TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
September 6, 2016, 7:30 P.M.

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

Council Members
_____ Gabel
______ Lyden
_____ Golinski, Council President

_____ Witte
______ Fitzpatrick
_____ Murphy

In Attendance
_____ Mayor Andes
_____ Township Attorney Jansen

_____ Administrator Ward
_____ Other: ____________________

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

Proclamation
National Childhood Cancer Awareness Month

Presentation
Donation from American Legion Post 390

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

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

Matters of Old/New Business

ORDINANCES FOR ADOPTION

11-16: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

ORDINANCES FOR INTRODUCTION

NONE
RESOLUTIONS

CONSENT AGENDA:

R-16-200: Resolution Authorizing the Release of Various Performance Bonds

R-16-201: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates Totaling $3,562.08 Plus Premiums

R-16-202: Resolution Authorizing Acceptance of Funds for the 2016 United States Department of Justice Bulletproof Vest Partnership (BVP) Grant

R-16-203: Resolution Requesting Approval of Items of Revenue and Appropriation Pursuant to N.J.S.A. 40A:4-87 for the Bulletproof Vest Partnership Grant

R-16-204: Resolution Authorizing Acceptance of Funds for Drive Sober or Get Pulled Over 2016 Statewide Labor Day Crackdown from 08-19-2016 through 09-05-2016

R-16-205: Resolution Requesting Approval of Items of Revenue and Appropriation Pursuant to N.J.S.A. 40A:4-87 for the Drive Sober or Get Pulled Over Grant

R-16-206: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-16-207: Resolution Authorizing Release of the Performance Guarantee for the Valley View Firehouse Additions and Alterations Project

R-16-208: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to a Mayoral Appointment to the Denville Township Library Board of Trustees

R-16-209: Resolution Authorizing Release of the Performance Guarantee for Rockaway River County Club

NON-CONSENT AGENDA:

R-16-210: Resolution Authorizing a Refund of COAH Development Fees
R-16-211: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate Totaling $31,177.49 Plus Premium

R-16-212: Resolution Authorizing the Rockaway River Country Club Fireworks Display Scheduled for October 15, 2016 on the Country Club Property at 39 Pocono Road, Denville, New Jersey

R-16-213: Resolution Authorizing First Extension and Addendum to Contract with Chelbus Cleaning Co., Inc.

R-16-214: Resolution Authorizing the Award of Contract for the Purchase of a 22kw Generator and a 25kw Generator

R-16-215: Resolution Supporting the Morris County Fire Mutual Aid Plan in the Township of Denville, County of Morris, State of New Jersey

MINUTES FOR ADOPTION

August 9, 2016

MOTION TO ADJOURN
ORDINANCE 11-16

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations, Regarding Flood Hazard Areas

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

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

THIS PUBLIC HEARING WILL REMAIN OPEN AND BE CONTINUED AT THE SEPTEMBER 20, 2016 TOWNSHIP COUNCIL MEETING TO AWAIT THE PLANNING BOARD'S STATUTORILY REQUIRED REVIEW OF THE ORDINANCE.

Dated:      9/6/2016
ORDINANCE NO. 11-16

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY TO AMEND CHAPTER 19, LAND USE, ARTICLE 5, ZONE REGULATIONS, REGARDING FLOOD HAZARD AREAS

SECTION 1. Chapter 19, Land Use, Article 5, Zone Regulations, Section 19-5.724, Flood hazard areas, subsection b., Definitions, is hereby amended and supplemented in the following particulars only:

a. The definitions of Start of Construction and Substantial Improvement, are hereby amended to read as follows:

"START OF CONSTRUCTION (FOR OTHER THAN NEW CONSTRUCTION OR SUBSTANTIAL IMPROVEMENTS UNDER THE COASTAL BARRIER RESOURCES ACT [P.L. 97-348]) – Shall mean any work related to the improvement."

"SUBSTANTIAL IMPROVEMENT - Shall mean any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed."

b. A new definition, Substantial Damage, is hereby added to read as follows:

"SUBSTANTIAL DAMAGE - Shall mean damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Work on structures that are determined to be substantially damaged is considered to be substantial improvement, regardless of the actual repair work performed."

SECTION 2. 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 3. 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 4. This Ordinance may be renumbered for purposes of codification.

SECTION 5. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

__________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk

APPROVED:

__________________________
Mayor Thomas W. Andes
Township of Denville

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

__________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION

WHEREAS, numerous entities posted performance guarantees for improvements and other matters by way of performance bonds as listed on the attached Schedule A; and

WHEREAS, the Township wishes to formally release the subject performance bonds; and

WHEREAS, the Township Engineer and Administration, as applicable, have confirmed that the improvements and/or activities for which the bonds were posted have been satisfactorily completed.

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 performance bonds listed in Schedule A are hereby released.

