TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL  
REGULAR MEETING  
June 23, 2015, 7:30 P.M.

- Salute to the flag  
- Invocation  
- Notice of public meeting  
- Roll call:

Council Members

_____ Gabel  _____ Kuser  _____ Smith  
_____ Lyden  _____ Fitzpatrick  _____ Scollans  
_____ Golinski, Council President

In Attendance

_____ Mayor Andes  _____ Administrator Ward  
_____ Township Attorney Jansen  _____ Other:  

PRESENTATIONS / CEREMONIAL MATTERS

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

NONE

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

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

Matters of Old / New Business

ORDINANCES FOR ADOPTION

#15-15:  An Ordinance to Amend the Code of the Township of Denville, County of Morris with Regard to the Maintenance of Vacant and Abandoned Properties

#16-15:  An Ordinance to Amend Chapter II-A, Fees, Rates and Charges and Chapter VI, Alcohol Beverage Control, of the General Ordinances of the Township of Denville

ORDINANCES FOR INTRODUCTION

#19 -15:  Bond Ordinance Providing for Various Capital Improvements in and by the Township of Denville, in the County of Morris, New Jersey, Appropriating $136,500 Therefor and Authorizing the
Resolution Authorizing Purchase of a 2015 Silverado Truck for Department of Public Works

Resolution Opposing the Pilgrim Pipeline

Resolution Authorizing the Purchase of a New Ambulance

NON-CONSENT RESOLUTIONS:

Resolution Authorizing the Advertising and Accepting of Bids for a Sewer Camera

Resolution Authorizing Renewal of Alcoholic Beverage Licenses in the Township of Denville for 2015-2016

Resolution Authorizing Cancelation of Unexpended and Dedicated Balances of General Capital Appropriations

Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

Resolution Authorizing the Filing of an Application for a Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling

Resolution Authorizing the Advertising and Accepting of Bids for a Sewer Camera

Issuance of $104,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof

ITEMS FOR DISCUSSION AND/OR ACTION

NONE

RESOLUTIONS

CONSENT AGENDA:

R-15-145: Resolution Authorizing Raffle License(s) in the Township of Denville

R-15-146: Resolution Authorizing a Cooperative Pricing Agreement between the Township of Denville and the Houston-Galveston Area Council, as Lead Agency

R-15-147: Resolution Authorizing Renewal of Alcoholic Beverage Licenses in the Township of Denville for 2015-2016

R-15-148: Resolution Authorizing Cancelation of Unexpended and Dedicated Balances of General Capital Appropriations

R-15-149: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-15-150: Resolution Authorizing the Filing of an Application for a Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling

R-15-151: Resolution Authorizing the Advertising and Accepting of Bids for a Sewer Camera

NON-CONSENT RESOLUTIONS:

R-15-152: Resolution Authorizing the Purchase of a New Ambulance

R-15-153: Resolution Opposing the Pilgrim Pipeline

R-15-154: Resolution Authorizing Purchase of a 2015 Silverado Truck for Department of Public Works
R-15-155: Resolution Authorizing Execution of a Municipal Shared Services Defense Agreement to Fund the Burchell Fair Share Analysis

R-15-156: Resolution Authorizing Rejection of All Bids for an Outdoor Mobile Stage

R-15-157: Resolution Authorizing Renewal and Amendment of Shared Services Agreement with the Borough of Mountain Lakes

R-15-158: Resolution Authorizing Rejection of All Bids for Janitorial Services

R-15-159: Resolution Authorizing Renewal of Alcoholic Beverage License for Indian Lake Community Club for 2015-2016

MINUTES FOR ADOPTION

- JUNE 9, 2015

MOTION TO ADJOURN
ORDINANCE #15-15

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend the Code of the Township of Denville, County of Morris with Regard to the Maintenance of Vacant and Abandoned Properties

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend the Code of the Township of Denville, County of Morris with Regard to the Maintenance of Vacant and Abandoned Properties

Be passed on Final Reading and that a Notice of Final Passage be Published in the 07-01-2015 issue of The Citizen Newspaper.

COUNCIL PRESIDENT:  MOTION TO ADOPT  
ROLL CALL ON ADOPTION
ORDINANCE #15-15
AN ORDINANCE TO AMEND THE CODE OF THE
TOWNSHIP OF DENVILLE, COUNTY OF
MORRIS WITH REGARD TO THE
MAINTENANCE OF VACANT AND ABANDONED
PROPERTIES

WHEREAS, P.L. 2014, Chapter 35 and P.L. 2014, Chapter 5 authorize
municipalities to adopt ordinances to regulate the care, maintenance, security and upkeep of
the exterior of vacant and abandoned residential properties on which a summons and complaint
in an action to foreclose has been filed and further authorizes the imposition of penalties for
violation of the ordinance by a foreclosure creditor.

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 Code of the Township of Denville, is hereby amended and
supplemented in the following particulars only:

a. Chapter III, Police Regulations, Section 3-5, Removal of Weeds and
Brush, is hereby amended by the addition of the following subsection 3-5.4, to read as
follows:

“3-5.4 Notice required. Notice of violations for any property declared vacant
and abandoned pursuant to Chapter XI-A shall be given to a foreclosing creditor
pursuant to the procedures set forth in Section 11A-6 of this Code as required by P.L.
2014, c. 35.”

b. Chapter XI, State Uniform Construction Code, Section 11-6, Housing
Code, Subsection 11-6.5, Notice of Violations, is hereby amended and supplemented by
the addition of the item e. to read as follows:
“e. Notice required. Notice of violations for any property declared vacant and abandoned pursuant to Chapter XI-A shall be given to a foreclosing creditor pursuant to the procedures set forth in Section 11A-6 of this Code as required by P.L. 2014, c. 35.”

c. Chapter XI-A, Property Maintenance Code, is hereby amended and supplemented by the addition of the following new subsection:


a. Definitions.

"Creditor" shall mean, consistent with section 3 of P.L. 2008, c. 86, a State chartered bank, savings bank, savings and loan association or any credit union, any person required to be licensed under the provisions of the “New Jersey Residential Mortgage Lending act,” and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, servicers.

"Vacant and Abandoned" residential property shall mean, consistent with section 1 of P.L. 2010, c.70 (C.2A:50-73), residential real estate for which a notice of violation has been issued pursuant to Section 11A-6.c of this Chapter and subsection b. of section 1 of P.L. 2014, c.35. Residential property shall further be deemed “Vacant and Abandoned” where a mortgaged property is not occupied by a mortgagor or tenant and at least two of the following conditions exist:

(1) overgrown or neglected vegetation;
(2) the accumulation of newspapers, circulars, flyers or mail on the property;
(3) disconnected gas, electric, or water utility services to the property;
(4) the accumulation of hazardous, noxious, or unhealthy substances or materials on the property;
(5) the accumulation of junk, litter, trash or debris on the property;
(6) the absence of window treatments such as blinds, curtains or shutters;
(7) the absence of furnishings and personal items;
(8) statements of neighbors, delivery persons, or government employees indicating that the residence is vacant and abandoned;
(9) windows or entrances to the property that are boarded up or closed off or multiple window panes that are damaged, broken and unrepaired;
(10) doors to the property that are smashed through, broken off, unhinged, or continuously unlocked;
(11) a risk to the health, safety or welfare of the public, or any adjoining or adjacent property owners, exists due to acts of vandalism, loitering, criminal conduct, or the physical destruction or deterioration of the property;
(12) an uncorrected violation of a municipal building, housing, or similar code during the preceding year, or an order by municipal authorities declaring the property to be unfit for occupancy and to remain vacant and unoccupied;
(13) the mortgagee or other authorized party has secured or winterized the property due to the property being deemed vacant and unprotected or in danger of freezing;
(14) a written statement issued by any mortgagor expressing the clear intent of all mortgagors to abandon the property; and
(15) any other reasonable indicia of abandonment.

b. **Creditor responsibility.** Pursuant to the provisions of P.L. 2014, c.35, a creditor filing a summons and complaint to foreclose a lien on a residential property that is vacant and abandoned, as defined in this Chapter, whether the filing of the summons and complaint is made before or after the determination that the property is vacant and abandoned, shall be responsible for the care, maintenance, security and upkeep of the exterior of the residential property. This obligation applies whether the determination
that the property is vacant and abandoned is made by the public officer pursuant to the provisions of this Chapter, pursuant to the provisions of N.J.S.A. 2A:50-73 or otherwise.

