TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
September 1, 2015, 7:30 P.M.

- Salute to the Flag
- Invocation
- Notice of Public Meeting
- Roll Call:

Council Members
Gabel
Lyden
Golinski, Council President

Kuser
Fitzpatrick
Smith
Scollans

In Attendance
Mayor Andes
Township Attorney Jansen
Administrator Ward
Other: 

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

NONE

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

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

Matters of Old/New Business

ORDINANCES FOR ADOPTION

#17-15: An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter 3, Police Regulations, Chapter 6, Alcoholic Beverage Control and Chapter 19, Land Use, of the Revised General Ordinances of the Township of Denville with Regard to Farmer’s Market Regulations

#21-15: An Ordinance to Amend Chapter XXII, Parks and Recreation Areas, of the General Ordinances of the Township of Denville, with Respect to Veterans Memorial Field
R-15-192: Resolution Authorizing the Execution of the Federal Aid Agreement for the Broadway Streetscaping Project, Phases I and II

R-15-193: Resolution Granting Permission to Bid for Broadway Streetscape Improvements Phases I & II


R-15-195: Resolution to Cancel Taxes for Calendar Year 2014 for a Certain Property
R-15-196: Resolution Authorizing the Execution of a Rider and an Addendum to a Developer’s Agreement

R-15-197: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate in the Amount of $7,062.85

R-15-198: Resolution Authorizing the Cancellation of Norton Sewer Assessment Delinquencies under Ten Dollars ($10.00)

R-15-199: Resolution to Cancel Norton Sewer Assessment Balances for Certain Properties

R-15-200: Resolution Authorizing Renewal and Amendment of Shared Services Agreement with the Borough of Mountain Lakes

MINUTES FOR ADOPTION

- August 11, 2015

MOTION TO ADJOURN
COUNCIL PRESIDENT:

THIS IS A CONTINUATION OF THE PUBLIC HEARING FOR

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter 3, Police Regulations, Chapter 6, Alcoholic Beverage Control and Chapter 19, Land Use, of the Revised General Ordinances of the Township of Denville with Regard to Farmer’s Market Regulations

This public hearing was opened on July 14, 2015 and continued to this evening.

CLOSE PUBLIC HEARING

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter 3, Police Regulations, Chapter 6, Alcoholic Beverage Control and Chapter 19, Land Use, of the Revised General Ordinances of the Township of Denville with Regard to Farmer’s Market Regulations

Be passed on Final Reading and that a Notice of Final Passage be Published in the 09-09-2015 issue of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT

ROLL CALL ON ADOPTION

Dated: 09/01/2015
ORDINANCE #17-15

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO AMEND CHAPTER 3, POLICE REGULATIONS, CHAPTER 6, ALCOHOLIC BEVERAGE CONTROL AND CHAPTER 19, LAND USE, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE WITH REGARD TO FARMER'S MARKET REGULATIONS

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 III, Police Regulations, Section 3-14, Consuming Alcoholic Beverages in Public Places, subsection 3-14.4, Exemption, of the Revised General Ordinances of the Township of Denville, is hereby amended and supplemented to designate the existing paragraph as "a." and by the addition of paragraph b. to read as follows:

"b. The provisions of subsection 3-14.1 shall not apply to vendors who have been issued a Wine Festival Permit by the New Jersey Division of Alcoholic Beverage Control and are participating in a farmer's market pursuant to Chapter XIX, Section 19-5-714A and their customers during the period that the farmer's market is open provided that the vendor is in compliance with Chapter VI, Alcoholic Beverage Control, and provided further that this exemption shall not permit open containers of alcoholic beverages other than the sample offered to customers."

SECTION 2. Chapter VI, Alcoholic Beverage Control, Section 6-4, Regulations of Licenses, subsection 6-4.1, Hours of Sale, item a., of the Revised General Ordinances of the Township of Denville, is hereby amended to read as follows:

"a. No licensee shall serve, deliver or allow, permit or suffer the sale or delivery of any alcoholic beverage for consumption on the premises on weekdays between the hours of 2:00 a.m. and 8:00 a.m. or on Sundays between the hours of 2:00 a.m. and 12:00 noon except for New Year's Day and for a farmer's market. When New Year's Day shall fall on a weekday, sale for consumption on the premises shall be prohibited between the hours
of 5:00 a.m. and 8:00 a.m., and when the same shall fall on a Sunday, sale for consumption on the premises shall be prohibited between the hours of 5:00 a.m. and 12:00 noon. Samples for consumption on the premises of the farmer's market held on Sundays pursuant to Ord.19-5.714A shall be prohibited between the hours of 2:00 a.m. and 8:30 a.m. Notwithstanding the above, the Municipal Council may authorize the sale and consumption of alcoholic beverages at any times prohibited by this section in connection with a special event, series of events or observances."

SECTION 3. Chapter 19, Land Use, Section 5-7, General Provisions, Section 19-5.714A, Farmer's Market Sales, of the Revised General Ordinances of the Township of Denville, is hereby amended in the following particulars only:

a. Paragraph c, Permit Required, subparagraph 2., Health Licenses, and subparagraph 4 are hereby amended and supplemented to read as follows:

"2. Health Licenses and other Licenses/Permits.

(a) No person, persons, firm or corporation shall operate a farmer's market without first obtaining a farmer's market blanket license from the Township's Health Department.

(b) No person, persons, firm or corporation shall serve or offer food at a farmer's market without having obtained a farmer's market vendor's license from the Township Health Department. A farmer's market vendor's license shall be required for each stand, kiosk or similar appurtenance from which food is served regardless of whether there is a charge to the public.