This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 6, 2016.
## PERFORMANCE BONDS TO BE RETURNED BY RESOLUTION:

### SCHEDULE A

<table>
<thead>
<tr>
<th>NAME</th>
<th>BOND NUMBER</th>
<th>BOND AMOUNT</th>
<th>ASSOCIATED PROJECT</th>
<th>DATE OF BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>R. Vernieri Contractors, Inc</td>
<td>14049683</td>
<td>$17,452.00</td>
<td>Retaining Wall Veteran's Memorial Park</td>
<td>7/1/2009</td>
</tr>
<tr>
<td>JNP Construction Corp</td>
<td>B10010832</td>
<td>$292,000.00</td>
<td>Painting of Palmer Rd Water Tank</td>
<td>6/23/2006</td>
</tr>
<tr>
<td>John Garcia construction Co., Inc.</td>
<td>CSC-217837</td>
<td>$196,668.40</td>
<td>Watermain Replacement Project Route 10/Hill Road</td>
<td>8/18/2009</td>
</tr>
<tr>
<td>LKL Contracting</td>
<td>SB0603055</td>
<td>$24,554.00</td>
<td>Renovations to Field Houses at Gardner &amp; Vets Memorial Field</td>
<td>6/24/2009</td>
</tr>
<tr>
<td>The Lee Supply Corporation</td>
<td>B1073574</td>
<td>$61,880.00</td>
<td>1-yr contract for the purchase of water fittings and valves</td>
<td>1/1/2010</td>
</tr>
<tr>
<td>Jesco, Inc</td>
<td>n/a</td>
<td>$100,650.00</td>
<td>Backhoe &amp; Trailer</td>
<td>9/1/2010</td>
</tr>
<tr>
<td>Braun Industries inc (First Priority Emergency Vehicle)</td>
<td>929513812</td>
<td>$309,998.00</td>
<td>2 New Ambulances</td>
<td>9/1/2010</td>
</tr>
<tr>
<td>Carrier Corporation</td>
<td>82199744</td>
<td>$28,950.00</td>
<td>Installation of Split System in Computer Room</td>
<td>12/17/2010</td>
</tr>
<tr>
<td>Carrier Corporation</td>
<td>82199744</td>
<td>$28,950.00</td>
<td>Installation of Split System in Computer Room</td>
<td>12/15/2010</td>
</tr>
<tr>
<td>Water Works Supply Co. Inc.</td>
<td>105555967</td>
<td>$49,125.29</td>
<td>Furnishing of Water Fittings and Valves</td>
<td>3/29/2011</td>
</tr>
<tr>
<td>Waste Management of NJ Inc</td>
<td>1059326</td>
<td>$407,907.03</td>
<td>Residential Solid Waste Collection</td>
<td>7/1/2012</td>
</tr>
<tr>
<td>Waste Management of NJ Inc</td>
<td>1059326</td>
<td>$407,907.03</td>
<td>Residential Solid Waste Collection</td>
<td>7/1/2011</td>
</tr>
<tr>
<td>TQM Construction Corp</td>
<td>PB11505200004</td>
<td>$479,800.00</td>
<td>Police Dept Renovations</td>
<td>8/10/2012</td>
</tr>
<tr>
<td>All County Services, Inc.</td>
<td>31715</td>
<td>$85,800.00</td>
<td>Riverside Drive Property Demolition Project</td>
<td>6/14/2013-6/13/2014</td>
</tr>
</tbody>
</table>
**RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF TAX SALE CERTIFICATES**

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt</th>
<th>Premium Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-026</td>
<td>50407</td>
<td>30</td>
<td>60 Hinchman Ave</td>
<td>US Bank Cust/PC5 Sterling National</td>
<td>$1,334.63</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50 South 16th St, Ste 2050</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-007</td>
<td>30602</td>
<td>10</td>
<td>24 Vista Way</td>
<td>US Bank Cust/PC5 Sterling National</td>
<td>$1,280.19</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50 South 16th St, Ste 2050</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-016</td>
<td>40702</td>
<td>18</td>
<td>1 Fischer Tr.</td>
<td>US Bank Cust BV001 Trst &amp; Crdtrs</td>
<td>$947.26</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50 South 16th St, Ste 2050</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTALING $3,562.08

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
WHEREAS, the United States Department of Justice provides grants to nonprofit organizations for assistance in the acquisition of funds for Bulletproof Vests; and

WHEREAS, the Township of Denville Police Department applied for the Fiscal Year 2016 BVP Grant for the amount of $4,287.83 from the United States Department of Justice to fund the following project: ‘BULLETPROOF VEST PARTNERSHIP PROGRAM (BVP)’; and

WHEREAS, the United States Department of Justice has awarded said grant to the Township of Denville in the amount of $4,287.83; and

WHEREAS, the applicant is willing to use the United States Department of Justice funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the United States Department of Justice for the above named project.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted to accept the “Fiscal Year 2016 BVP Grant” from the United States Department of Justice in the amount of $4,287.83 and for the Municipal Clerk and Chief Municipal Officer to sign the Grant Acceptance Conditions on behalf of the municipality.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-87 FOR THE BULLETPROOF VEST PARTNERSHIP GRANT

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

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

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an additional amount of revenue in the budget of the year 2016 in the sum of $4,287.83, which is now available from Federal Bulletproof Vest Partnership Grant in the amount of $4,287.83.

BE IT FURTHER RESOLVED that the like sum of $4,287.83 is hereby appropriated under the caption Federal Bulletproof Vest Partnership Grant.