c. **Notice to Creditor; time to correct violations.** If the public officer designated by the Township, or other authorized municipal official, determines that a creditor obligated to care, maintain, secure and upkeep a vacant and abandoned property has failed to do so in accordance with the provisions of this Chapter, Chapter III, Section 3-5, Chapter 11, Section 11-6 or Chapter XXIV of this Code, the public officer or other authorized municipal official shall issue a notice of violation to the creditor that has filed a summons and complaint to foreclose on the property in question. The notice shall require the person or entity to correct the violation within thirty (30) days of the receipt of the notice, or within ten (10) days of receipt of the notice if the violation presents an imminent threat to public health and safety. The issuance of this notice shall constitute evidence that a property is "vacant and abandoned" for purposes of N.J.S.A. 2A:50-73.

d. **Designated Representative of out-of-State creditor; violation.** An out-of-State creditor shall include the full name and contact information of the in-State representative or agent of the creditor in the notice required to be provided to the municipal clerk pursuant to N.J.S.A. 46:10B-51.a(1). An out-of-State creditor found by a court of competent jurisdiction to have violated this provision shall be subject to a fine of $2,500.00 for each day of the violation commencing on the day after the ten (10) day period as set forth in paragraph one of N.J.S.A. 46:10B-51.a(1) with respect to notifying the municipal clerk that an action to foreclose on the property has been filed.”

d. Chapter XI-A, Property Maintenance Code, the previous section 11A-6, is hereby amended to be designated as subsection 11A-7 and to read as follows:

"11A-7 **Enforcement and penalties.**
a. The provisions of this Chapter shall be enforceable by the Township Code Official or his designee.

b. Except as set forth in Section 11A-6.d and herein, any person, firm, corporation or entity violating any provision of this Chapter shall, upon conviction, be punishable as provided in Section 1-3 of the Code of the Township of Denville.

A creditor required to care, maintain, secure and upkeep a property under this Chapter cited in a notice issued pursuant to Section 11A-6.b shall be subject to a fine of $1,500.00 for each day of the violation, commencing 31 days following receipt of the notice, except if the violation presents an imminent risk to public health & safety, in which case the fine shall commence 11 days following the receipt of the notice."

e. Chapter XXIV, Public Health Nuisance Code, is hereby amended and supplemented by the addition of subsection 24-5, to read as follows:

"24-5 Notice required. Notice of violations for any property declared vacant and abandoned pursuant to Chapter XI-A shall be given to a foreclosing creditor pursuant to the procedures set forth in Section 11A-6 of this Code as required by P.L. 2014, c. 35."

SECTION 2. This ordinance maybe re-numbered for codification purposes.

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

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

SECTION 5. This ordinance shall take effect immediately upon final passage, approval, and publication as required by law.
TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

ATTEST:

Kathryn M. Bowditch, Clerk

By:

Thomas W. Andes, Mayor
BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter II-A, Fees, Rates and Charges and Chapter VI, Alcoholic Beverage Control, of the General Ordinances of the Township of Denville

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter II-A, Fees, Rates and Charges and Chapter VI, Alcoholic Beverage Control, of the General Ordinances of the Township of Denville

Be passed on Final Reading and that a Notice of Final Passage be Published in the 07-01-2015 issue of The Citizen Newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION
ORDINANCE NO. 16-15

AN ORDINANCE TO AMEND CHAPTER II-A, FEES, RATES AND CHARGES AND CHAPTER VI, ALCOHOLIC BEVERAGE CONTROL, OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE

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

SECTION 1. Chapter II-A, Fees, Rates and Charges, Section 2A-4, Township Clerk's Office, subsection 2A-4.2, Plenary Licenses, of the General Ordinances of the Township of Denville is hereby amended to read as follows:

<table>
<thead>
<tr>
<th>FEE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>$188.00</td>
<td>Club license</td>
</tr>
<tr>
<td>$2,250.00</td>
<td>Retail Distribution license, effective January 1, 2016</td>
</tr>
<tr>
<td>$2,500.00</td>
<td>Retail Distribution license, effective January 1, 2017</td>
</tr>
<tr>
<td>$2,500.00</td>
<td>Retail Consumption license</td>
</tr>
</tbody>
</table>

SECTION 2. Chapter VI, Alcoholic Beverage Control, Section 6-3, Licenses, Subsection 6-3.4, License Fees: Maximum Number, is hereby amended to read as follows:

"6-3.4 License fees; Maximum Number. The annual license fees shall be as set forth in Chapter IIA, Fees, Rates and Charges. The maximum number of licenses for the sale or distribution of alcoholic beverages in the township shall be as follows:

Plenary Retail Consumption License – Five (5)
Plenary Retail Distribution License – Two (2)

The provisions of this subsection with respect to the limitation on the number of licenses shall not apply to the renewal or transfer of licenses presently issued."

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

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

SECTION 5. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.
BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

ATTEST:                      APPROVED:

KATHRYN M. BOWDITCH, RMC
MUNICIPAL CLERK

MAYOR THOMAS W. ANDES
TOWNSHIP OF DENVILLE

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council
of the Township of Denville at its meeting held on ____________, 2015.

_____________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
ORDINANCE #19-15

BE IT RESOLVED that an Ordinance entitled:
Bond Ordinance Providing for Various Capital Improvements in and by the Township of Denville, in the County of Morris, New Jersey, Appropriating $136,500 Therefor and Authorizing the Issuance of $104,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof

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
Bond Ordinance Providing for Various Capital Improvements in and by the Township of Denville, in the County of Morris, New Jersey, Appropriating $136,500 Therefor and Authorizing the Issuance of $104,000 Bonds or Notes of the Township to Finance Part of the Cost Thereof

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 07-14-2015 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: 06-23-15
ORDINANCE #19-15

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING $136,500 THEREFOR AND AUTHORIZING THE ISSUANCE OF $104,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of Denville, in the County of Morris, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of $136,500, including the sum of $32,500 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of $104,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.
Section 3.  (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is various capital improvements, consisting of the acquisition of 911 software and hardware desk upgrade and renovation, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4.  All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the
date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 5 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New
Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $104,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding $6,500 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners
of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

ATTEST:

Kathryn M. Bowditch, Clerk

By:

Thomas W. Andes, Mayor

CERTIFICATION

I, Kathryn M. Bowditch, Clerk of the Township of Denville, do hereby certify the foregoing to be a true copy of an Ordinance adopted by the Township at a meeting held on , 2015.

Kathryn M. Bowditch, RMC, Clerk
RESOLUTION AUTHORIZING RAFFLE LICENSE(S) IN THE TOWNSHIP OF DENVILLE

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Francis Health Resort, Inc.</td>
<td>Tricky Tray</td>
<td>10-4-15</td>
</tr>
<tr>
<td>St. Francis Health Resort, Inc.</td>
<td>On Prem. 50/50</td>
<td>10-4-15</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on June 23, 2015.

CERTIFICATION DATE: ____________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION AUTHORIZING A COOPERATIVE PRICING AGREEMENT
BETWEEN THE TOWNSHIP OF DENVILLE AND THE HOUSTON-
GALVESTON AREA COUNCIL, AS LEAD AGENCY

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) authorizes any contracting unit to purchase goods,
or to contract for services through the use of a nationally recognized and accepted cooperative
purchasing agreement that has been developed utilizing a competitive bidding process by
another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Houston-Galveston Area Council (H-GAC), as the Lead Agency, has
offered voluntary participation in a National Government Cooperative Pricing System for the
provision of goods and services; and

WHEREAS, the Qualified Purchasing Agent and the Township Administrator have
recommended to the Township Municipal Council that the Township participate in this
Cooperative Pricing System for the provision of goods and services; and

WHEREAS, based on such recommendations the Municipal Council has determined
that said participation offers lower prices and is in the best interests of the citizens of the
Township;

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

1. This Resolution shall be known and may be cited as the Cooperative Pricing Resolution
   of the Township of Denville and the Houston-Galveston Area Council.

