TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
December 4, 2018, 7:30 P.M.

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

  Council Members
  ______ Murphy _______ Buie _______ Witte
  ______ Bergen _______ Lyden _______ Borowiec
  ______ Gabel, Council President

  In Attendance
  ______ Mayor Andes ______ Administrator Ward
  ______ Township Attorney Jansen ______ Other: ________________________

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

- 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 PUBLIC HEARING – ADOPTION
- NONE

ORDINANCES FOR INTRODUCTION
- NONE

ITEMS FOR DISCUSSION AND/OR ACTION
- NONE

RESOLUTIONS

CONSENT AGENDA:

R-18-226: Resolution Authorizing a Raffle License in the Township of Denville
R-18-227: Resolution Authorizing a Refund of a Building Permit Fee

R-18-228: Resolution Authorizing an Amendment to Shared Services Agreement for Class Three Officers with the Denville Township Board of Education

R-18-229: Resolution Authorizing an Amendment to Shared Services Agreement for Class Three Officers with Morris Catholic High School

R-18-230: Resolution Authorizing an Amendment to Shared Services Agreement for Class Three Officers with Celebrate the Children

R-18-231: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-18-232: Resolution Authorizing an Amendment to Historic Preservation Easement for the Ayres-Knuth Farm House

NON-CONSENT AGENDA:

R-18-233: Resolution Refunding the Overpayment of 2018 Taxes

R-18-234: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates

R-18-235: Resolution Authorizing the Award of a Contract for the Furnishing of Denville Fire Department Breathing Air System

MINUTES FOR ADOPTION

- NONE

MOTION TO ADJOURN
RESOLUTION AUTHORIZING A RAFFLE LICENSE IN THE TOWNSHIP OF DENVILLE

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Legion Post 390 Denville</td>
<td>Daily On-Premise Instant Raffle</td>
<td>01/01/2019 to 12/31/2019</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

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

RESOLUTION AUTHORIZING A REFUND
OF A BUILDING PERMIT FEE

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

WHEREAS, the permit payor 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.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Ferrara</td>
<td>181059</td>
<td>$58.00</td>
<td>01-192-081-60-001</td>
</tr>
</tbody>
</table>

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 of the Township of Denville at their meeting held on

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING AN AMENDMENT TO SHARED SERVICES AGREEMENT FOR CLASS THREE OFFICERS WITH THE DENVILLE TOWNSHIP BOARD OF EDUCATION

WHEREAS, on June 1, 2018, the Township of Denville entered into a Shared Services Agreement with the Denville Township Board of Education for the purpose of sharing the services of Class Three Special Officers for the period from July 1, 2018 through June 30, 2019; and

WHEREAS, the parties wish to enter into an Amendment to the Shared Services Agreement to modify the language in Paragraph 2, Schedule of Services, to more accurately reflect the work schedule of the officers.

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 an Amendment to the Shared Services Agreement with the Denville Township Board of Education for the term of July 1, 2018 through June 30, 2019.

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

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

This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

______________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
AMENDMENT TO SHARED SERVICES AGREEMENT

This Amendment to Shared Services Agreement is made the ______ day of ____________, 2018

between:

Denville Township Board of Education with offices located at
1 St. Mary's Place
Denville, NJ 07834

('Board')

and

Township of Denville with offices located at
1 St. Mary's Place
Denville, NJ 07834

('Township')

WHEREAS, on June 1, 2018 the Board and the Township entered into a Shared Services Agreement for the purpose of sharing the services of Class Three Special Officers; and

WHEREAS, it is necessary to amend the language in Paragraph 2, Schedule of Services, to more accurately reflect the current work schedule of the Class Three Special Officers.

NOW, THEREFORE, it is hereby agreed by and between the parties that Paragraph 2 of the Shared Services Agreement shall be amended to read as follows:

2. Schedule of Services

The Officers shall provide services to the Board for up to 7.5 hours per day for each Officer while school is in session under a schedule to be mutually determined by the Township's Police Chief and the Board's Superintendent of Schools.

Except for the amendment set forth herein, all provisions of the Shared Services Agreement shall remain the same, in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST:

TOWNSHIP OF DENVILLE

By: ____________________________
   Business Administrator/Board Secretary

By: ____________________________
   Municipal Clerk

BOARD OF EDUCATION

By: ____________________________
   President

By: ____________________________
   Mayor
RESOLUTION AUTHORIZING AN AMENDMENT TO SHARED SERVICES AGREEMENT FOR
A CLASS THREE OFFICER WITH MORRIS CATHOLIC HIGH SCHOOL

WHEREAS, on September 5, 2018, the Township of Denville entered into a Shared
Services Agreement with Morris Catholic High School for the purpose of sharing the services of
a Class Three Special Officer for the period from August 28, 2018 through June 28, 2019; and

WHEREAS, the parties wish to enter into an Amendment to the Shared Services
Agreement to modify the language in Paragraph 2, Schedule of Services, to more accurately
reflect the work schedule of the officer.

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 Municipal Clerk are hereby authorized to execute an
Amendment to the Shared Services Agreement with Morris Catholic High School for the term of

2. A copy of the Amendment to the Shared Services Agreement is on file in the office
of the Municipal Clerk for inspection by the public.

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

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

Certification Dated: ____________________________  Kathryn Bowditch-Leon, RMC
                                Municipal Clerk
AMENDMENT TO SHARED SERVICES AGREEMENT

This Amendment to Shared Services Agreement is made the ______ day of ____________, 2018 between:

MORRIS CATHOLIC HIGH SCHOOL
200 Morris Avenue
Denville, NJ 07834

('MCHS')

and

TOWNSHIP OF DENVILLE with offices located at
1 St. Mary's Place
Denville, NJ 07834

('Township')

WHEREAS, on September 5, 2018 MCHS and the Township entered into a Shared Services Agreement for the purpose of sharing the services of a Class Three Special Officer; and

WHEREAS, it is necessary to amend the language in Paragraph 2, Schedule of Services, to more accurately reflect the current work schedule of the Class Three Special Officer.

NOW, THEREFORE, it is hereby agreed by and between the parties that Paragraph 2 of the Shared Services Agreement shall be amended to read as follows:

2. Schedule of Services

   The Officer shall provide services to the MCHS for up to 7.5 hours per day while school is in session under a schedule to be mutually determined by the Township's Police Chief and MCHS.

   Except for the amendment set forth herein, all provisions of the Shared Services Agreement shall remain the same, in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST:

TOWNSHIP OF DENVILLE

By: ____________________________
Municipal Clerk

MORRIS CATHOLIC HIGH SCHOOL

By: ____________________________
President

By: ____________________________
Mayor
RESOLUTION AUTHORIZING AN AMENDMENT TO SHARED SERVICES AGREEMENT FOR A CLASS THREE OFFICER WITH CELEBRATE THE CHILDREN

WHEREAS, on September 5, 2018, the Township of Denville entered into a Shared Services Agreement with Celebrate the Children for the purpose of sharing the services of a Class Three Special Officer for the period from July 1, 2018 through June 30, 2019; and

WHEREAS, the parties wish to enter into an Amendment to the Shared Services Agreement to modify the language in Paragraph 2, Schedule of Services, to more accurately reflect the work schedule of the officer.