BE IT FURTHER RESOLVED that the above is a result of funds from Federal Bulletproof Vest Partnership Grant in the amount of $4,287.83.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS
FOR DRIVE SOBER OR GET PULLED OVER 2016
STATEWIDE LABOR DAY CRACKDOWN
FROM 08-19-16 THROUGH 09-05-16

WHEREAS, the Township of Denville Police Department applied for the DRIVE SOBER OR GET PULLED OVER 2016 STATEWIDE LABOR DAY CRACKDOWN GRANT from the New Jersey Division of Highway Traffic Safety; and

WHEREAS, the State of New Jersey has awarded said grant to the Township of Denville in the amount of $5,000; and

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

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted to accept the “DRIVE SOBER OR GET PULLED OVER 2016 STATEWIDE LABOR DAY CRACKDOWN GRANT” from the State of New Jersey in the amount of $5,000 and for the Chief of Police and Chief Municipal Finance Officer to sign the Grant Acceptance Conditions on behalf of the municipality.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: ________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-87 FOR THE DRIVE SOBER OR GET PULLED OVER GRANT

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

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

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, in the County of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of $5,000, which is now available from the NJ Division of Highway Traffic Drive Sober or Get Pulled Over Grant in the amount of $5,000.

BE IT FURTHER RESOLVED that the like sum of $5,000 is hereby appropriated under the caption Drive Sober or Get Pulled Over.

BE IT FURTHER RESOLVED that the above is a result of funds from the NJ Division of Highway Traffic Drive Sober or Get Pulled Over Grant in the amount of $5,000

ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.
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:

Kashmir

Romar Enterprises

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on September 6, 2016.
RESOLUTION AUTHORIZING RELEASE OF THE PERFORMANCE GUARANTEE FOR THE VALLEY VIEW FIREHOUSE ADDITIONS AND ALTERATIONS PROJECT

WHEREAS, Riefolo Construction Company, Inc. has requested the release of the performance guarantee posted with the Township for the Valley View Firehouse Additions and Alterations project secured by Performance Bond No. DSG0000318 in the amount of $930,615.00 issued by Companion Property & Casualty Insurance Company; and

WHEREAS, Township officials have recommended the acceptance of the improvements and the release of the performance guarantee.

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 aforesaid performance guarantee posted with the Township for the Valley View Firehouse Additions and Alterations project secured by Performance Bond No. DSG0000318 in the amount of $930,615.00 issued by Companion Property & Casualty Insurance Company is hereby released.

2. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 6, 2016.

Certification Dated: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO A MAYORAL APPOINTMENT TO THE DENVILLE TOWNSHIP LIBRARY BOARD OF TRUSTEES

WHEREAS, Thomas W. Andes, Mayor of the Township of Denville, wishes to appoint Susan Dyer to the Denville Township Library Board of Trustees; and

WHEREAS, Mayor Andes is requesting the Council's advice and consent for this appointment.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey that advice and consent is extended to the aforementioned appointment made by Mayor Thomas W. Andes.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: _______________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING RELEASE OF THE PERFORMANCE GUARANTEE FOR ROCKAWAY RIVER COUNTRY CLUB

WHEREAS, the Rockaway River Country Club has requested the release of the cash performance guarantee posted with the Township for off-site road improvements in the amount of $14,073.18; and

WHEREAS, the Township Engineer and the Township Construction Official have recommended the acceptance of the improvements and the release of the performance guarantee.

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 aforesaid cash performance guarantee posted with the Township by the Rockaway River Country Club is hereby released.

2. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 6, 2016.

Certification Dated: ____________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF COAH DEVELOPMENT FEES

WHEREAS, the permit payers listed below have overpaid the COAH Development Fees in the amounts shown; and

WHEREAS, the permit payers have requested that the amounts listed below be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, that refunds from the Housing Trust Fund be made to the following named individuals as a result of the overpayments:

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Devine</td>
<td>#160219</td>
<td>$300</td>
<td>17-280-56-000</td>
</tr>
<tr>
<td>Chris Golinski</td>
<td>#130792</td>
<td>$309</td>
<td>17-280-56-000</td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk, of the Township of Denville, do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their meeting held on September 6, 2016.
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

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

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-010</td>
<td>31101</td>
<td>17</td>
<td>32 Adams Dr.</td>
<td>Christiana Trust as Cust. GSRAN-Z</td>
<td>$31,177.49</td>
<td>$28,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PO Box 71276 Philadelphia, PA 19176-6276</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: _____________________________
Kathryn Bowditch-Leon, RMC Municipal Clerk
WHEREAS, Rockaway River Country Club has submitted an application for a Type 3 Permit pursuant to the Uniform Fire Code to conduct a fireworks display to celebrate a member's wedding on October 15, 2016 on the Country Club property, 39 Pocono Road, Denville, NJ, and

WHEREAS, the Uniform Fire Code and the standards adopted therein allow the Municipal Council, upon application in writing accompanied by proof of proper insurance coverage, to grant permission by resolution for the public display of fireworks; and

WHEREAS, the Municipal Council wishes to grant said permission to the Rockaway River Country Club, subject to the following:

• submission of the required insurance verification;
• execution of a Hold Harmless Agreement; and
• review and approval by the Township Fire Official, who shall have the continuing right to withdraw approval at any time if weather conditions, dryness or other safety concerns so warrant.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, that permission is hereby granted to the Rockaway River Country Club to conduct a fireworks display at the celebration of a member's wedding on October 15, 2016 on the Country Club property, 39 Pocono Road, Denville, NJ, subject to the following conditions:

1. The Rockaway River Country Club and the International Fireworks Mfg. Co. of Wayne, NJ shall provide the Township of Denville with a Certificate of Insurance no later than September 30, 2016 which evidences general liability insurance coverage for said display in the amounts of at least $1,000,000.00 per occurrence and $5,000,000.00 aggregate, and which designates the Township of Denville as an additional insured.


