TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
December 18, 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)

DONATIONS BY VARIOUS SPORTS ORGANIZATIONS
TO "VAMP UP VETS FIELD"

2018 HOLIDAY PARADE AWARDS

NATIONAL GOLD MEDAL WINNER
CAD Design and Technical Drawing
William Owens

2018~2019 NEW JERSEY STATE TEACHER OF THE YEAR
Jennifer Skornia/
Morris County School of Technology

MORRIS KNOLLS HIGH SCHOOL
Madrigal Choir

• 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

30-18: An Ordinance of the Township of Denville, County of Morris, State of New Jersey, Amending Chapter 10, Fire Prevention, Section 10-9, Fire Zones, Subsection 10-9.7, Enforcement, of the Revised General Ordinances to Comply with Requirements of the Department of Community Affairs, Division of Fire Safety

ORDINANCES FOR INTRODUCTION
NONE

ITEMS FOR DISCUSSION AND/OR ACTION
NONE

RESOLUTIONS

CONSENT AGENDA:
R-18-236: Resolution Reappointing Zoning Board of Adjustment Members
R-18-237: Resolution Authorizing Tax Refunds and the Cancellation of Tax Delinquencies Under Ten Dollars ($10.00)
R-18-238: Resolution of the Township of Denville, County of Morris and State of New Jersey Confirming the Sale of Various Items of Municipal Property No Longer Needed for Public Use
R-18-239: Resolution Authorizing the Acceptance of Funds for Drive Sober or Get Pulled Over 2018 Year End Holiday Crackdown Grant from 12-07-18 to 01-01-19
R-18-240: Resolution Requesting Approval of Items of Revenue and Appropriation Pursuant to N.J.S.A. 40A:4-87 for the Drive Sober or Get Pulled Over 2018 Holiday Crackdown Grant
R-18-241: Resolution Authorizing a Raffle License in the Township of Denville
R-18-242: Resolution to Cancel Interest in the Amount of $16.79

NON-CONSENT AGENDA:
R-18-243: Resolution Approving 2018 Executive Session Minutes
R-18-244: Resolution Authorizing the Execution of a Contract to Acquire a Portion of Real Property Known as Block 70501, Lots 505, 508 and 511 Known as 139, 143 and 157 Hillcrest Drive, Respectively
R-18-245: Resolution Authorizing the Award of a Contract for the Purchase of Neptune Meter Reading Equipment and Software for the Department of Public Works in Accordance with Morris County Cooperative Pricing Council Contract No. 47

Rm18m246: Resolution to Cancel 2018 Taxes for a Certain Property Due to a Veteran Exemption

R-18-247: Resolution Refunding the Overpayment of 2018 Taxes

R-18-248: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates

R-18-249: Resolution Accepting the Donation of a School Bus by the Denville Township Board of Education for Use by the Township of Denville Fire Department for Training/Drilling Purposes

R-18-250: Resolution Authorizing the Execution of 2018 Morris County Open Space Grant Agreement for the Property Located at Block 21201, Lot 6, Known as the "Knuth-Diocese Property Acquisition Project"

R-18-251: Resolution Authorizing Renewal and Amendment of the Shared Services Agreement with the Borough of Mountain Lakes for a Shared Court

MINUTES FOR ADOPTION

• November 20, 2018
• December 4, 2018

MOTION TO ADJOURN
ORDINANCE NO. 30-18

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, Amending Chapter 10, Fire Prevention, Section 10-9, Fire Zones, Subsection 10-9.7, Enforcement, of the Revised General Ordinances to Comply with Requirements of the Department of Community Affairs, Division of Fire Safety

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, Amending Chapter 10, Fire Prevention, Section 10-9, Fire Zones, Subsection 10-9.7, Enforcement, of the Revised General Ordinances to Comply with Requirements of the Department of Community Affairs, Division of Fire Safety

Be passed on Final Reading and that a Notice of Final Passage be published in the 1/3/2019 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 12/18/2018
ORDINANCE NO. 30-18

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, AMENDING CHAPTER 10, FIRE PREVENTION, SECTION 10-9, FIRE ZONES, SUBSECTION 10-9.7i ENFORCEMENT, OF THE REVISED GENERAL ORDINANCES TO COMPLY WITH REQUIREMENTS OF THE DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF FIRE SAFETY

WHEREAS, Subsection 10-9.7 of the Township Code provides that the Township Fire Chief and the Township Police Department are authorized enforcing agents of the New Jersey Uniform Fire Safety Code; and

WHEREAS, by way of letter dated September 17, 2018, the New Jersey Department of Community Affairs, Division of Fire Safety, directed the Township to amend Subsection 10-9.7 to include the Fire Official/Fire Inspector as an enforcing agent.

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

SECTION 1. Chapter 10, Fire Prevention, § 10-9, Fire Zones, § 10-9.7, Enforcement, of the Revised General Ordinances is hereby amended to read as follows:

"The Fire Chief, Fire Official/Inspector, and the Township Police Department shall have concurrent jurisdiction to enforce the provisions of this section."

SECTION 2. This ordinance may be renumbered for purposes of codification.

SECTION 3. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.
SECTION 5. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:

APPROVED:

Kathryn Bowditch-Leon, RMC
Municipal Clerk

Mayor Thomas W. Andes
Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on , 2018.