2. Pursuant to the provisions of N.J.S.A. 52:34-6.2(b)(3), the Mayor is hereby authorized to
   execute and the Municipal Clerk to attest, on behalf of the Township a Cooperative
   Pricing Agreement between the Township of Denville and the Houston-Galveston Area
   Council, as Lead Agency, a copy of which is annexed hereto and is on file in the Office
   of the Municipal Clerk and is available for public inspection.

3. This resolution shall take effect immediately upon its passage.

I, KATHRYN M. BOWDITCH, ACTING MUNICIPAL CLERK OF THE TOWNSHIP OF
DENVILLE DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A
RESOLUTION, ADOPTED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF
DENVILLE ON June 23, 2015.

Certification Dated: KATHRYN M. BOWDITCH
Municipal Clerk
THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * ___________ a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * ___________

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * ___________ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * ___________ and ends * ___________. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)
ARTICLE 6: PAYMENTS
H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS
This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES
H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY
All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE
To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE
Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

Name of End User (local government, agency, or non-profit corporation)

Mailing Address

City State ZIP Code

By: Signature of chief elected or appointed official

Typed Name & Title of Signatory Date

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: Executive Director:

Attest: Manager

Date: 

*Denotes required fields

rev. 03/11
*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to H-GAC, Cooperative Purchasing Program, P.O. Box 22777, Houston, TX 77277-2777.

Name of End User Agency: ____________________________ County Name: ____________________________

Mailing Address: __________________________________________________________ (City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

Main Telephone Number: ____________________________ FAX Number: ____________________________

Physical Address: __________________________________________________________ (City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

Web Site Address: ____________________________

Official Contact: ___________________________________________________________ Title: ____________________________

(Point of Contact for HGACBuy Interlocal Contract) Ph No.: ____________________________

Mailing Address: ___________________________________________________________ Fx No.: ____________________________

(Street Address/P.O. Box) E-Mail Address: ____________________________

(City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

Authorized Official: ________________________________________________________ Title: ____________________________

(Mayor/City Manager/Executive Director etc.) Ph No.: ____________________________

Mailing Address: ___________________________________________________________ Fx No.: ____________________________

(Street Address/O.O. Box) E-Mail Address: ____________________________

(City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

Official Contact: ___________________________________________________________ Title: ____________________________

(Purchasing Agent/Auditor etc.) Ph No.: ____________________________

Mailing Address: ___________________________________________________________ Fx No.: ____________________________

(Street Address/O.O. Box) E-Mail Address: ____________________________

(City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

Official Contact: ___________________________________________________________ Title: ____________________________

/Public Works Director/Police Chief etc.) Ph No.: ____________________________

Mailing Address: ___________________________________________________________ Fx No.: ____________________________

(Street Address/O.O. Box) E-Mail Address: ____________________________

(City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

Official Contact: ___________________________________________________________ Title: ____________________________

(EMS Director/Fire Chief etc.) Ph No.: ____________________________

Mailing Address: ___________________________________________________________ Fx No.: ____________________________

(Street Address/O.O. Box) E-Mail Address: ____________________________

(City) ____________________________ (State) ____________________________ (ZIP Code) ____________________________

* denotes required fields
RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSES IN THE TOWNSHIP OF DENVILLE FOR 2015-2016

BE IT RESOLVED, by the Municipal Council of the Township of Denville that the following Alcoholic Beverage Control Licenses be approved for the year July 1, 2015 through June 30, 2016.

<table>
<thead>
<tr>
<th>LICENSE NUMBER</th>
<th>FEE</th>
<th>LICENSEE</th>
<th>ESTABLISHMENT</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1408-33-005-006</td>
<td>$2,500</td>
<td>LILTON, LLC</td>
<td>Thatcher McGhee's</td>
<td>53 Broadway</td>
</tr>
<tr>
<td>1408-44-002-003</td>
<td>$2,000</td>
<td>Henderhof Enterprises, Inc.</td>
<td>Partners Discount Liquors</td>
<td>123 E. Main St.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ste 24</td>
</tr>
<tr>
<td>1408-33-017-002</td>
<td>$2,500</td>
<td>Wan Fu Yuan, Inc.</td>
<td>Hunan Taste</td>
<td>67 Bloomfield Ave.</td>
</tr>
<tr>
<td>1408-44-006-003</td>
<td>$2,000</td>
<td>Denville Wine and Liquor, Inc.</td>
<td>Denville Wine and Liquor, Inc.</td>
<td>43 Broadway</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 June 23, 2015.

Certification Date: ________________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE CANCELLATION OF UNEXPENDED AND DEDICATED BALANCES OF GENERAL CAPITAL APPROPRIATIONS

WHEREAS, certain GENERAL CAPITAL Improvement appropriation balances remain dedicated to projects now completed; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be returned to each respective Capital Improvement Fund or credited to Fund Balance, and unused debt authorizations may be canceled.

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 following unexpended and dedicated balances of General Capital Appropriations be cancelled:

<table>
<thead>
<tr>
<th>ORDINANCE NUMBER</th>
<th>DATE AUTHORIZED</th>
<th>PROJECT DESCRIPTION</th>
<th>AMOUNT CANCELLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>08-11</td>
<td>06/2011</td>
<td>Various Improvements</td>
<td>$ 106.86</td>
</tr>
<tr>
<td>10-13</td>
<td>05/2013</td>
<td>Various Improvements</td>
<td>$ 4,697.26</td>
</tr>
<tr>
<td>13-13</td>
<td>05/2013</td>
<td>Various Improvements</td>
<td>$ 10,195.82</td>
</tr>
<tr>
<td>14-14</td>
<td>05/2014</td>
<td>Various Improvements</td>
<td>$ 7,278.21</td>
</tr>
</tbody>
</table>


CERTIFICATION DATED: KATHRYN M. BOWDITCH MUNICIPAL CLERK
RESOLUTION AUTHORIZING REINSTATEMENT OF THE
ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN
FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

WHEREAS, on February 14, 2012, the Municipal Council confirmed sewer assessments for certain properties in the Township of Denville; and

WHEREAS, the resolution confirming said assessments authorized the payment of the assessments in yearly installments over a twenty year period commencing April 14, 2012; and

WHEREAS, certain property owners have failed to make their installment payments when they became due; and

WHEREAS, N.J.S.A. 40:56-35 provides in pertinent part that if any such installment shall remain unpaid for 30 days after the time when said payment shall become due, either the whole assessment shall immediately become due, or the governing body may, by resolution, permit any person who is delinquent in the payment of such an installment to pay only the amount of the delinquent payment due, plus accrued interest, and have the payment of said assessment placed back on the regular installment payment schedule; and

WHEREAS, the following property owners:

Ailing

Graziano

have petitioned the Council to permit the reinstatement of their original installment plan and have tendered to the Tax Collector the requisite amount to bring their accounts current in accordance with the above-referenced statute; and

WHEREAS, the Municipal Council wishes to allow the above referenced property owners to resume payment of their assessments on the original installment schedules approved for their properties.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector be authorized to accept payment of the delinquent installments due, plus interest, from the above referenced property owners for their sewer assessments and that said property owners be permitted to pay all subsequent installments established for their properties over the balance of the twenty year installment period previously authorized by the Municipal Council.

BE IT FURTHER RESOLVED, that should any of the above referenced property owners default on any future installments, the full amount of the sewer assessment shall become due.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on June 23, 2015.

Certification Date:  
Kathryn M. Bowditch, RMC  
Municipal Clerk
RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A BONUS GRANT FOR FOOD WASTE, ABANDONED TIRES AND PUBLIC SPACE RECYCLING

WHEREAS, The New Jersey Department of Environmental Protection has announced a $400,000 "Bonus" grant program that will provide targeted grants for recycling initiatives in three areas: food waste recycling, scrap tire removal and recycling in public spaces. Bonus grants will be made available to local governments (municipalities and counties) and to county institutions (colleges, health care and corrections facilities). This program is funded through the Recycling Tax established in the "Recycling Enhancement Act"; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for the Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling will memorialize the commitment of this municipality to recycling and to indicate the assent of Municipal Council of the Township of Denville to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

NOW THEREFORE BE IT RESOLVED by the Municipal Council of Township of Denville that the Township of Denville hereby endorses the submission of the Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling grant application to the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the monies received from the Bonus Grant for Food Waste, Abandoned Tires and Public Space Recycling be used solely for the purposes outlined in the Bonus Grant application.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 June 23, 2015.