3. The Rockaway River Country Club's application for a Type 3 Permit pursuant to the Uniform Fire Code to conduct a fireworks display remains subject to review and approval of the planned fireworks display by the Township Fire Official and subject to the continuing right of the Township Fire Official to withdraw said approval at any time if weather conditions, dryness or other safety concerns so warrant.

4. Failure by the Rockaway River Country Club and/or International Fireworks Mfg. Co. of Wayne, NJ to meet any of the requirements set forth herein will result in the automatic retraction of the Municipal Council's permission to conduct the planned fireworks display.

This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a Resolution adopted by the Municipal Council of the Township of Denville at their Regular Meeting held on September 6, 2016
July 28th, 2016

Denville Township Clerks Office
Township of Denville
1 St. Mary’s Place
Denville, NJ 07834

Resolution Letter

To Whom It May Concern

Rockaway River Country Club located at 39 Pocono Road, Denville New Jersey, would like to ask for a resolution to have a fireworks display on October 15th, 2016 at 9:00pm to help celebrate a member’s wedding. We have been in contact with the Denville Fire Department and discussed the proper location for the display so it meets all of the fire codes. A meeting between Rockaway River, the Fire Department and a representative from the International Fireworks Co. took place. The maximum shell diameter is 6” and the International Fireworks Company agrees to furnish insurance, Public Liability and Property damage in the amount of five million dollars. Enclosed is all the International Fireworks Company information.

Regards

Michael Ferguson
Rockaway River Country Club
General Manager
39 Pocono Road, Denville, NJ 07834
(973) 627-0063 ext. 130
Contract of
International Fireworks Mfg. Co.

This agreement entered 7/14/2016 by and between the International Fireworks Mfg. Co., party of
the first part and Rockaway River Country Club, party of the second part.

International Fireworks Mfg. Co. agrees to display for said party of the second part at Rockaway
River Country Club, DeWville, NJ on October 13, 2016 in a location to be designated by said party
of the second part and approved by International Fireworks Mfg. Co., one exhibition of fireworks,
in accordance with the program that was mutually agreed upon. We reserve the right to make
substitutions of equal or greater value as long as it does not reduce the value of the program that
was agreed upon. The cost of this program is based on the value of the shells & effects and not on
shell count. International Fireworks Mfg. Co. agrees to furnish sufficient skilled labor to set up and
shoot the fireworks.

The party of the first part agrees to inspect the area the night of the display to safely remove and
dispose of any unexploded shells or live components. Furthermore, the party of the second part
agrees to take responsibility for the cleanup of fallout debris after the display. The party of the
second part agrees to procure any and all necessary permits and licenses, which may be required
by the municipal or state authorities if said permits cannot be obtained this contract will be null
and void. International Fireworks Mfg Co will do a post display inspection the night of the display
any first light inspection is the responsibility of the sponsor.

International Fireworks Mfg. Co. agrees to furnish insurance, Public Liability and Property
damage in the amount of Five Million Dollars, a certificate being furnished to that effect to the
party of the second part. Those entities/individuals listed on the certificate of insurance shall be
deemed an additional insured per this contract.

International Fireworks Mfg. Co. agrees that in the event of rain or inclement weather, a
postponement may be made to a date to be determined up until March 1, 2017. There will be a
postponement fee, if the display has been delivered to the site of actual cost incurred. If the sponsor
notifies us of a postponement prior to the display leaving our warehouse there will be no fee
incurred. In the event of total cancellation before set up, the party of the second part agrees to pay
50% of the contract price plus expenses incurred. It is also understood and agreed by the parties
hereto that in the event the fireworks have been taken out and set up before any rain then such
exhibition of fireworks must be carried out in the best possible manner without any deductions
whatever from the hereinafter named compensation.

The party of the first part shall not incur any liability for any loss or for any failure to perform any
obligation hereunder due to causes beyond its control without limitation legal or regulatory
restrictions.

The party of the second part agrees to pay a deposit of $2,500.00 on the total contract price of
$10,500.00 with the balance of $8,000.00 to be paid to International Fireworks Mfg. Co. 10 days
after this display has been performed.

By

International Fireworks Mfg. Co. Inc
Geraldine Serpico, VP

By

Rockaway River Country Club

[Signature]
Please be advised that on October 15, 2016 with a rain date TBD Rockaway River Country Club will have a fireworks display. The display will start at 9:15 and end approximately 10:00 PM. This show will be held at 39 Pocono Rd, Denville, NJ. The height of the maximum shell will not exceed 600 feet.

If you have any questions please do not hesitate to call. Thanking you in advance, we remain.

Very truly yours,

[Signature]

Geraldine Serpico
Vice President

Lat: 40.704083 N
Long 74.049182 W
FIREWORKS DISPLAY

HOLD HARMLESS AGREEMENT

Between The Rockaway River Country Club & Township of Denville and International Fireworks Mfg, Inc. (contractor)

WITNESSETH:

1. International Fireworks Mfg, Inc. (contractor) agrees to release, defend, protect, save, indemnify and hold harmless The Rockaway River Country Club & Township of Denville from and against any and all loss, damage, or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or other representatives, arising out of the manufacture, installation, firing, or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:
   - Workers Comp/Employers Liability:
     Liberty Mutual $1,000,000/1,000,000/1,000,000
   - General Liability: $1,000,000.
   - General Aggregate: $2,000,000.
   - Automobile Liability: $1,000,000.
   - Umbrella Coverage: $4,000,000.

