TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
March 1, 2016, 7:30 P.M.

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

Council Members

Gabel
Lyden
Golinski, Council President

Witte
Fitzpatrick
Murphy

In Attendance

Mayor Andes
Administrator Ward

Township Attorney Jansen
Other: ____________________

- 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

R-16-75: Introduction of the Township of Denville 2016 Municipal Budget

ORDINANCES FOR ADOPTION

NONE

ORDINANCES FOR INTRODUCTION

03-16: An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter II, Administration, Regarding the Division of Health

ITEMS FOR DISCUSSION AND/OR ACTION

NONE
CONSENT AGENDA:

R-16-76: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-16-77: Resolution Authorizing Raffle Licenses in the Township of Denville

R-16-78: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate

R-16-79: Resolution Authorizing the Execution of an Agreement with the Morris County Vocational School

R-16-80: Resolution Authorizing Issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control

NON-CONSENT AGENDA:

R-16-81: Resolution Authorizing the Transfers of Calendar Year 2015 Budget Appropriations

R-16-82: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates

MINUTES FOR ADOPTION

• February 16, 2016

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

PROCLAMATION
AMERICAN CANCER SOCIETY – RELAY FOR LIFE
Bonnie Rosenthal, Relay for Life Central Morris County Chair

MOTION TO ADJOURN
MUNICIPAL BUDGET
2016

R-16-73

CERTIFICATION OF APPROVED BUDGET

Date: 2016

(Do not advertise the Certification Form)

DO NOT USE THESE SPACES

Date: 2016

Township of __________
County of __________

Municipal Budget of the

Date: 2016

(Do not advertise the Certification Form)
The changes or comments which follow must be considered in connection with further action on this budget.

COMMENTS OR CHANGES RECEIVED AS A CONDITION OF CERTIFICATION OF DIRECTOR OF LOCAL GOVERNMENT SERVICES
Sheets 2

May be presented by taxpayers or other interested persons.

Cross out one (1)

on (P.M.)

7:30

At which time and place objections to said budget and tax resolution for the year 2016

Mayor of


A hearing on the budget and tax resolution will be held at

Municipal Building

on

March 1, 2016

of

Denerville, Township of

County of

Notice is hereby given that the budget and tax resolution was approved by the

Governing Body

Abstain

Ayes

RECOMMEND VOTE

The Governing Body of the Township of Denerville, County of Huron, hereby approve the following as the budget for the year 2016:

in the issue of

$9,616

2016

March

Be it further resolved, that said budget be published in the Citizen of Huron County:

Be it further resolved, that the following statement of revenues and appropriations shall constitute the municipal budget for the year 2016:

Municipal budget of the Township of

County of

Denerville, Township of

Section 1.
ORDINANCE NO. 03-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter II, Administration, Regarding the Division of Health

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter II, Administration, Regarding the Division of Health

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at a meeting of the Municipal Council of the Township of Denville on 4-5-2016 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 03-01-2016
ORDINANCE NO. 03-16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO AMEND CHAPTER II, ADMINISTRATION, REGARDING THE DIVISION OF HEALTH

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

SECTION 1. Chapter II, Administration, Article VI, Administrative Departments, Section 2-21, Department of Health and Social Services, Section 2-21.2, Division of Health, is hereby amended to read as follows:

"2-21.2 Division of Health.

The head of the Division of Health shall be that person appointed as Health Officer for the Township. The Health Officer may either be the Director, in which event (s)he shall serve for a term commensurate with the term of the Director, or a person appointed by the Director, in which event (s)he shall serve for a term of three years, and until his/her successor has been duly qualified and appointed.

The local registrar shall be appointed by a resolution of the governing body, pursuant to the provisions of N.J.S. 26:8-11, and confirmation by the Director, for a term of three (3) years. Upon appointment, the local registrar shall, pursuant to N.J.S. 26:8-17 and -18, appoint a deputy registrar and, where necessary, one or two alternate deputy registrars and a subregistrar.

The Division of Health shall consist of sections of public health nurses and sanitation, and such other sections as may be designated on the organization chart of the Township. The Division of Health shall:

a. Administer general laws and Township ordinances conferring functions, powers and duties upon a board, department of health or a local Health Officer.

b. Enforce laws and ordinances providing for the prevention and control of disease, including bioterrorism, and conduct related inspections.

c. Administer a public health nursing service and health education programs.

d. Operate public health clinics as authorized by Township ordinances and general law.

e. Enforce the public health practice standards, as set forth in N.J.A.C. 8:52."
SECTION 2. All Ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

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

SECTION 4. The provisions of this ordinance may be renumbered for purposes of codification.