(c) Fees for health licenses are set forth in Chapter II-A.

(d) No person, persons, firm or corporation shall serve or offer samples of wine or bottles of wine for sale at a farmer's market without having obtained a Wine Festival Permit from the Division of Alcoholic Beverage Control for each day that such samples and sales are conducted."
"4. The sponsor of the farmer’s market shall be responsible to secure the farmer’s market permit and license required pursuant to paragraphs c.1(a) and c.2(a) above and to verify that permits and licenses required pursuant to paragraphs c.1(b), c.2(b) and c.2(d) have been obtained by all vendors participating in the event, as applicable. A copy of all Wine Festival Permits must be submitted to the Township Clerk prior to each farmer’s market at which a wine vendor will be participating. Not more than one winery may offer samples and sales at any single farmer’s market."

b. Paragraph f, Standards, is hereby amended and supplemented by the addition of subparagraph 6, to read as follows:

"6. Wine samplings. The following requirements, of which i. through v. are pursuant to the State Sanitary Code, shall apply to all vendors offering wine samplings:

i. Single service disposable cups may only be used to serve wine or any other beverage.

ii. Single service disposable cups must be protected from contamination during handling, display or storage.

iii. The wine and any other beverage may only be served by a farmer’s market vendor/employee. Self-service, wherein patrons serve their own beverages, is prohibited.

iv. A waste receptacle must be provided for disposal of single service cups.

v. A means of hand washing must be readily available to the vendor/employee providing wine samplings.

vi. A fetal alcohol syndrome notice from the Township Health Department must be conspicuously posted at the point that the wine sample is being served and at the point of sale of any wine in bottles.

vii. Not more than four (4) – one and one-half ounce samples of wine shall be served to any patron during a farmer’s market.

viii. Samples may not be offered to, or allowed to be consumed by, any minor or intoxicated person."

SECTION 4. 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 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.
SECTION 6. The provisions of this ordinance may be renumbered for purposes of codification.

SECTION 7. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

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 _____________, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: APPROVED:

KATHRYN M. BOWDITCH, 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 _____________, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk
To: Kathryn Bowditch, Municipal Clerk
From: Denean Probasco, Planning Board Secretary
Date: August 13, 2015
Re: Township of Denville - Land Use Ordinance #17-15
Adoption of Farmer's Market Regulations

Ordinance #17-15 to amend the code of the Township of Denville, Chapter 19, Land Use, Section 5-7, General Provisions, Section 19-5.714A, Farmer's Market Sales in order to adopt the revised General Ordinances of the Township of Denville was reviewed by the Planning Board on August 12, 2015.

The Planning Board determined that the Ordinance #14-15 was not inconsistent with the Master Plan and asks the Township Council to consider the following items:

- Complex language of the ordinance may be able to be simplified for understanding
- Permitted hours should be reviewed so it is consistent with intent of ordinance

Thank you.
ORDINANCE #21-15

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter XXII, Parks and Recreation Areas, of the General Ordinances of the Township of Denville with Respect to Veterans Memorial Field

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter XXII, Parks and Recreation Areas, of the General Ordinances of the Township of Denville with Respect to Veterans Memorial Field

Be passed on Final Reading and that a Notice of Final Passage be Published in the 09-09-2015 issue of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 09/01/2015
ORDINANCE #21-15

AN ORDINANCE TO AMEND CHAPTER XXII, PARKS AND RECREATION AREAS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO VETERANS MEMORIAL FIELD

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 XXII, Parks and Recreation Areas, Section 22-6, General Provisions, Subsection 22-6.1, Park Hours, is hereby amended and supplemented in the following particulars:

a. Paragraph b, Veteran Memorial Park, is hereby amended to read as follows:

"b. Veterans Memorial Park.

1. Seasons:

   a. Regular season. All fields except turf fields – April 1 to October 31. Turf Fields – The first Monday after the first Sunday in March to November 15th.

   b. Off season. Turf fields only – November 16th to the first Sunday before the first Monday in March.

2. Hours of operation:

   a. Regular season. Monday-Saturday: 8:00 a.m. to 10:30 p.m., weather permitting. Sunday: 10:00 a.m. to 8:00 p.m., weather permitting

   b. Off season. Turf fields only – Saturday and Sunday only 10 a.m. to dusk."

b. A new paragraph i, is hereby added to read as follows:

"i. Inclement weather. Turf fields shall remain open during rain events but all other fields are subject to closure during heavy rain events. All fields will close in the event of thunder or lightning, freezing rain or snow. Snow will not be removed from fields under any circumstances. An event of thunder or lightning shall include the presence of thunder or lightning in the distance, which presence shall, in accordance with state law, require the field to be cleared for a minimum of thirty (30) minutes after the last bolt of lightning or clap of thunder is seen or heard."
SECTION 2. Chapter XXII, Parks and Recreation Areas, Section 22-6, General Provisions, Subsection 22-6.5, Activities, is hereby amended and supplemented by the addition of paragraph aa to read as follows:

"aa. Drones."

SECTION 3. Chapter XXII, Parks and Recreation Areas, Section 22-6, General Provisions, Subsection 22-6.6, Rules and Regulations, is hereby amended and supplemented by the addition of paragraph e. to read as follows:

"e. Veterans Memorial Park.

1. Rules and Regulations for use of the Turf Fields. In addition to the rules and regulations contained in this chapter, the following rules and regulations shall apply to the use of the turf fields at Veterans Memorial Park and shall be in effect at all times and apply to all persons using the fields. Permit holders shall be held liable for damage to the turf field and field use privileges may be suspended and/or revoked for a violation of the rules, in addition to the penalties set forth at Section 22-9:

(a) User groups with field use permits issued by the Denville Recreation Office shall have priority over other user groups for the specific date(s) and time(s) listed on the permit. Field use permits are non-transferrable.