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 Municipal Clerk are hereby authorized to execute an Amendment to the Shared Services Agreement with Celebrate the Children for the term of July 1, 2018 through June 30, 2019.

2. A copy of the Amendment to the Shared Services Agreement is on file in the office of the Municipal Clerk for inspection by the public.

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

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

Certification Dated:_________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
AMENDMENT TO SHARED SERVICES AGREEMENT

This Amendment to Shared Services Agreement is made the __________ day of ______________, 2018 between:

CELEBRATE THE CHILDREN
230 Diamond Spring Road
Denville, NJ 07834

('School')

and

TOWNSHIP OF DENVILLE with offices located at
1 St. Mary's Place
Denville, NJ 07834

('Township')

WHEREAS, on September 5, 2018, the School and the Township entered into a Shared Services Agreement for the purpose of sharing the services of a Class Three Special Officer; and

WHEREAS, it is necessary to amend the language in Paragraph 2, Schedule of Services, to more accurately reflect the current work schedule of the Class Three Special Officer.

NOW, THEREFORE, it is hereby agreed by and between the parties that Paragraph 2 of the Shared Services Agreement shall be amended to read as follows:

2. Schedule of Services

The Officer shall provide services to the School for up to 7.5 hours per day while school is in session under a schedule to be mutually determined by the Township's Police Chief and the School's administration.

Except for the amendment set forth herein, all provisions of the Shared Services Agreement shall remain the same, in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, seals, and caused these presents to be signed by their proper officers.

ATTEST:

CELEBRATE THE CHILDREN

By: ____________________________  By: ____________________________
Business Manager/Board Secretary  Executive Director

TOWNSHIP OF DENVILLE

By: ____________________________  By: ____________________________
Municipal Clerk  Mayor
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:
Wilmington Savings Fund

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

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING AN AMENDMENT TO HISTORIC PRESERVATION EASEMENT FOR THE AYRES-KNUTH FARM HOUSE

WHEREAS, the Township acquired property known as the Knuth Farm, Block 20003, Lot 1, by deed dated May 28, 1996; and

WHEREAS, in 2004 and 2005, the County of Morris awarded historic preservation grants from the Morris County Historic Preservation Trust Fund to the Township for the preservation of the Ayres Farm House, located on the Knuth Farm, which grants required that an Historic Preservation Easement be executed by the Township; and

WHEREAS, on August 12, 2015 a Historic Preservation Easement ('Easement') was executed by the Township of Denville ('Township') and the Morris County Board of Chosen Freeholders ('Board') in connection with the 2004 and 2005 grants and was recorded on September 2, 2015 at the Morris County Clerk's Office, Book 22775, Page 1920, et seq.; and

WHEREAS, the Township accepted further grants from the Morris County Historic Preservation Trust Fund in 2006, 2009, 2016 and 2017 to fund the historic preservation of additional portions of the Ayres Knuth Farm House, including interior restoration, exterior restoration and an HVAC system; and

WHEREAS, the Easement must now be amended to include the addition of specified portions of the site and structure covered by the 2006, 2009, 2016 and 2017 grants.

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

1. The Mayor and Municipal Clerk are hereby authorized to execute and convey an Amendment to Historic Preservation Easement to the County of Morris.

2. A copy of the Amendment to Historic Preservation Easement is on file in the office of the Municipal Clerk for inspection by the public.

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.

Certification Dated: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
MORRIS COUNTY HISTORIC PRESERVATION TRUST FUND

Historic Preservation Easement Amendment

Amendment to Historic Preservation Easement

Prepared By: John A. Napolitano, Esq.
Morris County Counsel
P.O. Box 900
Morristown, New Jersey 07963

Record and Return to: John A. Napolitano, Esq.
Morris County Counsel
P.O. Box 900
Morristown, New Jersey 07963
AMENDMENT TO HISTORIC PRESERVATION EASEMENT

THIS AMENDMENT TO HISTORIC PRESERVATION EASEMENT is made the __________, 20__, between Township of Denville, #1 St. Mary’s Place, Denville, NJ 07834 (its successors and assigns, collectively, "Grantor") and the MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS, having an address at Box 900, Morristown, New Jersey 07963-0900, hereinafter referred to as the "Grantee."

WHEREAS, on August 12, 2015, Grantor and Grantee executed a Historic Preservation Easement (hereinafter, the "Easement"), which was recorded on September 2, 2015, at the Morris County Clerk’s Office, in Book 22775, Page 1920, et seq., in connection with its acceptance of two grants (2004, 2005 grants), for Exterior Restoration of designated portions of a site and structure known as Ayres Farm House, 25 Cooper Road, Denville, NJ 07834, and which is incorporated herein by reference, and attached hereto as Exhibit 1,

WHEREAS, Grantor has accepted four grants (2006, 2009, 2016, 2017 grants) to fund for the historic preservation of additional portions of the site, and Exterior Restoration, HVAC, Interior Restoration of the structure known as Ayres Farm House.

NOW, THEREFORE:

1. The Easement is hereby amended to include the addition of specified portions of the site, and the structure known as Ayres Farm House covered by the 2006, 2009, 2016 and 2017 grants, which are described on the attached Amendment to Schedule B and to include scope of work to be completed with Grant Funds, which is described on attached Amendment to Schedule C.

2. This Easement is further amended to become effective on January 31, 2019 (hereinafter the "Effective Date") and shall, thereafter, remain in full force and effect for a period of thirty (30) years until January 31, 2049, regardless of who owns, maintains, rehabilitates, restores, renovates, adapts, revitalizes, occupies or uses the structure.

3. Except for the amendments set forth herein, all provisions and schedules of the Easement (Exhibit 1) shall remain the same, in full force and effect.
On the date at the top of the previous page, this instrument is signed, attested and sealed by proper corporate officers and is signed and witnessed by proper individuals.

ATTEST:  
BY: ___________________________  
Print Name: _______________________

Title: ___________________________

ATTEST:  
BY: ___________________________  
Print Name: _______________________

Title: ___________________________

ATTEST:  
BY: ___________________________  
Print Name: _______________________

Title: ___________________________

GRANTOR:  
Print Name: _______________________

Title: ___________________________

GRANTEE:  
Freeholder Director  
Print Name: _______________________

Title: ___________________________

MORTGAGEE:  
Print Name: _______________________

Title/Firm: _______________________

GRANTOR’S ACKNOWLEDGEMENT

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

I CERTIFY on ______________________, 20___.

