TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
November 22, 2016, 7:30 P.M.

- Salute to the Flag
- Invocation
- Statement of Compliance with Open Public Meetings Act
- Roll Call:
  Council Members
  _____ Gabel
  _____ Lyden
  _____ Golinski, Council President
  _____ Witte
  _____ Fitzpatrick
  _____ Murphy
  _____ Administrator Ward
  _____ Township Attorney Jansen
  _____ Other: 

In Attendance
_____ Mayor Andes
_____ Administrator Ward
_____ Township Attorney Jansen

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

13-16: An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Establish the Downtown Denville Business Improvement District

14-16: An Ordinance Amending Chapter IV, General Licensing, of the Revised Ordinances of the Township of Denville, New Jersey, to Amend Chapter IV, Section 4-13, Massage, Bodywork and Somatic Therapy Establishments and Chapter IIA, Fees, Rates and Charges

ORDINANCES FOR INTRODUCTION

15-16: An Ordinance Authorizing the Acquisition of Block 61702, Lot 28 in the Township of Denville, County of Morris, and State of New Jersey
RESOLUTIONS

CONSENT AGENDA:

R-16-245: Resolution Establishing the Reorganization Meeting of the Municipal Council of the Township of Denville for 2017

R-16-246: Resolution Authorizing Raffle Licenses in the Township of Denville

R-16-247: Resolution Authorizing a Refund of a COAH Development Fee

R-16-248: Resolution Authorizing Release of the Performance Guarantee and Acceptance of the Maintenance Guarantee for Allied Painting, Inc.

NON-CONSENT AGENDA:

R-16-249: Resolution Authorizing Agreement with Morris County Municipal Utilities Authority for Curbside Collection of Recyclable Materials

R-16-250: Resolution Authorizing Execution of Settlement Agreement in the matter of Fourth Generation Construction LLC and Fason Holdings LLC v. Township of Denville and the Planning Board of the Township of Denville

R-16-251: Resolution Authorizing Additional Engineering Services in Connection with Phase II – Broadway Streetscape Project

R-16-252: Resolution Authorizing the Planning Board to Undertake a Preliminary Investigation and to Conduct a Public Hearing to Determine Whether Block 31207, Lots 11-18 is a Redevelopment Area According to the Criteria Set Forth in N.J.S.A. 40A:12A-5

R-16-253: Resolution of the Township of Denville Waiving Certain Fees Associated with Temporary Food Licenses for Specific Annual Events Promoted by the Denville Chamber of Commerce

R-16-254: Resolution Authorizing Execution of a Land Donation Agreement for Acquisition of Block 61702, Lot 28 in the Township of Denville, County of Morris, and State of New Jersey

MINUTES FOR ADOPTION

• November 1, 2016

MOTION TO ADJOURN
ORDINANCE NO. 13-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Establish the Downtown Denville Business Improvement District

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Establish the Downtown Denville Business Improvement District

Be passed on Final Reading and that a Notice of Final Passage be published in the 11/30/2016 edition of The Citizen newspaper.

COUNCIL PRESIDENT:  
MOTION TO ADOPT  
ROLL CALL ON ADOPTION

Dated: 11/22/2016
ORDINANCE NO. 13-16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO ESTABLISH THE DOWNTOWN DENVILLE BUSINESS IMPROVEMENT DISTRICT

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. The Code of the Township of Denville is hereby amended and supplemented by the addition of a new chapter to read as follows:

“DOWNTOWN DENVILLE BUSINESS IMPROVEMENT DISTRICT

A. Findings

1. The area within the Township of Denville designated by the street listing in D. hereof would benefit from being designated as the Downtown Denville B.I.D. (BID);

2. A District Management Corporation would advise and assist the Township in promoting and planning development within the district by providing administrative, planning and other services to benefit the businesses, employees, residents and consumers of the Downtown Denville B.I.D. (BID);

3. This ordinance would permit an assessment to be imposed on properties within the Business Improvement District and collected by the Township of Denville with the regular property tax payment which assessment would be transferred to the District Management Corporation to exercise the powers given to it by this ordinance and to effectuate the purposes of N.J.S.A. 40:56-65, et seq.;

4. It is in the best interests of the Township of Denville, its citizens and the public to create such a Business Improvement District and to designate such District Management Corporation, which Corporation shall have a Board of Directors chosen as provided in subsection E hereof;

5. Public policy of the State of New Jersey permits the Municipal Council to protect the public, its welfare and health and the interests of the public in the safe and effective movement of persons and to preserve and enhance the function and appearance of the properties designated in subsection D hereof by adoption of this ordinance.

6. This ordinance furthers the goals and objectives of the Township’s Master Plan by the continued development of a vibrant downtown shopping district.

B. Purpose. The purpose for the establishment of the Downtown Denville Business Improvement District is to:

1. Promote economic growth, development, and employment within the business district and in particular the Downtown Business Improvement District;
2. Foster and encourage self-help programs to enhance the local business climate; and

3. Authorize, permit and facilitate the Township of Denville Downtown Business Improvement District and a designated District Management Corporation, to apply for and accept grants, funds or loans from the State of New Jersey, Department of Community Affairs, for public improvements as contemplated and defined by P.L. 1998, C. 115

C. Creation of the District. There is hereby created and designated within the Township of Denville the Downtown Denville Business Improvement District, hereinafter designated by street address and tax lot and block number set forth in D.1.c. below. The district shall be subject to a special assessment on all properties specially benefited by the improvements within the district, as set forth herein, which shall be imposed by the Township of Denville for the purposes of promoting the economic and general welfare of the district and the Township.

D. Definitions and Description of District.

1. Definitions. As used in this section;

   a. Business Improvement District (hereinafter called “BID”) shall mean an area within the Township of Denville as designated by this section as an area in which a special assessment on all commercial property within the BID shall be imposed for the purpose of planning and promoting the economic and general welfare of the BID and the Township of Denville.

   b. District Management Corporation shall mean an entity incorporated pursuant to N.J.S.A. 15A:1-1, et seq., and designated by municipal ordinance as the current entity to receive funds collected by an assessment within the BID.

   c. Business Improvement District Description.

      i. The BID area includes all properties contained within the below street descriptions.

      East Main Street - from intersection with Broadway to Route 46 overpass.
      West Main Street - from intersection with Broadway to and including block # 50411 lot # 9.01.
      Broadway – entire length
      Bloomfield Avenue – entire length
      Diamond Spring Road – from intersection with Broadway to bridge over Rockaway River.
      First Avenue – entire length
      Center Street – entire length
      Second Avenue – entire length

      The properties are further described in Appendix A by Block and Lot number and street address; also see attached Map of the BID district included in Appendix B.

      ii. All properties used for commercial purposes will be included for special assessment purposes as part of the BID district. Any property that is designated as tax exempt or used for non-profit, municipal or exclusively residential purposes within the BID district shall be excluded from the special assessment. All properties herein listed above, and which are located within the BID, shall be subject to the payment of such special
assessment regardless of the percentage of the property being used for commercial purposes.

   iii. Properties may be added or deleted from the BID only through adoption or amendment of an ordinance by the Municipal Council of the Township of Denville.

**E. Assessment/Costs**

1. The Business Improvement District, as hereinabove described, shall be an area in which all of the property included therein, except as exempted in D.1.c.ii above, shall have imposed an assessment for the purposes of planning and promoting the economic and general welfare of the BID and the Township of Denville; provided that in any year no assessment shall be levied or imposed for any property within the BID which exceeds five (5%) of the prior year’s local, county and school tax for such property. In the event any entity makes a payment in lieu of taxes to the Township of Denville, said entity shall be subject to the imposition of the assessment based upon both the land and improvement value.

2. The total assessment will be the approved annual budget of the BID divided among the properties in the BID in accordance with the assessment procedures set forth in Section G.3.

3. The improvements and supplemental services in the BID will involve annual costs peculiar only to the BID and will be distinguished from improvements and services normally provided by the Township. While improvements and supplemental services shall be maintained and operated pursuant to the provisions of this ordinance and N.J.S.A. 40:56-65, et seq., and the costs thereof assessed or taxed to the benefited properties pursuant to this ordinance, such improvements and supplemental services shall not be substituted by the Township for improvements and services now supplied to the proposed BID nor be grounds for curtailment of future improvements and services planned.

**F. Designation of the District Management Corporation/Board of Directors.** For the purposes of this ordinance, Downtown Denville B.I.D. is hereby designated as the present District Management Corporation (“corporation”) and shall advise and assist the Township of Denville in planning and promoting the economic development and improvement within the BID. Said District Management Corporation shall be incorporated pursuant to the provisions of Title 15A of the New Jersey Statutes and is hereby designated to receive funds collected as special assessments within the BID. The designation of the District Management Corporation may be changed at any time or from time to time by ordinance adopted by the Municipal Council.

1. **Board of Directors.** The initial Board of Directors shall be appointed by the Municipal Council by resolution and shall consist of the Downtown Denville Business Improvement District Steering Committee who shall serve until the first election of a Board of Directors in accordance with the bylaws of the corporation. Thereafter, the District Management Corporation shall have a Board of Directors consisting of no more than 10 members, each director having a one-year term and shall be comprised of the following:

   a. Elected Directors. There shall be 7 elected directors, all of whom must be of legal voting age, who shall be elected as set forth in the by-laws of the corporation and who shall be voting members, separated into the following classifications:

   (i) Three (3) Property Owners *,
   (ii) Two (2) Retail establishment owners *
(iii) One (1) Upper/lower floor businesses *
(iv) One (1) Resident-at-large of the Township of Denville

* must be within the BID District.

All elected directors, with the exception of the resident-at-large director, shall be persons who are responsible for payment of any special assessments for properties located in the Business Improvement District, whether they are directly responsible to the Township of Denville or by "pass-through" from their landlord.

b. Appointed Ex-Officio Directors. There shall be three (3) ex-officio non-voting directors as follows:

(i) Mayor, or Mayor's designee shall be an ex-officio director; said designee shall be appointed with the advice and consent of the Municipal Council. The Mayor shall not be eligible to be Chairman of the District Management Corporation.

(ii) One member of the Municipal Council of Denville as appointed by the Council President with advice and consent of the Municipal Council for a one-year term.