(b) User groups consisting of 9 or more players, coaches and/or spectators must obtain a field use permit from the Denville Recreation Office prior to utilizing the field.

(c) User groups shall not enter the field area prior to the time listed upon their approved permit and shall commence exiting the field area no less than five (5) minutes before their allotted time expires.

(d) User groups shall leave the field area in an acceptable and clean condition. All garbage must be removed after each use. User groups are required to remove or replace equipment that the group brought or moved onto the turf field. Each user group is responsible for removing anything carried onto the field, including but not limited to: water bottles, sport drink bottles, cups, extra gear, etc.

(e) If a user group encounters a defect in the turf and/or if the field was left in an unclean or otherwise unacceptable condition, please notify the Denville Recreation Department immediately.

(f) Playing on the turf field when the field is listed as CLOSED is strictly prohibited.

(g) Coaches are responsible for the conduct and behavior of their respective players and spectators.

(h) Spectators are prohibited from being on the turf field at any time.
(i) Only freestanding field markers and sports equipment are permitted to be used on the turf field. No stakes, posts, poles and/or markers of any kind are permitted to be driven into the turf field.

(j) Marking, painting or taping lines on the turf field is prohibited.

(k) No food is allowed on the turf field. This includes but is not limited to: chewing gum, candy, sunflower seeds, grapes, oranges and nuts.

(l) No colored sports drinks are permitted on the turf field.

(m) No smoking or chewing of tobacco is permitted on the turf field.

(n) No alcohol is permitted on the turf field.

(o) No glass or metal beverage containers of any kind are permitted on the field.

(p) No metal spiked shoes of any kind or screw-in plastic cleats are permitted on the turf field. Allowable footwear on the turf field includes molded rubber cleats, turf shoes or running shoes. All footwear shall be clean and free of mud.

(q) No tables, canopies or tents are permitted on the turf field.

(r) No chairs of any kind are permitted on the turf field.

(s) No golfing, shot putting, javelin or discus throwing are permitted on the turf field.

(t) No model airplanes, radio controlled airplanes, radio controlled helicopters, drones or model rockets are permitted on the turf field.

(u) No pets of any kind are permitted on the turf field, with the exception of service animals.

(v) No motorized vehicles of any kind are permitted on the turf field, except that disabled persons may use electric wheelchairs and scooters in accordance with accommodations required pursuant to the Americans with Disabilities Act; provided that such motorized vehicles do not cause damage to the turf field surface.

(w) No bicycles, rollerblades, scooters or skateboards are permitted on the turf field.

(x) Any specialized equipment for games, practices or training must be pre-approved by the Recreation Director before said equipment may be used on the turf field.

(y) No fireworks, fire pits, open fire or open flame are permitted on the turf field.

(z) No activities or actions, deemed detrimental to the turf field by the Denville Recreation Department, shall be permitted on the turf field.
(aa) The provisions of section 22-7 of this chapter regarding protection of property, as well as any additional provisions of general applicability, shall be enforced."

SECTION 4. All Ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. 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 6. The provisions of this ordinance may be renumbered for purposes of codification.

SECTION 7. 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: 

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 _____________, 2015

________________________ 
Kathryn Bowditch-Leon, RMC 
Municipal Clerk
ORDINANCE #22-15

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter VIII, Parking Lots and Parking Meters, of the General Ordinances of the Township of Denville, with Respect to the Church Street Lot

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter VIII, Parking Lots and Parking Meters, of the General Ordinances of the Township of Denville, with Respect to the Church Street Lot

Be passed on Final Reading and that a Notice of Final Passage be Published in the 09-09-2015 issue of The Citizen newspaper.

COUNCIL PRESIDENT:  MOTION TO ADOPT
                      ROLL CALL ON ADOPTION

Dated: 09/01/2015
ORDINANCE #22-15

AN ORDINANCE TO AMEND CHAPTER VIII, PARKING LOTS AND PARKING METERS, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, WITH RESPECT TO THE CHURCH STREET LOT

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 VIII, Parking Lots and Parking Meters, Section 8-1, Township Parking Lots, subsection 8-1.5, Operation of Off-street Parking Areas, is hereby amended and supplemented by the addition of paragraph e. to read as follows:

"e. Area A of the Church Street Lot (consisting of the two (2) most southwesterly spaces) as designated on Exhibit C shall be designated as Electric Vehicle Charging Stations and reserved for the exclusive use of electric vehicles. Any vehicle which is not an electric vehicle is prohibited from parking in the designated spaces."

SECTION 2. Chapter VIII, Parking Lots and Parking Meters, Section 8-1, Township Parking Lots, subsection 8-1.11, Penalties, is hereby amended and supplemented by the addition of the following penalty:

"Parking in violation of subsection 8-1.5.e. $35.00"

SECTION 3. All Ordinances of the Township of Denville, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. 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 5. The provisions of this ordinance may be renumbered for purposes of codification.

SECTION 6. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.
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 ____________, 2015

Kathryn Bowditch-Leon, RMC
Municipal Clerk
ORDINANCE #23-15

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris and State of New Jersey in Regard to Parking on Hornbeck Road

Be passed on Final Reading and that a Notice of Final Passage be Published in the 09-09-2015 issue of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLLED CALL ON ADOPTION

Dated: 09/01/2015
ORDINANCE #23-15

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY IN REGARD TO PARKING ON HORNBECK ROAD

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. No person shall park a vehicle at any time upon any of the following described streets or parts of streets:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hornbeck Road</td>
<td>Southeast</td>
<td>From U.S. Route 46 to Woodland Ave, a distance of 171 feet.</td>
</tr>
</tbody>
</table>

SECTION 2. Appropriate signs shall be erected and maintained as required by the NJ Department of Transportation.