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION REAPPOINTING ZONING BOARD OF ADJUSTMENT MEMBERS

BE IT RESOLVED by the Municipal Council of the Township of Denville that the following individuals are hereby appointed to the Board of Adjustment for the terms indicated:

Harold Fahrer re-appointed as Regular Member for a 4-year term
Term: 01/01/2019 to 12/31/2022

Timothy Wagner re-appointed as Regular Member for a 4-year term
Term: 01/01/2019 to 12/31/2022

Christine Hong re-appointed as Alternate #2 for a 2-year term
Term: 01/01/2019 to 12/31/2020

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 regular meeting held on

Certification Date: Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING TAX REFUNDS AND THE CANCELLATION OF TAX DELINQUENCIES UNDER TEN DOLLARS ($10.00)

WHEREAS, N.J.S.A. 40A:5-17.1 provides that a municipality may authorize the processing of tax refunds of less than ten dollars ($10.00) and the cancellation of tax delinquencies of less than ten dollars ($10.00); and

WHEREAS, the costs to collect certain balances exceed the delinquency itself.

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 to process, without any further action on the part of the governing body, any property tax refund of less than ten dollars ($10.00); and

BE IT FURTHER RESOLVED that the Tax Collector is hereby authorized to process, without any further action on the part of the governing body, the cancellation of any property tax refund, delinquency or the charges and fees imposed by the municipality of less than ten dollars ($10.00); and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be provided by the Municipal Clerk to the Tax Collector and Chief Financial Officer.

This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date:  Kathryn Bowditch-Leon, RMC
                      Municipal Clerk
RESOLUTION OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY CONFIRMING THE SALE OF VARIOUS ITEMS OF MUNICIPAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE

WHEREAS, by Resolution R-18-214, the Municipal Council of the Township of Denville authorized the sale of various items of municipal property no longer needed for public use through GovDeals, Inc.; and

WHEREAS, one (1) certified copy of Resolution R-18-214 was sent to the Director of the Division of Local Government Services; and

WHEREAS, the winning bidder(s) for the sale beginning on 12-05-2018 and ending on 12-18-2018 is provided on a Schedule B in the amounts listed.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville does hereby confirm the sale to the recipients named and for the amounts listed on Schedule B.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date
Kathryn Bowditch-Leon, RMC Municipal Clerk
Schedule B

TOWNSHIP OF DENVILLE GOVDEALS AUCTION

Vehicles and Equipment Auctioned 12/5/18 through 12/18/18

<table>
<thead>
<tr>
<th>Item Sold</th>
<th>Winning Bidder</th>
<th>Price</th>
</tr>
</thead>
</table>

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS FOR DRIVE SOBER OR GET PULLED OVER 2018 YEAR END HOLIDAY CRACKDOWN GRANT FROM 12-07-18 THROUGH 01-01-19

WHEREAS, the Township of Denville Police Department applied for the "DRIVE SOBER OR GET PULLED OVER 2018 YEAR END HOLIDAY CRACKDOWN GRANT" from the New Jersey Division of Highway Traffic Safety; and

WHEREAS, the State of New Jersey has awarded said grant to the Township of Denville in the amount of $5,500; and

WHEREAS, the grant will pay for Police Officers to work overtime to enforce laws effecting the safety and welfare of the people of Denville and to raise awareness about the dangers of drinking and driving.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted to accept the "DRIVE SOBER OR GET PULLED OVER 2018 YEAR END HOLIDAY CRACKDOWN GRANT" from the State of New Jersey in the amount of $5,500 and for the Chief of Police and Chief Municipal Finance Officer to sign the Grant Acceptance Conditions on behalf of the municipality.

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 REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-87 FOR THE DRIVE SOBER OR GET PULLED OVER 2018 HOLIDAY CRACKDOWN GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2018 in the sum of $5,500, which is now available from NJ Division of Highway Traffic Safety Drive Sober or Get Pulled Over 2018 Holiday Crackdown Grant.

BE IT FURTHER RESOLVED that the like sum of $5,500 is hereby appropriated under the caption Drive Sober or Get Pulled Over.

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 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>Morris Catholic High School</td>
<td>Off Premise 50/50</td>
<td>2/28/2019</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
RESOLUTION TO CANCEL INTEREST IN THE AMOUNT OF $16.79

WHEREAS, the below named homeowner contacted the Tax Collector to question whether the fourth quarter tax payment had been received as the check had not yet cleared his bank and he stopped payment on the check; and

WHEREAS, the below named homeowner explained that he always drops the tax payment in the box on the counter of the Tax/Utilities Office; and

WHEREAS, he submitted proof to the Tax Collector that said check was submitted for payment of the fourth quarter taxes; and

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

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

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

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER</th>
<th>CANCELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>40610 696</td>
<td>Louis G. Donadio</td>
<td>$16.79</td>
</tr>
<tr>
<td></td>
<td>57 Seneca Tri.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

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

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
BE IT RESOLVED, by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey that the following minutes of Executive Sessions be approved:

<table>
<thead>
<tr>
<th>Date</th>
<th>To Be Released</th>
<th>Members Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 9, 2018</td>
<td>No</td>
<td>None</td>
</tr>
<tr>
<td>February 13, 2018</td>
<td>No</td>
<td>Murphy</td>
</tr>
<tr>
<td>May 8, 2018</td>
<td>No</td>
<td>Murphy, Witte</td>
</tr>
<tr>
<td>October 9, 2018</td>
<td>No</td>
<td>Murphy, Borowiec</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 EXECUTION OF A CONTRACT TO ACQUIRE A PORTION
OF REAL PROPERTY KNOWN AS BLOCK 70501, LOTS 505, 508 AND 511 KNOWN AS 139,
143 AND 157 HILLCREST DRIVE, RESPECTIVELY