__________________________ personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the __________ of Grantor named in this Deed of Easement;
(b) This person is the attesting witness to the signing of this Deed of Easement by ______________________;
(c) this Deed of Easement was signed and delivered by Grantor as its voluntary act duly authorized by a proper resolution of its governing body or board (which resolution has been filed with the County of Morris);
(d) this person knows Grantor’s proper seal which was affixed to this Deed of Easement;
(e) this person signed this proof to attest to the truth of these facts.

__________________________
Print Name:

__________________________
Signed and sworn before me
__________________________, 20___
GRANTEE'S ACKNOWLEDGMENT

STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:

I CERTIFY that on ____________, 20____,

________________________________ personaly came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the __________________ of Grantee named in this Deed of Easement;
(b) this person is the attesting witness to the signing of this Deed of Easement by ____________________________ who is Grantee's ____________________________;
(c) this Deed of Easement was signed and delivered by Grantee as its voluntary act duly authorized by a proper resolution of its governing body or board;
(d) this person knows the proper seal which was affixed to this Deed of Easement;
(e) this person signed this proof to attest to the truth of these facts.

________________________________
Print Name:

________________________________
Signed and sworn before me

__________, 20____
AMENDMENT TO SCHEDULE B
Morris County Historic Preservation Trust Fund
Historic Preservation Easement Amendment
Baseline Documentation of Property

PROPERTY NAME
Ayres Farm House

PROTECTED PROPERTY FEATURES

X SITE FEATURES (if not applicable, go to Exterior):

Natural Features
N/A Trees/Shrubs:
X Lawns/Vegetation/Ground Cover: Site work, Regrading
N/A Streams/Ponds/Wetlands:
N/A Other:

Manmade Features
N/A Benches/Site Furnishings/Gazebos:
N/A Fences/Walls/Gates:
X Drain Inlets/Catch Basins/Drain Pipes: Underground drainage
N/A Roads/Driveways/Sidewalks:
N/A Parking Lots:
N/A Curbs:
N/A Signs:
N/A Archaeological Resources:
X Other: Electrical service

Other
X All other SITE features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.

X EXTERIOR FEATURES (If not applicable, go to Interior):

List building(s) protected by Easement:
Ayres Farm House

(The below features refer to Little Red Schoolhouse unless otherwise noted)

Roof
X Roof Covering: Exterior Restoration
X Roof Sheathing: Exterior Restoration
X Flashing: Exterior Restoration
X Chimneys: Exterior Restoration
AMENDMENT TO SCHEDULE B  

Baseline Documentation  

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Roof Penetrations/Decorations: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Gutters/Downspouts: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Cornice: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Trim: Exterior Restoration</td>
</tr>
<tr>
<td>N/A</td>
<td>Other:</td>
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</table>

**Facades**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Walls: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Windows (Frames/Sash/Trim): Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Doors/Door Frames: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Attachments (Shutters/Signs/Awnings): Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Foundation: Exterior Restoration</td>
</tr>
<tr>
<td>N/A</td>
<td>Other:</td>
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**Appurtenances**

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>Steps/Stairs: Front steps: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Landings/Slabs: Exterior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Porches: Exterior Restoration</td>
</tr>
<tr>
<td>N/A</td>
<td>Balconies:</td>
</tr>
<tr>
<td>N/A</td>
<td>Light Fixtures:</td>
</tr>
<tr>
<td>N/A</td>
<td>Other:</td>
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</table>

**Other**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>All supporting structural members</td>
</tr>
<tr>
<td>X</td>
<td>All other EXTERIOR features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.</td>
</tr>
</tbody>
</table>

**INTERIOR FEATURES**

List space(s) in building(s) protected by easement. (Include name of building if more than one. Spaces are marked and delineated on attached floor plan(s))

**Finishes**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Floors: Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Walls: Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Ceilings: Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Molding/Trim: Interior Restoration</td>
</tr>
<tr>
<td>N/A</td>
<td>Other:</td>
</tr>
</tbody>
</table>

**Openings**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>Doors/Door Hardware: Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Door Frames: Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Windows/Window Hardware: Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Window Frames: Interior Restoration</td>
</tr>
<tr>
<td>N/A</td>
<td>Other:</td>
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</tbody>
</table>

**Other Features**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Stairs (Carriage/Railings): Interior Restoration</td>
</tr>
<tr>
<td>X</td>
<td>Fireplaces (Hearth/Mantel/Surround): Interior Restoration</td>
</tr>
<tr>
<td>N/A</td>
<td>Built-in Features:</td>
</tr>
</tbody>
</table>
X Others: HVAC; Electrical

X All supporting structural members

X All other INTERIOR features referenced in documents filed or to be filed at the County of Morris, including the grant application made to the Morris County Historic Preservation Trust Fund, including all future amendments.

BASELINE DOCUMENTATION OF PROPERTY

As per Paragraph 5 of easement, County of Morris may consult records documenting the Property's appearance and condition filed or to be filed at the County of Morris, New Jersey Historic Preservation Office and at other places within the State.

Because existing documentation may not continue to reflect the actual appearance and condition of the property at the time of project completion, it will be supplemented by baseline information provided in the Progress Reports and/or documentation submitted by the Grantor.

Overview of Existing Documentation

1. Preservation Plans by Mark Hewitt Architect, dated July 2004

2. Construction Documents:
   - Interior Restoration, drawings & specs, by Mark Hewitt Architect, dated March 25, 2009
   - Interior Restoration & Rehabilitation, drawings and specs, prepared by Connolly & Hickey Architects, dated February 24, 2016.

3. Photographs: Progress/Final photos

   All as submitted by the Grantor as related to grant activities and from the 2004, 2005, 2006, 2009, 2016, 2017 grant applications.
AMENDMENT TO SCHEDULE C
Morris County Historic Preservation Trust Fund
Historic Preservation Easement Amendment
Scope of Work to be Completed with Grant Funds

2004 Grant: $89,392
2005 Grant: $56,181
2006 Grant: $107,000
2009 Grant: $40,009
2016 Grant: $75,000
2017 Grant: $149,040

The scope of work of the 2004 and 2005 grants includes: Exterior restoration including repair/replicate doors, windows and shutters, remove asbestos shingles, repair/replace wood clapboards and repaint exterior; main roof, porch roof, chimney repair.

The 2006 grant provided for roof replacement, site work, underground drainage, archaeology.

The 2009 grant assisted with the installation of an HVAC system.

The 2016 and 2017 grants provided for interior restoration including repair of interior features and finishes, windows and doors, structural upgrades, Dutchman repair, and electrical and security upgrades.
EXHIBIT 1
Morris County Historic Preservation Trust Fund
Recorded Historic Preservation Easement
DEED OF HISTORIC PRESERVATION EASEMENT

THIS DEED OF HISTORIC PRESERVATION EASEMENT made July 22, 2005

Between the Township of Denville, having an address at #1 St. Mary's Place, Denville, NJ 07834, hereinafter referred to as the "Grantor";

And MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS, having an address at P.O. Box 900, Morristown, NJ 07963-0900, hereinafter referred to as the "Grantee".