SECTION 3. 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 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall take effect as required by law, upon the posting of appropriate signs.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 
KATHRYN BOWDITCH-LEON, RMC 
MUNICIPAL CLERK

APPROVED: 
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 _____________, 2015

Kathryn Bowditch-Leon, RMC
Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF A BUILDING PERMIT FEE

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

WHEREAS, the applicant withdrew his request for a permit and the permit payer has requested that the amount listed below be refunded.

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryon Hyde</td>
<td>#150854</td>
<td>$78.00</td>
<td>01-192-08-160-001</td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk, of the Township of Denville, do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their meeting held on September 1, 2015.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
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:
McCarty; Driscill
Ackerman; Soruco

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 September 1, 2015.

Certification Date:  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION OF THE TOWNSHIP OF DENVILLE AUTHORIZING A SALE THROUGH GOVDEALS OF VARIOUS ITEMS OF MUNICIPAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE AND CERTAIN ITEMS CONFISCATED BY THE TOWNSHIP POLICE DEPARTMENT.

WHEREAS, by Resolution 07-209, the Municipal Council of the Township of Denville authorized the use of an online auction service, pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30 for the sale of various items of municipal property no longer needed for public use and certain items confiscated by the Township Police Department, by entering into an agreement with GovDeals, Inc.; and

WHEREAS, the property, as contained in Schedule "A" attached, is not needed for public use; and

WHEREAS, the sale will be on-line at www.GovDeals.com and will be conducted pursuant to Local Finance Notice 2008-09; and

WHEREAS, the items described in Schedule "A" contain the most accurate information available to inform the public of the description of the items being sold; and

WHEREAS, the terms and conditions of the agreement entered into with the vendor are available on the vendor’s website and are also available in the Township of Denville Purchasing Department. It is understood that all merchandise is sold in an "AS IS" condition. Questions regarding the vehicles for sale can be obtained by calling the Denville Public Works Department at 140 Morris Avenue, Denville, NJ (973) 625-8334. Questions regarding all other items can be obtained by calling the Purchasing Department at (973) 625-8300 ext. 296.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville hereby authorizes the sale of items of municipal property no longer needed for public use and certain items confiscated by the Township Police Department as contained in Schedule "A" attached, at a sale to be held on-line beginning September 9, 2015 through September 15, 2015; and

BE IT FURTHER RESOLVED that the bidders must be pre-registered and approved by the vendor at www.GovDeals.com. Payment by the bidder must be made directly to GovDeals within 5 business days (excluding holidays) of winning bid; and

BE IT FURTHER RESOLVED that the successful bidder of the sale of the items will be confirmed at the next meeting of the Municipal Council of the Township of Denville to be held on September 15, 2015. The successful bidders will be able to pick up vehicles and vehicular parts on September 16, 2015 at the Department of Public Works, 140 Morris Avenue and pick up all other items at the Municipal Building, 1 St. Mary’s Place; and

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution shall be forwarded to the Division of Local Government Services.

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 September 1, 2015.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
<table>
<thead>
<tr>
<th>Item</th>
<th>Manufacturer</th>
<th>S/N, V.I.N. or Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002 Liberty</td>
<td>Jeep</td>
<td>1J4GL48K72W299242</td>
</tr>
<tr>
<td>1999 Cherokee</td>
<td>Jeep</td>
<td>1J4FF68S3XL598833</td>
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<tr>
<td>2000 W Elgin Geo Vac</td>
<td>Sterling</td>
<td>49HAADBV81HH33712</td>
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<tr>
<td>1994 Cheyenne</td>
<td>Chevrolet</td>
<td>1GBJK34F6RE125815</td>
</tr>
<tr>
<td>Snow Plow parts</td>
<td>Meyer's snow plow parts</td>
<td>box of items</td>
</tr>
<tr>
<td>Computer rack with KB tray</td>
<td>DELL</td>
<td></td>
</tr>
<tr>
<td>Misc. camera equipment</td>
<td>Minolta</td>
<td></td>
</tr>
<tr>
<td>Zoom 70 AF camera</td>
<td>Nikon</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING RAFFLE LICENSE(S) IN THE TOWNSHIP OF DENVILLE

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Catholic High School</td>
<td>On Premise 50/50</td>
<td>11/12/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/13/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/14/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/15/2015</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>Off Premise 50/50</td>
<td>02/24/2016</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>On Premise 50/50</td>
<td>06/20/2016</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>On Premise 50/50</td>
<td>09/26/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10/10/2015</td>
</tr>
<tr>
<td></td>
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<td>10/17/2015</td>
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<tr>
<td></td>
<td></td>
<td>11/02/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11/07/2015</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 September 1, 2015.

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

WHEREAS, the Township of Denville submitted an application to the Federal Highway Administration ("FHWA") for financial assistance under the Federal Aid Highway Program for the project known as the Broadway Streetscaping Project, Phases I and II ("Project"); and

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

WHEREAS, the funding is administered by the State of New Jersey, Department of Transportation; and

WHEREAS, the Township is required to enter into a Federal Aid Agreement with the State of New Jersey, Department of Transportation.

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 a Federal Aid Agreement with the State of New Jersey, Department of Transportation for the Broadway Streetscaping Project, Phase I and II.

2. Copies of the documents are 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 the resolution adopted by the Municipal Council at their meeting held on September 1, 2015.