WHEREAS, John J. Phillips, Robert H. Donaldson and The Robert H. Donaldson Trust
have approached Protect Our Wetlands Water and Woods (“POWWW”) and the Township of
Denville with respect to the sale and donation of properties known as Block 70501, Lots 505, 508
and 511, more commonly known as 139, 143 and 157 Hillcrest Drive; and

WHEREAS, a Contract of Sale is being drafted wherein POWWW would purchase Block
70501, Lot 511 from John J. Phillips and The Robert H. Donaldson Trust; and

WHEREAS, as part of said sale, Block 70501, Lots 505 and 508 will be donated to the
Township of Denville by the Robert H. Donaldson Trust; and

WHEREAS, it may be necessary for the Township to execute the Contract of Sale; and

WHEREAS, the Mayor and Municipal Council of the Township of Denville have
determined that it is in the interest of the Township to accept said properties for open space
purposes.

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

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the
   Contract of Sale between the parties if necessary.

2. The contract is contingent upon the Municipal Council approving, by ordinance,
   the donation of the properties.

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 of the
Township of Denville at their regular Council meeting held on , 2018.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE OF NEPTUNE METER READING EQUIPMENT AND SOFTWARE FOR THE DEPARTMENT OF PUBLIC WORKS IN ACCORDANCE WITH MORRIS COUNTY COOPERATIVE PRICING COUNCIL CONTRACT NO. 47

WHEREAS, The Township of Denville wishes to purchase Neptune Meter reading equipment and software, specifically sixty (60) T-10 Integrated E-Coder Meters and sixty (60) R900 V4 Enhanced Meters as detailed on a quote for the Denville Department of Public Works; and

WHEREAS, said meters and software can be purchased from Rio Supply, Sicklerville, NJ, through the Morris County Cooperative Pricing Council Contract No. 47; and

WHEREAS, the maximum amount of the contract is $34,050.00 in accordance with the attached quotation; and

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

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #18-38, which is annexed hereto and made a part hereof, that this contract will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

<table>
<thead>
<tr>
<th>Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-203-55-516-501</td>
<td>$34,050.00</td>
</tr>
</tbody>
</table>

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 120 Neptune Reader meters, meter reading equipment and software is hereby awarded to Rio Supply, Inc., in accordance with the terms and conditions contained in MCCPC No. 47, 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 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
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 12106118

Rio Supply, Inc.
100 Allied Parkway
Sicklerville, NJ 08081
Name and Address of Contractor

<table>
<thead>
<tr>
<th>Meteres &amp; Readers</th>
<th>$34,050.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Description of Pending contract</td>
<td>Amount of Contract</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. #</th>
<th>ORD.#</th>
<th>Capital Outlay</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>05-203-55-516-501</td>
<td></td>
<td>$34,050.00</td>
<td>$34,050.00</td>
</tr>
</tbody>
</table>

TOTAL $34,050.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

| 05-203-55-516-501 | Capital Outlay | $34,050.00 |

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

COMMENTS:

18

CERT18-38
RIO Supply, Inc.
100 Allied Pkwy
Sicklerville, NJ 08081
Bryan Burdalski
(609) 410-5219

Date: 1/25/2018  
Quote#: 12349

<table>
<thead>
<tr>
<th>Name / Address</th>
<th>Ship To</th>
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<tbody>
<tr>
<td>Township of Denville</td>
<td>140-Iorris Ave</td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 07834</td>
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</table>

<table>
<thead>
<tr>
<th>Project</th>
<th>Payment Terms</th>
<th>Due Date</th>
<th>Rep</th>
<th>ATIN:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Net30</td>
<td>BJB</td>
<td>Tom</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3/912018</td>
<td></td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>ED2BIIRDG3</td>
<td>S/8X3/4T 10 MEIER w/ INIEGRAIBD E-CODED</td>
<td>60</td>
<td>255.00</td>
<td>15,300.00</td>
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<td>.13341-200</td>
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<td>7,800.00</td>
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<td>3,975.00</td>
<td>7,950.00</td>
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<td>Trimble Ranger 3 Charging &amp; Communications Cradle</td>
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<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
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<tr>
<td>.13302-000</td>
<td>R900 Belt Clip Transceiver</td>
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<td>0.00</td>
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<tr>
<td>.13525-200</td>
<td>N_SightHost Software (&lt;10,000)</td>
<td>1</td>
<td>3,000.00</td>
<td>3,000.00</td>
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<tr>
<td>ImpNJ</td>
<td>Implementation- Integration with CIS/ Billing Company (MSI), Installation of Hardware/ Software, Training of Employees, 1 Year Paid Software Maintenance/ Support</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Meters' Survey**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>.12110-100</td>
<td>POCKET PROREADERRF SYSTEM</td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td>.13302-000</td>
<td>R900 Belt Clip Transceiver</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>.13525-200</td>
<td>N_SightHost Software (&lt;10,000)</td>
<td>1</td>
<td>3,000.00</td>
<td>3,000.00</td>
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<td>ImpNJ</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Morris County Co-Op Pricing, Contract #47.