A true copy of the certificate of insurance is attached indicating the municipality and applicable associations; recreations or committees formed by the municipality to organize the event must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

   Event: The Rockaway River Country Club Fireworks
   Date: October 15, 2016
   Rain Date: TBD

Signed: [Signature] (contractor)
Dated: 7/28/16
RESOLUTION AUTHORIZING FIRST EXTENSION AND ADDENDUM TO CONTRACT WITH CHELBUS CLEANING CO, INC.

WHEREAS, on August 21, 2015, the Township entered into a one-year contract, for the term of September 1, 2015 through August 31, 2016, with Chelbus Cleaning Co, Inc. for janitorial services, which contract provided that it may be extended for one (1) year terms; and

WHEREAS, the services are being performed in an effective and efficient manner; and

WHEREAS, the parties wish to extend the contract for a one-year term and to increase the contract amount to $40,394.95, which includes a consumer price index adjustment of 1.0% on the base contract.

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

1. That the Mayor and Township Clerk be authorized and directed to execute the First Extension and Addendum to the Contract between the Township and Chelbus Cleaning Co., Inc. for the term of September 1, 2016 to August 31, 2017, for the contract sum of $40,394.95.

2. This Resolution shall take effect immediately but be retroactive to September 1, 2016.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 6, 2016.
FIRST EXTENSION AND ADDENDUM TO CONTRACT

THIS AGREEMENT, made this day of , 2016, by and between:

THE TOWNSHIP OF DENVILLE,
with offices at the Municipal Building
1 St. Mary’s Place
Denville, New Jersey 07834

(Hereinafter, "Township")

and:

CHELBUS CLEANING CO., INC.
275 Newton-Sparta Road
Newton, New Jersey 07860

(Hereinafter, "Contractor")

WITNESSETH:

WHEREAS, the Township and the Contractor entered into a contract dated August 21, 2015, for Janitorial services to be provided by the Contractor to the Township for a one-year term, from September 1, 2015 to August 31, 2016, and which provided for three (3) one (1) year extensions (the “Contract”); and

WHEREAS, the Township and the Contractor wish to extend the Contract for one (1) year and also wish to increase the contract amount in accordance with the consumer price index for the term of September 1, 2016 through August 31, 2017; and

WHEREAS, N.J.S.A. 40A:11-15 specifically provides that contracts for services other than professional services which contract is for three years or less may include provision for no more than one two-year or two one year extensions provided that the contract extension shall be awarded by Resolution of the Governing Body upon a finding by the Governing Body that the services are being performed in an effective and efficient manner;
and further provided that no such contract shall be extended so that it runs for more than a total of 5 consecutive years; and that any price change included as a part of such extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to previous adjustment or extension provisions and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time of the renewal of the contract; and lastly that the terms and conditions of the contract remain substantially the same.

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 Contract between the Township and the Contractor shall be extended and revised for the term of September 1, 2016 through August 31, 2017 to increase the Contract price to an annual amount of $40,394.95 for the term, which includes a consumer price index adjustment of 1.0% on the base contract.

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

ATTEST:

Kathryn Bowditch-Leon, Municipal Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

, Secretary

, President
STATE OF

COUNTY OF

I CERTIFY that on the day of 2016, [Name] personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of [Corporate Name], the corporation named in this document; and (b) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary

STATE OF NEW JERSEY:

COUNTY OF MORRIS

I CERTIFY that on , 2016, Kathryn Bowditch-Leon personally came before me and this person acknowledged under oath to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
RESOLUTION

WHEREAS, on August 17, 2016, the Township of Denville received three (3) bids for the Purchase of a 25kw Generator and a 22kw Generator; and

WHEREAS, Innovative Electric Contracting, Inc., of Flanders, New Jersey, submitted the lowest responsible and responsive bid as follows:

25kw Generator - $16,304
22kw Generator - $9,423; and

WHEREAS, the Municipal Council wishes to award the Purchase of a 25kw Generator and a 22kw Generator Contract to Innovative Electric Contracting, Inc. in accordance with its bid proposal for the 25kw Generator and the 22kw Generator for a total of $25,727; 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. A contract for Purchase of a 25kw Generator and a 22kw Generator is hereby awarded to Innovative Electric Contracting, Inc., Flanders, New Jersey in accordance with its bid for the 25kw Generator and the 22kw Generator for a total of $25,727.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Innovative Electric Contracting, Inc. for the purchase of a 25kw Generator and the 22kw Generator.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 6, 2016.
CONTRACT FOR THE FURNISHING OF:

Purchase of a 22kw Generator and a 25kw Generator
for the Township of Denville

THIS CONTRACT made this ______ day of __________, 2018, by and between:

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

(Hereinafter, "Owner")

AND

INNOVATIVE ELECTRICAL CONTRACTING, INC.
230 Route 206, Suite 2C
Flanders, New Jersey 07836

(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties
hereinafter, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish a 25KW and a 22KW generator, as specified in
the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all, labor and all things necessary for the provision
of furnishing the 25KW and a 22KW generator in an expeditious, substantial and workmanlike
manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of an
executed contract and a Township of Denville purchase order as the Notice to Proceed from the
Owner and will complete the same within the time periods as set forth in the contract documents,
unless the period for completion is extended pursuant to the contract documents. Said completion
period shall commence on the date stipulated in the Notice to Proceed.