(iii) The Township of Denville Business Administrator.

2. Powers of the Designated District Management Corporation. The District Management Corporation shall act exclusively for the express purposes set forth herein and is authorized to exercise the following powers:

a. Adopt by-laws for the regulation of its affairs and the conduct of its business and to prescribe the rules, regulations and policies in connection with the performance of its functions and duties. Conduct regular meetings, which must be open to the public in compliance with the Open Public Meetings Act, not less than four (4) times a year;

b. Employ such person(s) as may be required, and fix and pay their compensation from funds available to the corporation, conduct yearly elections for elected Board of Directors members;

c. Apply for, accept, administer and comply with the requirements respecting an appropriation of funds or a gift, grant or donation of property or money;

d. Make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the corporation, including contracts with any person, firm, corporation, government agency or other entity;

e. Administer and manage its own funds and accounts and pay its own obligations;

f. Borrow money from private lenders for periods not to exceed one hundred eighty (180) days and from governmental entities for that or longer periods;
g. Fund the improvement of the exterior appearance of properties in the BID through grants or loans;

h. Fund the rehabilitation of properties in the BID;

i. Accept, purchase, rehabilitate, sell, lease or manage property in the BID;

j. Enforce the conditions of any loan, grant, sales or lease made by the corporation;

k. Provide security, sanitation and other services to the BID supplemental to those normally provided by the Township;

l. Undertake improvements designed to increase the safety or attractiveness of the BID to businesses which may wish to locate there or to visitors to the BID, including, but not limited to, litter cleanup and control, landscaping, parking operations and facilities, recreational and rest areas and facilities and those generally permitted for pedestrian malls pursuant to pertinent regulations of the Municipal Council.

m. Publicize the BID and businesses included within the BID boundaries;

n. Recruit new businesses to fill vacancies in, and to balance the business mix of, the BID;

o. Organize special events in the BID;

p. Subject to approval by the Township and/or the Denville Police Department, provide special parking arrangements:

q. Provide temporary decorative lighting in the BID.

G. **Budget.** The annual costs of operating, maintaining and improving the Business Improvement District shall be reported to the Municipal Council of the Township of Denville by the BID's Board of Directors or designee and assessed, collected and appropriated as provided in N.J.S.A. 40:56-80.

1. The fiscal year of the BID and of the District Management Corporation shall be the same as the Township's fiscal year. The first budget shall be presented to the Municipal Council as soon as practical after adoption of this ordinance. Thereafter, beginning December 1, 2017, the District Management Corporation shall submit no later than February 15th of each year a detailed, annual budget for the upcoming year for the approval by resolution of the Municipal Council. The budget shall be processed and adopted by the Township on or before April 1 of each year, in accordance with the procedures set forth in N.J.S.A. 40:56-84 or as prescribed in a New Jersey DCA local finance notice.

2. The budget shall be submitted with a report, which explains how the budget contributes to the goals and objectives of the Business Improvement District, together with the following:

   a. The amount of such costs to be charged against the general funds of the Township, if any.
H. Audit. The District Management Corporation shall cause an annual audit of its books, accounts and financial transactions to be made and filed with the Municipal Council within four (4) months after the close of the fiscal year and a certified duplicate copy of the audit shall be filed.
with the Director of the Division of Local Government Services in the Department of Community Affairs within five (5) days of the filing of the audit with the Municipal Council.

I. **Annual Report to the Municipality.** The District Management Corporation shall, within thirty (30) days after the close of each fiscal year, make an annual report of its activities for the preceding fiscal year to the Municipal Council.

J. **Municipal Powers Retained.** Notwithstanding the creation of a Business Improvement District, the Township of Denville expressly retains all of its powers and authority over the area designated as within the Business Improvement District. No improvements or modifications shall be made to any public property without the prior, formal approval of the Mayor and Municipal Council.

K. **Debt Obligation.** This article obligates the Business Improvement District to satisfy all debts, loans, and financial liabilities incurred by the District Management Corporation. The Township of Denville incurs no liability with regard to any debts incurred by either the Denville Downtown Business Improvement District or the District Management Corporation. The District Management Corporation may not borrow any amount that exceeds the approved budget for the fiscal year. The Business Improvement District’s Management Corporation shall include a clause incorporating the aforementioned in its by-laws.

L. **Termination.** The Business Improvement District and the authority herein delegated to the District Management Corporation shall terminate on the date that is five years after the date of adoption of this ordinance, unless an ordinance is passed by the Municipal Council specifically amending the date contained in this section. Upon such termination, or earlier dissolution, the Township of Denville shall acquire title to the assets and assume the liabilities of the District Management Corporation."

**SECTION 2.** All Ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

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

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

**SECTION 5.** Within ten (10) business days after the adoption of this ordinance, the Township Clerk shall provide a copy of this ordinance to the Director of the Division of Local Government Services in the Department of Community Affairs.

**SECTION 6.** This Ordinance shall take effect on January 1, 2017 and upon final passage, approval and publication as required by law.
ATTEST:

Kathryn Bowditch-Leon, RMC
Municipal Clerk

APPROVED:

Thomas Andes, Mayor
Township of Denville

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

Kathryn Bowditch-Leon, RMC
Municipal Clerk
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Appendix A

Class Code: 1 - Land | 2 - Residential | 4 - Commercial
## Appendix A

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### Appendix A

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ORDINANCE NO. 14-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Amending Chapter IV, General Licensing, of the Revised Ordinances of the Township of Denville, New Jersey, to Amend Chapter IV, Section 4-13, Massage, Bodywork and Somatic Therapy Establishments and Chapter IIA, Fees, Rates and Charges

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 Amending Chapter IV, General Licensing, of the Revised Ordinances of the Township of Denville, New Jersey, to Amend Chapter IV, Section 4-13, Massage, Bodywork and Somatic Therapy Establishments and Chapter IIA, Fees, Rates and Charges

Be passed on Final Reading and that a Notice of Final Passage be published in the 11/30/2016 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 11/22/2016
AN ORDINANCE AMENDING CHAPTER IV, GENERAL LICENSING, OF THE REVISED ORDINANCES OF THE TOWNSHIP OF DENVILLE, NEW JERSEY, TO AMEND CHAPTER IV, SECTION 4-13, MASSAGE, BODYWORK AND SOMATIC THERAPY ESTABLISHMENTS AND CHAPTER IIA, FEES, RATES AND CHARGES

WHEREAS, the Township of Denville has a compelling interest in the licensing of massage, bodywork and somatic therapy establishments so as to ensure that such establishments are being operated as legitimate business enterprises and are not engaged in criminal activity; and

WHEREAS, the Township also has a compelling interest in the regulation of such establishments so as to ensure that they meet certain minimum health standards associated with such businesses; and

WHEREAS, this Ordinance is being adopted in order to preserve the public health, safety and general welfare of the residents of the Township of Denville.

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

SECTION 1. Chapter IV, General Licensing, of the General Ordinances of the Township of Denville, Section 4-13 entitled "Massage, Body Work and Somatic Therapy Establishments" is hereby amended in its entirety to read as follows:

"4-13. MASSAGE AND BODYWORK THERAPY ESTABLISHMENTS

4-13.1 Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:


Massage and bodywork therapies shall mean any systems of activity of structured touch which include, but are not limited to, holding, applying pressure, positioning and mobilizing soft tissue of the body by manual technique and use of visual, kinesthetic, auditory and palpating skills to assess the body for purposes of applying therapeutic massage, bodywork or somatic principles. Such applications may include, but are not limited to, the use of therapies such as heliotherapy or hydrotherapy, the use of moist hot and cold external applications, external application of herbal or topical preparations not classified as prescription drugs, movement and neuromyofacial..."
education and education in self-care and stress management. Massage and bodywork therapies do not include the diagnosis or treatment of illness, disease, impairment or disability.

*Massage and bodywork therapist* shall mean any person certified and licensed pursuant to the provisions of the Act.

*Massage and bodywork therapy establishment* shall mean any establishment wherein massage and bodywork therapies are administered or are permitted to be administered, when such therapies are administered for any form of consideration.

**4-13.2 Permits Required.**

(a) **Massage and Bodywork Therapy Establishment Permit Required.** No person, firm or corporation shall operate any establishment or utilize any premises in the Township of Denville as or for a massage and/or bodywork therapy establishment unless or until such establishment is registered with the New Jersey Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-76 and there has first been obtained a permit for such establishment or premises from the Township of Denville Division of Health in accordance with the terms and provisions of this ordinance.

(b) **Massage and Bodywork Therapist's License Required.** No person shall practice massage or bodywork therapies as a massage and/or bodywork therapist or otherwise unless he or she has a valid and subsisting massage and bodywork therapist's license issued to him or her by the Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-53 et seq. and N.J.A.C. 13:37A-1.1 et seq., as same may be amended and supplemented from time to time.

(c) **Establishment Permits shall be issued for a term of one year expiring March 31 and must be renewed annually by April 1.** All establishments in existence as of the effective date of this ordinance must submit an application for a permit by April 1, 2017.

(d) **Application and Inspection Fees for Establishment Permits shall be as set forth in Chapter II A, Fees.**

**4-13.3 Application for Massage and Bodywork Therapy Establishment Permit; Requirements.**

Any person desiring a Massage and Bodywork Therapy Establishment Permit shall file a written application with the Division of Health upon a form to be furnished by the Health Officer. The application form for each initial permit and subsequent renewal thereof shall contain the following information:

(a) The type of ownership of the business i.e., whether individual, partnership, corporation, limited liability corporation, limited liability partnership or otherwise.

(b) The trade name, style and designation under which the business is to be conducted.
(c) The business address, email address and all telephone numbers, including cell
phone numbers and facsimile, where business is to be conducted.

(d) A complete list of the names and residence addresses of all managers or other
persons principally in charge of the operation of the business, which list shall be
kept current in the establishment.

(e) A sworn notarized statement indicating that all massage and bodywork therapists
employed or to be employed by the establishment or otherwise permitted to work
at the establishment have been issued a license by the New Jersey Board of
Massage and Bodywork Therapy and a copy of the license for each such therapist
currently employed, as well as the residence address for each such therapist.
Within thirty (30) days of the hiring of each additional massage and bodywork
therapist, a copy of each such therapist's license, as well as the therapist's
residence address shall be provided to the Division of Health.