Total: $34,050.00

*Now accepting Visa, MC & American-Bxpress. All Quotes are Valid for 30 Days Unless Specified Otherwise. All First Time Orders are COD. Customer is Responsible for Shipping Charges; Tax Exemption Certificate Must Be Submitted. ALL SALES ARE FINAL. 25% RESTOCKING FEE.
RESOLUTION TO CANCEL 2018 TAXES FOR A CERTAIN PROPERTY DUE TO A VETERAN EXEMPTION

WHEREAS, it has been found that the following property owner has been granted 100% Veteran Exemption for his property in 2018, and so taxes for 2018 need to be canceled.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, that the Tax Collector is hereby authorized and directed to cancel the 2018 taxes for the below named property owner for the listed block and lot.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER</th>
<th>CANCELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3050119</td>
<td>David Andrews</td>
<td>$2,697.97</td>
</tr>
<tr>
<td></td>
<td>28 Station Rd</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 97834</td>
<td></td>
</tr>
</tbody>
</table>

Loe: 28 Station Rd.  
Date of Exemption 7/20/18

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 REFUNDING THE OVERPAYMENT OF 2018 TAXES

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

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

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

<table>
<thead>
<tr>
<th>Block / Lot Qual</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30501/9</td>
<td>3rd qtr. taxes were paid after 100% Veteran Exemption was granted for 2018</td>
<td>David Andrews 28 Station Rd Denville, NJ 07834</td>
<td>$1,184.59</td>
</tr>
</tbody>
</table>

Loe: 28 Station Rd

| 40001.02 / 11.01 C1408 | Veteran Deduction was granted after 4th qtr, taxes had been paid | David Cf Carolyn J Lawrence 50 Mackenzie Ln N Denville, NJ 07834 | $250.00 |

Loe: 50 Mackenzie Ln N

| 50601/12 | Veteran Deduction was granted after 4th qtr. taxes were paid | Michael/ Susan La Franca 220 Diamond Spring Rd Denville, NJ 07834 | $250.00 |

Loe: 220 Diamond Spring 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; and

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

<table>
<thead>
<tr>
<th>Address Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-052 61802 8 16 Whitman Dr US Bank/for BVOOl Trust 50 South 16th St. Ste 1950 Philadelphia, PA 19102-2513</td>
<td>$11,618.83</td>
<td>-0-</td>
</tr>
<tr>
<td>2018-019 41002 27 22 Riekens Tri US Bank Cust/Actlien Holding Inc 50 South 16th St. Ste 2050 Philadelphia, PA 19102</td>
<td>$2,172.47</td>
<td>$1,000.00</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 ACCEPTING THE DONATION OF A SCHOOL BUS BY THE DENVILLE TOWNSHIP BOARD OF EDUCATION TO THE TOWNSHIP OF DENVILLE FIRE DEPARTMENT FOR TRAINING/DRILLING PURPOSES

WHEREAS, the Denville Township Board of Education has offered to donate an old school bus, no longer needed for public use, to the Township of Denville for use by the Fire Department for training/drilling purposes; and

WHEREAS, the Township of Denville would like to accept the donation.

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

1. The Township of Denville accepts the donation of the school bus by the Denville Township Board of Education for use by the Township's Fire Department for training/drilling purposes.

2. The title for the school bus shall be transferred from the Denville Township Board of Education to the Township of Denville.

3. This Resolution shall take effect immediately

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE EXECUTION OF A 2018 MORRIS COUNTY OPEN SPACE GRANT AGREEMENT FOR THE PROPERTY LOCATED AT BLOCK 21201, LOT 6, KNOWN AS THE "KNUTH-DIOCESE PROPERTY ACQUISITION PROJECT"

WHEREAS, the Township submitted a grant application to the Morris County Open Space, Recreation, Farmland and Historic Preservation Trust Fund for financial assistance in acquiring the property located at Block 21201, Lot 6, 65 Cooper Road & Hill Road to be known as "Knuth-Diocese Property Acquisition Project"; and

WHEREAS, the Township's grant application for funding has been approved; and

WHEREAS, the Township is required to enter into an Open Space Grant Agreement with the County of Morris.

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

1. The Mayor and Municipal Clerk are hereby authorized to execute the Open Space Grant Agreement Between the County of Morris and Township of Denville.

2. A copy of the Agreement is on file in the Municipal Clerk's Office 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 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
OPEN SPACE

GRANT AGREEMENT

BETWEEN

THE COUNTY OF MORRIS

AND

TOWNSHIP OF DENVILLE

DATE OF FREEHOLDER BOARD APPROVAL:

THIS GRANT WILL EXPIRE ON:

April 1, 2020
MORRIS COUNTY PRESERVATION TRUST FUND

GRANT AGREEMENT

BETWEEN the Township of Denville, having its offices at 1 St. Mary's Place, Denville, NJ 07834, hereinafter referred to as the "Municipality," and the Morris County Board of Chosen Freeholders, P.O. Box 900, Morristown NJ, 07963-0900 hereinafter referred to as the "County,"

WITNESS ETH:

WHEREAS, the Morris County Board of Chosen Freeholders created the Morris County Open Space, Recreation, Farmland and Historic Preservation Trust Fund, hereinafter referred to as the "Morris County Preservation Trust Fund" or "Trust Fund," in accordance with P.L. 1997, c.24 (N.J.S.A. 40:12-15.1 et seq.), and any subsequent amendments thereto; and