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:

THOMAS W. ANDES, MAYOR
TOWNSHIP OF DENVILLE

KATHRYN BOWDITCH-LEON, RMC
MUNICIPAL CLERK

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

Kathryn Bowditch-Leon, RMC
ORDINANCE NO. -16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO AMEND CHAPTER II, ADMINISTRATION, REGARDING THE DIVISION OF HEALTH

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SECTION 4. The provisions of this ordinance may be renumbered for purposes of codification.

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: KATHRYN BOWDITCH-LEON, RMC MUNICIPAL CLERK

APPROVED: THOMAS W. ANDES, MAYOR TOWNSHIP OF DENVILLE

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

Kathryn Bowditch-Leon, RMC
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:

Malatesta

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 March 1, 2016.

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING RAFFLE LICENSES
IN THE TOWNSHIP OF DENVILLE

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Rugby Corporation</td>
<td>Off Premise 50/50</td>
<td>6/11/2016</td>
</tr>
<tr>
<td>PTA Valleyview School</td>
<td>Off Premise Mdse.</td>
<td>5/2/2016</td>
</tr>
<tr>
<td>PTA Valleyview School</td>
<td>Off Premise 50/50</td>
<td>5/20/2016</td>
</tr>
<tr>
<td>HSA Morris Knolls H.S.</td>
<td>Tricky Tray</td>
<td>4/15/2016</td>
</tr>
<tr>
<td>HSA Morris Knolls H.S.</td>
<td>Bingo</td>
<td>4/15/2016</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on March 1, 2016.

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

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

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized and directed to forward the check to the Tax Collector to be delivered to the following lien holder 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>2015-032</td>
<td>60205</td>
<td>200</td>
<td>17 Rockaway Ave</td>
<td>US Bank Cust/PC5 Sterling National 50 South 16th St.Ste 2050 Philadelphia, PA 19102</td>
<td>$1,001.52</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 March 1, 2016.

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

WHEREAS, Morris County Vocational School ("School") is the owner of property located at 400 East Main Street in the Township of Denville and has agreed to provide a portion of the property for the construction and maintenance of a community playground; and

WHEREAS, the Township will install and maintain the playground equipment; and

WHEREAS, the School and the Township have agreed upon the terms of an agreement with regard to the installation and maintenance of the playground to be known as the Fox Hill Playground.

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 execute an Agreement with the Morris County Vocational School for nominal consideration for the use of a portion of the School's property for the installation and maintenance of a community playground.

2. A copy of the Agreement 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 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 March 1, 2016.

Certification Dated: ________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

This Agreement is made this day of , 2016, between MORRIS COUNTY VOCATIONAL SCHOOL, having its office at 400 East Main Street, Denville, New Jersey 07834, (hereinafter the "School") and TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey with offices at the Municipal Building, 1 St. Mary's Place, Denville, New Jersey 07834, (hereinafter the "Township").

WHEREAS, the School is the owner of certain lands situated at 400 East Main Street in the Township of Denville, and desires to provide a portion of said property, as depicted on the attached Schedules A and B, for the construction of a community playground; and

WHEREAS, the Township desires to install and maintain playground equipment on said property; and

WHEREAS, the parties desire to enter into an agreement for a nominal consideration for the benefit of the entire community with regard to the installation and maintenance of a playground by the Township on the School’s property.

NOW, THEREFORE, IN CONSIDERATION of the covenants and provisions hereinafter expressed, the parties do hereby enter into an agreement as follows:

1. Description of Premises. School consents to the use by the Township of the land described on the attached Schedule A, being part of Block 31301, Lot 18, also being described on a map of the premises attached hereto as Schedule B (hereinafter the "Premises") for the purposes set forth in Paragraph 4.

2. Term.
   a. The initial term of this agreement is twenty (20) years to commence on March 1, 2016. In the event that the School sells the property or seeks to terminate this Agreement prior to the end of the term, School agrees to pay to the Township five percent (5%) of the cost of the equipment installed, at the prices set forth in Schedule C, for each and every year remaining on the initial term.
   b. This Agreement may be renewed by the parties upon agreement for successive five (5) year terms. During any such renewal term, either party may cancel the agreement on six (6) months' notice without penalty or payment.
   c. The parties shall meet no less frequently than annually to review the rights and duties of each party and assess their respective performances under the agreement.