(f) The following personal information concerning the applicant, if a sole
proprietorship, the individual; if a corporation, each stockholder holding more than
10% of the stock of the corporation, each officer and each director; if a partnership
or limited liability corporation or limited liability partnership, the members or
partners, including limited partners; and, concerning the manager or other person
principally in charge of the operation of the business; shall be provided:

(1) The name, including nicknames and aliases, complete residence address
and residence telephone number.

(2) The two previous residential and business addresses immediately prior to
the present address of the applicant.

(3) Copy of current driver's license or other government issued ID.

(4) Height, weight, sex, color of hair and eyes.

(5) Three (3) front-face portrait photographs taken within thirty (30) days of the
date of the application and at least two by two (2 x 2) inches in size. The
full legal name and any nickname or alias of the individual in the
photograph shall be printed on the rear side of each photograph.

(6) The massage therapy or similar business history and experience, including,
but not limited to, the two previous business and residential addresses and
telephone numbers immediately prior to the date of the application and
whether or not such person has previously operated in this or another
municipality or state under a license or permit or has had such license or
permit denied, revoked or suspended and the reason thereof and the
business activities or occupations subsequent to such action or denial,
suspension or revocation.

(7) All disorderly persons and criminal convictions other than misdemeanor
traffic violations, fully disclosing the jurisdiction in which convicted and the
No massage and bodywork therapy establishment shall be issued a permit or be operated, established or maintained in the Township unless an inspection by the Health Officer, Construction Official and Fire Prevention Official reveals that the establishment complies with the minimum requirements of the Building and Health Codes and other applicable regulations for businesses operating in the Township of Denville. Upon the Health Officer's determination that the establishment complies with all sanitary and operational requirements set forth in this ordinance and all other applicable Township and State of New Jersey regulations, the Health Officer shall endorse the application noting approval or disapproval.

(h) All applications shall include a scale drawing of the space proposed to be used for massage and bodywork therapy, including a floor plan, building layout and diagram as well as a copy of the business license, zoning permit and/or certificate of occupancy, as applicable.

(i) A copy of a current New Jersey Massage and Bodywork Employer Registration issued by the New Jersey Board of Massage and Body Work Therapy. If the applicant is in the process of obtaining or renewing a registration, he/she may submit other evidence from the State Board that an application for registration has been made, provided that the applicant shall submit a copy of the registration once it has been issued by the State Board.

(j) Copy of the signed lease for the property location where the proposed establishment will be in operation. The applicant must be listed as the lessee on the lease.

4-13.4 Building Requirements; inspections.

The Division of Health, upon receiving an application for a massage and bodywork therapy establishment permit, shall make or cause to be made an inspection of the premises to be licensed to ensure compliance with the sanitary and operational requirements set forth in this ordinance and all other applicable Township and State of New Jersey regulations. In addition, the application shall be referred to the Construction Official, Fire Prevention Official, Police Chief, Zoning Official and any other pertinent Township Official who shall inspect the premises proposed to be operated as such an establishment and shall make written recommendations to the Health Officer concerning compliance with the codes that they administer.

Upon completion of the inspection of the premises to be permitted, the Health Officer or his/her designee shall prepare a report detailing all inspection findings, including violations and required corrective measures to be taken prior to the issuance of a permit under this ordinance. A copy of the report shall be provided to the applicant. An applicant that fails to take all required corrective measures detailed in an inspection report issued by the Health Officer or his/her designee shall be subject to the penalties set forth in Section 4-13.14 and/or denial of the permit.

No massage and bodywork therapy establishment shall be issued a permit or be operated, established or maintained in the Township unless an inspection by the Health Officer, Construction Official and Fire Prevention Official reveals that the establishment complies with the minimum requirements of the Building and Health Codes and other applicable regulations for businesses operating in the Township of Denville. Upon the Health Officer's determination that the establishment complies with all sanitary and operational requirements set forth in this ordinance and all other applicable Township and State of New Jersey regulations, the Health Officer shall endorse the application noting approval or disapproval.
In addition, the establishment must comply with each of the following minimum requirements:

(a) All massage tables, bathtubs, shower stalls, steam or bath areas and floors shall have surfaces which may be readily disinfected, and shall be maintained in a sanitary condition and regularly cleaned and disinfected.

(b) Adequate procedures shall be established and observed to provide for the disrobing in private of the patrons to be served at any given time. In the event that male and female patrons are to be served simultaneously, separate dressing and massage room facilities shall be provided.

(c) The premises shall have adequate equipment for disinfecting and sterilizing non-disposable instruments and materials used in administering massages. Such non-disposable instruments and materials shall be disinfected after use on each patron.

(d) Adequate hand washing facilities shall be provided at convenient locations as necessary to maintain clean hands and arms of all employees during hours of operation.

(e) The regulations set forth at N.J.A.C. 13:37A-1 et seq.

4-13.5 Investigating and Fingerprinting of Applicant and Employees.

(a) Unless an applicant for a massage and bodywork therapy establishment permit or renewal thereof can produce proof satisfactory to the Police Chief that a criminal background check was conducted at the time of registration with the New Jersey Board of Massage and Bodywork Therapy pursuant to N.J.S.A. 45:11-76 and N.J.S.A. 45:11-80, all applicants seeking a permit, renewal or temporary permit under this ordinance shall respond to the Denville Township Police Department with a current driver’s license or other government issued photo identification. The applicant shall be photographed and provided with a fingerprint application form to obtain fingerprints from a vendor licensed by the State of New Jersey. The applicant, at the applicant's expense, shall respond to the authorized fingerprint vendor's location for a fingerprint check.

(b) When said application is properly filled out, signed by the applicant and has been filed with the Health Officer with all accompanying information, the application shall be referred by the Health Officer to the Township Police Department. The Chief of Police or his or her designee shall investigate the information available as to the good moral character of the applicant, and shall recommend approval or disapproval of the application within thirty (30) days. Reasons for a recommendation of disapproval shall be set forth in writing on the reverse side of the application. In evaluating a criminal record of an applicant, the Chief of Police must consider whether the offense relates adversely to the occupation of a massage and bodywork therapist establishment pursuant to the criteria set forth in N.J.S.A. 2A:168A-2 et seq. The application shall be returned to the Health Officer who will either issue the permit or notify the applicant of a denial.
(c) Except for massage and bodywork therapists who have been issued a license by the New Jersey Board of Massage and Bodywork Therapy, all employees of a massage and bodywork establishment that is subject to this ordinance, including paid and non-paid employees and volunteers operating in the establishment, shall apply for a criminal history background check in accordance with the procedure set forth in paragraphs (a) and which background check shall be subject to approval of the Chief of Police as set forth in paragraph (b) of this Section. The disapproval by the Chief of Police of the background check of any employee will constitute cause for denial or revocation of a permit.

(d) Before a prospective employee, as defined in paragraph (c) above, may be employed by an establishment to which a permit has been issued, such prospective employee must apply for a criminal history background check in accordance with the procedure set forth in paragraph (a) of this Section. No person shall be employed until the background check has been provided to and approved by the Chief of Police or his designee as set forth in paragraph (b) of this Section and the Health Officer so notified.

4-13.6 Review and Approval of Permit. All permit applications under this chapter shall be reviewed and approved or denied by the Health Officer. Any permit issued pursuant to this Ordinance shall be valid only to the sole proprietorship, partnership, limited liability partnership or company, corporation or any other form of business organization to which the permit was issued and shall not be transferable to another premises.

A new permit application in accordance with the provisions of Section 4-13.3 must be filed prior to any alterations to a previously permitted establishment.

4-13.7 Cause for Closure; Suspension or Revocation of Permit.

(a) Any person, firm, corporation or other entity found to be operating any establishment or utilizing any premises in the Township of Denville as or for a massage and bodywork therapy establishment after having been denied a license or after failing to renew a license may be ordered closed by the Health Officer or his/her designee or the Chief of Police or his designee in addition to the general penalties set at Section 3-1 of these Revised General Ordinances.

(b) Permits issued under this section may be suspended by the Health Officer or his/her designee, the Construction Official, the Fire Prevention Official or the Chief of Police or his/her designee, provided that the Health Officer is so notified within 24 hours, in accordance with 4-13.7(d) or be revoked or suspended by the Township Council, or by a hearing officer duly appointed by the Township Council, after notice and a hearing, as applicable, for any of the following causes:

(1) Fraud, misrepresentation or false statement in the application for the permit.

(2) Fraud, misrepresentation or false statement made in the course of carrying on the permitted business in the Township.

(3) Any violation of this section.
(4) Conviction of an offense involving moral turpitude, a felony, an offense involving sexual misconduct, keeping or residing in a house of prostitution and any offense involving dishonesty.

(5) Conducting the permitted business in the Township in an unlawful manner or in such a manner as to constitute a menace to the health, safety or general welfare of the public.

(6) Failure to submit a valid State of New Jersey Massage & Bodywork Employer Registration issued by the New Jersey Board of Massage and Bodywork Therapy.

(7) Employing or otherwise permitting persons to perform massage or bodywork therapy in the establishment who are not currently licensed by New Jersey Board of Massage and Bodywork Therapy as massage and bodywork therapists.

(8) The owner and/or operator or any employee refuses to permit, hinders, or obstructs, the Health Officer or his/her designee or any duly authorized Police Officer or official to inspect the premises or the operation therein.

(c) Notice of the hearing for the revocation of a permit shall be given in writing by the Health Officer setting forth specifically the grounds of the complaint and the time and place of the hearing. Such notice shall contain a brief statement of the grounds to be relied upon for revoking, cancelling, or suspending such license. Notice may be given either by personal delivery thereof to the person to be notified or be deposited in the United States Post Office in a sealed envelope, postage prepaid, addressed to such person to be notified at the business address appearing upon such permit by simultaneous regular mail and certified mail, return receipt requested.

(d) Such permit may, pending revocation proceedings, be suspended for not more than ten (10) days by the Health Officer if, in his/her opinion, the conduct of the permittee is detrimental to the health, safety and general welfare of the Township of Denville.