Certification Dated: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of July 30, 2015. All such work shall be completed by December 29, 2017, unless either terminated or extended by written authorization of the State.

FEDERAL AID AGREEMENT

Project: Broadway Streetscaping Project, Phases I and II
Municipality: Township of Denville
County: Morris
Federal Project Number: STP-C00S(625)

This Cost Reimbursement Agreement is made as of the day of , by and between the Township of Denville, having its offices at 1 St. Mary's Place, Denville, NJ 07834 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. Description of Project - Scope of Work

A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. Agreement Contract Term

2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of July 30, 2015. All such work shall be completed by December 29, 2017, unless either terminated or extended by written authorization of the State.

2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.
2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of $1,000,000 combined single limit plus $1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of $1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of $1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.
6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed $829,000.00, with an approved budget as follows:

<table>
<thead>
<tr>
<th>Federal Project #</th>
<th>Project Sponsor</th>
<th>Contract</th>
<th>Sponsor In-House</th>
<th>Total</th>
<th>Date Authorized</th>
<th>Date for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>STP-C008(625)</td>
<td>Township of Denville</td>
<td>$829,000.00</td>
<td>$0.00</td>
<td>$829,000.00</td>
<td>July 30, 2015</td>
<td>December 29, 2017</td>
</tr>
</tbody>
</table>

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of $829,000.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

- Cost principles for State & Local Governments – OMB Circular A-87
- Cost Principles for Nonprofit Organizations - OMB Circular A-122
- Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

- Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
- Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a
disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CPR Part 31, Subpart 31.2, “Contracts with Commercial Organizations.” The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41
CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

(a) The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.
12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this Agreement in whole or in part;

(b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and

(c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

(a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

(b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.

(c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:
"Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

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15. **No Oral Modifications**

(1) This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(2) The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. **Notices and Demands**

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

**If to the State:**

Michael Russo, Director  
Division of Local Aid and Economic Development  
State of New Jersey Department of Transportation  
1035 Parkway Avenue  
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

<table>
<thead>
<tr>
<th>District 1</th>
<th>District 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roxbury Corporate Center</td>
<td>153 Halsey Street - 5th floor</td>
</tr>
<tr>
<td>200 Stierli Court</td>
<td>Newark, NJ 07102</td>
</tr>
<tr>
<td>Mount Arlington, NJ 07856</td>
<td>Phone: (973) 877-1500</td>
</tr>
<tr>
<td>Phone: (973) 601-6700</td>
<td>Fax: (973) 877-1556</td>
</tr>
<tr>
<td>Fax: (973) 601-6709</td>
<td>Bergen, Essex, Hudson,</td>
</tr>
<tr>
<td>Morris, Passaic,</td>
<td>and Union</td>
</tr>
<tr>
<td>Sussex, and Warren</td>
<td></td>
</tr>
</tbody>
</table>
20.2. This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.

17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for “influencing or attempting to influence” Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2. This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding $100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.

24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.

27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.

28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.

29. APPENDIX I – Project Scope of Work

30. APPENDIX J – Project Cost Estimate

31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.
Agreement No. 2015-DT-BLA1-01

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: Broadway Streetscaping Project, Phases I and II
Municipality: Township of Denville, County: Morris
Federal Project No.: STP-C00S(625)

ATTEST/WITNESSED/AFFIX SEAL:  

RECIPIENT: Township of Denville

By: ____________________________  

Date  

Name:  

Title

ATTEST/WITNESSED/AFFIX SEAL:  

NEW JERSEY DEPARTMENT OF TRANSPORTATION

By: ____________________________  

Date  

Michael Russo, Director,  
Division of Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ATTORNEY GENERAL OF NEW JERSEY

John Hoffman, Acting

By: ____________________________  

Deputy Attorney General  

Date
APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. **Compliance with Regulations**: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. **Nondiscrimination**: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. **Information and Reports**: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.
   (a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
   (b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. **This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.**

7. **The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.**

8. **If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:**
   (a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
   (b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. **Incorporation of Provisions**: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.
APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, ____________________________ , hereby certify on behalf of RECIPIENT, that:

(Name and Title of Grantee Official)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT’S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this __________ day of __________ , 2____ .

________________________________________

By:

________________________________________

(Signature and Title of Authorized Official)
CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT’S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1.    employ or retain, or agree to employ or retain, any firm or person, or

2.    pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

**NOTE:** This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987
CERTIFICATION OF RECIPIENT ELIGIBILITY

I __________________________ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest: 

RECIPIENT

Name/Title

Date: ________________
APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any suit, claim, loss, demand, or damage of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE’S grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT’S obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.
APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation’s Compliance Officer setting forth provisions of this nondiscrimination clause;

b. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation’s Compliance Officer, advising the labor union or worker’s representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.
TO: Members of the Township Council

FROM: Steven Ward, Business Administrator

DATE: September 1, 2015

RE: Municipal Bid# 11-2015
Broadway Streetscape Improvements Phases I & II

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

We are proposing to advertise on: September 9, 2015
For bids to be accepted on: December 16, 2015
In anticipation to award on or about: January, 2016

BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, State of New Jersey that permission to advertise and accept bids for the above referenced project is hereby granted.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, KATHRYN M. 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 September 1, 2015.

CERTIFICATION DATE: Kathryn M. Bowditch-Leon, RMC Municipal Clerk
WHEREAS, the Township of Denville has experienced natural hazards that result in public safety hazards and damage to private and public property; and

WHEREAS, the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks and to identify mitigation actions to reduce future risk; and

WHEREAS, the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan; and

WHEREAS, a Hazard Mitigation Plan has been developed by the Mitigation Planning Committee; and

WHEREAS, the Morris County Multi-Jurisdictional Multi-Hazard Mitigation Plan Update, dated July 2015, includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS, the draft plan was provided to each participating jurisdiction and was posted on the County Office of Emergency Management’s website so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request comments, as required by law.