3. Consideration. The total annual consideration for the entire term of the Agreement, including any renewal term, is One Dollar ($1.00) plus the covenants and conditions contained herein.
4. Use of Premises.

a. Township shall use and occupy the Premises for a public playground facility to be known as the "FOX HILL ROAD PLAYGROUND." The Township’s use and occupancy of the Premises shall be non-exclusive.

b. Township agrees that the Premises shall not be used for any other purpose without the written consent of the School.

c. The School does not offer or provide parking for patrons of the playground.

5. Care and Repair of Premises.

a. Township shall commit no act of waste and shall assume full and regular maintenance of the Premises and appurtenances on the Premises, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. School shall have no maintenance obligation except as set forth in this Agreement. Township shall provide routine refuse removal. All improvements made by Township to the Premises which are capable of being removed from the Premises shall remain the property of Township and shall be removed by Township at the termination of this Agreement. Township shall not permit the accumulation of waste or refuse matter on the Premises.

b. Township officials and employees shall have access at all times to the Premises for the purposes of inspection, care and maintenance.

c. If the parties mutually agree that this Agreement will not automatically renew at the end of a term, then not later than the last day of the term, Township shall, at Township’s expense, remove all of Township’s personal property and those improvements made by Township which have not become the property of School; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as it was at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Township or Township’s agents, servants, visitors or licensees, excepted. However, if School unilaterally determines not to renew this Agreement by providing the notice pursuant to Paragraph 2.b. then all property of Township remaining on the Premises after the last day of the term of this Agreement shall be conclusively deemed abandoned and may be removed by School at the expense of the School.

6. Plan of Playground and Improvements.

a. The Township may select, install and maintain playground equipment on the Premises for use as a community playground, at its sole cost and expense, in accordance with the plan attached hereto as Schedule B and the equipment list attached hereto as Schedule C. Installation of the playground equipment will be by community volunteers under the supervision of the Township’s Department of Public Works.
b. No lighting may be installed without School’s prior written approval.

c. The surface area of the playground is to be engineered wood fiber and shall be kept clean and well maintained by the Township.

d. Township shall not, without first obtaining the written consent of School, make any substantial alterations, additions or improvements in, to or about the Premises other than as specifically set forth in this Agreement and shown on Schedule B.

7. **Liability Insurance.** The Township shall obtain, pay for, and keep in effect for the benefit of the School and the Township general liability insurance on the Premises in the amount of $1,000,000 plus excess liability insurance in the amount of $1,000,000. School and the County of Morris shall be named as an "Additional Insured" on all policies.

   All policies shall state that the insurance company cannot cancel or refuse to renew without at least ten (10) days’ written notice to the School and the County of Morris.

   The Township shall deliver a Certificate of Insurance to the School. This shall be done not less than fifteen (15) days before the beginning of the term. The Township shall deliver a new Certificate of Insurance to the School with proof of payment not less than fifteen (15) days before the expiration date of each policy period.

8. **Liability of Township and School.** The School shall not be liable for injury or damage to any person or property unless it is due to the School’s act or neglect. The Township is liable for any loss, injury or damage to any person or property caused by the wrongful act or neglect of the Township or the Township’s employees with regard to all aspects of the design, maintenance and operation of the playground. The Township shall defend the School from and reimburse the School for all liability and costs resulting from any personal injury or damage due to the wrongful act or neglect of the Township, the Township’s employees, agents, contractors, invitees or the public.

9. **Utilities and Services.** The Township shall arrange and pay for any utilities and services required for the premises.

10. **Signs.** Township shall be entitled to place safety and directional signs on the Premises. Signs must conform to all applicable municipal ordinances and regulations. School retains the right to review and approve in writing all signs, including the location and type of print, prior to their installation.

11. **Regulations and Hours of Operation.** The playground may be open to the public each day between dawn and dusk and the rules and regulations set forth in Township of Denville Ordinance Section 22-6.1(g) shall apply to the playground and be enforced by the Township.

12. **School’s Access to Premises.** School shall have access to the Premises at all times. School shall have the right but not the obligation, to remove, or secure from use any defective equipment but only after first having provided notice to the Township Administration and/or Department of Public Works and the Township having failed to respond within 24 hours.