4. The Contractor agrees to perform all of the work described in the contract
documents and agrees to comply with all the terms and conditions therein for the price or prices
submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of the two (2) generators and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Affirmative Action Affidavit and Notice, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. Bidder hereby agrees to commence work on this contract upon receipt of an executed contract or a signed purchase order of the Owner and to fully complete and furnish and deliver the two (2) generators and appurtenant equipment within 90 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum of $200.00 for each consecutive calendar day thereafter as hereinbefore provided in the Instructions to Bidders.

7. The Owner will make payment to the Contractor in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-10,
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Kathryn Bowditch-Leon, Municipal Clerk

ATTEST:

________________________________, Secretary

TOWNSHIP OF DENVILLE

By: ___________________________
    Thomas W. Andes, Mayor

By: ___________________________, President
Kathryn Bowditch-Leon, Municipal Clerk

Sworn and Subscribed to
before me this day of , 2016.

(Notary sign, seal, stamp)
RESOLUTION SUPPORTING THE MORRIS COUNTY FIRE MUTUAL AID PLAN IN THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY

WHEREAS, the Township of Denville provides fire protection resources for ordinary emergency response requirements within its jurisdiction; and

WHEREAS, the Fire Departments in Morris County have a day-to-day responsibility to provide for the safety and security of lives and property; and

WHEREAS, local resources can become exhausted during the small percentage of large magnitude fire or disaster occurrences; and

WHEREAS, mutual aid is the most cost-effective method of providing sufficient resources to a local jurisdiction for those extraordinary occurrences; and

WHEREAS, it is of mutual benefit for fire agencies located within the County of Morris to provide supplemental resources to each other in the event of a local emergency or disaster; and

WHEREAS, this plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of fire department personnel and equipment whenever a local fire agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of a fire or emergency; and

WHEREAS, a county area mutual aid plan is encouraged by, and is compatible with, the State of New Jersey Resource Deployment Act; and

WHEREAS, participation in a county area mutual aid plan will not impose liability on the local entity; and

WHEREAS it is the desire of the Municipal Council of the Township of Denville to participate in fire mutual aid plan in accordance with the plan as submitted by the Morris County Alliance of Active Fire Chiefs.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville does hereby agree to authorize their fire protection agency to provide mutual aid assistance to each participating municipality, district, state or federal organization, as identified in the Morris County Fire Mutual Aid Plan approved by the Morris County Alliance of Active Fire Chiefs on the 15th of June, 2016 and as may be amended from time to time by time by the Morris County Alliance of Active Fire Chiefs and ratified by this body; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the County Board of Chosen Freeholders, the County Fire Coordinator, the County OEM Coordinator and all Morris County Municipalities.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 6, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
NOW, THEREFORE,
in consideration of the mutual promises and agreements made
herein, the Participating Units hereby agree as follows:

WHEREAS, pursuant to the Fire Service Resource Emergency Deployment Act, N.J.S.A.
52:14E-14 and the regulations promulgated thereunder, including but not limited to N.J.A.C.
5:75A-2.2, municipalities in the State of New Jersey shall adopt a fire mutual aid plan (collectively,
the “Fire Mutual Aid Plan”); and

WHEREAS, under the Fire Mutual Aid Plan, each municipality or fire district must
prepare and adopt a local fire mutual aid plan which sets forth policies and procedures to coordinate
the effective utilization of fire service resources where the implementation of the Fire Mutual Aid
Plan is determined to be necessary or appropriate; and

WHEREAS, the Fire Mutual Aid Plan must be based upon the planning criteria,
objectives, requirements, responsibilities and concepts of operation essential for the
implementation of all necessary and appropriate protective or remedial measures to be taken in
response to emergency incidents; and

WHEREAS, this agreement has been recommended for execution by the Townships,
Municipalities and Fire Districts of Morris County and by the Morris County Alliance of Active
Fire Chiefs and the Municipal and Fire District Fire Chiefs;

NOW, THEREFORE, in consideration of the mutual promises and agreements made
herein, the Participating Units hereby agree as follows:
1. **Mutual Aid and Assistance.** Upon requests as provided herein, Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include, but are not necessarily limited to, the following:

   a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.

   b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.

   c. Participating in training exercises with other participating units as may be mutually scheduled from time to time, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.

   d. Out of County Mutual Aid requests shall follow the terms and conditions of the State Fire Service Resource Deployment Act and Civil Defense & Control Act and shall be coordinated via the appropriate County and/or State Fire Coordinators.

2. **Procedure for Requests for Mutual Aid and Assistance.** All requests for mutual aid shall be made through the Municipality's local Emergency Dispatch Communications Center. Such requests may be made by one fire department or an authorized representative through their local fire Dispatch Center. The Participating Unit receiving such request shall immediately summon any available units to the scene of the emergency in accordance with that department's established policies and procedures in effect at the time of the request.

