 4

Total number of 9-1-1 ALI Database Circuits required = 0

### E9-1-1 Network Circuit Costs

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit Cost</th>
<th>Circuit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Voice Circuits (EM or EB type) - Different Exchange</strong></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>9-1-1 Voice Circuit from Primary 9-1-1 Tandem</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>2</td>
<td>9-1-1 Voice Circuit from Secondary 9-1-1 Tandem</td>
<td>$2,300.00</td>
</tr>
</tbody>
</table>

|     | **ALI Data Circuits - Different Exchange** | |
| 0   | 9-1-1 ALI Database Circuit from primary hub site to PSAP | $1,200.00 | $0.00 |
| 0   | 9-1-1 ALI Database Circuit from secondary hub site to PSAP | $1,200.00 | $0.00 |

**TOTAL E9-1-1 CIRCUIT COSTS**

*** $9,200.00

see Notes below
NOTES: *There is no recurring monthly cost to the PSAP, monthly cost is paid by the State of New Jersey.
** Time & Materials charges apply if circuits are extended beyond the demarc
***The Customer will receive a Verizon invoice once the circuit orders complete

DO NOT SEND PAYMENT UNTIL AN INVOICE IS RECEIVED

<table>
<thead>
<tr>
<th>Issue PO to:</th>
<th>Verizon New Jersey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax PO to:</td>
<td>Joe Toth, E911 Sr. Sales Engineer, (888) 823-1225</td>
</tr>
<tr>
<td>Mail original</td>
<td>Joe Toth, E911 Sr. Sales Engineer</td>
</tr>
<tr>
<td>PO to:</td>
<td>167 W Washington Ave</td>
</tr>
<tr>
<td></td>
<td>Washington NJ 07882</td>
</tr>
</tbody>
</table>