13. **Waivers of Subrogation.** Notwithstanding the provisions of Section 7 of this Agreement, in any event of loss or damage to the Premises and/or any personal property thereon,
14. **Eminent Domain.** If the Premises or any part of the Premises or any estate in the Premises materially affecting Township’s use of the Premises be taken by eminent domain, this Agreement shall terminate on the date when title vests pursuant to such a taking. Township shall not be entitled to any part of the award for such a taking or any payment in lieu of the award, but Township may file a claim for any taking of fixtures and improvements owned by Township.

15. **School’s Remedies on Default.** If Township defaults in the performance of any of the covenants or conditions of this agreement, School may give Township notice of such a default, and if Township does not cure any default within sixty (60) days, after the giving of notice (or if the default is of such a nature that it cannot be completely cured within that period, if Township does not commence the curing within sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure the default), then School may terminate this Agreement on not less than sixty (60) days’ notice to Township. On the date specified in the notice the term of this Agreement shall terminate and Township shall have no further rights under this Agreement except for reimbursement in accordance with Paragraph 2.a.

16. **Effect of Failure to Insist on Strict Compliance with Conditions.** The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Agreement cannot be changed or terminated orally.

17. **Open Space Inventory.** It is the intention of the parties that the Premises will not be included on any Recreation or Open Space Inventory.

18. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by certified mail in an addressed postpaid envelope or by telecopier with receipt for same; if to Township, at the Municipal Building, 1 St. Mary’s Place, Denville, New Jersey 07834; if to School, to Superintendent, Morris County Vocational School, 400 East Main Street, Denville, New Jersey 07834; or, to either, at such other address as Township or School, respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the second day after the mailing of such notice.

19. **Effect of Other Representations.** No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making such representations or promises.

20. **Quiet Enjoyment.** School covenants that use by the School or its invitees shall create no unreasonable interference with the use of the playground by the public. School further covenants not to undertake or do or cause or permit to be done any act or thing about, on or near the playground which may be or become a nuisance or inconvenience or cause damage or annoyance to the Township or the public or which may infringe any statutory provision, order or regulation which may be in force, from time to time.
21. **Section Headings.** The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

22. **No Landlord Tenant Relationship.** The parties specifically acknowledge that this Agreement does not in any way create a relationship of landlord and tenant and nothing herein shall contain, create or be construed to create a tenancy. The provisions of this Agreement are specific to the parties and the parties may not assign, charge or hypothecate this Agreement or any benefit under it either in whole or in part, unless the School should make a determination to sell the lands described herein, in which event the School may terminate the agreement on three (3) months written notice to the Township subject to the reimbursement obligation set forth in Paragraph 2.a.

23. **Situs.** The Laws of the State of New Jersey shall apply to this Agreement.

The School and Township agree to the terms of this Agreement by signing below. If a party is a corporation, this Agreement is signed by its proper corporate officers and the corporate seal is affixed.

**ATTEST:**

**MORRIS COUNTY VOCATIONAL SCHOOL**

Susan Young, Board Secretary/Administrator  
Barbara Dawson, President

**ATTEST:**

**TOWNSHIP OF DENVILLE**

Kathryn Bowditch-Leon, Clerk  
Thomas W. Andes, Mayor
The premises which are the subject of this Agreement are a portion of Block 31301, Lot 18 approximately 60' by 58' by 81' as depicted on Schedule B.
Fox Hill Road Playground  
Denville, New Jersey  
Reference Drawing DFF-6093-8  
Playground Cost Summary