Certification Date: ______________________  Kathryn M. Bowditch, RMC
Municipal Clerk
May 8, 2015

Re: Recycling Bonus Grants Availability: Food Waste, Abandoned Tires and Public Space Recycling

Dear County and Municipal Recycling Coordinator:

The New Jersey Department of Environmental Protection is pleased to announce a $400,000 “Bonus” grant program that will provide targeted grants for recycling initiatives in three areas: food waste recycling, scrap tire removal and recycling in public spaces. Bonus grants will be made available to local governments (municipalities and counties) and to county institutions (colleges, health care and corrections facilities). This program is funded through the Recycling Tax established in the “Recycling Enhancement Act”.

- Food waste in New Jersey makes up about 15% of our municipal solid waste stream, or approximately 1.5 million tons generated annually. With the costs of waste disposal in New Jersey being among the highest in the nation and the ability to turn this waste stream into a resource, it’s important that New Jersey develop more sustainable ways of managing this waste stream.

- Abandoned tires continue to be a problem for our communities. Vacant lots, wooded areas and train paths attract tire dumping. Bonus grants will allow municipalities and counties an opportunity to recycle abandoned tires.

- Recycling in our public spaces should be convenient and cost effective. Bonus grants may be used to increase recycling opportunities in parks, athletic fields, retail districts and wherever people gather.

All three Bonus grant opportunities will also provide an opportunity to increase recycling tonnages for the next round of Municipal Recycling Tonnage Grants.
TO: Members of the Township Council

FROM: Steven Ward, Business Administrator

DATE: June 23, 2015

RE: Municipal Bid# 7-2015
    Sewer Camera System

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

We are proposing to advertise on:    July 1, 2015
For bids to be accepted on:         July 15, 2015
In anticipation to award on or about: August 11, 2015

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, KATHRYN M. BOWDITCH, MUNICIPAL CLERK FOR THE TOWNSHIP OF DENVILLE DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY THE MUNICIPAL COUNCIL AT THEIR MEETING HELD ON JUNE 23, 2015.

CERTIFICATION DATE:  
Kathryn M. Bowditch, RMC  
Municipal Clerk
RESOLUTION AUTHORIZING THE PURCHASE OF A NEW AMBULANCE

WHEREAS, the Township of Denville may, as a contracting unit, without advertising for bids, purchase any materials, supplies or equipment through the use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Council has, by separate resolution, authorized the Township of Denville to enter into a Cooperative Pricing Agreement with the Houston-Galveston Area Council (H-GAC) for the purchase of goods and services; and

WHEREAS, the Township’s Purchasing Agent has reviewed the bidding process of the H-GAC with regard to the purchase of a new Wheeled Coach Type 1 Ambulance and determined that H-GAC has met the requirements of using a fair and open process and that the use of the H-GAC Cooperative Pricing System will result in cost savings, after all factors have been considered; and

WHEREAS, a Notice of intent to Award Contract under a National Cooperative Purchasing Agreement was published on June 3, 2015 in The Citizen and posted on the Township’s website; and

WHEREAS, the Municipal Council wishes to authorize the purchase of a Wheeled Coach Type 1 Ambulance through the H-GAC; and

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

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 purchase of a Wheeled Coach Type 1 Ambulance through the Houston-Galveston Area Council is hereby authorized.

2. The Wheeled Coach Type 1 Ambulance and related equipment and warranty will be acquired from Campbell Supply Co. Inc. in accordance with and pursuant to H-GAC contract AM10-14 dated October 2014 through October 2016 and related documentation submitted to the Township.

3. The Mayor and Township Clerk are authorized to execute any and all documents, including H-GAC agency information documentation, necessary for the purchase, for a Wheeled Coach Type 1 Ambulance and related equipment and warranty from Campbell Supply Co. Inc. and a contract is hereby awarded for the total cost of $179,599.00.

4. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution, adopted by the Municipal Council at their meeting held on June 23, 2015.

Certification Dated: ________________  Kathryn M. Bowditch, RMC
Municipal Clerk
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Certification # 15-13

Date of Request 06/15/15

Campbell Supply Co. LLC.
1015 Cranbury South River Rd.
Monroe, NJ 08831
Name and Address of Contractor

First Aid Ambulance $179,559.00
Name of Description of Pending contract Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Capital</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-559-921</td>
<td>$179,559.00</td>
<td>$179,559.00</td>
</tr>
</tbody>
</table>

Signed:

Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

04-216-55-559-921 $179,559.00

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

COMMENTS:
Fund availability are predicated on available budget

Michael J. Guarino
Chief Financial Officer

CERT15-13
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached List</td>
<td>26946</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal From Additional Sheet(s): 26946

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached List</td>
<td>17179</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal From Additional Sheet(s): 17179

Cheque: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A + B). For this transaction the percentage is: 11%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A + B + C)

| Quantity Ordered | 1 | X Subtotal of A + B + C: 178559 | = | Subtotal D: 178559 |

E. HGAC Fee Calculation (From Current Fee Tables)

<table>
<thead>
<tr>
<th>Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</th>
<th>Description</th>
<th>Cost</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
</table>