WHEREAS, the Morris County Board of Chosen Freeholders created the Morris County Open Space and Farmland Preservation Trust Fund Committee, hereinafter referred to as the "Open Space Trust Fund Committee" to review, prioritize and make recommendations on the funding of projects; and

WHEREAS, Municipality has made an application ("Application") to the County for financial assistance in fiscal year 2018 under the Trust Fund and such Application is annexed hereto as Schedule C; and

WHEREAS, Municipality has submitted the Application in accordance with the current Rules and Regulations of the Trust Fund; and

WHEREAS, the Open Space Trust Fund Committee has reviewed said Application and found it to be in conformance with the scope and the mission of the Trust Fund, and recommended to the Morris County Board of Chosen Freeholders that the project be awarded funding; and

WHEREAS, the Morris County Board of Chosen Freeholders confirmed the findings of the Open Space Trust Fund Committee and approved the project titled Knuth-Diocese Property Acquisition Project, hereinafter referred to as the "Approved Project," for funding; and

WHEREAS, Municipality has agreed to hold and use the premises of the Approved Project in compliance with the Rules and Regulations of the Trust Fund.

NOW, THEREFORE, in consideration of the award for funding, and in accordance with the Application heretofore filed, and hereby incorporated into this Agreement as Schedule C, the County and the Municipality agree to perform in accordance with the terms and conditions set forth in this Grant Agreement, hereinafter referred to as "Agreement."
GENERAL PROVISIONS

1. DEFINITIONS

a) The term "Approved Project" means the acquisition of the project site in fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.

b) The term "County" as used herein means the Manis County Board of Chosen Freeholders.

c) The term "Municipality" as used herein refers to the town, township or borough in Morris County, which has submitted an Application, has been awarded a Trust Fund grant and has executed this Agreement with the County.

d) The term "Cost of Acquisition" means the total cost of all lands to be acquired by Municipality with the assistance of a grant pursuant to this Agreement, expressed either as the negotiated purchase price/contract value or appraised/fair market value, as shown on Schedule D.

Trnst Funds may only be used for the land acquisition cost of the Approved Project. Any other ancillary costs, such as demolition, surveys, appraisals, and professional fees, are not eligible for funding under the terms and conditions of this Agreement and are specifically excluded from the Cost of Acquisition.

The Trust Fund grant shall be limited to a maximum percentage of the Cost of Acquisition, which shall not exceed the percentage indicated in Schedule B. If the final land acquisition cost is less than the Cost of Acquisition for the Approved Project as indicated in the original application materials and incorporated in Schedules C and D, the Trust Fund grant amount shall be reduced.

e) The term "Commencement" as used herein means upon the full execution of this Agreement by all parties.

2. RULES AND REGULATIONS

The Municipality is bound to adhere to the Rules and Regulations of the Trust Fund (adopted May 26, 2010, amended to April 11, 2018) as if set forth here in their entirety.

3. PROJECT ADMINISTRATION

a) Municipality hereby accepts primary responsibility for the administration and success of the Approved Project, including any subagreements made by the Municipality for accomplishing the objectives set forth in this Agreement.

b) Municipality agrees to secure funding in excess of the County share necessary for the completion of the Approved Project and to complete the Approved Project in accordance with: (1) this Agreement, including all attached Schedules A through D; (2) the Rules and Regulations of the Trust Fund; and (3) the Application,
estimates, and maps submitted to the County and incorporated herein by reference.

c) Municipality agrees to provide to the County the descriptions required for Schedule A within 45 days after recording of the deed at the Morris County Hall of Records.

d) Municipality shall submit all necessary documentation and any other information within the time frame and in the manner requested by the County, including a monthly status report.

e) Municipality, its contractors and subcontractors shall complete all work performed pursuant to this Agreement in accordance with all State, Federal and local laws and regulations. Failure to comply with such laws, rules, regulations or policies shall, after written notices and reasonable opportunity to cure, be grounds for termination of the Approved Project.

f) Municipality, its contractors and subcontractors shall provide County personnel and any authorized representatives of the County reasonable access to all facilities, premises and records related to the Approved Project. Municipality shall promptly submit to the County any documents and information relating to the Approved project as may be requested by the County.

g) If the Municipality fails to complete or substantially complete the Approved Project within the time period set forth in this Agreement, or fails to comply with the time period set forth in any other project contract which is the subject of State assistance then, and in that event, County shall have the right in its sole discretion, to withhold any funds that are or may become payable to the Municipality in accordance with this Agreement.

h) Municipality agrees that any Trust Fund monies received from the County shall be used only for the purposes described in this Agreement. Municipality further agrees that if it uses Trust Fund monies for any purposes other than those specified and approved in this Agreement, the County may recover all such funds with interest.

i) Upon completion of the project, at the option of the County, the Municipality shall erect and maintain one or more approved permanent signs in a publicly visible location at the Approved Project, which signs shall contain the words, "The Morris County Preservation Trust Fund assisted in this purchase of land,"

j) Municipality shall maintain, protect and preserve all lands and improvements described in Schedule A and provide such police protection as may be required to provide reasonable security to the Approved Project.