Grantor grants and conveys to the Grantee a historic preservation easement (hereinafter the "Easement") on Grantor's property located in the Township of Denville, County of Morris, more fully described in Schedule A annexed hereto (hereinafter the "Property") for and in consideration of the sum of ONE DOLLAR ($1.00) and a matching grant from Grantee to restore, rehabilitate, stabilize, and/or preserve the Property for the continuing benefit of the people of the County of Morris (hereinafter the "Grant").

The tax map reference for the Property is:

Denville Twp.
Block 20003, Lot 1

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:8B-1 et seq. to acquire historic preservation easements to protect Morris County properties with historic, aesthetic or cultural significance being rehabilitated, stabilized, restored and preserved through matching grants by the Morris County Historic Preservation Trust Fund in order to assure the continued preservation of grant-assisted properties for the public benefit; and

WHEREAS, the Grantor is the sole and exclusive owner of the Property; and

WHEREAS, the Property possesses historic, aesthetic, or cultural significance to Grantor and the people of the County of Morris and is listed individually and/or as part of a historic district that is listed in the New Jersey Register of Historic Places and the National Register of Historic Places; and
WHEREAS, Grantor and Grantee intend that the Property be preserved and maintained;

NOW, THEREFORE, Grantor promises that the Property will be owned, used and conveyed subject to, and not in violation of, the following covenants and restrictions:

1. Purpose. It is the purpose of this Easement to assure the preservation of the Property, to prevent any use of the Property that is not historically appropriate or that is detrimental to or will significantly impair or interfere with the historic features and to assure that public benefit continues after the expenditure of the Grant. The historic features of the Property are documented in a baseline inventory annexed hereto as Schedule B (hereinafter the "Protected Features") that the parties agree to provide an accurate representation of the Property at the time of this conveyance and which shall serve as an objective information baseline for monitoring compliance with the terms of this Deed.

2. Term. This Easement shall become effective on October 16, 2006 (hereinafter the "Effective Date") and shall, thereafter, remain in full force and effect for a period of thirty (30) years until October 16, 2036.

3. Grantor’s Obligations.
   (a) Grantor shall perform the work items described in the Approved Project Description (Exhibit 2 to a separate Grant Agreement executed by Grantor and Grantee) annexed hereto as Schedule C;

   (b) The Baseline Inventory of Protected Features under this agreement is fully set forth in Schedule B, annexed to this agreement and incorporated herein. Grantor shall not demolish or remove the Protected Features;

   (c) Grantor shall not, without prior written approval of Grantee:

   (i) adversely affect or threaten the structural soundness of the Protected Features;

   (ii) make any changes to the Protected Features including alteration, removal, construction, remodeling, addition of new structures or other physical or structural change, including any change in color or surfacing or any excavation or topographical change which affects the appearance or construction of the Protected Features;

   (iii) attach to or erect anything on or near the Protected Features which would prohibit them from being visible from ground level, or compromise the historic aesthetic or cultural significance of the Property except for temporary structures needed during any period of approved alteration or restoration.
(iv) lease the Property in whole or in part.

(d) To prevent deterioration of the Property, Grantor shall maintain the Protected Features and Property in good condition at Grantor’s cost and expense. "Good condition" means that the Protected Features are intact and structurally sound, there are few or no cosmetic imperfections and the feature needs no more than routine maintenance.

(e) Grantor shall be responsible for deliberate damage or destruction of Protected Features. If protected features are deliberately damaged or destroyed for any reason by the Grantor, or persons acting on behalf of the Grantor, the Grantor shall be responsible for financial reimbursement to the Grantee in accordance with the provisions of Paragraph 14. For purposes of this Basement, deliberate damage or destruction may result from, but is not limited to, deferred maintenance, demolition by neglect, and demolition.

(f) Grantor’s obligation to maintain the Protected Features shall require replacement, repair, and reconstruction by Grantor whenever necessary and in accordance with the approved maintenance and preservation plans, subject to the casualty provisions of paragraphs 10 and 11. Grantor’s obligation to maintain the Property shall also require that the Property’s landscaping be maintained in good appearance. The existing lawn areas shall be maintained as lawns and regularly mown. The existing meadows and open fields shall be maintained as meadows and open fields, regularly brushhoggled to prevent the growth of woody vegetation where none currently grows.

(g) The dumping, abandonment or storage of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;

(h) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit;

(i) No above ground utility transmission lines, except those reasonably necessary for the existing buildings, may be created on the Property, subject to utility easements already recorded.

(j) Nothing contained herein shall deem to limit the Grantor’s use of existing recreational fields and/or farming areas on the Property.

4. Grantor’s Representations. Grantor represents that it is a municipal government within Morris County.

5. Requests for Approval. Grantor must seek the approval of Grantee required by Paragraph 3(e) hereinafore by submitting to Grantee a request for approval in the form required by Grantee. Grantor shall submit to Grantee documents, including plans, specifications, and designs where appropriate, describing the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity in a form acceptable to Grantee and sufficient to permit Grantee to monitor such activity.

6. Standards for Review. In exercising any authority created by this Basement to inspect the Property or the Protected Features, to review and approve any construction, alteration, repair, addition of new structures or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Protected Features following casualty damage, Grantee shall utilize
The Secretary of the Interior's Standards for the Treatment of Historic Properties, (36 CFR 800 et seq.) (hereinafter the "Standards"). To determine the appropriateness of Grantor's request for approval submitted in accordance with Paragraph 4, Grantee may consult records documenting the Property's appearance including photographs and measured drawings, National or State Registers or other survey data, historic structure reports, existing condition surveys and other reports filed or to be filed at the County of Morris, New Jersey Historic Preservation Office and other appropriate places within the State. Grantor agrees to abide by the Standards in performing all repairs and maintenance.

7. **Reserved Rights.** Except as set forth in Paragraph 3, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Basement and by Grantee without further approval by Grantee:

(a) The right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not materially impair the Protected Features or the Property; and (iii) are not inconsistent with the purpose of this Basement;

(b) The right to maintain and repair the Protected Features strictly according to the Standards. As used in this Paragraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors applied in a workman-like manner. The right to maintain and repair as used in this paragraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Paragraphs 3, 4 and 5;

(c) The right to continue the existing use and enjoyment of the Property consistent with the purpose of this Basement; and

(d) The right to conduct at or on the Property educational and nonprofit activities that are not inconsistent with the purpose of this Basement.