Subtotal F: 0

G. Total Purchase Price (D + E + F): 179559
<table>
<thead>
<tr>
<th>OPTION</th>
<th>DESCRIPTION</th>
<th>EACH</th>
<th>QTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>HHA03</td>
<td>Type I, Custom Series, Ram 4500, Cummins Diesel, DRW</td>
<td>$134,434.00</td>
<td>1</td>
<td>$134,434.00</td>
</tr>
<tr>
<td></td>
<td><strong>PUBLISHED OPTIONS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1050111</td>
<td>Aux. A/C Condenser</td>
<td>$1,545.00</td>
<td>1</td>
<td>$1,545.00</td>
</tr>
<tr>
<td>35-10-0704</td>
<td>72&quot; Interior Headroom</td>
<td>$4,174.00</td>
<td>1</td>
<td>$4,174.00</td>
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<tr>
<td>1101400</td>
<td>Adjustable Shelves</td>
<td>$256.00</td>
<td>2</td>
<td>$512.00</td>
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<tr>
<td></td>
<td>Sliding Streetside Window</td>
<td>$1,282.00</td>
<td>1</td>
<td>$1,282.00</td>
</tr>
<tr>
<td>3U-60-1390</td>
<td>Electric Compartment Door Locks, Each Door</td>
<td>$1,664.00</td>
<td>1</td>
<td>$1,664.00</td>
</tr>
<tr>
<td>6A-22-5500</td>
<td>LSU Outlets, Each</td>
<td>$192.00</td>
<td>2</td>
<td>$384.00</td>
</tr>
<tr>
<td>6K-40-2000</td>
<td>Outlet, 120VAC, Duplex Additional Interior, Each</td>
<td>$204.00</td>
<td>1</td>
<td>$204.00</td>
</tr>
<tr>
<td>7P-50-6000</td>
<td>Inverter System, Pre-Wire Only</td>
<td>$426.00</td>
<td>1</td>
<td>$426.00</td>
</tr>
<tr>
<td>H5-59-400E</td>
<td>LED Grille Lights w/Housing (red or amber) (2)</td>
<td>$595.00</td>
<td>1</td>
<td>$595.00</td>
</tr>
<tr>
<td>JO-43-3400</td>
<td>Wig-Wag Headlights</td>
<td>$403.00</td>
<td>1</td>
<td>$403.00</td>
</tr>
<tr>
<td>JA-17-7000</td>
<td>Turn Signal/Brake Indicators - Interior</td>
<td>$385.00</td>
<td>1</td>
<td>$385.00</td>
</tr>
<tr>
<td>JP-10-0610</td>
<td>Lights, Dome, LED, Whelen ILOs</td>
<td>$1,624.00</td>
<td>1</td>
<td>$1,624.00</td>
</tr>
<tr>
<td>JP-16-1106</td>
<td>Fluorescent Lights, Liteco 18&quot; in Liner</td>
<td>$266.00</td>
<td>1</td>
<td>$266.00</td>
</tr>
<tr>
<td>JR-50-2700</td>
<td>Lights, (2) 4&quot; LED Running Boards</td>
<td>$426.00</td>
<td>1</td>
<td>$426.00</td>
</tr>
<tr>
<td>HGZ091</td>
<td>Exterior Compartment Lining Upgrade (each)</td>
<td>$688.00</td>
<td>6</td>
<td>$4,128.00</td>
</tr>
<tr>
<td>LO-10-2550</td>
<td>Clock, Intellitec, Digital with Timer</td>
<td>$521.00</td>
<td>1</td>
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</tr>
<tr>
<td>PO-59-2000</td>
<td>Remote Bottle Pressure Indicator</td>
<td>$1,127.00</td>
<td>1</td>
<td>$1,127.00</td>
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<tr>
<td></td>
<td>Interior Storage Compartment Modifications/Additions</td>
<td>$673.00</td>
<td>1</td>
<td>$673.00</td>
</tr>
<tr>
<td>37-B1-04XX</td>
<td>Compartment Coating, Rubber ILO Zolotone</td>
<td>$1,965.00</td>
<td>1</td>
<td>$1,965.00</td>
</tr>
<tr>
<td>55-30-4001</td>
<td>Sill Protectors, Stainless Steel</td>
<td>$354.00</td>
<td>1</td>
<td>$354.00</td>
</tr>
<tr>
<td>TN-20-1001</td>
<td>Glove Box Holder over Side Door</td>
<td>$211.00</td>
<td>1</td>
<td>$211.00</td>
</tr>
<tr>
<td>F0-11-3501</td>
<td>B/U Alarm w/ Switch</td>
<td>$212.00</td>
<td>1</td>
<td>$212.00</td>
</tr>
<tr>
<td>IA-10-0E00</td>
<td>Valve Extension for Inside Dual Tires</td>
<td>$152.00</td>
<td>1</td>
<td>$152.00</td>
</tr>
<tr>
<td></td>
<td>Privacy Glass</td>
<td>$723.00</td>
<td>1</td>
<td>$723.00</td>
</tr>
<tr>
<td></td>
<td>Exterior Storage Compartment</td>
<td>$1,435.00</td>
<td>1</td>
<td>$1,435.00</td>
</tr>
<tr>
<td>VH-QD-0300</td>
<td>Storage Underneath CPR Sept</td>
<td>$425.00</td>
<td>1</td>
<td>$425.00</td>
</tr>
<tr>
<td>6F-90-4101</td>
<td>110V Outlet with Cord Ejector (Auto-eject Shoreline)</td>
<td>$1,161.00</td>
<td>1</td>
<td>$1,161.00</td>
</tr>
<tr>
<td></td>
<td><strong>NON-PUBLISHED OPTIONS</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1A-10-0100</td>
<td>Lettering and Graphics, Custom Reflective</td>
<td>$4,422.00</td>
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<tr>
<td>1F-30-7570</td>
<td>Liquid Spring Rear Suspension System I.O Air Suspension</td>
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<tr>
<td>6F-10-4452</td>
<td>Reverse Camera System</td>
<td>$1,865.00</td>
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<td>$1,865.00</td>
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<tr>
<td>FJ-41-0114</td>
<td>Whelen M9 LED Warning Light, ILOs</td>
<td>$235.00</td>
<td>16</td>
<td>$3,760.00</td>
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<td>HS-58-0696</td>
<td>Whelen M7 LED Warning Light, ILOs</td>
<td>$185.00</td>
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<td>HK-20-110M</td>
<td>Whelen M9 LED Scene Light, ILOs</td>
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<td>RS-11-2010</td>
<td>Safety Net End of Squad Bench</td>
<td>$603.00</td>
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<td>$603.00</td>
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<td>Ground Lighting Package</td>
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<td>1</td>
<td>$815.00</td>
</tr>
<tr>
<td>7P-10-5N05</td>
<td>Pre-Wire and Install Mounting Plates for Stryker PowerLoad</td>
<td>$889.00</td>
<td>1</td>
<td>$889.00</td>
</tr>
</tbody>
</table>
WHEREAS, the Pilgrim Pipeline Company ("Pilgrim") is proposing to build a new bi-directional pipeline through the Rockaway River Watershed that would transport crude oil and refined petroleum products between Albany, New York and Linden, New Jersey; and

WHEREAS, the pipeline will carry oil extracted from North Dakota's Bakken shale through the process of hydraulic fracturing, or fracking, an extreme method of oil and gas extraction that depletes and despoils clean water resources, creates toxic air emissions and radioactive waste, and contributes to the climate change crisis by releasing large quantities of methane gas into the atmosphere; and

WHEREAS, in February the Wall Street Journal compared oil from 86 locations around the world and found Bakken crude oil to be the most explosive; and

WHEREAS, the Township of Denville ("Township") is concerned about the hazard the project may create due to the nature and volume of the highly flammable oil flowing through the pipeline and its proposed route, which crosses through several communities in the watershed. These communities will be in the "impact radius" should an explosion or spill occur; and

WHEREAS, according to Public Employees for Environmental Responsibility, the Pipeline and Hazardous Materials Administration ("PHMSA") only has 135 inspectors to oversee 2.6 million miles of pipeline, and only a fifth of that pipeline system has been inspected by PHMSA or its state partners since 2006; and

WHEREAS, the potential for a pipeline explosion could harm hundreds of people, and so we express grave concerns about this project negatively affecting the health, safety, and welfare of residents and businesses within the watershed; and

WHEREAS, the Rockaway River Watershed is located entirely within the area subject to the New Jersey Highlands Water Protection and Planning Act to protect against the depletion of water quality and quantity as the region provides drinking water to 5.4 million state residents; and

WHEREAS, many watershed residents and businesses depend on ground water and public community water systems for water supply and continued protection of these resources is of critical concern to the Township; and

WHEREAS, the proposed route of the Pilgrim Pipeline would cross the wellhead protection areas of East Hanover and Montville Townships, the Rockaway and Highlands Sole Source Aquifers and the Jersey City major water supply transmission line in Parsippany-Troy Hills Township; and

WHEREAS, protection of the water supplies and resources within the Rockaway River Watershed is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and restoring degraded environments after the fact; and
WHEREAS, location of such a pipeline through a portion of the Rockaway River Watershed poses a risk to the natural resources and water supplies, which the Township is seeking to protect.

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 Township opposes the proposed Pilgrim Pipeline.

2. The Township calls for a moratorium on any and all planning, proposal, surveying or construction of the Pilgrim Pipeline through the Rockaway River Watershed.

3. Because this project will traverse and negatively impact numerous significant natural areas and the resources of the Watershed and the Highlands Region, the Township requests a full Environmental Impact Statement (EIS) to assess the myriad environmental consequences of the proposed project.

4. Certified copies of this resolution shall be forwarded to the following:

   New Jersey Governor Chris Christie
   Congressman Rodney Frelinghuysen
   Congressman Leonard Lance
   Senate President Stephen M. Sweeney
   Assembly Speaker Vincent Prieto
   New Jersey Legislative Representatives within the Rockaway River Watershed
   Municipalities within the Rockaway River Watershed
   New Jersey Highlands Council
   New Jersey Department of Environmental Protection

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 June 23, 2015.

Certification Date: ________________________________

Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION

WHEREAS, The Township of Denville wishes to purchase a 2015 Chevrolet Silverado 3500HD 4WD cab and chassis with options for the Public Works Department; and

WHEREAS, said equipment can be purchased from Hertrich Fleet Services, Inc., 695 North Dupont Blvd., Milford, Delaware, 19963, through State Contract No. A88759; and

WHEREAS, the maximum amount of the contract is $37,723.45 in accordance with the attached quotation; and

WHEREAS, public bids are not required when the purchase is made through a state contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law.

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, and State of New Jersey, that a contract for the purchase of a 2015 Chevrolet Silverado 3500HD 4WD cab and chassis with options is hereby awarded to Hertrich Fleet Services, in accordance with the terms and conditions contained in State Contract No. A88759, and the Mayor and Township Clerk are hereby authorized to execute same.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 June 23, 2015.