l) The Municipality shall be required to provide the County with deeds of dedication for facilities or roadways under County jurisdiction, including sight triangle easements, bridge maintenance easements and roadway dedications. These easements and dedications shall be excluded from the preserved property and shall not be subject to open space restrictions. Proposed easements and roadway dedications shall be submitted to the County for review a minimum of fourteen (14) days prior to closing. The final dedications and easements shall be made prior to or at closing.
m) The Municipality is advised that property transfers may be subject to the New Jersey Bulk Sales requirement (N.J.S.A 54:50:50~28). It is the obligation of the Municipality to comply with the requirements of the law.

n) In the event the property is being acquired through a condemnation proceeding the complete grant amount shall be available to the Municipality until the end of the condemnation proceeding or the length of the grant, whichever occurs first. The Municipality may request an extension of the grant if the condemnation proceeding may extend beyond the length of the grant. The Municipality must show it is diligently prosecuting the condemnation. All requested extensions are subject to recommendation of the Committee and the approval of the Board of Chosen Freeholders.

4. PROJECT COSTS

a) Project costs eligible for Trust Fund assistance shall not exceed the Cost of Acquisition of the Approved Project.

b) The reimbursement of grant award after closing on the Approved Project shall not be permitted. All closing documentation shall be submitted to the County for review and approval prior to the disbursement of any grant award.

c) Municipality shall provide documentation to certify the Cost of Acquisition for the Approved Project by submitting the fully executed contract and a certified copy of the Municipal Ordinance authorizing acquisition of the Approved Project. Said documentation shall be submitted not later than 14 days prior to closing. The certification of eligible project costs shall be completed in a manner satisfactory to the County.

d) Municipality shall provide a draft deed (which shall include a metes and bounds description and the required deed restrictions outlined below in Section 7d), together with a copy of the survey for the Approved Project to the County not later than 14 days prior to closing for its review and approval. In the event the survey of the property determines that the actual amount of acreage is less than the amount outlined in Schedule B, the County reserves the right to declare this Agreement null and void or to reduce its grant award on a per acre basis, unless the variation in the amount of acreage is determined by the County to be de minimis.

e) The County shall not disburse any grant funds for an Approved Project which the Municipality seeks to acquire through the power of eminent domain (condemnation), except upon submission of a Certification by the appropriate municipal official, confirming that Municipality shall file a Declaration of Taking and Order for Deposit within fifteen (15) days of the date of this Certification. Municipality shall provide the County with a filed copy of the Declaration of Taking and Order for Deposit, within ten (10) days of receipt from the Superior Court. If Municipality fails to file the required Declaration of Taking and Order for Deposit within the prescribed time, Municipality shall be required to return all funds, plus interest at prevailing rate.

f) Grant award will be disbursed as payment at the time of closing upon satisfactory review by the County of requested documents outlined above. Funding will be
disbursed for costs allocated on Schedule B, provided that such costs itemized on Schedule B were actually expended in the acquisition of the Approved Project.

g) Municipality shall provide the County with a fully executed copy of the closing documents and recorded deed.

5. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

a) The Municipality shall provide for the following, at a minimum:

(i) Accurate, current and complete disclosure of the financial results of this Agreement and the Approved Project as administered by the Municipality;

(ii) Records accurately identifying the source and amount of any and all funds used to finance the Approved Project;

(iii) Effective internal and accounting controls over all funds, property and other assets. The Municipality shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;

(iv) Procedures to minimize elapsed time between any payment issued and the disbursement of such funds for the Approved Project by the Municipality. Municipality shall close within thirty (30) days of the date of disbursement of funds for the Approved Project. Municipality shall be required to return all funds, plus interest at prevailing rate, when closing does not occur within 30 days of the date of disbursement of funds; and

(v) Procedures consistent with the provisions of any applicable County policies and procedures for determining the reasonableness, allowableness and allocability of costs under this Agreement.

b) The County, or its duly authorized representative(s), shall have access to all records, books, documents and papers pertaining to this Agreement and the Approved Project for audit, examination, excerpt and transcript purposes. Municipality shall provide information in a form and manner practicable for the County.

Such access shall apply during performance of the Approved Project and for five years after the latter date of either final payment or audit resolution.

All records shall be maintained in accordance with the appropriate State, County and Municipal Records Retention Schedules.

c) Audit reports must address Municipality's compliance with the material terms and conditions of this Agreement and applicable laws/regulations. Municipality shall conduct annual audits in conformance with all Federal and State laws, as amended.

6. ASSIGNMENT OF GRANT

a) Municipality may assign the rights, funds and obligations under this grant agreement in whole or in part to a County of Morris public entity such as the Morris County Park Commission or the Morris County Municipal Utilities Authority provided that said governmental entity will be the ultimate owner of the property.
Said assignment shall require that the assignee obligates itself to all the terms and conditions of the grant agreement. The assignment agreement shall be in a form acceptable to the County.

b) Municipality may assign the rights, funds and obligations under this grant agreement in whole or in part to a Non-Profit, subject to the approval of the County and at the County's sole discretion. The County may require additional information regarding the proposed assignee.

Said assignment shall require that the assignee obligates itself to all the terms and conditions of the grant agreement. The assignment agreement shall be in a form acceptable to the County.