8. **Public Access.** The property shall be accessible by the public as specified in Schedule D annexed hereto.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey or a Joint Insurance Fund acceptable to the Grantee against loss from the perils commonly insured under standard fire and extended coverage policies in an amount sufficient to reimburse Grantee in the amount of the Grant after all mortgagee claims are satisfied. Grantor shall also carry comprehensive general liability insurance against claims for personal injury and death in an amount not less than $1,000,000 per occurrence and $3,000,000 aggregate including property damage. Grantor shall deliver to Grantee, within ten (10) business days of the Effective Date, certificates of such insurance coverage. Each certificate shall name the Grantee and its officers and employees as additional insured being confirmed by policy endorsement, and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to Grantee.

10. **Indemnification.** Grantor shall indemnify and hold harmless the Grantee, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other
expenses of liabilities including the investigation and defense of any claims, arising out of or resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Grantor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Grantor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Grantor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantor under worker's compensation acts, disability benefit acts or other employee benefit acts.

11. Casualty Damage or Destruction. In the event the Protected Features shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other like casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification describing what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Protected Features and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer acceptable to Grantor and Grantee, which report shall include the following:

(a) An assessment of the nature and extent of the damage;

(b) A determination of the feasibility of the restoration of the Protected Features and reconstruction of damaged or destroyed portions of the Protected Features; and

(c) A report of such restoration and reconstruction work necessary to return the Protected Features to the condition existing immediately prior to the damage or destruction.

12. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 10, Grantor and Grantee agree that the Purpose of the Basement will be served by such restoration and reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration and reconstruction of the Protected Features in accordance with plans and specifications agreed to by the parties.

If, after reviewing the report, Grantor and Grantee agree in writing that restoration and reconstruction of the Property is impractical or impossible, or agree in writing that the Purpose of this Basement would not be served by such restoration and reconstruction, Grantor, may, with the prior written consent of Grantee, alter, demolish, remove, or raze the Protected Features, and construct new improvements on the Property. In this event, Grantor and Grantee may agree to extinguish this Basement in whole or in part in accordance with the laws of the State of New Jersey and Paragraph 13.
13. **Condemnation.** If the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

14. **Extinction.** If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished by Grantee and Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

15. **Subsequent Transfers.** Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer.

16. **Inspection.** At least annually, and upon prior reasonable notice to Grantor, representatives of Grantee shall be permitted to inspect and photograph the Property, including the Protected Features. Grantor agrees that it will not unreasonably withhold its consent in determining dates and times for such inspections.

17. **Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with written certification in the form required by Grantee that, to the best of Grantor’s knowledge, Grantor is in compliance with the obligations of Grantor contained herein.

18. **Grantee’s Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation within the period of time set forth in the notice and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. Grantee may bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for a violation of the terms of this Easement or injury to any Protected Features protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor’s liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Features of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor. Grantor’s rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee’s remedies at law for any violation of the terms of this Easement are adequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee’s remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or equity.

19. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement. Any such amendment shall be consistent with the purpose of this Easement; shall not permit additional development on the Property other than the development permitted by this Easement on the Effective Date; shall not permit any private inurement to any person or entity;
and shall not adversely impact the Protected Features or the Property. Any such amendment shall be recorded by Grantor at its cost and expense in the county in which the Property is located. Nothing in this Paragraph shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

20. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Basement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Grantee’s Discretion. Enforcement of the terms of this Basement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Basement in the event of any breach of any term of this Basement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee’s rights under this Basement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

22. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Basement against Grantor, including, without limitation, costs of suit and reasonable attorneys’ fees, and any costs of restoration necessitated by Grantor’s violation of the terms of this Basement shall be borne by Grantor.

23. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor shall keep the Property free of any construction or mechanics liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

24. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods (1) overnight courier postage prepaid, (ii) registered or certified mail return receipt requested or, (iii) hand delivery; if to Grantor, then to Mayor, Township of Denville, #1 St. Mary’s Place, Denville, NJ 07834, and if to Grantee, then to Director, Morris County Department of Planning & Development, P.O. Box 900, Morristown, NJ 07963-0900, and County Counsel, County of Morris, P.O. Box 900, Morristown, NJ 07963-0900. Each party may change its address set forth herein by a notice to such effect to the other party.

25. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor’s compliance with such notice or lien where compliance is required by law.

26. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

27. Recordation. Grantee shall record this instrument with the County of Morris.
28. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

29. Successors. The covenants, terms, conditions, and restrictions of this Basement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

30. Subordination. At the time of the conveyance of this Basement, the Property is subject to a Mortgage/Deed of Trust held by ___________________________ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Basement to evidence its agreement to subordinate the Mortgage to this Basement under the following conditions and stipulations:

(a) the Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and the proceeds of any condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/the Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/the Deed of Trust is subordinate in priority to the Basement.

(b) If the Mortgagee/Lender receives an assignment of the lease, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then Mortgagee/Lender shall have prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until the Mortgagee's/Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Basement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Basement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Basement is not extinguished.

(d) Nothing contained in this Basement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Basement or to extinguish this Basement by taking title to the Property by foreclosure or otherwise.
Grantor, Grantee and, if applicable, Mortgagee sign this Deed of Easement as of the date at
the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and
attested to by its proper corporate officers and its corporate seal is affixed.

ATTEST:

BY: Kathryn Breckinridge
Print Name: Kathryn M. Bowditch, Clerk

GRANTOR:

Print Name: Thomas W. Anes, Mayre

GRANTEE:

By: Diane M. Ketchum
Print Name: Diane M. Ketchum

PRELIM:

By: Kathyrn M. Ketchum
Print Name: Kathyrn M. Ketchum

MORTGAGEE:

Print Name:
STATE OF NEW JERSEY
COUNTY OF MORRIS

I certify that on **June 11, 2015**, **KATHRYN M. BOWDITCH** personally came before me and this person acknowledged under oath to my satisfaction that:

(a) this person is the **Clerk** of Denville Township, the Granter in this agreement.

(b) this person is the attesting witness to the signing of this Agreement by the proper official who is the **Mayor** of Denville Township.

(c) this Agreement was signed and delivered by Denville Township as its voluntary act duly authorized by a proper resolution of its Governing Body.

Signed and Sworn to before me on

**June 11, 2015**

[Signature]

Notary Public

STATE OF NEW JERSEY
COUNTY OF MORRIS

I certify that on **July 22, 2015**, **Diane Ketkun** personally came before me and this person acknowledged under oath to my satisfaction that:

(a) this person is the secretary to the Morris County Board of Chosen Freeholders, the Grantee in this agreement.

(b) this person is the attesting witness to the signing of this Agreement by the proper official who is the Freeholder Director;

(c) this Agreement was signed and delivered by the Morris County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution of the Board.