(e) At the hearing before the Township Council, or a hearing officer duly appointed by the Township Council, the permittee shall have an opportunity to answer and may thereafter be heard, and upon due consideration and deliberation by the Township Council, or the hearing officer, the complaint may be dismissed, or if the Township Council, or the hearing officer concludes that the charges have been sustained and substantiated, it may suspend or revoke the permit or deny reinstatement of the permit, as applicable, and stipulate the conditions required for reinstatement of the permit.

(f) If any such permit shall have been revoked, neither the holder thereof nor any person acting for him, directly or indirectly, shall be entitled to another permit to carry on the same business within the Township, unless the application for such permit shall be approved by the Township Council.
(g) A person, firm, corporation or other entity whose permit has been revoked or suspended shall close the establishment and request all patrons to vacate the premises.

4-13.8 Display of Permit.

The massage and bodywork therapy establishment shall display its state issued registration and the permit issued by the Township as well as the original or duplicate license, in accordance with N.J.A.C. 13:37A-3.4, of each and every massage and bodywork therapist employed in the establishment in an open and conspicuous space near the public entrance to the establishment and at eye-level where they may be viewed by all entering the establishment. A 2-inch by 2-inch passport sized color photo of the licensed therapist must be affixed to, in a manner not to obscure, the displayed license of each and every massage and bodywork therapist employed by the establishment. In addition, all therapists on site must have in their possession a valid government issued photo identification.

4-13.9 Operating requirements.

Every massage and bodywork therapy establishment shall comply with the following:

(a) Every portion of the massage and bodywork therapy establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition.

(b) The hours of operation for the establishment shall be posted conspicuously and unobstructed where these may be viewed from the outside of the establishment. The following signage shall be posted conspicuously and unobstructed in the reception area where these may be viewed by patrons:

i. Price rates for all services provided by the establishment, provided that price rates may be available in the reception area in pamphlet form in lieu of signage.

ii. A sign reading: "Consumer complaints regarding this establishment may be made by calling the Denville Township Health Department" along with the telephone number for the Denville Health Department. All lettering for the sign shall be a minimum height of two inches (2") and shall contrast in color to the background of the sign.

(c) The public entrance to the establishment and any door leading to areas wherein corridors for rooms where massage and bodywork therapy work areas are located shall be unlocked while the establishment is providing services to clients. Use of remote locking and unlocking systems and/or intercom systems to permit entry into the establishment shall be prohibited.

(d) A landline telephone shall be made available in the establishment. Emergency telephone numbers for EMS, the Township's Police Department, Fire Department, and Health Department along with "911" shall be posted conspicuously and unobstructed from view adjacent to the telephone.
(e) All employees, including massage and bodywork therapists, shall be clean and wear clean, non-transparent outer-garments. Facilities for patrons to disrobe in private must be available on the premises or suitable procedures for the privacy of patrons while disrobing must be observed. Doors to such facilities shall open inward and shall be self-closing.

(f) All massage and bodywork therapy establishments shall be provided with clean laundered sheets and towels in sufficient quantity which shall be laundered after each use thereof and stored in a sanitary manner. Receptacles with lids shall be provided for the depositing of soiled and used linens. Such receptacles shall be kept clean and shall be of non-absorbent and easily-cleanable design. All clean linens shall be stored in such a manner so as to prevent contamination.

(i) All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities and surfaces shall be in good repair and maintained in a clean and sanitary condition. Wet and dry heat rooms, steam or vapor rooms or steam or vapor cabinets and shower compartments and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use. When carpeting is used on the floors, it shall be kept dry, clean and sanitary.

(j) Oils, creams, lotions and other preparations used in administering massage and bodywork therapies shall be kept in clean closed containers or cabinets. Single service products shall be used when available.

(k) Animals, except for service animals, shall not be permitted in the massage work area.

(l) Each massage and bodywork therapist shall wash his or her hands up to and including the elbows in hot running water, using a proper soap or disinfectant before administering a massage or bodywork therapy to a patron. All restroom and workstation hand wash sinks are to be stocked with liquid hand soap and paper towels. Dispensers for soap and paper towels are to be wall mounted. Restroom hand wash sinks must have signs conspicuously displayed with the following language: “Employees must wash hands after using the restroom.”

(m) Rooms wherein massage or bodywork therapy is provided shall not have any type of locking device nor shall such rooms be locked while occupied by a client and the therapist. This requirement shall not preclude the licensee from using signage on the exterior side of the door to the room to indicate when said room is occupied by a client and a therapist.

(n) No massage establishment shall knowingly serve any patron infected with any fungus or other skin infections, nor shall service be performed on any patron exhibiting skin inflammation or eruptions, provided that a duly licensed physician may certify that a person may be safely provided with a massage or bodywork therapy, prescribing the conditions thereof.
(a) No owner or manager of a massage and bodywork therapy establishment shall tolerate in his or her establishment any activity or behavior prohibited by the laws of the State of New Jersey, particularly, but not limited to, laws proscribing prostitution, indecency and obscenity, including the sale, uttering or exposing and public communication of obscene material; laws which relate to the commission of sodomy, adultery and proscribing fornication, nor shall any owner or manager tolerate in his or her establishment any activity or behavior which violates this section.

4-13.10  Inspections.

The Health Officer or his designee, the Police Chief or his designee, the Fire Prevention Officer or his designee and/or the Construction Official or his designee shall, from time to time, at least once a year, make an inspection of each massage and bodywork therapy establishment granted a permit under the provisions of this section for the purpose of determining whether there is compliance with the provisions of this section and/or applicable rules, regulations and laws. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any permittee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

4-13.11  Sleeping Quarters.

No part of any quarters of any massage and bodywork therapy establishment shall be used for or connected with any bedroom or sleeping quarters nor shall any person sleep in such massage and bodywork therapy establishment except for limited periods of time incidental to and directly related to a massage and bodywork therapy treatment or bath. No beds or mattresses shall be permitted in the establishment. This provision shall not preclude the location of massage, and bodywork therapy establishments in separate quarters of a building housing a hotel or other separate businesses or clubs.

4-13.12  Prohibited Acts.

(p) Client records must be maintained for each and every client who receives services from the massage establishment in accordance with the requirements of N.J.A.C. 13:37A-5.2. Access to these records shall be provided in accordance with the provisions of N.J.A.C. 13:37A-5.3.

(c) Access to a sanitary restroom shall be provided for clients at all times.

(r) The massage and bodywork establishment shall conform to and observe all applicable rules, regulations and prohibitions set forth in N.J.A.C. 13:37A.

(o) A written disinfection plan for all linens, towels and reusable instruments used by the establishment must be approved by the Division of Health, kept on site and be available for review by the inspecting official at all times. The establishment must operate in conformance with the approved plan at all times.
(b) Any conviction of any employee of a massage and bodywork therapy establishment of a violation of the aforementioned statutes and codes shall devolve upon the owner or manager of such establishment, it being specifically declared that following such conviction of an employee, the owner or manager of the establishment may be prosecuted as an accessory to such violation and the permits which have been issued shall be automatically revoked.

(c) It shall be unlawful for any person knowingly, in a massage and bodywork therapy establishment to fondle in any manner the buttocks, genital area or female breast of any other person. No massage and bodywork therapist, employee or operator shall offer to perform any act that would require the touching of the patron's genital area. The buttocks, genital area and female breast of patrons must be covered by towels, cloths or undergarments when in the presence of an employee or massage and bodywork therapist.

(d) The following activities are prohibited in the licensed establishment:

i. Table showers

ii. Ear Candling

iii. Any procedure that involves ear picks, ear scoops or ear spoons.

iv. Cupping or applying the open end of a glass vessel or vessel of another material onto the client's skin and utilizing an open flame to heat the vessel.

v. Any activities or therapies that utilize any form of terrestrial or aquatic animals during therapy including but not limited to fish foot spas.

vi. Any activities or therapies that utilize animal waste or products that contain animal waste as an ingredient.

vii. Colon cleansing.

(e) Pest control or sprays are prohibited unless performed by NJDEP licensed pest control contractors.

(f) On premises laundering is restricted to only those linens and towels used within the operation.

(g) No bulk food storage or meal preparation is permitted on the premises.

(h) No person under the age of 18 years shall be served unless accompanied by a parent or guardian.
SECTION 3. This ordinance may be renumbered for purposes of codification.

"Massage and Bodywork Therapy Establishments - Application fee $250.00 Late fee $ 50.00 Re-inspection fee $150.00 per re-inspection"

SECTION 2. Chapter IIA, Fees, Rates and Charges, Section 2A-6, Health, is hereby amended and supplemented by the addition of the following fees:

4-13.13 Exceptions.

The provisions of this ordinance shall not apply to massage and bodywork therapies given:

(a) In the office of a licensed physician, chiropractor or physical therapist; or,

(b) By a regularly established medical center, hospital or sanatorium having a staff which includes licensed physicians, chiropractors and/or physical therapists; or,

(c) By any licensed physician, chiropractor or physical therapist in the residence of his or her patient; or,

(d) By a licensed barber or cosmetologist/hair stylist limited to the areas of the face, neck, scalp or upper part of the body, or manicurists or pedicurists, as set forth in the Cosmetology and Hairstyling Act of 1984, N.J.S.A. 45:5B et seq.; or

(e) By a reflexologist, certified accredited by an established reflexology certification board, limited to the areas of the hands, ankles and feet; or

(f) As set forth in N.J.S.A. 45:11-68; or

(g) In a public venue in connection with a public event, such as a street fair or festival or in a private corporate event, where the massage is conducted in public and not in a private setting.

4-13.14 Violations and Penalties.

In addition to the revocation or suspension of the permit granted under this section, any person who violates any provision of this ordinance shall, upon conviction hereof, be subject to the penalties provided in Section 3-1 of these Revised General Ordinances.

4-13.15 Enforcement Agent.

The Health Officer and his/her designee and/or any Police Officer of the Township shall be the enforcement agents for purposes of any permit issued pursuant to or required by this Ordinance."