Certification Dated: ____________________________  Kathryn M. Bowditch, RMC
                                                 Municipal Clerk
TOWNSHIP OF DENVILLE

Request For And Certification As To The Availability
Of Adequate Funds For A Contract Which Is Pending Approval
By The Governing Body

Date of Request 06/19/15

Hertrich Fleet Services Inc.
695 North Dupont Blvd.
Milford, DE 19963
Name and Address of Contractor

Mason Dump 4x4 $37,723.45
Name of Description of Pending contract
Amount of Contract

This contract will be charged to the following budget appropriations as per the detailed budget:

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>COAH</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-559-926</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>07-201-55-716-500</td>
<td>7,723.45</td>
<td>7,723.45</td>
</tr>
</tbody>
</table>

TOTAL $37,723.45

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>COAH</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-559-926</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>07-201-55-716-500</td>
<td>$7,723.45</td>
</tr>
</tbody>
</table>

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

COMMENTS:
Fund availability are predicated on available budget

CERT15-14

Michael J Guarino
Chief Financial Officer

06/18/15
TOWNSHIP OF DENVILLE

WHEREAS, the Township of Denville has filed or anticipates filing a Declaratory Judgment Action in the Superior Court of New Jersey, Morris County in furtherance of the Supreme Court's March 10, 2015 decision captioned In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) (the "Supreme Court Decision"); and

WHEREAS, Fair Share Housing Center ("FSHC"), through the services of David Kinsey, has prepared what it considers to be the statewide fair share numbers (the "FSHC Numbers") for use by the 15 vicinage Mt. Laurel Judges to calculate a municipality’s affordable housing obligation pursuant to the Supreme Court Decision; and

WHEREAS, the Township of Denville desires to participate in the preparation of a statewide fair share analysis to be undertaken by Rutgers, The State University of New Jersey ("Rutgers"), through Dr. Robert W. Burchell, Principal Investigator, and various other experts employed by Rutgers in order to establish a rational and reasonable methodology (the "Burchell Fair Share Analysis") for determination of a municipality’s obligation to provide a realistic opportunity through its land use ordinances for its fair share of the region’s affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq.; and

WHEREAS, Rutgers, utilizing Dr. Burchell as the Principal Investigator and author has agreed to prepare the Burchell Fair Share Analysis within 90 days of being retained to establish his view of the proper way to determine each municipality’s fair share obligation; and

WHEREAS, Dr. Burchell estimates the cost to prepare the initial Burchell Fair Share Analysis will be $70,000; and

WHEREAS, it is anticipated that there will be a need for Dr. Burchell to analyze any challenges to his conclusions and prepare a rebuttal report to said challenges which is not included in the $70,000; and

WHEREAS, it is anticipated that if each municipality contributes $2,000, there will be sufficient monies to pay the cost to prepare the initial Burchell Fair Share Analysis, to analyze any challenges to the Initial Fair Share Analysis and to Prepare A Rebuttal Report given the number of municipalities that have expressed an interest in retaining Burchell; and

WHEREAS, a Municipal Shared Services Defense Agreement (hereinafter MSSDA”), has been prepared (a) so that monies can be collected to enter into an agreement with Rutgers (hereinafter “the Rutgers Agreement”) and so that Burchell, along with various other experts from Rutgers, can perform the tasks described above and (b) so that the rights and responsibilities of each municipality that wishes to sign the agreement to retain Rutgers are defined; and
Rutgers, can perform the tasks described above and (b) so that the rights and responsibilities of each municipality that wishes to sign the agreement to retain Rutgers are defined; and

WHEREAS, the MSSDA provides that the Law Offices of Jeffrey R. Surenian and Associates, LLC ("Surenian") will serve as the administrative entity to sign the Rutgers agreement on behalf of the municipalities that signed the MSSDA and paid the $2,000 fee; and

WHEREAS, it is imperative given the time constraints for municipalities that wish to retain Burchell to sign the MSSDA and pay the $2,000 fee so that Burchell can conduct the necessary analysis; and

WHEREAS, notwithstanding the foregoing, it is possible that the MSSDA may need to be changed as a result of ongoing negotiations with the Rutgers agreement following execution of the MSSDA and the payment of the $2,000 fee; and

WHEREAS, in such an event, any member that objects to the changes that Rutgers may require shall have the opportunity to relinquish membership in the Municipal Group and to receive back the $2,000 payment as more specifically set forth in the MSSDA.

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

1. The terms and conditions of the MSSDA attached hereto are hereby approved, ratified and confirmed.

2. The amount of $2,000 is hereby authorized to be expended by the Township of Denville for Rutgers through Dr. Robert Burchell, Principal Investigator to prepare the Burchell Fair Share Analysis.

3. A certification of funds authorizing the aforesaid expenditure has been signed by the Chief Financial Officer of the Township of Denville and is appended hereto.

4. The Mayor be and is hereby authorized to execute the aforesaid MSSDA to memorialize the participation of the Township of Denville in the preparation of the Burchell Fair Share Analysis and to take any and all actions reasonably required to effectuate said Agreement.

5. The Township of Denville hereby authorizes Jeffrey R. Surenian, Esq. to execute on behalf of the Township of Denville the Research Agreement with Rutgers to initiate and complete Burchell Fair Share Analysis and to do such other actions to effectuate the purposes of said Research Agreement.

6. If further changes to the MSSDA are needed as a result of finalizing the Rutgers Agreement, within ten (10) days of notification by Surenian of the changes, the Township of Denville
7. This Resolution shall take effect immediately.

ATTEST:

Kathryn M. Bowditch, Township Clerk

TOWNSHIP OF DENVILLE

By Thomas Andes, Mayor

CERTIFICATION

I, Kathryn M. Bowditch, Clerk of the Township of Denville, hereby certify that the above Resolution was approved by the Township Council of the Township of Denville at a meeting held on June 23, 2015.

Kathryn M. Bowditch, Township Clerk
MUNICIPAL SHARED SERVICES DEFENSE AGREEMENT

This Agreement is made as of this ___ day of ________, 2015, between and among the Members (the "Members") of the Municipal Group (collectively, the "MG"), whose representatives have executed this Shared Services Defense Agreement ("Agreement"). A list of the Members is attached hereto as Appendix A. In consultation with their legal advisors, the Members of the MG are considering, have or will file a Declaratory Judgment Action in accordance with In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Decision") or may otherwise be engaged in litigation (hereinafter referred to as “Litigation”) for a Judgment of Compliance and Repose and, among other forms of relief, a determination of the municipality’s obligation to provide a realistic opportunity for its fair share of the region’s affordable housing needs in accordance with the Mount Laurel Doctrine as set forth in the Decision and prior decisions of the Courts of New Jersey, and the Fair Housing Act, N.J.S.A. 52:27D-301 et. seq. (Collectively referred to as "Housing Obligations")

WHEREAS, the Members wish to cooperate collectively to obtain information regarding the development of Housing Obligations that may be used in planning and in the Litigation and to enter into an agreement with Rutgers University for that purpose

NOW, THEREFORE, in consideration of the agreements and obligations listed below, the Members hereby agree as follows:

1. Purpose.
The purpose of this Agreement is to control the manner and the means by which the Members:

(a) participate in this Agreement;

(b) collectively retain the State University of New Jersey ("Rutgers"), which employs Dr. Robert Burchell and various other Rutgers experts with whom he will work (hereinafter collectively “Burchell”);

(c) collectively work with Burchell to conduct an analysis and report (hereinafter "Burchell Report") of the housing need for each region and the allocation of that need to the individual municipalities in the region;

(d) may elect, at the exclusive expense of any Member or group of Members, to rely upon and present Burchell as a witness in the Litigation, including for any mediation, Alternative Dispute Resolution or other proceeding involving a determination of a Member’s Affordable Housing Obligation;

(e) raise funds to pay for activities authorized by the MG ("Shared Costs") as described herein at Section 5 hereof; and

(f) engage in such other activities related to and in accordance with the purposes of this Agreement.

Nothing in this Agreement limits the right of any Member to take such action as deemed necessary to protect its own interests, or to present its own analysis of its Housing Obligation and rely upon credits, vacant land analysis adjustments, and such other factors and/or crediting mechanisms that may be necessary and appropriate to properly adjust its Housing Obligation.