Signed and Sworn to before me on

[Signature]

Notary Public
SCHEDULE A

Morris County Historic Preservation Trust Fund

Historic Preservation Basement

Legal Description of Property

Tax Map Reference:
Denville Twp., County of Morris
Block 20003, Lot 1

The property consists of the tract or parcel of land situated in Denville Twp., County of Morris,
State of New Jersey known as Ayres Farm House

ALL that certain tract or parcel of land situate, lying and being in the Denville Twp., County of
Morris, and State of New Jersey, being more particularly described as follows:
Beginning at the point of intersection of the existing westerly sideline of Cooper Road with the existing northerly sideline of New Jersey State Highway Route 10, and running thence:

1) Westerly along said northerly sideline of Route 10 on a curve to the right with a radius of 40.00 feet, an arc length of 29.68 feet to a point; thence

2) N 77°-09'-05" W still along said northerly sideline a distance of 161.74 feet to a point; thence

3) N 62°-22'-49" W still along said northerly sideline a distance of 179.23 feet to a point; thence

4) N 72°-02'-59" W still along said northerly sideline a distance of 213.00 feet to a point; thence

5) N 87°-28'-18" W still along said northerly sideline a distance of 150.42 feet to a point; thence

6) N 72°-02'-59" W still along said northerly sideline a distance of 119.76 feet to a point; thence

Exhibit A
7) Westerly still along said northerly sideline
on a curve to the right with a
radius of 5669.65 feet, an arc
length of 414.18 feet to a point in
the division line between Tax Lot 1
in Tax Block 20003 and Tax Lot 1 in
Tax Block 21203; thence

8) N 16' - 12" - 24" E along said division line a distance
of 345.74 feet to a point; thence

9) N 57' - 02" - 36" W along another division line between
said lots a distance of 755.70 feet
to a point; thence

10) N 30' - 13" - 39" E through existing Tax Lot 1 in Tax
Block 20003 a distance of 64.44 feet
to a point; thence

11) N 56' - 09" - 58" W still through said Tax Block 20003
Lot 1 a distance of 1017.23 feet to
a point; thence

12) N 42' - 52" - 32" E a distance of 388.83 feet to a
point; thence

13) N 34' - 52" - 32" E a distance of 570.20 feet to a point
in the westerly sideline of Cooper Road; thence

14) S 63' - 27" - 17" E along said westerly sideline of
Cooper Road a distance of 74.28 feet
to a point; thence

15) Easterly still along said westerly sideline
on a curve to the right with a
radius of 780.57 feet, an arc length
of 333.95 feet to a point; thence
16) S 38'-56'-32" E  
still along said westerly sideline a distance of 372.04 feet to a point; thence

17) Southerly  
still along said westerly sideline on a curve to the left with a radius of 1870.43 feet, an arc length of 253.00 feet to a point; thence

18) S 46'-41'-32" E  
still along said westerly sideline a distance of 114.39 feet to a point; thence

19) S 47'-09-23" E  
still along said westerly sideline a distance of 182.91 feet to a point; thence

20) S 52'-34'-14" E  
still along said westerly sideline a distance of 92.82 feet to a point; thence

21) Southerly  
still along said westerly sideline on a curve to the left with a radius of 950.00 feet, an arc length of 66.32 feet to a point; thence

22) S 56'-34'-14" E  
still along said westerly sideline a distance of 25.38 feet to a point; thence

23) S 54'-12'-57" E  
still along said westerly sideline a distance of 317.75 feet to a point; thence

24) Southerly  
still along said westerly sideline on a curve to the right with a radius of 250.00 feet, an arc length of 33.46 feet to a point; thence
25) Southerly still along said westerly sideline on a curve to the right with a radius of 1949.99 feet, an arc length of 82.04 feet to a point; thence

26) S 32'-02'-53" E still along said westerly sideline a distance of 202.91 feet to a point; thence

27) S 27'-19'-53" E still along said westerly sideline a distance of 114.46 feet to a point; thence

28) S 14'-54'-23" E still along said westerly sideline a distance of 105.78 feet to a point; thence

29) S 17'-31'-43" E still along said westerly sideline a distance of 32.91 feet to a point; thence

30) S 29'-48'-43", E still along said westerly sideline a distance of 102.56 feet to a point; thence

31) S 35'-14'-43" E still along said westerly sideline a distance of 144.66 feet to a point; thence

32) S 27'-26'-43" E still along said westerly sideline a distance of 58.12 feet to a point; thence

33) S 18'-21'-36" E still along said westerly sideline a distance of 171.53 feet to a point; thence
34) S 17'-46'-06" E  still along said westerly sideline a distance of 213.50 feet to a point; thence

35) S 15'-37'-13" E  still along said westerly sideline a distance of 104.87 feet to a point; thence

36) S 40'-19'-58" E  still along said westerly sideline a distance of 55.00 feet to the point of beginning.
SCHEDULE B

MORRIS COUNTY HISTORIC PRESERVATION TRUST FUND

HISTORIC PRESERVATION EASEMENT

BASELINE INVENTORY OF PROTECTED FEATURES

PROPERTY NAME

Ayres Farm House

PROTECTED PROPERTY FEATURES

X SITE FEATURES (if not applicable, go to Exterior):

Natural Features
N/A Trees/Shrubs:
N/A Lawns/Vegetation/Ground Cover:
N/A Streams/Ponds/Wetlands:
N/A Topographical Features:
N/A Other:

Manmade Features
N/A Benches/Site Furnishings/Gazebos:
N/A Fences/Walls/Gates:
N/A Drain Inlets/Catch Basins/Drain Pipes:
N/A Roads/Driveways/Sidewalks:
N/A Parking Lots:
N/A Curbs:
N/A Signs:
N/A Archaeological Resources:
N/A Other:

Other
X All other SITE features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.

X EXTERIOR FEATURES (If not applicable, go to Interior):

List building(s) protected by Basement:
Ayres Farm House
(The below features refer to the main house unless otherwise noted)

Roof
- Roof Covering: Exterior Restoration
- Roof Sheathing: Exterior Restoration
- Flashing: Exterior Restoration
- Chimneys: Exterior Restoration
- Roof Penetrations/Decorations: Exterior Restoration
- Gutters/Downspouts: Exterior Restoration
- Cornice: Exterior Restoration
- Trim: Exterior Restoration
N/A Other:

Facades
- Walls: Exterior Restoration
- Windows (Openings/Frames/Sash/Trim): Exterior Restoration
- Doors (Openings/Frames/Door Units): Exterior Restoration
- Attachments (Shutters/Signs/awnings): Exterior Restoration
- Foundation: Exterior Restoration
N/A Other:

Appurtenances
- Steps/Stairs: Front steps: Exterior Restoration
- Landings/Slabs: Exterior Restoration
- Porches: Exterior Restoration
N/A Balconies:
N/A Light Fixtures:
N/A Other:

Other
- All supporting structural members
- All other EXTERIOR features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.