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PLAYGROUND EQUIPMENT</strong></td>
<td></td>
</tr>
<tr>
<td>BERLINER: MEDIUM SPACEBALL, MODEL 90.100.041</td>
<td>23,168</td>
</tr>
<tr>
<td>HENDERSON RECREATION: DOUBLE BAY, SINGLE POST SWING, MODEL SW360/361</td>
<td>3,196</td>
</tr>
<tr>
<td>- INCLUDES TWO BELT SEATS, ONE BABY BELT SEAT, AND ONE ACCESSIBLE SEAT</td>
<td></td>
</tr>
<tr>
<td>HENDERSON RECREATION: ORBITER OVERHEAD UMBRELLA SPINNER, MODEL TE031</td>
<td>2,833</td>
</tr>
<tr>
<td>HENDERSON RECREATION: PLAYTOTS WEE WORLD, MODEL PT5000</td>
<td>5,870</td>
</tr>
<tr>
<td>HENDERSON RECREATION: SIT DOWN SUPER SPINNER, MODEL TE046</td>
<td>1,345</td>
</tr>
<tr>
<td>HENDERSON RECREATION: SAFARI 4 x 4, MODEL TE027</td>
<td>2,473</td>
</tr>
<tr>
<td>HENDERSON RECREATION: TWIST CLIMBER, MODEL TE021</td>
<td>784</td>
</tr>
<tr>
<td>HENDERSON RECREATION: &quot;ALGONQUIN&quot; 6' LONG PICNIC TABLE, MODEL PC012</td>
<td>505</td>
</tr>
<tr>
<td>HENDERSON RECREATION: &quot;DOVER&quot; STYLE PARK BENCHES, TWO @ $486 EACH</td>
<td>972</td>
</tr>
<tr>
<td><strong>SUBTOTAL - NEW PLAYGROUND EQUIPMENT &amp; SITE AMENITIES</strong></td>
<td>41,146</td>
</tr>
<tr>
<td>LESS PACKAGE PRICE DISCOUNT FOR PLAY EQUIPMENT: - 10 %</td>
<td>-4,115</td>
</tr>
<tr>
<td><strong>NET EQUIPMENT COST</strong></td>
<td>37,031</td>
</tr>
<tr>
<td><strong>FREIGHT CHARGES</strong></td>
<td></td>
</tr>
<tr>
<td>HENDERSON RECREATION - BERLINER SPACEBALL</td>
<td>980</td>
</tr>
<tr>
<td>HENDERSON RECREATION - PLAYSTEEL EQUIPMENT &amp; SITE AMENITIES</td>
<td>1,420</td>
</tr>
<tr>
<td><strong>SUBTOTAL - FREIGHT CHARGES</strong></td>
<td>2,400</td>
</tr>
<tr>
<td><strong>CONSTRUCTION SUPERVISION CHARGES</strong></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION SUPERVISION CHARGE - ONE MAN ONE DAY - ALWAYS FREE FOR DENVILLE</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL COST - NEW PLAYGROUND EQUIPMENT, DELIVERED &amp; SUPERVISED</strong></td>
<td>39,431</td>
</tr>
<tr>
<td><strong>TOTAL PACKAGE PRICE</strong></td>
<td>39,000</td>
</tr>
</tbody>
</table>

Designed for Fun, Inc.  
Doylestown, PA  
866-464-7529
RESOLUTION AUTHORIZING ISSUANCE OF A SOCIAL AFFAIR PERMIT BY THE
STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, Morris Rugby Corporation has submitted an application for a Social
Affair Permit; and

WHEREAS, the Municipal Council, the License Issuing Authority of the Township
of Denville, has no objection to the granting of a Social Affair Permit by the State of New
Jersey Division of Alcoholic Beverage Control; and

WHEREAS, the issuance of said Social Affair Permit is not contrary to any
Township ordinance, resolution, regulation or policy.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township
of Denville that authorization is hereby granted for the issuance of a Social Affair Permit
for the following organization and event:

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATE</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Rugby</td>
<td>Gibby’s Day</td>
<td>Veteran’s Memorial Field</td>
<td>06/11/2016</td>
<td>12:00 to 6:00 P.M</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 March 1, 2016.

Certification Date: ____________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
A Resolution Authorizing The Transfers of Calendar Year

R-16-81

3/1/2016
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF TAX SALE CERTIFICATES

BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare vouchers to refund the amounts shown below to the named lien holders; and

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-005</td>
<td>60602</td>
<td>4</td>
<td>37 Canyon Rd</td>
<td>Frank J Festa, Jr. PO Box 97</td>
<td>$9,047.33</td>
<td>-0-</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Scotch Plains, NJ 07076</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013-003</td>
<td>20002</td>
<td>3.01</td>
<td>44 Henning Tr.</td>
<td>US Bank Cust/Pro Capital III, LLC</td>
<td>$4,312.77</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50 South 16th St. Ste 1950</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-023</td>
<td>50102</td>
<td>32</td>
<td>19 Elm St.</td>
<td>Christiana Trust as Cust GSRAN-Z</td>
<td>$18,058.62</td>
<td>$39,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PO Box 71276</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19176-6276</td>
<td></td>
<td></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 March 1, 2016.