2. Meetings.
Upon remitting the initial $2,000 payment set forth in paragraph 5 and execution of this Agreement, each member of the MG shall provide Surenian with the email address of counsel to whom all notices under this Agreement shall be provided if it has not done so heretofore (hereinafter "designated counsel"). In the event the municipality fails to supply the name of the designated counsel, the municipal attorney shall serve as the designated counsel unless the municipality informs Surenian at JRS@Surenian.com that it wishes another attorney to serve as designated counsel and Surenian confirms receipt of that request. Upon 5 calendar days notice by email to designated counsel, meetings of the MG shall be conducted with Counsel for Members to determine actions to be taken by and on behalf of the MG in furtherance of their common interests in the Litigation. All meetings shall be scheduled, to the extent reasonably possible at Rutgers University so that the greatest number of available counsel for Members may participate. In the event of such a meeting, each municipality shall have one vote and a majority of those present may take action on behalf of the MG.

3. Retention of Burchell.

a. The administrative retention of Burchell through a Research Agreement with Rutgers to conduct an analysis of Housing Obligations shall be made by Jeffrey R. Surenian and Associates, LLC ("Surenian") on behalf of the MG. Surenian shall monitor and track the progress of Dr. Burchell and shall confer with the MG as to the development of his analysis and report and other issues; provided, however, that nothing herein contained shall mean that Surenian is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action.
b. In the absence or unavailability of Surenian, Jonathan E. Drill, Esq. ("Drill") shall serve in this capacity and in such other of Surenian’s capacities as provided by this Agreement; provided, however, that nothing herein contained shall mean that Drill is acting as legal counsel to the Members unless a Member has specifically authorized same by separate action.

c. To fulfill the responsibilities set forth in this paragraph, Surenian or Drill, as the case may be, except as is otherwise precluded under Paragraph 15 of this Agreement (i) shall pass on to Burchell any written communications forwarded to them by designated counsel as Burchell prepares his draft report (ii) shall furnish the MG a draft of the report prepared by Burchell for their input; (iii) shall furnish Burchell the comments on the draft report of the MG for his consideration; and (iv) shall furnish each Member the final Burchell Report. Members shall hold Surenian and Drill harmless for performing the tasks set forth in this agreement.

d. To facilitate the administration of this agreement, all materials shall be submitted to Surenian or Drill, as the case may be, electronically, and Surenian or Drill, as the case may be, shall be free to furnish all submissions referenced herein electronically.

4. **Authorization to Sign.**

Surenian for Jeffrey R. Surenian and Associates is hereby authorized and directed to sign the Agreement with Rutgers University on behalf of the Members.

5. **Shared Costs.**

a. All assessments for Shared Costs shall be solely to pay Rutgers for Burchell. Each Member shall be responsible for its per capita share and shall pay a $2,000 no later than June 30, 2015.
b. It is anticipated that said fee shall suffice (i) to pay $70,000 to prepare the Burchell Report, (ii) to pay for Burchell to analyze challenges to his report and (iii) to pay for the preparation of a rebuttal report to said challenges.

c. If the collection of this $2,000 fee is insufficient to cover these costs, each Member shall pay an additional fee to cover said costs on a per capita basis.

d. If the aggregate fees collected exceed the costs for the aforementioned activities, each member of the MG shall be entitled to a per capita rebate of the remaining monies.

e. This $2,000 fee is nonrefundable unless the sum of the $2,000 fees collected exceed the cost of the tasks listed in this paragraph in which case each Member who contributed shall receive a per capita rebate.

f. A prerequisite to becoming a member is (a) the execution of this agreement, and (b) the payment of this $2,000 fee.

6. Expenses Not Covered By This Agreement.

This agreement is just for the cost to perform the services set forth in paragraph 5. Each member of the MG shall be responsible for any other expenses they may incur and the responsibility to pay those expenses shall not be the responsibility of the MG. Each Member shall be free to retain Burchell individually to serve as an expert in its case and shall be responsible individually for the expenses associated with Burchell serving as the municipality’s expert witness at a rate of $231 per hour to be paid to Rutgers University pursuant to a separately negotiated agreement.

7. Liaison Counsel or Committee.
The MG may select one or more counsel to coordinate with Surenian and Burchell to consult on the preparation and dissemination of the Burchell analysis and/or report, manage the collection and maintaining of funds, payment of invoices, and such other actions as may be necessary to effectuate the purposes of this agreement. The Members shall not be responsible for payment of the fees for Surenian or any counsel; each counsel will be paid by their respective client or clients.

8. *Holding of Funds.*

The MG hereby authorizes Surenian to hold all Shared Cost monies collected in connection with this Agreement in escrow in the Attorney Trust Account of Jeffrey R. Surenian and Associates, LLC. Surenian is authorized to disburse such funds as they are received from the Members of the MG in accordance with the terms of this Agreement and the engagement contract between Surenian, on behalf of the MG, and Rutgers.


(a) From time to time, Members or their counsel, and/or Burchell and/or other consultants or experts, including those independently retained by any Member may elect to disclose or transmit to each other such information as the Members may deem appropriate for the purpose of developing any common issues, claims, defenses, legal positions or other matters relating to the Litigation and for coordinating such other activities as may be necessary to carry out the purposes of this Agreement ("Shared Information"). Shared Information may include documents and information that are protected by attorney-client privilege, attorney work product doctrine, or other privilege or protection (hereinafter "Protected Materials"). The Members agree that any
sharing of Protected Materials among the Members and their counsel pursuant to this Agreement is not intended to and shall not constitute a waiver of any privilege or protection that otherwise would apply to the Protected Materials.

(b) Each Member agrees that all Shared Information, other than that described in Section (e) below, shall be held in strict confidence by the receiving Member, and by all persons to whom such confidential documents and information are revealed by the receiving Member, and that such documents and information shall be used by the receiving Member and any other receiving party only in connection with issues, claims, defenses, legal positions or other matters relating to the Litigation and for conducting such other activities as may be necessary to carry out the purposes of this Agreement. The Members intend by this Section to protect from disclosure all information and documents shared by any Members with each other and Burchell and other consultants or experts of individual members of the MG to the greatest extent permitted by law, regardless of whether the sharing occurred before execution of this Agreement and regardless of whether any writing or document is marked "Confidential."

(c) Sharing of Protected Materials between a Member and its governing body, zoning and/or planning boards, housing agency or other municipal board, agency or entity charged with zoning, planning or housing, pursuant to attorney-client privileged communications, shall not constitute a violation of the terms of this Agreement and by the acceptance of such Protected Material those recipients shall be bound by the terms of this Paragraph 9 to the extent applicable. Nothing in this Agreement shall preclude any Member from providing Shared Information with any independent expert or consultant that it has retained, who shall be bound by these same confidentiality terms.
(d) No Member shall provide any Shared Information, including but not limited to any communications with Burchell or any draft reports from Burchell with any counsel, planner, engineer or other professional consultant (collectively "Professional Consultants") to that Member if said Professional Consultant also represents any builder or developer who is currently engaged in exclusionary zoning litigation or is contemplating initiating exclusionary zoning litigation or the New Jersey Builder’s Association or similar or related entities. To facilitate the implementation of this provision term, the expert or consultant with whom the designated attorney may consult shall be required to sign a statement or acknowledgment to that effect in the form attached hereto as Appendix B.

(e) The confidentiality obligations of the Members shall continue in full force and effect without regard to whether: (i) this Agreement is terminated, or (ii) any action arising out of the MG is terminated by final judgment or settlement; provided however, that the provisions of this Section shall not apply to information that is now, or hereafter becomes, public knowledge without violation of this Agreement, or which is sought and obtained from a Member pursuant to applicable discovery procedures and not otherwise protected from disclosure.

(f) The terms of this Section 9 shall survive the termination of this Agreement or the withdrawal of any Member.

10. Communications.

All communications shall be through designated counsel and no member may contact Burchell directly, but must communicate through their designated counsel to Surenian or Drill as the case may be pursuant to paragraph 3. Any communication to Surenian or Drill from anyone other than designated counsel shall not be considered.