SECTION 2. Chapter IIA, Fees, Rates and Charges, Section 2A-6, Health, is hereby amended and supplemented by the addition of the following fees:

"Massage and Bodywork Therapy Establishments
Application fee $250.00
Late fee $ 50.00
Re-inspection fee $150.00 per re-inspection"

SECTION 3. This ordinance may be renumbered for purposes of codification.
SECTION 4. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 5. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 6. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

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 ____________, 2016

Kathryn Bowditch-Leon, RMC Municipal Clerk
ORDINANCE NO. 15-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Authorizing the Acquisition of Block 61702, Lot 28 in the Township of Denville, County of Morris, and State of New Jersey

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Authorizing the Acquisition of Block 61702, Lot 28 in the Township of Denville, County of Morris, and State of New Jersey

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at a meeting of the Municipal Council of the Township of Denville on 12-20-2016 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

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

COUNCIL PRESIDENT:  MOTION TO PASS ON FIRST READING
ROLL CALL

Dated:  11-22-2016
ORDINANCE NO. 15-16

AN ORDINANCE AUTHORIZING THE
ACQUISITION OF BLOCK 61702, LOT 28 IN THE
TOWNSHIP OF DENVILLE, COUNTY OF
MORRIS, AND STATE OF NEW JERSEY

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., provides that a municipality may, by ordinance, provide for the acquisition of real property or an interest therein by purchase, gift, devise, lease, exchange, or condemnation in the manner provided in the Eminent Domain Act, N.J.S.A. 20:3-1, et seq.; and

WHEREAS, Seton Hall University has offered to donate property known as Block 61702, Lot 28 as shown on the official tax map of the Township of Denville, and also known as 29 Spear Lane, to the Township; and

WHEREAS, the Municipal Council of the Township of Denville has determined that it is in the interest of the Township to acquire the said property for open space purposes.

NOW, THEREFORE, 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. The Township of Denville hereby authorizes the acquisition of Block 61702, Lot 28 by donation from Seton Hall University for open space purposes.

SECTION 2. The Mayor and Township Clerk and all other proper officers and employees of the Township are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this ordinance.

SECTION 3. No debt is to be authorized by the enactment and passage of this ordinance.

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 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. 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

APPROVED:

Mayor Thomas W. Andes
Township of Denville

ATTEST:

Kathryn Bowditch-Leon, RMC
Municipal Clerk

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

Kathryn Bowditch-Leon, RMC
Municipal Clerk
LAND DONATION AGREEMENT

This Land Donation Agreement ("Agreement") is made on ________________, 2016,

BETWEEN

SETON HALL UNIVERSITY, a non-profit corporation
of the State of New Jersey whose address is
400 South Orange Avenue,
South Orange, New Jersey 07079

referred to as the Seller,

AND

TOWNSHIP OF DENVILLE, a Municipal Corporation
of the State of New Jersey whose address is the Municipal Building
1 St. Mary’s Place, Denville, New Jersey 07834

referred to as the Buyer.

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. Land Donation Agreement. The Seller agrees to donate and the Buyer agrees to accept the donation of the property described in this Agreement.

2. Property. The property to be donated consists of: (a) the certain vacant lot, tract or parcel of land, together with any improvements and fixtures on the land and (b) all of the Seller’s rights relating to the land known as Block 61702, Lot 28 located at 29 Spear Lane in the Township of Denville, in the County of Morris, and State of New Jersey ("Property"). The Property is more fully described in the attached Schedule A.

3. Consideration. In consideration of the donation of the Property to the Township, the Township agrees to be responsible for all closing costs, including realty transfer fees, if any.

4. Time and Place of Closing. The closing shall take upon the adoption of an ordinance by the Township of Denville authorizing the acquisition of the Property. The closing date will be at a time mutually-agreed upon by the Seller and Buyer. Both parties will fully cooperate so the closing can take place in a timely fashion. The parties agree that the closing of title may take place by mail. The closing will be held at the municipal offices of the Township of Denville, 1 St. Mary’s Place, Denville Township, New Jersey 07834. Seller shall also deliver to Buyer any and all affidavits and other instruments and documents which Buyer or the title company insuring Buyer’s title to the Property shall reasonably request in order to convey good and marketable title to the Property.

5. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the donation.

6. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as a Bargain and Sale with Covenants against Grantors’ Acts.
7. **Requirements of Seller to Deliver to Buyer.** Within ten (10) days of Seller and Buyer executing this Agreement, Seller shall deliver to Buyer:

(a) Any title examination and/or title search together with any policy of fee owner title insurance which may be within the possession or control of Seller;

(b) The latest survey of the Property, if any, which may presently be in the custody or control of Seller;

(c) A copy of the Deed to the Property into Seller; and

(d) Any site plan applications, or applications or requests for subdivision approval, zoning amendment, sewer, water and other utility service and/or allocations as may have been submitted by Seller to the appropriate State, Federal, and/or local governmental agency, for which a final decision in the form of an approval or a denial has not yet been made by such entity or agency.

8. **Physical Condition of the Property.** This property is being sold "as is." Seller does not make any claims or promises about the condition or value of the Property. The Buyer has inspected the Property and relies upon this inspection and any rights, which may be provided for elsewhere in this Agreement.

9. **Inspection of the Property.** It is understood and agreed by the parties hereto that Buyer has conducted a Phase I Environmental Assessment of the Property and that Buyer is acquiring the Property in reliance on its own inspection and investigation. Seller has provided Buyer with copies of documents and reports in Seller's possession relating to the environmental condition of the Property, including a letter prepared by Langan Engineering & Environmental Services, Inc., PC, dated June 9, 2016.

10. **Property Lines.** The Seller states that no improvements on adjoining properties extend across the boundary lines of this Property.

11. **Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, including any rights of others pursuant to a lease, license, or contract, except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvement on the Property;

(b) recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

12. **Correcting Defects.** If the Property does not comply with paragraphs 10 or 11 of this Agreement, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this Agreement or give the Seller more time to comply.
13. **Default.** In the event that the closing of title to the Property in accordance with the terms of this Agreement does not take place as a result of default by Buyer, Seller's sole remedy shall be the termination of this Agreement. In the event that the closing of title to the Property in accordance with the terms of this Agreement does not take place as a result of a default by Seller, Buyer's sole remedy shall be the termination of this Agreement.

14. **Possession.** At the closing the Buyer will be given possession of the Property. No tenant will have any right to the Property.

15. **Complete Agreement.** This Agreement is the entire and only agreement between the Buyer and the Seller. This Agreement replaces and cancels any previous agreements between the Buyer and the Seller. This Agreement can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

16. **Parties Liable.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

17. **Notices.** All notices, demands or communications hereunder shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight carrier to the following addresses

   If to Seller: At the address set forth on Page 1

   With a copy to: Nicole B. Dory, Esq.
   Connell Foley LLP
   85 Livingston Avenue
   Roseland, New Jersey 07068

   If to Buyer: At the address set forth on Page 1

   With a copy to: Jansen & DeBona, LLC
   413 West Main Street
   Boonton, NJ 07005
   Attention: Paula J. DeBona, Esq.

18. **Municipal Approval.** The parties acknowledge that this Agreement is subject to the adoption of an ordinance or ordinances by the governing body of the Township of Denville authorizing the acquisition of the Property in accordance with N.J.S.A. 40A:12-1 et seq.

19. **Seller's Representation.** Seller makes the following covenants, representations and warranties, which representations and warranties are true and correct as of the date hereof and will be true and correct as of the closing date, and will survive the closing of title to the Property:

   (a) There are no leases or use or occupancy agreements affecting the Property, and no party has any claim or right to possess the Property or any portion thereof with the exception of easements of record, and Seller will convey clear title to the entire Property to Buyer at the closing:
(b) There are no service contracts, labor or union contracts, employment agreements, management contracts or any other agreements affecting the Property or the operation thereof;

(c) There is no litigation or proceeding pending or threatened against Seller or against or related to all or any part of the Property or the operation thereof, nor does Seller know of any basis for any such action.

(d) The Property is located in a flood hazard area;

(e) No person, firm, or entity has any rights in, or any rights to acquire all or any part of the Property including, without limitation, any rights of first refusal or options with respect to the same; and

(f) Other than the information in the documents and reports that have been previously provided by Seller to Buyer as referenced in paragraph 9, Seller represents and warrants to the best of Seller's knowledge that Seller has not received notification from a federal, state or local government regarding any safety or environmental investigation or court order relating to the Property.

SIGNED AND AGREED TO BY:

Attested by: ________________________________ Date Signed: ________________________________
Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ________________________________ (Seal)
Thomas W. Andes, Mayor BUYER

SETON HALL UNIVERSITY

Attested by: ________________________________

By: ________________________________ (Seal)
SELLER
RESOLUTION ESTABLISHING THE REORGANIZATION MEETING OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE FOR 2017

WHEREAS, the Township of Denville is required to have a Reorganization Meeting at the beginning of the operational year; and

WHEREAS, the date for the 2017 Reorganization Meeting has not previously been established;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the Reorganization Meeting of the Municipal Council of the Township of Denville shall be held on Tuesday, January 3, 2017 at 7:30 P.M. in the Municipal Council Chamber of the Denville Municipal Building, 1 Saint Mary's Place, Denville, N.J. 07834.

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 November 22, 2016.

Certification Date: ____________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
BE IT RESOLVED by the Municipal Council of the Township of Denville that the application for the following raffles be approved and the Municipal Clerk be authorized to issue said licenses on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSA Morris Knolls High School</td>
<td>Off-Premises Merchandise Raffle</td>
<td>05/10/2017</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>Off-Premises 50/50</td>
<td>02/22/2017</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 November 22, 2016.

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

RESOLUTION AUTHORIZING A REFUND
OF A COAH DEVELOPMENT FEE

WHEREAS, the permit payor listed below has overpaid the COAH Development Fee in the amount shown; and

WHEREAS, the permit payor has requested that the amount listed below be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that a refund from the Housing Trust Fund be made to the following named individual as a result of overpayment.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lozito/Heerschap</td>
<td>160690</td>
<td>$439.00</td>
<td>17-280-56-000</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 November 22, 2016.
RESOLUTION AUTHORIZING RELEASE OF THE PERFORMANCE GUARANTEE AND ACCEPTANCE OF THE MAINTENANCE GUARANTEE FOR ALLIED PAINTING, INC.