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


2. The Township of Denville departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.

3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Township of Denville, and this resolution shall not be interpreted so as to mandate any such appropriations.

4. The Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual progress report to be submitted to the Morris County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

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 September 1, 2015.
RESOLUTION TO CANCEL TAXES FOR CALENDAR YEAR 2014 FOR A CERTAIN PROPERTY

WHEREAS, it has been found that the following 2014 taxes should be canceled due to the Township taking over the property on 8/4/14 from Morris Habitat after the Planning Board denied their six (6) unit Residential Condo Building.

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 taxes.

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>OWNER</th>
<th>CANCELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>31109 13.01</td>
<td>Township of Denville</td>
<td>$4,521.30</td>
</tr>
<tr>
<td>1 St. Mary’s Place</td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

Loc: 7 Lake Lenore Rd.

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 of the Township of Denville at their meeting held on September 1, 2015.

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

WHEREAS, Fourth Generation Construction, L.L.C. is the successor in interest to TRI-M Enterprises with regard to the development approvals for Block 20401, Lots 3 and 1, located on Mary Farm Road; and

WHEREAS, TRI-M Enterprises had entered into a Developer’s Agreement with the Township of Denville dated June 23, 2010; and

WHEREAS, Fourth Generation Construction, L.L.C. and TRI-M Enterprises have executed a Rider to the Developer’s Agreement between the Township and TRI-M Enterprises whereby TRI-M assigns all its rights and obligations under the Developer’s Agreement to Fourth Generation, LLC; and

WHEREAS, the Township consents to the assumption by Fourth Generation, LLC of the rights and obligations under the Developer’s Agreement; and

WHEREAS, Fourth Generation Construction LLC has received final approval of the subdivision and has executed an Addendum to the Developer’s Agreement; and

WHEREAS, the Township Engineer, by his letter of August 17, 2015, has recommended a performance guarantee in the amount of $427,400.40.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute the Rider to Developer’s Agreement among the Township, TRI-M Enterprises and Fourth Generation Construction, L.L.C.; and

BE IT FURTHER RESOLVED that, upon receipt of an acceptable performance guarantee in amount of $427,400.40, the Mayor and Township Council are hereby authorized to execute the Addendum to Developer’s Agreement with Fourth Generation Construction, LLC.

This Resolution shall take effect immediately.
I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 1, 2015.

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

THIS AGREEMENT, made this day of , 2015, by and between:

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

(Hereinafter the "Township")

and:

FOURTH GENERATION CONSTRUCTION, LLC, with offices located at

(Hereinafter the "Developer")

WITNESSETH:

WHEREAS, the predecessor to Developer received final subdivision approval for Block 20401, Lots 3 and 11, on January 14, 2015 from the Planning Board of the Township of Denville; and

WHEREAS, TRI-M Enterprises had previously entered into a Developer's Agreement with the Township of Denville dated June 23, 2010, (the "Agreement") and recorded in the Office of the Morris County Clerk on July 6, 2010, in Book 21572, page 1772; and

WHEREAS, the Developer has entered into a Rider to Developer's Agreement between the Township, TRI-M Enterprises and the Developer, dated , 2015 about to be recorded in the office of the Morris County Clerk, whereby the Developer assumed all the obligations and duties to the Township which were the responsibility of TRI-M Enterprises.

WHEREAS, the Developer is proceeding in the subdivision in accordance with the applicable ordinances and rules and regulations of the Township; and
WHEREAS, the Developer and Township desire to enter into an Addendum Agreement in connection with the final subdivision approval.

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

1. Paragraph two of the Agreement by and between the Township and the Developer, dated June 23, 2010, and recorded in the Office of the Morris County Clerk in Book 21572, Page 1772, et seq., hereinafter "the Agreement", is hereby revised to read as follows:

"2. The Developer agrees at its own cost and expense to complete and install all the improvements as set forth in the preliminary and final plat and conditions of approval as set forth in resolutions of the Denville Township Planning Board granting preliminary and final approval. Additionally, but not by way of limitation, the Developer agrees to complete all the unfinished improvements as specifically set forth in an estimate(s) from the Township Engineer dated August 17, 2015, which estimate(s) and attachments are affixed hereto and made a part hereof as Exhibit A, at a total cost estimate of $427,400.40. It is understood and agreed that the breakdown in cost per item as set forth in the Engineer's estimate(s) will not be binding on the Township in the event there is a default in this Agreement and the Township retains the right to claim in excess of the amounts per improvements as set forth therein within the terms and conditions of the performance guarantees posted in connection with this subdivision."

2. Paragraph nine of the Agreement is hereby revised to read as follows:

"9. To guarantee the performance of the terms and conditions of this Developer's Agreement, and furthermore, to guarantee that the Developer conforms with all appropriate ordinances, rules and regulations of the Township and its agencies regarding the installation of public improvements, the Developer shall post performance guarantees pursuant to N.J.S.A. 40:55D-53 and in accordance with the requirements of the appropriate ordinances of the Township of Denville
in the amount of $427,400.40, ten percent (10%) thereof $42,740.04 to be in the form of cash with
the remainder in the form of a surety bond or other collateral acceptable to the Township and its
attorney. All such sums shall be expressly conditioned upon the satisfactory performance of all the
work herein set forth within the time as hereinafter stipulated and upon the satisfactory performance
of the Developer and compliance with all Township ordinances, and applicable rules and regulations
of the Township and its agencies. Reduction of the amount of bond due to improvements already
installed shall not be construed as acceptance or approval of said improvements.