As the Members have a common interest in the development of a uniform approach to certain aspects of the Litigation by engaging Burchell, each Member agrees that if any Member withdraws from MG and this Agreement, or elects not to rely upon any report or testimony of Burchell, that Member agrees that it shall raise no objection at trial or in any other proceeding to the continued presentation by any other Member of any report or testimony of Burchell, on the basis of the relationship that has been created between such Member and Burchell or under the terms of this Agreement. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

12. No Adoptive Admission:

No Member shall be bound by any findings or conclusions of any report by Burchell until such time as the Burchell or such other common expert’s report has been approved by such Member and is formally adopted by the Member within the Litigation. The terms of this Section shall survive the termination of this Agreement or the withdrawal of any Member.

13. New Members.

Any municipality that wishes to become a Member subsequent to the effective date of this Agreement may do so only by (a) signing this agreement, (b) paying the initial $2,000 fee referenced in paragraph 2. a. and (c) paying ab initio any additional assessments which such Member would have been obligated to pay.
14. **Denial of Admissions.**

This Agreement shall not constitute, nor be interpreted, construed or used as evidence of, (a) any admission of responsibility, obligation, law or fact, or the failure of any Member to have met its Housing Obligation (b) a waiver of any right, defense, theory or position, or (c) an estoppel against any Member by Members as among themselves or by any other person not a Member; provided, however, that this Agreement can be used to enforce its terms..

15. **Conflict of Interest.**

If the firm of the attorney representing the municipality also represents (i) the New Jersey Builder’s Association; (ii) a developer seeking a builder’s remedy or is presently contemplating bringing a builder’s remedy action, the municipality may become part of this consortium subject to the following limitations. Said attorney shall not (i) be made privy to any of the information presented to Dr. Burchell; (ii) have the right to make submissions to Dr. Burchell; and (iii) be entitled to attend any meetings with Dr. Burchell or the MG. Nothing in this paragraph is intended nor shall be interpreted to waive the Rules of Professional Conduct and/or the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et seq.)

16. **Effective Date.**

This Agreement shall not be effective for any individual Member until that municipality (a) executes this agreement and furnishes the executed agreement to Surenian and (b) pays Surenian of the $2,000 payment referenced in paragraph 5 for deposit in the Attorney Trust Account of Surenian so that the bills of Rutgers may be paid.
17. **Subsequent Agreement.**

   a. The Members may hereafter agree to engage in activities in addition to those set forth in Sections 1(b) through 1(f) hereof. Any such agreement, and any communications with respect thereto or in connection therewith, shall be protected under and pursuant to Section 9 hereof. Any such agreement shall be binding only upon the signatories thereto.

   b. Since the Agreement between Rutgers and the MG has not yet been consummated, there is a possibility that changes to this agreement may be necessary. In such an event, Surenian shall notify designated counsel of how this agreement will change in which case, designated counsel will have ten business days to rescind membership of his or her client in which case the Member shall be entitled to a rebate.

18. **Termination.**

   This Agreement shall terminate upon the execution of a writing signed by all Members which have not withdrawn from, been removed from, or otherwise ceased to participate in this Agreement.

19. **Applicable Law.**

   This Agreement shall be interpreted under the laws of the State of New Jersey.

20. **Severability.**

   If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but collectively shall constitute but one and the same document provided that each Member receives a copy of signature page(s) signed by all other Members. Signatures sent electronically shall be deemed to be originals.

IN WITNESS WHEREOF, the Members hereto, which may be by and through their appointed counsel, enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.
Appendix A
Signatory Parties
Signature Page to
Municipal Shared Services Defense Agreement

TOWNSHIP OF DENVILLE, Morris County, New Jersey

ATTEST:

Kathryn M. Bowditch, Township

TOWNSHIP OF DENVILLE

By: ________________________________
    Thomas Andes, Mayor

Date: _______________________________

{851884}
Appendix B

Agreement to Maintain Confidentiality: Attorney-Client/Attorney Work Product

The undersigned has been retained by [MUNICIPALITY] as a consultant and/or expert with regard to litigation pending in the Superior Court of ______ County, entitled __________________________. I acknowledge that certain information and documentation will be provided to me by counsel for [MUNICIPALITY] which shall be subject to the Attorney-Client privilege and/or the Attorney Work Product Doctrine, ("Protected Materials") and such other available privileges. I understand and agree that such Protected Materials shall be held in strict confidence by me and by all persons to who work with me in developing my opinions, reports and providing testimony in this matter and shall not be disclosed to any other person or party.

Signed __________________________

Date ____________
RESOLUTION

WHEREAS, the Township of Denville solicited bids for an outdoor mobile stage; and
WHEREAS, on June 11, 2015, the Township received one bid from Century Industries; and
WHEREAS, the sole bid submitted is non-responsive.

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 bid received from Century Industries is hereby rejected.
2. That the Township Purchasing Agent is authorized to re-bid the contract.
3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of Resolution R-15-156, adopted by the Municipal Council at their meeting held on June 23, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION AUTHORIZING RENEWAL AND AMENDMENT
OF SHARED SERVICES AGREEMENT WITH
THE BOROUGH OF MOUNTAIN LAKES

WHEREAS, the Borough of Mountain Lakes and the Township of Denville entered into a Shared Services Agreement for a Shared Court on March 9, 2010, which Agreement expired April 30, 2015; and

WHEREAS, the Borough of Mountain Lakes and the Township of Denville wish to enter into a renewal of the Shared Court Agreement.

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

1. The renewal of the Shared Services Agreement with the Borough of Mountain Lakes for a Shared Court is hereby authorized for a term commencing May 1, 2015 through December 31, 2016.

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

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

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

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

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville on June 23, 2015.

Certification Dated: ____________________________

Kathryn M. Bowditch, RMC
Municipal Clerk
FIRST AMENDMENT TO SHARED SERVICES AGREEMENT

BETWEEN THE TOWNSHIP OF DENVILLE AND

THE BOROUGH OF MOUNTAIN LAKES

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

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

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

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

"The Borough of Mountain Lakes agrees to annually pay to the Township of Denville the sum of $59,170.00 for calendar year 2015 of this renewal term, which sum shall be adjusted annually as set forth below and which sum both parties agree shall cover the Borough's portion of expenses for administering the Court, including salaries for the Judge(s), Prosecutor(s), Public Defender(s), Court Administrator and Deputy Administrator(s) and other court personnel selected and determined by the Township of Denville, and all costs of materials, equipment and operating expenses for the Shared Court. The annual payment shall be pro-rated for a year in which the term ends prior to December 31 unless this Agreement is renewed."

The remainder of paragraph 5 is unchanged.

2. The first renewal term of the Shared Services Agreement shall be May 1, 2015 through December 31, 2016.

3. All other terms of the March 9, 2010 Shared Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this agreement on its behalf this ____ day of June, 2015.

ATTEST: 

______________________________________________  BOROUGH OF MOUNTAIN LAKES

______________________________________________

ATTEST: 

______________________________________________  TOWNSHIP OF DENVILLE

Kathryn M. Bowditch, RMC  
Thomas W. Andes, Mayor
RESOLUTION

WHEREAS, the Township of Denville solicited bids for janitorial services for several municipal buildings; and

WHEREAS, on June 16, 2015, the Township received five (5) bids; and

WHEREAS, the lowest responsive bid submitted exceeds the amount appropriated in the budget for such services; and

WHEREAS, Administration has recommended that the bids be rejected.

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 bids received for janitorial services are hereby rejected.
2. That the Township Purchasing Agent is authorized to re-bid the contract.
3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on June 23, 2015.

Certification Dated: 
Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSE FOR INDIAN LAKE COMMUNITY CLUB FOR 2015-2016

BE IT RESOLVED, by the Municipal Council of the Township of Denville that the following Alcoholic Beverage Control Licenses be approved for the year July 1, 2015 through June 30, 2016.

<table>
<thead>
<tr>
<th>LICENSE NUMBER</th>
<th>FEE</th>
<th>LICENSEE</th>
<th>ESTABLISHMENT</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1408-31-013-001</td>
<td>$188</td>
<td>Indian Lake Community Club</td>
<td>Indian Lake Community Club</td>
<td>91 East Shore Road</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 June xx, 20xx.

Certification Date: ____________________________ Kathryn M. Bowditch, RMC Municipal Clerk