INTERIOR FEATURES
List space(s) in building(s) protected by easement. (Include name of building if more than one. Spaces are marked and delineated on attached floor plan(s))

Finishes
N/A Floors:
N/A Walls:
N/A Ceilings:
N/A Molding/Trim:
N/A Other:
Openings
N/A Doors/Door Hardware:
N/A Door Frames:
N/A Windows/Window Hardware:
N/A Window Frames:
N/A Other:

Other Features
N/A Stairs (Carriage/Railings):
N/A Fireplaces (Hearth/Mantel/Surround):
N/A Built-in Features:

X All supporting structural members
X All other INTERIOR features referenced in documents filed or to be filed at the County of Morris, including the grant application made to the Morris County Historic Preservation Trust Fund, including all future amendments.

BASELINE DOCUMENTATION OF PROPERTY

As per Paragraph 5 of easement, County of Morris may consult records documenting the property's appearance and condition filed or to be filed at the County of Morris, New Jersey Historic Preservation Office and at other places within the State.

Because existing documentation may not continue to reflect the actual appearance and condition of the property at the time of project completion, it will be supplemented by baseline information provided in the Progress Reports and/or documentation submitted by the Grantor.

Overview of Existing Documentation

1. Preservation Plans by Mark Hewitt Architect, dated July 2004
3. Photographs: Progress/Final photos

All as submitted by the Grantor as related to grant activities and from the 2004 and 2005 grant applications.
SCHEDULE C

Morris County Historic Preservation Trust Fund

Historic Preservation Easement

Scope of Work to be Completed with Grant Funds

2004 Grant: $89,392
2005 Grant: $56,181

The scope of work of the 2004 and 2005 grants includes: Exterior restoration including repair/replicate doors, windows and shutters, remove asbestos shingles, repair/replace wood clapboards and repaint exterior; main roof, porch roof, chimney repair.
SCHEDULE D

Morris County Historic Preservation Trust Fund

Historic Preservation Basement

Requirements for Public Access and Use

_______ As this Property IS now ACCESSIBLE to the public, no additional access is required. The SITE of the Property must remain generally accessible to the public for the term of this easement.

____X____ As this Property IS NOT now ACCESSIBLE to the public, public openings are required. The (SITE and/or INTERIOR) of the Property is/are to be open to the public a minimum of 6 hours a day at reasonable spaced intervals a minimum of 12 days in any calendar year during the term of this Basement specified in Paragraph 2. If the hours of public access are not permanently posted or additional hours are required under this Basement, a sign advertising each opening is to be maintained on the property in public view beginning one week before, and on the day of public access, or public notice is to be placed in an appropriate local newspaper.
State of New Jersey
SELLER’S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Thomas W. Andes

Current Resident Address:

1 St. Mary’s Place

City, Town, Post Office

Denville

State

NJ

Zip Code

07834

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

20003

1

Qualifier

Street Address:

25 Cooper Road

City, Town, Post Office

Denville

State

NJ

Zip Code

07834

Seller’s Percentage of Ownership

100%

Consideration

$1.00

Closing Date


SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq., and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.

2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.

3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure, with no additional consideration.

4. ☒ Seller is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.

6. ☒ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.

7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

8. ☐ No non-like kind property received.

9. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent’s estate in accordance with the provisions of the decedent’s will or the intestate laws of this state.

10. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☒ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with this deed to which this form is attached.

6/11/2015

Thomas W. Andes, Mayor

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact
STATE OF NEW JERSEY
COUNTY: Morris
MUNICIPALITY OF PROPERTY LOCATION: Denville Township

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deposant, Thomas W. Andrews, being duly sworn according to law upon his/her oath,

Sworn to and subscribed before me this 11th day of June, 2015

Kathryn M. Bowditch Notary Public of New Jersey My Commission Expires June 27, 2019

FOR RECORDER'S USE ONLY

CONSIDERATION $ 1,000

RECEIVED BY SELLER $ 1,000

RECEIVED BY RECORDER $ 1,000

(1) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

Total Assessed Value + Director's Ratio = Equalized Assessed Value

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(2) FULL EXEMPTION FROM FEES (Instruction #8 on reverse side)

Deposant states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1989, as amended through C. 68, P.L. 2004, for the following reason(s), more reference to exemption symbol is insufficient. Explain in detail.

Grafter is a municipality of the State of New Jersey; consideration is less than $100.

(3) PARTIAL EXEMPTION FROM FEES (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deposant claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 17B, P.L. 1976, C. 113, P.L. 2004, and C. 68, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN: Grantor(s) 62 years of age or older (Instruction #9 on reverse side for A or B)

B. BLIND PERSON: Grantor(s) legally blind or;

DISABLED PERSON: Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed

C. LOW AND MODERATE INCOME HOUSING: Grantor(s) 62 years of age or older (Instruction #9 on reverse side for A or B)

D. NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

E. RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #8, #11, #14 on reverse side)

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to obtain a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/ptfee/exem前所未有.html
RESOLUTION

WHEREAS, the Township acquired property known as the Knuth Farm, Block 20003, Lot 1, by deed dated May 28, 1996; and

WHEREAS, in 2004 and 2005, the County of Morris awarded historic preservation grants from the Morris County Historic Preservation Trust Fund to the Township for the preservation of the Ayres Farm House, located on the Knuth Farm, which grants required that an Historic Preservation Easement be executed by the Township; and

WHEREAS, the parties have agreed upon the terms of a Historic Preservation Easement.

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

1. The Mayor and Township Clerk are hereby authorized to convey a Historic Preservation Easement to the County of Morris and to execute a Historic Preservation Easement.

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

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 June 8, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk

Certification Dated: 6/10/2015
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
- Conner Strong & Buckley Insurance Co., Inc.
  - 9 Campus Drive, Suite 219
  - Parllippany, NJ 07074
- CONTACT NAME: MEL Underwriting Service Center
- PHONE: (732) 776-5274
- FAX: (732) 776-5274
- EMAIL ADDRESS: MELUnderwritingSvcCen@connersstrong.com

**INSURED**
- Daunt Township
  - 1 St Mary's Pl
  - Denville, NJ 07834
- INSURER A: Morris County Municipal Joint Insurance Fund
- INSURER B: Municipal Excise Liability Joint Insurance Fund
- INSURER D: 
- INSURER E: 

**COVERAGES**

<table>
<thead>
<tr>
<th>INS LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED INSURER</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td>MOR150391-87</td>
<td>1/1/2015</td>
<td>1/1/2016</td>
<td>$300,000</td>
</tr>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$300,000</td>
</tr>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$300,000</td>
</tr>
<tr>
<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td>MEL01150187</td>
<td>1/1/2015</td>
<td>1/1/2016</td>
<td>$4,700,000</td>
</tr>
<tr>
<td>B</td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,700,000</td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**
- Any Additional Insured: [Insert Information]
- Any Proprietor / Partner / Executive Officer / Member Excluded: [Insert Information]
- Mandatory in Any
- If yes, describe under [Insert Information]
- Any Alterations Will Void this Certificate

**CERTIFICATE HOLDER**
- County of Morris
- Morris County Division of Planning & Preserv
- 1000 County Road 900
- Morris, NJ 07860-0800

**CANCELLATION**
- Should Any of the Above Described Policies Be Canceled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.