7. LAND USE RESTRICTIONS

a) Land and water areas, and any improvements thereon, acquired by a Municipality through use of a Trust Fund grant shall be used exclusively for purposes authorized pursuant to P.L. 1997, c.24, N.J.S.A. 40:12-15.1, et seq., and any amendments thereto.

b) Lands acquired by Municipality with the aid of a grant from the County shall not be conveyed, transferred, disposed of or diverted to use for other than recreation, conservation, farmland or historic preservation purposes without the prior approval of the County.

c) The County may grant such approvals for conveyance, transfer, disposition or diversion under this Section only when Municipality meets the requirements of Section 3.3.8 of the Trust Fund Rules and Regulations regarding Diversions of Preserved Lands.

(i) In cases dealing with permanent easements, even though individual cases may appear insignificant, the perpetual nature of public lands and the cumulative effect over a long period of time is significant. In an effort to discourage this type of diversion, a minimum cash value of $25,000.00 will be placed on any consideration for easements on such property. Charges above this minimum will be determined by the County on an individual project basis.

d) Municipality shall cause to be included in all deeds of lands which are purchased using monies awarded herein the open space deed restrictions provided by the County. Draft deed, including all restrictions and metes and bounds description(s), shall be submitted for review and must be approved by the County not later than 14 days prior to closing. Required deed restrictions shall be obtained from the County.

e) Municipality shall be solely responsible for confirming any and all permitted open space uses and/or deed restrictions which may be required or necessitate approval by any and all funding entities, particularly those which deviate from the standard county deed restrictions, prior to executing purchase contract and/or recording any deeds. Failure to confirm acceptable and required deed restrictions may necessitate renegotiating contract terms and/or the recording of corrective deeds at
8. RELEASE AND INDEMNIFICATION

a) The Municipality shall defend, indemnify, protect and save harmless the Trust Fund and the County, its agents, servants and employees from and against all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act of the Municipality, its agents, servants, employees, contractors and subcontractors in the performance of this Agreement and the Approved Project. The Municipality shall, at its own expense, appear, defend, and pay all attorneys' and other professional fees and costs and all other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the Trust Fund or the County for which indemnification is provided under this paragraph, the Municipality shall, at its own expense, satisfy and discharge the same.

b) The Municipality shall, within ten (10) days after a claim has been made against it, give written notice thereof to the County along with full and complete particulars of the claim. If suit is brought against the County or any of its agents, servants or employees, for which indemnification is provided under this Agreement, the County shall expeditiously forward to the Municipality every demand, complaint, summons, pleading, or other process received.

9. PROJECT TERMINATION

a) Municipality may not terminate, modify or rescind this Agreement without the express written approval of the County. Any attempt by the Municipality to terminate, modify or rescind this Agreement after Commencement without the express written approval of the County shall constitute a material breach and subject the Municipality to any and all appropriate remedies at law.

b) County may terminate this Agreement in whole or in part at any time for good cause. The term "good cause" shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the Rules and Regulations of the Trust Fund.

10. REMEDIES

a) In addition to any other rights and remedies available to the County pursuant to law) in the event of failure to comply with this Agreement and/or with the Rules and Regulations of the Trust Fund, the County may take any of the following actions or any combination thereof:

(i) Demand compliance with the provisions of this Agreement;

(ii) Withhold County funds;

(iii) Declare this Agreement null and void;

(iv) Amend this Agreement in its sole discretion to its satisfaction; and/or
(v) Require a full refund of all Trust Fund monies, plus interest at prevailing rate, granted to Municipality.

b) No remedy herein conferred or reserved by the County is intended to be exclusive of any other available remedy or remedies, but each and every other remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon failure of compliance with this Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Section.

c) In addition to the above remedies, if a Municipality commits a breach, or threatens to commit a breach of this Agreement, the County shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the County and that money damages will not provide and adequate remedy therefor.

d) The County shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Municipality if any event or failure of compliance shall occur hereunder.

11. MISCELLANEOUS

a) This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect of the subject matter hereof. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

b) Modifications or waivers of any provisions of this Agreement of the Approved Project must be in writing and submitted to the County for prior approval.

c) In the event of any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

d) In the event that any provision of this Agreement should be breached by the Municipality and thereafter waived by the County, such waiver shall be limited to the particular breach so waived by the County and shall not be deemed to waive any other breach by the Municipality.

e) This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of Municipality, but no part hereof shall be assigned without the prior written consent of the County.

f) This Agreement shall be construed and enforced under the laws of the State of New
g) In the event of litigation, Municipality waives whatever right it may have to trial by jury.

h) No escrow closings shall be permitted.

i) All surveys shall be prepared in accordance with Section 3.3.7.4 of the Trust Fund Rules and Regulations regarding Requirements for Surveys.

j) The parties agree to jointly coordinate any publicity or press releases regarding the acquisition of the Approved Project for open space purposes.
By signing below; the Municipality and the County hereby execute this Agreement and confirm that each of them are mutually bound by all provisions contained in its General Provisions and the attached Schedules A through D.

ATTEST:

MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS

By:

Clerk

Name: Douglas R. Cabana
Title: Freeholder Director

ATTEST:

TOWNSHIP OF DENVILLE

By:

Clerk or Notary

Date:

Name:

Title: ______________________
ATTACHMENTS

The following are fully incorporated into this Agreement:

Schedule A: Metes and bounds description of the lands acquired including a list of blocks, lots, and acres actually acquired

Schedule B: Approved Project Description

Schedule C: Project application made to the Morris County Preservation Trust

Schedule D: Final Project Finance Sheet
SCHEDULE A

Metes and Bounds Description
(to be provided upon property acquisition)
SCHEDULEB

APPROVED PROJECT DESCRIPTION

MUNICIPALITY: Township of Denville

APPROVED PROJECT NAME: Knuth-Dioceese Property Acquisition Project

TYPE OF PROJECT: Acquisition in fee simple

PROJECT PERIOD: Applicants approved for funding shall have fifteen (15) months to acquire the property. The timeframe will commence on January 1 of the following calendar year. If the applicant fails to complete the project within the fifteen months, the grant shall be forfeited.