WHEREAS, correspondence has been received from Allied Painting, Inc. requesting release of Performance Bond No. PRF9208344, issued by Fidelity and Deposit Company of Maryland in the amount of $283,500 in connection with the Morris Knolls Tank Renovation and Painting Contract; and

WHEREAS, the Township Engineer has recommended the acceptance of the improvements and the release of the performance guarantee upon the acceptance by the Municipal Council of a one-year maintenance guarantee in the amount of $272,100; and

WHEREAS, Allied Painting, Inc. has delivered Bond No. PRF9208344 in the amount of $272,100 issued by Fidelity and Deposit Company of Maryland as the maintenance guarantee; and

WHEREAS, the Township Attorney has reviewed and approved the legal sufficiency of the maintenance bond.

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 aforesaid Performance Bond No. PRF9208344, issued by Fidelity and Deposit Company of Maryland in the amount of $283,500 is hereby released and Bond No. PRF9208344 issued by Fidelity and Deposit Company of Maryland in the amount of $272,100 is hereby accepted as a two-year maintenance guarantee.

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 November 22, 2016.

Certification Dated: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING AGREEMENT WITH MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY FOR CURBSIDE COLLECTION OF RECYCLABLE MATERIALS

WHEREAS, the Township of Denville wishes to enter into a contract with the Morris County Municipal Utilities Authority for the provision of recycling services for the period of January 1, 2017 through December 31, 2021; and

WHEREAS, municipalities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

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. That the Mayor and the Township Clerk are hereby authorized to execute the Agreement Providing for Curbside Collection of Recyclable Materials with the Morris County Municipal Utilities Authority for the period of January 1, 2017 through December 31, 2021 at an annual cost of $244,442.98 for 2017; $249,331.84 for 2018, for $254,318.48 for 2019; $259,404.85 for 2020; and $264,592.94 for 2021, subject to the appropriation of funds.

2. A copy of the Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director. A copy of the Agreement is also 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 November 22, 2016.

Certification Dated: ____________________ Kathryn Bowditch-Leon, RMC, Municipal Clerk
AGREEMENT PROVIDING FOR CURBSIDE COLLECTION OF RECYCLABLE MATERIALS

THIS AGREEMENT, made the day of , 2016

BY AND BETWEEN: Morris County Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with offices located at 214A Center Grove Road, in the Township of Randolph, County of Morris and State of New Jersey, ("MCMUA");

AND Township of Denville, a Municipal Corporation of the State of New Jersey, located at 1 St. Mary’s Place, in the County of Morris and State of New Jersey, ("Municipality");

WHEREAS, the MCMUA desires to assist municipalities in meeting their recycling goals by providing curbside pick-up and a convenient outlet for disposal of recyclables; and

WHEREAS, pursuant to the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1 et seq., the MCMUA may enter into a contract with a municipality for the provision of recycling services; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, (L.2007, c.63, s.2.), a Municipal Corporation and a County Utility Authority in the State of New Jersey are considered “Local Units”. Local Units are encouraged and authorized to enter into agreements which promote the sharing and/or consolidation of services; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4(a)(3)(b), any agreement entered into pursuant to this section shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, local units entering into shared services agreements must adopt a resolution authorizing and clearly identifying the agreement and ensure that a copy of the agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5(c), the agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement; and

WHEREAS, the MCMUA has entered and may, from time to time, enter into agreements with recycling markets to which municipalities in Morris County may become parties pursuant to the Uniform Shared Services and Consolidation Act; and

WHEREAS, this agreement shall supersede previous agreements entered into by the MCMUA and the Municipality providing for curbside collection of and for accepting, processing, and marketing recyclable materials; and

WHEREAS, the parties wish to enter into this new agreement to provide for the curbside collection of recyclable materials.
NOW, THEREFORE in consideration of the mutual covenants and agreements herein after mentioned, the parties agree as follows:

I. Scope of Agreement

The MCMUA agrees to provide a recycling vehicle(s) which will be used by MCMUA personnel to provide curbside collection to the Municipality. The collection units to be serviced shall include all single family and duplex residential units and any additional residential units/complexes listed on Schedule C along with any other entities listed on Schedule C. Collection shall exclude large businesses, industrial sources and any other generators which are not specifically included above or listed on Schedule C. Multi-family complexes which are specifically excluded are also listed on Schedule C.

All units to be serviced must place recyclables out for collection at curbside in containers no heavier than 50 pounds each when full with an approximate corresponding volume limit of 32 gallons each. The MCMUA will notify the Municipality when it has the ability to lift compatible containers, heavier than 50 pounds, using automated equipment. The MCMUA shall not provide “back door” collection service. The MCMUA shall not be required to provide containers for collection. For multi-family complexes, if included in the contract, the MCMUA may provide collection from specified rear-load dumpsters, but shall not provide those dumpsters. The MCMUA shall collect from rear-load dumpsters provided by the Municipality or the complex at multi-family complexes as agreed by the MCMUA and the complex.

II. MCMUA Responsibilities

a) The MCMUA will maintain, operate and properly insure the aforementioned recycling vehicle(s) and obtain and provide fuel for same.

b) The MCMUA will provide work crew(s) consisting of MCMUA personnel.

c) The MCMUA, prior to commencing work, shall provide at its own cost and expense, the following insurance to the Municipality with insurance companies with an AM Best Rating of A- or better and licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies indicating that the Municipality has been named as an additional insured.

- Worker’s Compensation and Employer’s Liability Insurance
  Worker’s Compensation Insurance shall be in compliance with the Compensation Law of the State of New Jersey. Employer’s Liability: Limit of liability shall be a minimum of $1,000,000

- General Liability
  Comprehensive General Liability Insurance with a combined single limit of $1,000,000 each claim and a $2,000,000 aggregate for bodily injury and property damage.

- Automobile Liability
  Automobile liability insurance, with a combined single limit of liability per occurrence of $1,000,000 for bodily injury, property damage.
d) Utilizing the aforementioned vehicle(s) and work crew(s), the MCMUA will provide curbside pick-up of the recyclable materials as set forth in Schedule A attached hereto and made a part hereof ("Single Stream Recyclable Materials" or "SSRM"), at the locations as set forth in Schedule C, attached hereto and made a part hereof.

e) The MCMUA will collect and remove SSRM from curbside as designated in Schedule A to a recycling market procured from time to time by the MCMUA. The Municipality has the option to collect Mixed Rigid Plastics at its recycling depot only. SSRM and Mixed Rigid Plastics ("Recyclable Materials") will also be removed from the municipal recycling depot.

f) The MCMUA will remove all Recyclable Materials from the municipal recycling depot according to an established schedule. The Municipality may request additional hauls, which hauls the MCMUA will try to expedite within 48 hours of the call/request.

g) The MCMUA may provide roll-off containers for the hauling of Recyclable Materials from the municipal recycling depot or may haul containers provided by the Municipality ("Municipal Container(s)") or a combination of both. The current list of roll-off containers provided is set forth in Schedule D. The Municipal Container(s), if any, will be used in rotation with the MCMUA containers and other municipalities' containers, so that the Municipal Container(s) will not always be replaced at the Municipality's recycling center. In the event that a container is damaged, either while in transport or while located at a municipal recycling center or the recycling market serving the MCMUA, the MCMUA shall not be held liable unless the damage was due to negligence on the part of the MCMUA.

h) The MCMUA shall retain ownership of any equipment owned by the MCMUA and provided for use by the Municipality during the term of this contract.

i) The MCMUA reserves the right to refuse to provide collection of Recyclable Materials which have not been prepared for collection in accordance with the requirements set forth in Schedule A of this Agreement. The MCMUA may also refuse to provide collection to materials deemed unacceptable by the recycling market.

j) In the event a rejected load or portion of a rejected load, the MCMUA may charge the Municipality up to $250.00 per rejected load or portion thereof, due to the additional time loading, handling and transporting.

k) The MCMUA will maintain operation records and will monitor and administer the operation of the collection program.

l) The MCMUA shall prepare monthly tonnage reports for Recyclable Materials collected from the Municipality.

m) The MCMUA shall provide non-compliance stickers to be used by the MCMUA pick-up crew(s) to designate unacceptable materials or improperly prepared or containerized materials as set forth in Schedule A.
III. Municipal Responsibilities

a) The Municipality shall adopt and enforce mandatory source separation for recycling of all mandated materials designated in the Morris County District Recycling Plan or amendments therein. Enforcement of recycling requirements must include the use of non-compliance stickers provided by the Municipality for use by the municipal or contracted solid waste hauler(s) designating unacceptable waste containing Recyclable Materials at the curb for collection.

b) The Municipality shall be responsible to maintain, at its own expense, any roll-off containers owned by the Municipality. The Municipality shall retain ownership of any equipment owned by the Municipality and provided for use by the MCMUA during the term of this contract, unless the ownership of that equipment is otherwise relinquished to the MCMUA.

c) The Municipality shall inform the solid waste hauler(s) in writing once every twelve (12) months, of the municipal ordinance which makes it illegal to dispose of mandated recyclable materials.

d) The Municipality shall provide an effective and on-going education and information program for all residents to insure participation in the single stream recycling program. On an annual basis, the Municipality shall further provide to the MCMUA copies of all instructions and educational material to be distributed to residents to promote participation in the Morris County Curbside Single Stream Recycling Program.

e) The Municipality shall answer all inquiries from residents regarding the Program and concerning materials designated unacceptable and contact the MCMUA at the end of each collection day with an address list of any unresolved inquiries.

f) The Municipality shall provide the MCMUA municipal route maps and shall conduct route orientation with the MCMUA supervisors, if necessary.

g) The Municipality agrees to comply with all rules and regulations adopted by the MCMUA regarding the Morris County Single Stream Curbside Recycling Program.