The cash portion of this performance guaranty shall be paid in cash or certified check. Funds
exceeding $5,000.00 will be deposited by the Township in an interest bearing account at a rate not
less than the minimum currently paid on savings deposits. In the event the interest earned on this
Deposit is $100.00 or less for the year, such interest shall inure to the benefit of the Township. In
the event the interest earned exceeds $100.00 for the year, such interest shall be applied to the
principal of the amount on Deposit. The municipality shall retain for administrative expenses 33-
1/3% of the entire amount of interest which shall be in lieu of all other administrative and custodial
expense.

Township agrees to notify Developer, in writing, of the name and address of the institution or
depository in which the deposit is made and the amount of the deposit.

In the event that the cash portion of this performance guaranty is less than $5,000.00, such
funds shall be paid in cash or certified check and invested by the Township in the manner that it
invests other municipal funds. All interest which accrues thereon shall inure to the benefit of the
Township.

Upon default by the Developer, the Township shall be entitled to all the rights and remedies
as provided in N.J.S.A. 40:55D-53, as well as the rights and remedies as provided by general law
and case law. It is also agreed that at the option of the Township, the Township can demand specific
performance of the within Agreement, or, in the alternative, payments of costs, expenses, fees and
damages in order to fulfill the terms of this Agreement and the requirements of all applicable Township ordinances, rules and regulations of the Township and its agencies, without first doing the work at its own cost and expense. The Developer shall also be responsible for all the attorney's fees and any other additional municipal expenses incurred as a result of the enforcement of this Agreement, including costs of suit, provided the Township prevails or is the successful party in any such litigation. Any such fees, costs or expenses or other costs of the enforcement of the Developer's obligations under this Agreement, shall be added to any sums due from the Developer and shall be paid by the Developer to the Township upon receipt of a statement from the Township."

3. Paragraph eleven of the Agreement shall be revised to read as follows:

"11. In consideration of the execution of this Agreement and the posting of the guarantees as hereinbefore required and after complying with the terms and conditions of the resolution of approval of the Denville Township Planning Board with respect to this subdivision, the Developer shall be entitled to final approval and furthermore shall be entitled to building permits after proper application has been made to the building inspector and subject to this Agreement and all State, Federal and local laws, rules and regulations."

4. Paragraph fourteen of the Agreement shall be revised to read as follows:

"14. It is agreed that all work to be performed pursuant hereto, including compliance with all applicable Township ordinances and rules and regulations of the Township and its agencies, shall be completed by September 1, 2017. The Developer agrees that should it not comply with the said ordinances or rules and regulations or requirements as above set forth, then the Township shall have the right to suspend all building permits and to issue a stop work order to prevent all construction until such time as compliance may be made. Any stop work order or suspension of building permits shall be limited to those lots related to the area of the defect or violation."
5. The Developer shall record a deed restriction on the lot which contains the infiltration basin requiring the property owner to maintain all the aesthetics of the lot and the basin. The Township shall maintain operation of the basin.

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

WITNESS:

FOURTH GENERATION CONSTRUCTION, LLC

By: Victor Recchia. Managing Member
STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on __________, 2015, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this __________ day of __________, 2015.

__________________________
Kathryn Bowditch-Leon, Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF : SS:

I certify that on the __________ day of __________, 2015, VICTOR RECCHIA, personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as a member of Fourth Generation Construction, LLC, the limited liability corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its members.

__________________________
Notary/Attorney

Record & Return to:

Paula J. DeBona, Esq.
JANSEN & DeBONA, LLC
413 West Main Street
Boonton, New Jersey 07005
RIDERS TO DEVELOPER’S AGREEMENT BETWEEN THE
TOWNSHIP OF DENVILLE AND TRI-M ENTERPRISES

THIS RIDER, made this day of __________, 2015, by and between the TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, having its principal office at the Municipal Building, 1 St. Mary’s Place, Denville, New Jersey 07834, hereinafter called the TOWNSHIP, and TRI-M ENTERPRISES, a New Jersey Partnership with offices at Box 527, Emmaus, Pennsylvania 18049, hereinafter called the DEVELOPER and Fourth Generation Construction, LLC, a New Jersey limited liability corporation with offices at ____________, hereinafter called the ASSIGNEE.

Notwithstanding anything to the contrary contained in the Developer’s Agreement to which this document is a Rider, the parties hereto agree as follows:

1. DEVELOPER hereby assigns its rights and obligations under a Developer’s Agreement dated June 23, 2010, and recorded in the Morris County Clerk’s Office on July 6, 2010 in Book 21572, page 1772, to the ASSIGNEE, which is the contract purchaser of the premises that are the subject of the Agreement.

2. Upon its execution of this Rider, ASSIGNEE shall be entitled to all benefits and rights heretofore extended by TOWNSHIP to DEVELOPER under the Agreement, including, but not limited to, the performance guarantees and escrows posted with the Township under the terms of the preliminary and final subdivision approvals granted by the Township of Denville Planning Board on August 13, 2008, June 22, 2011 and January 14, 2015, and shall likewise assume all obligations and duties to the TOWNSHIP which were the responsibility of DEVELOPER under the Agreement.

3. ASSIGNEE agrees to comply with and be bound by the terms of the Developer’s Agreement aforesaid, and further agrees to indemnify and hold DEVELOPER harmless for any damages which the latter may sustain as a result of the former’s noncompliance or wrongful compliance with the terms of the Agreement aforesaid, or as a result of any demands properly made by the TOWNSHIP pursuant to the provisions of said Agreement.