BLOCKS AND LOTS TO BE ACQUIRED

<table>
<thead>
<tr>
<th>BLOCKS AND LOTS TO BE ACQUIRED</th>
<th>ESTIMATED ACREAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 21201~Lot6</td>
<td>9.03 acres</td>
</tr>
</tbody>
</table>

COST OF ACQUISITION FOR THE APPROVED PROJECT (Per Schedule D)

MUNICIPAL/NON-PROFIT grant from the MORRJS COUNTY OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND not to exceed: $375,000

MORRIS COUNTY ACCEPTED MARKET VALUE (AMV) $375,000

MUNICIPAL/NON-PROFIT grant from the MORRJS COUNTY OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND PERCENTAGE OF THE COST OF ACQUISITION not to exceed: 100%

[BASED ON MORRJS COUNTY AMV]
SCHEDULEC

Project Application made
to Morris County Preservation Trust
SCHEDULED

Final Project Finance Sheet
Morris County Open Space Trust Fund

Project Finance Site

Roman Catholic Diocese of Paterson

Municipality of Ghadahl Cetiistfrvartcy

Appraisal Firm: Newman

Appraisal as of date: 12/9/01

P-OsF-Highland appraised value: $250,000

Total Cost of Land: $825,000

(Note: Do NOT include any income CQ.'s, SUCH as il-people-land-1 il-, s-univ-es-1 il-, d-l-a-1 e-1)

Total cost is appraised value - Ocontract amount = appraised contract value + ZJverbal offer

Morris County Open Space Funds Requested = $375,000

Balance = $450,000

Source of Balance (check all that apply)

* Applicant Grant $3.75

Status of Grant (i.e.: approved and /valid/pending):

Municipal Open Space Trust $4,500

(Complete Schedule Comp. 9)

Other Municipal Funds

Non Profit Green Acres Grant

6 other Grants & Donations

Accurate financing of the project,

Governing Body representative and/or Non-Profit trustee

Date

* * *This page is due on June 15, 20J8 with the application and appraisal* *
WHEREAS, the Borough of Mountain Lakes and the Township of Denville entered into a Shared Services Agreement for a Shared Court on March 9, 2010, which Agreement expired April 30, 2015; and

WHEREAS, the first renewal term of the Shared Services Agreement expired on December 31, 2015; and

WHEREAS, the second renewal term of the Shared Services Agreement will expire on December 31, 2018; and

WHEREAS, the parties have agreed upon the terms of a third renewal of the Shared Services Agreement for a three-year term to end on December 31, 2021.

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

1. The third renewal of the Shared Services Agreement with the Borough of Mountain Lakes for a Shared Court is hereby authorized for a term commencing January 1, 2019 through December 31, 2021.

2. The Mayor and Township Clerk are hereby authorized to execute the Third Amendment to Shared Services Agreement to reflect the renewal term.

3. A copy of the Agreement is on file in the office of the Township Clerk.

4. A copy of the Agreement and this Resolution shall be filed with the Administrative Office of the Courts and the Assignment Judge of the Superior Court, Morris County.

This Resolution shall take effect immediately.

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
THIRD AMENDMENT TO SHARED SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF DENVILLE AND
THE BOROUGH OF MOUNTAIN LAKES

WHEREAS, the Borough of Mountain Lakes and the Township of Denville determined it to be in their mutual best interests to provide for the sharing of facilities, personnel and resources by their respective Municipal Courts as authorized by N.J.S.A. 2B:12-1.C. and entered into an Shared Services Agreement dated March 9, 2010 (hereinafter "the Agreement"); and

WHEREAS, the parties previously renewed the Agreement term from May 1, 2015 to December 31, 2015 and then again from January 1, 2016 to December 31, 2018; and

WHEREAS, the parties wish to enter into a third renewal of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the promises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree that the Shared Services Agreement dated March 9, 2010 is amended as follows:

1. The first sentence of Paragraph 5 is hereby amended to read as follows:

"The Borough of Mountain Lakes agrees to annually pay to the Township of Denville the sum of $56,855 for calendar year 2019 of this renewal term, which sum shall be adjusted annually as set forth in the agreement and which sum both parties agree shall cover the Borough's portion of expenses for administering the Court, including salaries for the Judge(s), Prosecutor(s), Public Defender(s), Court Administrator and Deputy Administrator(s) and other court personnel selected and determined by the Township of Denville, and all costs of materials, equipment and operating expenses for the Shared Court."

The remainder of paragraph 5 is unchanged.

2. The third renewal term of the Shared Services Agreement shall be January 1, 2019 through December 31, 2021.

3. All other terms of the March 9, 2010 Shared Services Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this agreement on its behalf this ___ day of ____, 20__

ATTEST: BOROUGH OF MOUNTAIN LAKES

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, RMC Thomas W. Andes, Mayor