3. **Specific Considerations Regarding Morris County Mutual Aid Response Plan.**

   a. The Morris County Communications Center can serve as a centralized resource for this Morris County Mutual Aid Response Plan. They shall provide a regional call center to assist, coordinate and deploy County or dispatched municipal resources throughout the County when necessary to assist all departments effectively and efficiently manage fire and other emergencies.
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

b. Via the Morris County Fire Coordinator, all Participating Units shall provide a status report of the availability of their resources via on-line apparatus report, telephone, or via the Morris County Radio system. This report should reflect any changes in regular availability or status.

c. All Participating Units shall be responsible for their primary mission of providing fire protection to their respective communities by securing the necessary resources for their first alarm response that may include using mutual or automatic aid.

d. All requests for mutual aid and assistance shall be made by Participating Units to their local fire dispatch Communications Center with respect to any local fire activity and the 1st alarm resources deployed for. In addition periodic situation status reports (approximately every 20 minutes) should be provided so that mutual aid resource planning and mobilization can be effectively coordinated.

e. All Participating Units shall request additional resources through their local dispatch Communications Center via the applicable assigned fire or operations radio talkgroup. All additional resources, either directly to the incident or for station coverage, shall be deployed as requested via run card.

f. The local fire dispatch Communications Center shall dispatch resources based on the specific requirements of the incident run card, geographical relation to the municipality in need and the availability of other resources.

g. If additional resources are needed to manage the incident, through their Local Fire Dispatch the Incident Commander shall request a (2nd, 3rd, etc. alarm) to respond to an incident.

h. If Station Coverage is required, a Participating Unit's Local Fire Dispatch shall request resources for Station Coverage. Station Coverage units may be required to respond to the original incident, other incidents within that municipality or to incidents in other municipalities where adequate resources are not immediately available. If the Covering resource is deployed, the Morris County Fire Coordinator, in conjunction with the Incident Commander or agency requesting resources, shall facilitate additional resources as needed.

i. All mutual aid units shall be staffed minimally with a Unit Resource Leader and Two (2) Qualified/Interior Firefighters.

j. It is recommended that all Participating Units provide "guides," meaning Command Officers or any personnel to assist and or free up task force resources, to help alleviate the stress on the mutual aid system. If a guide cannot be provided then the host agency shall contact the Morris County Fire Coordinator.
**FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING MORRIS COUNTY MUNICIPALITIES & FIRE DISTRICTS**

k. As determined by the local Incident Commander, mutual aid resources shall be requested on a "need-only" basis. The host agency shall ensure all resources are being utilized and released as soon as possible. In addition, the host agency shall begin making provisions of recalling their personnel when the incident is expected to remain active beyond a reasonable time.

l. The Morris County Communications Center shall be responsible for notifying the Morris County Fire Coordinator of any incident which has required a mutual aid request, when so advised. The Coordinator or his designee shall report to the Morris County Communications Center, staging area(s), or where the Incident Commander deems necessary.

4. **Minimum Qualification for Personnel Responding Under this Mutual Aid Plan:**

a. All Departments shall be responsible for ensuring that all Firefighters are certified in accordance with New Jersey FF I Standard, ICS 200 and NIMS 700

b. All Departments shall be responsible for ensuring that all Company Officers are certified in accordance with Incident Command Level I and NIMS 700

c. All Departments shall be responsible for ensuring that all Chief Officers are certified in accordance with Incident Command Level II and NIMS 700

5. **Authority at Emergency Scene.** Unless otherwise agreed upon by the Participating Units at the scene of an emergency, the host municipality shall have overall command authority of Participating Units at the scene of the emergency.

6. **Expense for Use of Personnel or Equipment.**

a. If fuel, chemical substances, crowd control, gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

b. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).

c. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.11e).

d. This agreement recognizes the provisions as required by New Jersey Resource Deployment Act, Civilian Defense & Control Act App.9-33 et seq. and Emergency Medical Services N.J.S.A. 26:2K-60.

7. Limitation of Providing Mutual Aid and Assistance. Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit’s jurisdiction without sufficient police, fire, ambulance and/or emergency protection.

8. Death, Injury or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member’s designee or legal representative shall be entitled to all salary, pension rights, worker’s compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit of which the individual is a member, and not by the Requesting Unit or any other Participating Unit. Each Participating Unit shall be solely responsible for providing adequate benefits, coverage and compensation for its members, including when death, injury or disability results from participating in this mutual aid plan.

9. Members Authority. The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.

10. Mutual Indemnification. In addition to the other rights and remedies of the parties herelnn, each Municipality and Fire District agrees to indemnify and hold harmless the sending and/or receiving Municipality, Fire District and the County of Morris, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by any Municipality’s or Fire District’s personnel arising out of this Agreement or any of the obligation assumed by the Municipality or Fire District hereunder, provided it is determined by a Court having the appropriate jurisdiction that any Municipality or Fire District is solely or jointly responsible for such liability. In the event it is determined by a Court that any
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

Municipality or Fire District is not solely responsible for said liability, then the
Municipality’s or Fire District’s liability shall be limited to that degree of liability
determined by said Court to be the proportionate liability of the Municipality or Fire
District. The Municipality and Fire District shall resist and defend, at the expense of the
Municipality or Fire District, such action or proceeding with counsel reasonably
satisfactory to the other. In addition, at its option, any Municipality or Fire District may
engage separate counsel to appear on its behalf in such action or proceeding without
waiving its rights or the Municipality’s or Fire District’s obligation under this paragraph.

11. Term; Withdrawal. This Agreement shall be reviewed and revised from time to time as
the need may arise, but will continue indefinitely or until terminated or rescinded by all
Participating Units. Any Participating Unit may withdraw from this Agreement by
providing all other Participating Units, and the Morris County Fire Coordinator, with sixty
(60) days advanced written notice of withdrawal, clearly specifying the applicable date of
withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will
continue in full force and effect for all remaining Participating Units.