**AUTHORIZED REPRESENTATIVE**
- [Signature]

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BOARD OF CHOSEN FREEHOLDERS

MORRIS COUNTY, NEW JERSEY

Resolution No. 37

Adopted: August 12, 2015

WHEREAS, the Morris County Board of Chosen Freeholders (the “County”) has awarded various grants through the Morris County Historic Preservation Trust Fund (the “Trust Fund”) to the Ayres/Knuth Farm Foundation, Inc. for the preservation of the Ayres Farm House as owned by the Township of Denville; and

WHEREAS, the Trust Fund Rules and Regulations require that a 30-year easement agreement must be executed for a) all acquisition projects and b) construction grants over $50,000, applied cumulatively over any number of funding cycles, to assure long-term preservation of a historic property; and

WHEREAS, the Township of Denville has executed a Deed of Historic Preservation Easement between the Township and the County in relation to the Ayres Farm House.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Morris in the State of New Jersey as follows:

1. The Director of the Board of Chosen Freeholders is hereby authorized to sign and execute a Deed of Historic Preservation Easement for the Ayres Farm House to expire on Oct. 16, 2036, and the Clerk to attest to the same, a copy of which is on file in the office of the Department of Planning & Public Works and made a part hereof by reference.

2. The Clerk of the Board shall record the Deed with the Office of the Morris County Clerk.

3. The within resolution shall take effect immediately.

I hereby certify the above to be a true copy of a resolution adopted by the Board of Chosen Freeholders of the County of Morris at a regular meeting held on August 12, 2015.

Diane M. Ketchum, Clerk of the Board of Chosen Freeholders of the County of Morris
RESOLUTION REFUNDING THE OVERPAYMENT OF 2018 TAXES

WHEREAS, it has been found that the following overpayments have occurred due to reason 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.

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

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>60801 / 74</td>
<td>Mtg Co. paid taxes after adoption of R-18-185, Resolution to Cancel 2018 Taxes for Certain Properties Due to Veterans Exemptions.</td>
<td>Corelogic Attn: Refunds Dept PO Box 9202 Coppell, TX 75019</td>
<td>$2,859.17</td>
</tr>
</tbody>
</table>

Loc. 14 Dayton Rd

| 30201 / 3 | Mtg Co. paid taxes after adoption of R-18-185, Resolution to Cancel 2018 Taxes for Certain Properties Due to Veterans Exemptions. | Chase Attn: Refund Dept. 3001 Hackberry Road Irving, TX 75063 | $6,592.33     |

Loc. 34 Cooper Rd

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date

Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE 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.

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>2018-036</td>
<td>61202</td>
<td>8</td>
<td>14 Alpine Dr</td>
<td>Ridgeback Ventures LLC PO Box 503 Mt. Freedom, NJ 07970</td>
<td>$2,386.62</td>
<td>-0-</td>
</tr>
<tr>
<td>2016-033</td>
<td>70101</td>
<td>63</td>
<td>81 Ford Rd N</td>
<td>US Bank Cust BV002 Trst &amp; Crdtrs 50 South 16th Street, Suite 2050 Philadelphia, PA 19102-2513</td>
<td>$8,282.51</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>2018-003</td>
<td>20601</td>
<td>37</td>
<td>34 Old Mill Dr.</td>
<td>US Bank Cust/Actiien Holding Inc 50 South 16th St. Ste 2050 Philadelphia, PA 19102</td>
<td>$1,931.78</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>2018-017</td>
<td>41001</td>
<td>18</td>
<td>30 Merrie Trl.</td>
<td>US Bank Cust/Actiien Holding Inc 50 South 16th St. Ste 2050 Philadelphia, PA 19102</td>
<td>$726.73</td>
<td>-0-</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:

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR THE FURNISHING OF DENVILLE FIRE DEPARTMENT BREATHING AIR SYSTEM

WHEREAS, on November 14, 2018, the Township of Denville received two (2) bids for Denville Fire Department Breathing Air System; and

WHEREAS, Air and Gas Technologies, Inc. from Cliffwood Beach, New Jersey, submitted the lowest responsible and responsive bid for a total amount of $37,150.00; and

WHEREAS, the Municipal Council wishes to award the contract for the furnishing of Denville Fire Department Breathing Air System to Air and Gas Technologies, Inc. in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #18-37, which is annexed hereto and made a part thereof, that this contract will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

04-216-55-574-920 $37,150.00

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

1. A contract for the furnishing of Denville Fire Department Breathing Air System is hereby awarded to Air and Gas Technologies, Inc., 42 Industrial Drive, Cliffwood Beach, New Jersey 07735 in accordance with its bid in the amount of $37,150.

2. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Air and Gas Technologies, Inc. for the furnishing of Denville Fire Department Breathing Air System.

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

Certification Dated: [Signature]

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 11/20/18

Air Gas Technologies, Inc.
42 Industrial Drive
Cliffwood Beach, NJ 07735
Name and Address of Contractor

Cascade System $37,150.00
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. #, ORD. #</th>
<th>General Capital</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-574-920</td>
<td>$37,150.00</td>
<td>$37,150.00</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 Fund Balances under the following line item account(s):

| 04-216-55-574-920 General Capital | $37,150.00 |

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

COMMENTS:

Michael J Guarino
Chief Financial Officer

Date 11/20/18

CERT18-37
CONTRACT FOR THE FURNISHING OF:

Denville Fire Department Breathing Air System

THIS CONTRACT made this ______ day of ___________, 2018, by and between:

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

(Hereinafter, "Owner")

and

AIR GAS TECHNOLOGIES, INC.
42 Industrial Drive
Cliffwood Beach, NJ 07735

(Hereinafter, "Contractor")

WITNESSETH:

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

1. The Contractor will furnish the Breathing Air System, as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all, labor and all things necessary for the provision of furnishing the Breathing Air System in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of an executed contract and a Township of Denville purchase order as the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract documents, unless the period for completion is extended pursuant to the contract documents. Said completion period shall commence on the date stipulated in the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the contract documents and agrees to comply with all the terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of the Breathing Air System and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

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

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

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

8. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.
IN WITNESS WHEREOF, the parties 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

COUNTY OF

I certify that on the day of , 2018, 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 , 2018, 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 , 2018.

Kathryn Bowditch-Leon, Municipal Clerk

__________________________
(Notary sign, seal, stamp)