4. TOWNSHIP hereby consents to the within assignment.
RESOLUTION AUTHORIZING THE REFUND
OF MONEY DUE TO THE REDEMPTION
OF A TAX SALE CERTIFICATE

WHEREAS, the Township of Denville held a Tax Lien Sale on 10/8/2014 for Delinquent 2013 Calendar Year Water & Sewer and a Tax Sale Certificate was purchased by US Bank/ PC5 Sterling National on Block 61802 Lot 37; and

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

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

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

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>61802 37</td>
<td>US Bank Cust / PC5 Sterling National</td>
<td></td>
</tr>
<tr>
<td></td>
<td>50 South 16th St.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Suite 2050</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
</tr>
</tbody>
</table>

$7,062.85

Certificate #2014-053
Loc: 9 Whitman Dr.

Premium Returned $1,000.00

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 1, 2015.

Certification Date:

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE CANCELLATION OF NORTON SEWER ASSESSMENT DELINQUENCY UNDER TEN DOLLARS ($10.00)

WHEREAS, N.J.S.A. 40A:5-17.1 provides that a municipality may authorize the cancellation of a delinquency 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 cancel, without any further action on the part of the governing body, any Norton sewer assessment delinquency 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 September 1, 2015.

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION TO CANCEL NORTON SEWER ASSESSMENT BALANCES FOR CERTAIN PROPERTIES

WHEREAS, it has been found that the following three Norton Sewer Assessment balances should be canceled due to incorrect payoff calculations.

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 following balances.

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>OWNER</th>
<th>CANCELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>60508 46</td>
<td>Provost 26 Summit</td>
<td>$69.44</td>
</tr>
<tr>
<td>60902 4</td>
<td>Scholz 13 Overlook</td>
<td>$13.82</td>
</tr>
<tr>
<td>60902 10</td>
<td>Keba 14 Overlook</td>
<td>$25.54</td>
</tr>
</tbody>
</table>

Total: $108.80

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 September 1, 2015.

Certification Date: ____________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING RENEWAL AND AMENDMENT
OF SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF MOUNTAIN LAKES

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 Township of Denville, by the adoption of Resolution R-15-157 on June 23, 2015, authorized a renewal of the Shared Services Agreement for a term to expire on December 31, 2016; and

WHEREAS, the Borough of Mountain Lakes requested an eight month renewal of the Shared Services Agreement to expire on December 31, 2015.

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 renewal of the Shared Services Agreement with the Borough of Mountain Lakes for a Shared Court is hereby authorized for a term commencing May 1, 2015 through December 31, 2015.

2. The Mayor and Township Clerk are hereby authorized to execute the First 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 Superior Court, Morris County.

5. Resolution R-15-157 is hereby rescinded.

6. This Resolution shall take effect immediately but shall be retroactive to May 1, 2015.

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 September 1, 2015.

Certification Date: ____________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
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 wish to enter into a 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 pay the Township of Denville the sum of $59,170.00 for calendar year 2015 of this renewal term 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 first renewal term of the Shared Services Agreement shall be May 1, 2015 through December 31, 2015.

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 September, 2015.

ATTEST: BOROUGH OF MOUNTAIN LAKES

Michelle Reilly, RMC

Richard Sheola, Borough Manager

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, RMC

Thomas W. Andes, Mayor
“RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND THE TOWNSHIP OF DENVILLE FOR MUNICIPAL COURT SERVICES”

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, N.J.S.A. 2B:12-1(c) allows two or more municipalities to provide jointly for courtrooms, chambers, equipment, supplies and employees for their municipal courts and to agree to appoint the same person as judge, municipal prosecutor, municipal public defender and certified court administrator without establishing a joint municipal court; and

WHEREAS, the Borough of Mountain Lakes ("Mountain Lakes") and the Township of Denville ("Denville"), collectively referred to as the "Parties," have shared municipal court facilities, equipment and staff, in accordance with N.J.S.A. 2B:12-1(c), in order to conserve resources and to provide for a more efficient and more economically sound municipal court system since 2010; and

WHEREAS, the terms and conditions governing the joint provision of the services, pursuant to N.J.S.A. 2B:12-1(c), are set forth in a Shared Services Agreement dated March 9, 2010; and

WHEREAS, it is necessary to amend that Shared Service Agreement to reflect the revised term and payment terms; and

WHEREAS, the Borough Council of the Borough of Mountain Lakes wishes to authorize the Borough of Mountain Lakes to enter into the attached First Amendment to Shared Services Agreement and to authorize the Borough Manager and Borough Clerk to execute the same on behalf of Mountain Lakes.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, as follows:

1. That the Borough of Mountain Lakes is hereby authorized to enter into the attached First Amendment to Shared Services Agreement Between the Township of Denville and the Borough of Mountain Lakes for the provision of shared municipal court services in accordance with N.J.S.A. 2B:12-1(c).

2. That the Borough Manager is hereby authorized to execute and the Borough Clerk to attest the attached First Amendment to Shared Services Agreement Between the Township of Denville and the Borough of Mountain Lakes on behalf of Mountain Lakes.

3. That this Agreement shall not become effective until (i) the governing bodies of both Parties have adopted Resolutions authorizing the execution of said Agreement, (ii) the full execution of the Agreement by the duly authorized representatives of the Parties and (iii) the approval of the agreement by the Superior Court of New Jersey and the New Jersey Administrative Office of the Courts, if required.

ADOPTED: July 27, 2015
G. Douglas McWilliams, Mayor

ATTEST:
Michele Reilly, RMC
Borough Clerk