IV. Schedule of Operation

a) The schedule for curbside collection and the list of holidays which affect collection are set forth in Schedule B attached hereto and made a part hereof. Collections missed due to a holiday will be made-up on a day to be determined by the MCMUA at no additional cost to the Municipality.

b) The MCMUA reserves the right not to provide service on days of inclement weather, equipment breakdown or other event out of the control of either party. The Municipality will not be charged for any scheduled day(s) not worked and not made up. The MCMUA will notify the Municipality by 8:30 a.m. if the curbside collection must be canceled in the morning due to inclement weather, or as soon as possible in the event of inclement weather, equipment breakdown or other event out of the control of either party which occurs during the collection day.
In addition to the other rights and remedies of the parties herein, the Municipality agrees to indemnify and hold harmless the MCMUA and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Municipality's personnel arising out of this Agreement or any of the obligations assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Municipality is solely or

V. Payment

a) The annual cost for services shall be according to the table below. The MCMUA shall bill the Municipality by voucher on a monthly basis prorated for one twelfth of the annual amount for the recycling service which is also listed in the table below.

<table>
<thead>
<tr>
<th>Period</th>
<th>Annual Cost</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>From January 1, 2017 until</td>
<td>$244,442.98</td>
<td>$20,370.25</td>
</tr>
<tr>
<td>December 31, 2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From January 1, 2018 until</td>
<td>$249,331.84</td>
<td>$20,777.65</td>
</tr>
<tr>
<td>December 31, 2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From January 1, 2019 until</td>
<td>$254,318.48</td>
<td>$21,193.21</td>
</tr>
<tr>
<td>December 31, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From January 1, 2020 until</td>
<td>$259,404.85</td>
<td>$21,617.07</td>
</tr>
<tr>
<td>December 31, 2020</td>
<td></td>
<td></td>
</tr>
<tr>
<td>From January 1, 2021 until</td>
<td>$264,592.94</td>
<td>$22,049.41</td>
</tr>
<tr>
<td>December 31, 2021</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b) In the event of a missed collection due to inclement weather, equipment breakdown or other event out of the control of either party, and no make-up collection provided, the amount to be billed for the month will be reduced as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Cost Calculation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/17 until 12/31/17</td>
<td>$244,442.98 divided by 26 collections</td>
<td>$9,401.65</td>
</tr>
<tr>
<td>1/1/18 until 12/31/18</td>
<td>$249,331.84 divided by 26 collections</td>
<td>$9,589.69</td>
</tr>
<tr>
<td>1/1/19 until 12/31/19</td>
<td>$254,318.48 divided by 26 collections</td>
<td>$9,781.48</td>
</tr>
<tr>
<td>1/1/20 until 12/31/20</td>
<td>$259,404.85 divided by 26 collections</td>
<td>$9,977.11</td>
</tr>
<tr>
<td>1/1/21 until 12/31/21</td>
<td>$264,592.94 divided by 26 collections</td>
<td>$10,176.65</td>
</tr>
</tbody>
</table>

c) The MCMUA shall pay or invoice the Municipality 100% of the revenue earned or cost incurred from the sale of the Recyclable Materials. In the event that a payment is due to the Municipality for the marketing of Acceptable Materials, the MCMUA shall deliver a voucher for payment to the Municipality on a quarterly, semi-annual and/or annual basis in the discretion of the MCMUA, and shall deliver payment to the Municipality within 45 days after receipt of the duly executed voucher from the Municipality. In the event that a payment is due to the MCMUA for the marketing of Acceptable Materials, the Municipality shall deliver payment to the MCMUA within 45 days of receipt of an invoice from the MCMUA. Invoices shall be prepared and sent to the Municipality on a quarterly, semi-annual and/or annual basis at the discretion of the MCMUA.

VI. Indemnification

In addition to the other rights and remedies of the parties herein, the Municipality agrees to indemnify and hold harmless the MCMUA and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Municipality's personnel arising out of this Agreement or any of the obligations assumed by the Municipality hereunder, provided it is determined by a Court having the appropriate jurisdiction that the Municipality is solely or
This Agreement shall commence on January 1, 2017 and continue until December 31, 2019 unless sooner terminated by the MCMUA in accordance with the terms of this Agreement. This agreement shall be automatically extended for two additional one (1) year periods from January 1, 2020 until December 31, 2020 and January 1, 2021 until December 31, 2021, unless one party notifies the other in writing with at least ninety (90) days’ notice of its intent to terminate.

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

VII. Assignment

The MCMUA, in its sole discretion, reserves the right to assign any or all of its rights and obligations without consent of any other parties to the County of Morris. Any other assignment of this Agreement by either party to this Agreement shall require the written consent of the other party.

VIII. Appropriation of Funds

This Agreement is subject to the availability, appropriation and certification by the MCMUA/Municipality of sufficient funds as may be required to implement this Agreement, and this Agreement may be terminated by the MCMUA/Municipality if sufficient funds are not available, appropriated or certified. The MCMUA shall notify the Municipality as soon as possible of the termination as a result of lack of appropriation of funds. The Municipality shall notify the MCMUA as soon as possible of the termination as a result of lack of appropriation of funds.

IX. Duration and Termination

This Agreement shall commence on January 1, 2017 and continue until December 31, 2019 unless sooner terminated by the MCMUA in accordance with the terms of this Agreement.
If the MCMUA fails to perform the services as set forth herein to the reasonable satisfaction of the Township, the Township shall provide written notice of termination to the MCMUA, which notice shall describe, with specificity sufficient to enable the MCMUA to address and remedy the same, the violations observed. Upon receipt of a written notice of termination for violation of the terms set forth herein, the MCMUA shall have ten (10) days to advise the Township, in writing, of its intention to cure such violation(s), and the MCMUA shall have an additional sixty (60) days to fully cure such violations. If such violation(s) is not cured within said seventy (70) day period, at the discretion of the Township, the Township may terminate the contract on sixty (60) days written notice.

IN WITNESS WHEREOF, the said parties have hereunto set their hands or caused these presents to be signed by their proper corporate officers and cause their proper corporate seal to be hereto affixed, the day and year first above written.

MORRIS COUNTY
MUNICIPAL UTILITIES AUTHORITY

Glenn Schweizer, Executive Director

ATTEST:

Marilyn Regner

DATE:

MUNICIPALITY

Thomas W. Andes, Mayor

ATTEST:

Kathryn Bowditch-Leon, Municipal Clerk

DATE:
SCHEDULE A
RECYCLABLE MATERIALS

Acceptable Material

Material Collected at Curbside

“Single Stream Recyclables” (SSRM) consists of a mix of Container Mix and Fiber Mix recyclable materials, listed below, collected as a single materials stream mixed together in one or more containers. Weight limit is 50 pounds per container.

“Container Mix” (Bottles, Cans & Containers) consist of the following, loose, and commingled:

- Glass, transparent and translucent food and beverage bottles and jars of any color. Paper labels are acceptable as are rings and lids on glass containers.
- Tin/Steel cans, tin-plated, food and beverage containers, all sizes. Empty and dry paint and empty aerosol cans. Paper labels are acceptable.
- Aluminum used beverage containers
- Clean Aluminum foil, pie plates and trays
- All plastic narrow neck bottles SPI Codes #1 and #2:
  PET plastic bottles (SPI Code #1) blow-molded (bottle-necked) clear and green PET containers, such as soda bottles, dishwashing soap bottles, some shampoo bottles; caps and labels are acceptable.
  HDPE plastic bottles (SPI Code #2) - blow-molded (bottle-necked) natural and colored HDPE containers, including plastic milk jugs, water jugs, detergent bottles, and similar items; caps and labels are acceptable. Motor oil and anti-freeze containers are not acceptable.
- All plastic food and beverage containers with SPI Codes including but not limited to:
  PETE plastic food and beverage containers (SPI Code #1)
  HDPE plastic food and beverage containers (SPI Code #2) Motor oil and anti-freeze containers are not acceptable.
  LDPE plastic food and beverage containers (SPI Codes #4) – butter and margarine tubs
  Polypropylene plastic food and beverage containers (SPI Codes #5) – yogurt containers
  Other plastic food and beverage containers (SPI Codes #7) – mixed plastic containers
  Small Mixed rigid, bulky HDPE - defined as HDPE items (buckets including 5-gallon, crates, Kitty litter, empty and dry plastic paint cans, toys, trays, bins, barrels etc.). This category often referred to as “Injection HDPE”.
  Cartons and aseptic containers – juice boxes, gable top milk and juice
"Fiber Mix" consists of the following, loose (not tied or bundled), and commingled:
• ONP - old newspapers and advertisement inserts, loose or placed in Kraft (brown) paper bags.
• OMG - old magazines containing glossy coated paper, including catalogues, glossy fillers or mailers, loose or placed in Kraft (brown) paper bags.
• OCC - old corrugated containers (cardboard) and that have liners of Kraft, jute, or test liner. OCC can be damp but not soaked. Wax coated OCC containers are not acceptable.
• Kraft (brown) paper bags - all sizes of loose, bundled or bagged Kraft paper grocery sacks.
• Junk mail - all dry, loose or bagged bulk mail consisting of paper or cardboard. All unopened junk mail and envelopes with window are acceptable.
• High-grade paper - all dry, loose or bagged white and colored ledger and copier paper, note pad paper (no backing), loose leaf fillers, computer paper (continuous-form perforated white bond or green-bar paper).
• Boxboard - all non-corrugated cardboard, commonly used in dry food and cereal boxes, shoe boxes, and other similar packaging including wet strength material used in beverage carriers. Boxboard with wax or plastic coating and boxboard that has been contaminated by food is not acceptable.
• Telephone Books and soft cover books.
• Shredded paper in clear or translucent plastic bags.

Material Collected at the Municipal Recycling Center
All of the material listed above, will also be acceptable, Single Stream, from the Municipality's recycling center in roll-off containers. Additionally, if the Municipality chooses to collect them, Large and Small Mixed Rigid Plastic materials will be acceptable in a separate roll-off container at the Municipality's recycling center. These large items are not accepted at curbside and include those items which are too big to fit into a container set out at curbside. These include, but are not limited to plastic large toys, plastic sandboxes, plastic furniture.