IN WITNESS WHEREOF, each Participating Unit has executed this Agreement and
affixed its corporate seal on the date and as shown on Schedule A, attached hereto and made a part
hereof. By executing this agreement, each Participating Unit acknowledges that said execution
has been duly authorized by proper Resolution of its governing body.

The County of Morris has authorized and executed this agreement on the _____ day of _____,
2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING MORRIS COUNTY MUNICIPALITIES & FIRE DISTRICTS

SCHEDULE A

The Town of Boonton has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative: ____________________________

The Township of Boonton has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative: ____________________________

The Borough of Butler has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative: ____________________________

The Borough of Chatham has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative: ____________________________

The Township of Chatham has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative: ____________________________
FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING MORRIS COUNTY MUNICIPALITIES & FIRE DISTRICTS

The Borough of Chester has authorized and executed this agreement on the ____ day of ____ , 2016.

Authorized Representative:

The Township of Chester has authorized and executed this agreement on the ____ day of ____ , 2016.

Authorized Representative:

The Township of Denville has authorized and executed this agreement on the ____ day of ____ , 2016.

Authorized Representative:

The Town of Dover has authorized and executed this agreement on the ____ day of ____ , 2016.

Authorized Representative:

The Township of East Hanover has authorized and executed this agreement on the ____ day of ____ , 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

The Borough of Florham Park has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Greystone Park Fire Department has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Hanover District #2 (Whippany) has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Hanover District #3 (Cedar Knolls) has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Harding has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

The Township of Jefferson has authorized and executed this agreement on the ____ day of _____, 2016.

Authorized Representative:

The Borough of Kinnelon has authorized and executed this agreement on the ____ day of _____, 2016.

Authorized Representative:

The Borough of Lincoln Park has authorized and executed this agreement on the ____ day of _____, 2016.

Authorized Representative:

The Borough of Madison has authorized and executed this agreement on the ____ day of _____, 2016.

Authorized Representative:

The Borough of Mendham has authorized and executed this agreement on the ____ day of _____, 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

The Township of Mendham has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Mine Hill has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Montville, Montville Fire Department has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Montville, Pine Brook Fire Department has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:

The Township of Montville, Tovaco Fire Department has authorized and executed this agreement on the ___ day of ___, 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

The Township of Morris has authorized and executed this agreement on the ____ day of
____, 2016.

Authorized Representative: 

The Borough of Morris Plains has authorized and executed this agreement on the ____ day of
____, 2016.

Authorized Representative: 

The Town of Morristown has authorized and executed this agreement on the ____ day of
____, 2016.

Authorized Representative: 

The Morristown Airport Fire-Rescue has authorized and executed this agreement on the ____
day of ____ , 2016.

Authorized Representative: 

The Borough of Mountain Lakes has authorized and executed this agreement on the ____ day of
____, 2016.

Authorized Representative: 

12
The Borough of Mount Arlington has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative:

The Township of Mount Olive has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative:

The Borough of Netcong has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative:

The Township of Parsippany-Troy Hills District #1 (Mount Tabor) has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative:

The Township of Parsippany-Troy Hills District #2 (Rainbow Lakes) has authorized and executed this agreement on the ____ day of ____, 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING MORRIS COUNTY MUNICIPALITIES & FIRE DISTRICTS

The Township of Parsippany-Troy Hills District #3 (Lake Parsippany) has authorized and executed this agreement on the _____ day of _____, 2016.

Authorized Representative:

The Township of Parsippany-Troy Hills District #4 (Lake Hiawatha) has authorized and executed this agreement on the _____ day of _____, 2016.

Authorized Representative:

The Township of Parsippany-Troy Hills District #5 (Rockaway Neck) has authorized and executed this agreement on the _____ day of _____, 2016.

Authorized Representative:

The Township of Parsippany-Troy Hills District #6 (ParTroy) has authorized and executed this agreement on the _____ day of _____, 2016.

Authorized Representative:

The Picatinny Fire Department has authorized and executed this agreement on the _____ day of _____, 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN PARTICIPATING MORRIS COUNTY MUNICIPALITIES & FIRE DISTRICTS

The Township of Long Hill has authorized and executed this agreement on the _____ day of ______, 2016.

Authorized Representative:

The Township of Pequannock has authorized and executed this agreement on the _____ day of ______, 2016.

Authorized Representative:

The Township of Randolph has authorized and executed this agreement on the _____ day of ______, 2016.

Authorized Representative:

The Borough of Riverdale has authorized and executed this agreement on the _____ day of ______, 2016.

Authorized Representative:

The Borough of Rockaway has authorized and executed this agreement on the _____ day of ______, 2016.

Authorized Representative:
FIRE MUTUAL AID AGREEMENT BETWEEN
PARTICIPATING MORRIS COUNTY MUNICIPALITIES &
FIRE DISTRICTS

The Township of Rockaway has authorized and executed this agreement on the ___ day of ___ , 2016.

Authorized Representative: ____________________

The Township of Roxbury has authorized and executed this agreement on the ___ day of ___ , 2016.

Authorized Representative: ____________________

The Borough of Victory Gardens has authorized and executed this agreement on the ___ day of ___ , 2016.

Authorized Representative: ____________________

The Township of Washington has authorized and executed this agreement on the ___ day of ___ , 2016.

Authorized Representative: ____________________

The Borough of Wharton has authorized and executed this agreement on the ___ day of ___ , 2016.

Authorized Representative: ____________________