"Unacceptable Material" is any material not specifically listed as Acceptable Material, including but not limited to:
• No Plastic Bags or bagged material in plastic film bags (newsprint may be placed in a Kraft bag). Notwithstanding the foregoing or any language to the contrary, shredded paper in clear or translucent plastic bags is an Acceptable Material.
• Loose shredded paper.
• Mirrors, window or auto glass, light bulbs, ceramics, any PVC or Polystyrene plastic containers with #3 or #6 on them or no # at all, oil or antifreeze containers, plastic bags, coat hangers, or any household items (such as toasters, cooking pots or pans, etc.)
• Hard cover books.
• Hazardous, toxic, radioactive, or similarly dangerous material
• Food scraps or any other organic material
• Scrap metal
• Electronic Waste (batteries, cell phones, computers)
• Agricultural plastic (flower pots and trays)
• "Excessive Moisture or Snow Content" means an amount of moisture or snow that will negatively impact the processing ability of the recycling market (e.g., equipment jams), or that will create product conditions (e.g., clumping or insufficient separation) that are likely to cause downgrading or rejection by the outbound market."

Other Recyclable Materials may be accepted as mutually agreed to by the MCMUA and the recycling market.
SCHEDULE B

SCHEDULE FOR SERVICES

Beginning on January 1, 2017 until December 31, 2021

Service shall be provided every-other Wednesday, starting January 1, 2017, with the following tentative* holiday make-up collection(s):

2017
No holidays fall on scheduled collection days

2018
Independence Day – Wednesday, July 4, 2018 - no collection
Make-up day tentatively* planned for Saturday July 7, 2018

2019
No holidays fall on scheduled collection days

2020
New Year’s Day – Wednesday, January 1, 2020 - no collection
Make-up day tentatively* planned for Saturday January 4, 2020

The MCMUA collection crews work on the following holiday which falls on scheduled collection days: Lincoln’s Birthday.

2021
No holidays fall on scheduled collection days

*Annually, the MCMUA will provide a final list of collection dates including make-up dates.

MCMUA reserves the right to request that the Municipality change its collection day during the term of this contract.

Materials must be placed at the curb the night before the designated collection day.
Holidays Observed Annually by the MCMUA Curbside Program

MCMUA collection crews do not work on these holidays:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

MCMUA collection crews work on these holidays:
Martin Luther King Jr. Day
Lincoln's Birthday
President's Day
Good Friday
Columbus Day
Election Day
Veteran's Day
Day after Thanksgiving
SCHEDULE C

Residential Sources:  
- Single family  
- Regency Condominiums – curbside collection  
- 58 Indian Road Condominiums – curbside collection  

Total Units  

5,242

Number of Units

Municipal Sources/Locations:  
- Firehouses  

3

Schools  
- Lakeview School (K-5)  
- Riverview School (K-5)  
- Valleyview School (6-8)  

(The school dumpsters are owned by the Municipality.)

Units added during the term of the contract  
The contract price will remain the same for new units added until the total cumulative new units added reaches 262 (equivalent to 5% of the 5,242 current units as set forth above). The 5,242 units will be used as the baseline. If and when the total cumulative new units added exceeds 262 units above the baseline, the MCMUA will meet with the Municipality to discuss the additional cost associated with the new units.

Excluded Generators  
Generators which are specifically excluded are listed below. Any units not listed above are also excluded.

Multi-Family Complexes:  
No other multi-family complexes are serviced by this Agreement.

Institutional Sources:  
No hospitals or industrial buildings are serviced by this Agreement.
SCHEDULE D

ROLL-OFF CONTAINERS PROVIDED

The MCMUA shall provide the following roll-off containers to the Municipality:

- One (1) - 30 cubic yard open-top container for Mixed Rigid Plastic
- Two (2) - stationary compactors and receiver boxes for SSRM

The MCMUA will assess the need for the amount of roll-off containers and may make changes to the amount of containers provided.

The Municipality has provided the following roll-off container for use in rotation with other containers in the MCMUA system:

None

For its own use at its recycling center, the Municipality owns:

- Three (3) - 20 cubic yard open-top container (used to be used for bottles and cans)
- One (1) - 10 cubic yard enclosed container (used to be used for junk mail/magazines)
For the purposes of this section, "Contractor" shall mean both the MCMUA and the Municipality.

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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 Compliance Officer, setting forth provisions of this nondiscrimination 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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 agency contracting 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 N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted County employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

f. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

h. In conforming with the targeted employment goals, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
   - Letter of Federal Affirmative Action Plan Approval
   - Certificate of Employee Information Report
   - Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any actions available to it under any other provisions of this Agreement or otherwise at law.

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

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

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

WHEREAS, the Township of Denville, the Planning Board, Fourth Generation Construction LLC and Fason Holdings, LLC have negotiated a settlement in the matter of Fourth Generation Construction LLC and Fason Holdings LLC v. Township of Denville and the Planning Board of the Township of Denville, Docket No. MRS-L-2383-16; and

WHEREAS, the Township desires to settle the matter in accordance with the terms and conditions as set forth in a certain Settlement Agreement.

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 Municipal Council hereby approves and authorizes the settlement of litigation titled Fourth Generation Construction LLC and Fason Holdings LLC v. Township of Denville and the Planning Board of the Township of Denville, Docket No. MRS-L-2383-16, in accordance with the terms and conditions as set forth in a certain Settlement Agreement.

2. The Mayor and the Municipal Clerk are hereby authorized to execute the Settlement Agreement in the matter of Fourth Generation Construction LLC and Fason Holdings LLC v. Township of Denville and the Planning Board of the Township of Denville, Docket No. MRS-L-2383-16.

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 November 22, 2016.
RESOLUTION AUTHORIZING ADDITIONAL ENGINEERING SERVICES IN CONNECTION WITH PHASE II - BROADWAY STREETSCAPE PROJECT

WHEREAS, the Township entered into a Professional Services Agreement ("Agreement") dated February 9, 2016 with John K. Ruschke, P.E. of Hatch Mott MacDonald, LLC, 412 Mt. Kemble Ave., Suite G22, Morristown, NJ 07960 for engineering services for the year 2016; and

WHEREAS, the Agreement specifically provides in paragraph 2 that "A cost proposal shall be submitted by the Engineer and accepted by the Township with respect to engineering, construction contract administration and/or other related services with regard to any and all non-routine individual task assignment(s) where the anticipated fee will exceed $3,000"; and

WHEREAS, John K. Ruschke, P.E., of Mott MacDonald has advised that additional construction phase engineering services for Phase II - Broadway Streetscape Project are required; and

WHEREAS, John K. Ruschke, P.E. has requested approval for the additional services for the aforementioned project for an amount not to exceed $10,000; and

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

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

1. The Municipal Council hereby approves the additional construction phase engineering services for Phase II - Broadway Streetscape Project to be provided by John K. Ruschke, P.E. of Mott MacDonald.

2. Charges shall not exceed $10,000 without prior written approval of the Township.

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 November 22, 2016.
RESOLUTION AUTHORIZING THE PLANNING BOARD TO UNDERTAKE A PRELIMINARY INVESTIGATION AND TO CONDUCT A PUBLIC HEARING TO DETERMINE WHETHER BLOCK 31207, LOTS 11-18 IS A REDEVELOPMENT AREA ACCORDING TO THE CRITERIA SET FORTH IN N.J.S.A. 40A:12A-5

WHEREAS, the Township of Denville has identified an area consisting of Block 31207, Lots 11-18 located along New Jersey Route 53 and Station Road in the I-1 Industrial and B-3 Business Zones and consisting of a total of 3.39 acres, as an area potentially in need of redevelopment as defined in the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.); and

WHEREAS, N.J.S.A. 40A:12A-6 provides that no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the planning board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in section 5 of P.L. 1992, c. 79 (C. 40A:12A-5), which determination shall be made after public notice and a public hearing.

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

1) That the Planning Board is hereby authorized to undertake a preliminary investigation and to conduct a public hearing to determine whether Block 31207, Lots 11-18 is a redevelopment area according to the criteria set forth in N.J.S.A. 40A:12A-5.

2) Upon determination that the area is a redevelopment area and upon adoption of a redevelopment plan, the municipality shall be authorized to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (i.e. a "Non-Condemnation Redevelopment Area").

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 November 22, 2016.

Certification Dated:  Kathryn Bowditch-Leon, RMC
                      Municipal Clerk
RESOLUTION OF THE TOWNSHIP OF DENVILLE WAIVING CERTAIN FEES ASSOCIATED WITH TEMPORARY FOOD LICENSES FOR SPECIFIC ANNUAL EVENTS PROMOTED BY THE DENVILLE CHAMBER OF COMMERCE

WHEREAS, the Denville Chamber of Commerce hosts various special events throughout the year in order to encourage, promote and attract shoppers and diners to support Denville businesses; and

WHEREAS, these special events serve the public good by both building community spirit and promoting local commerce; and

WHEREAS, the Denville Health Department, in accordance with the NJ State Health Code, is required to ensure all businesses comply with the regulations of the State of New Jersey associated with the distribution of food and/or beverages; and

WHEREAS, non-food establishment businesses are required to complete and submit in advance a temporary food license application to the Denville Health Department for review to ensure all food they are serving is handled in a safe and sanitary manner as regulated by the State of New Jersey; and

WHEREAS, Section 2A-6 of the General Code of the Township of Denville, provides for a fee of twenty-dollars ($20) for both a ‘Temporary Food Establishment License’ and a license for an ‘Individual Booth, Stand or Conveyance’.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville hereby waives the aforementioned twenty-dollar ($20) fee for the following Denville Chamber of Commerce sponsored events in 2016 for those non-food establishments submitting an application seeking a Temporary Food Establishment license and/or an Individual Booth, Stand or Conveyance license:

Small Business Saturday
Holiday Open House

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council of the Township of Denville at their Meeting held on November 22, 2016.

Certification dated: ________________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION

WHEREAS, the Township desires to acquire property known as Block 61702, Lot 28, 29 Spear Lane, as shown on the Tax Maps of the Township of Denville, by donation from Seton Hall University for open space purposes; and

WHEREAS, Seton Hall University and the Township have agreed upon the terms of a Land Donation Agreement.

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 Land Donation Agreement with Seton Hall University for the acquisition of Block 61702, Lot 28 which Land Donation Agreement is subject to the adoption of an ordinance by the Municipal Council authorizing the acquisition of the property.

2. A copy of the Land Donation Agreement is on file in the office of the Township Clerk for inspection by the public.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on November 22, 2016.