TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
June 9, 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

#14-15: 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 to Adopt a Revised Zoning Map

ORDINANCES FOR INTRODUCTION

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

R-15-128: Resolution Authorizing Issuance of a Special One Day ABC Liquor License

R-15-129: Resolution Refunding the Payment of 2013 Taxes - $1,394.45

R-15-130: Resolution Authorizing the Refund of All Cash Escrows Posted to Denville Township by Toll Brothers

R-15-131: Resolution Authorizing Raffle Licenses in the Township of Denville


R-15-133: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate - $1,708.99

R-15-134: Resolution of the Township of Denville, County of Morris and State of New Jersey Confirming the Sale of Various Items of Municipal Property No Longer Needed for Public Use and Certain Items Confiscated by the Township Police Department. (Schedule “A” to be provided)

NON-CONSENT RESOLUTIONS:

R-15-135: Resolution Authorizing Fireworks Display

R-15-136: New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project - Campbell Foundry Company

R-15-137: New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project – Denville Line Striping

ITEMS FOR DISCUSSION AND/OR ACTION

2014 Municipal Audit
Corrective Action Plan

RESOLUTIONS

#18-15: An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter V, Animal Control
R-15-138: New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project – General Foundries, Inc.

R-15-139: New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project – Tilcon New York, Inc.

R-15-140: Resolution Authorizing the Award of the Contract for the Muriel Hepner Sidewalk Improvement Project

R15-141: Resolution Authorizing Engineering Services in Connection with Phase II – Broadway Streetscape Project

R-15-142: Governing Body Certification of the Annual Audit

R-15-143: Resolution Authorizing the Conveyance of a Historic Preservation Easement to the County of Morris for the Ayres-Knuth Farm

MINUTES FOR ADOPTION

• May 19, 2015

R-15-144: Resolution Authorizing Executive Session to Discuss Matters Falling Within the Attorney-Client Privilege and/or Anticipated Litigation – 19 Oak Street.

MOTION TO ADJOURN
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 to Adopt a Revised Zoning Map

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

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris and State of New Jersey to Amend Chapter 19, Land Use, Article 5, Zone Regulations to Adopt a Revised Zoning Map

Be passed on Final Reading and that a Notice of Final Passage be Published in the 06-17-2015 issue of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION
ORDINANCE # 14-15

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 TO ADOPT A REVISED ZONING MAP

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 19, Land Use, Article 5, Zone Regulations, Section 19-5.5, Map and Schedule, is hereby amended to read as follows:

"The zoning map dated December 17, 2014 delineating the above zone districts and the schedule of requirements which accompany this Article are hereby declared to be part hereof."

SECTION 2. The Township Clerk is hereby directed to give notice at least ten days prior to hearing on the adoption of this Ordinance to the County Planning Board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the Township Clerk is further directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Morris County Planning Board as required by N.J.S. 40:55D-16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Township Tax Assessor as required by N.J.S. 40:49-2.1.

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 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 may be renumbered for purposes of codification.
SECTION 6. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: 

KATHRYN M. BOWDITCH, RMC MUNICIPAL CLERK

APPROVED:

MAYOR THOMAS W. ANDES TOWNSHIP OF DENVILLE

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

Kathryn M. Bowditch, RMC
## SCHEDULE - AREA, YARD AND BULK REQUIREMENTS (Subsection 19-5.5)

**DENVILLE TOWNSHIP**

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<th>Zone</th>
<th>Primary Use</th>
<th>Area (Square Feet)</th>
<th>Width (Feet)</th>
<th>Depth (Feet)</th>
<th>Front (Feet)</th>
<th>Side (Feet)</th>
<th>Rear (Feet)</th>
<th>Height (Feet)</th>
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<td>per zone</td>
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<td>See Text</td>
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### Notes:

1. See text Article 5 zoning regulations for open space regulations.
2. The minimum lot size must be obtained between the front street property line and the lot depth requirement, except in the R-1A zone.
3. Minimum lot area shown is for one family dwelling. Two family dwellings shall have a lot area of 10,000 square feet.
4. Minimum parking spaces per dwelling unit required for each new two family structure.
5. Parking space per square feet of gross floor area.
6. Each side yard must be the at least 20 percent of the average lot width.
7. The side yards combined must equal 40 percent of the lot width.
8. Minimum side yard setback in the R-4 district shall be as follows: Actual Lot Width (ft) + 60 (ft) x 6 (ft). In no instance shall the side yard setback be less than 6' for lots with widths (at setback) less than 60 feet.
9. Reserved
10. See subsection 19-5.2307b, for conditional use standards pertaining solely to hotel development in the I-2 Industrial District.
Thank you.

The Planning Board determined that the Zoning Map contained within Ordinance #14-15 was consistent with the Master Plan.

Ordinance #14-15 to amend the code of the Township of Denville, Chapter 19, Land Use, Article 5, Zone Regulations, in order to adopt a revised Zoning Map in the Township of Denville was reviewed by the Planning Board on May 13, 2015.

The Planning Board determined that the Zoning Map contained within Ordinance #14-15 was consistent with the Master Plan.

Thank you.
ORDINANCE #17-15

BE IT RESOLVED that an Ordinance entitled:

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

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

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

Be Passed on 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 07-14-15 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: 06-09-15
ORDINANCE #17-15

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

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

SECTION 1. Chapter III, Police Regulations, Section 3-14, Consuming Alcoholic Beverages in Public Places, subsection 3-14.4, Exemption, of the Revised General Ordinances of the Township of Denville, is hereby amended and supplemented to designate the existing paragraph as “a.” and by the addition of paragraph b. to read as follows:

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

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

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

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

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

“2. Health Licenses and other Licenses/Permits.

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

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

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

(d) No person, persons, firm or corporation shall serve or offer samples of wine or bottles of wine for sale at a farmer’s market without having obtained a Wine Festival Permit from the Division of Alcoholic Beverage Control for each day that such samples and sales are conducted.”

....
"4. The sponsor of the farmer's market shall be responsible to secure the farmer’s market permit and license required pursuant to paragraphs c.1(a) and c.2(a) above and to verify that permits and licenses required pursuant to paragraphs c.1(b), c.2(b) and c.2(d) have been obtained by all vendors participating in the event, as applicable. A copy of all Wine Festival Permits must be submitted to the Township Clerk prior to each farmer’s market at which a wine vendor will be participating. Not more than one winery may offer samples and sales at any single farmer's market."

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

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

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

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

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

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

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

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

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

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

SECTION 4. All Ordinances of the Township of Denville that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
SECTION 5  If any section, subsection, sentence, clause of phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:  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
BE IT RESOLVED THAT AN ORDINANCE ENTITLED:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter V, Animal Control

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey to Amend Chapter V, Animal Control

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 07-14-15 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.

Dated: 6-9-2015
ORDINANCE #18-15

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO AMEND CHAPTER V, ANIMAL CONTROL

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 V, Animal Control, Section 5-2, License Required, Subsection 5-2.2, Fees, is hereby amended to read as follows:

"5-2.2 Fees.

The annual fees for dog and cat licenses and registration tags and applicable late charges shall be as set forth in Chapter IIA, Fees, Rates and Charges, Section 2A-5, Animal Control, of these Revised General Ordinances. The fee for each annual renewal of the license and registration tag shall be the same as for the original license and tag. All dog licenses, registration tags and renewals thereof shall expire on the last day of December in each year. All cat licenses, registration tags and renewals thereof shall expire on the last day of May in each year. All license and registration tag fees shall be payable in full for the entire amount thereof regardless of the date applied for or issued. In the event that any animal registration tag is lost, such tag shall be replaced upon application to the division of health and upon payment of the replacement fee set forth in Chapter IIA, Section 2A-5 of these Revised General Ordinances. Dogs used as guides for blind persons and commonly known as "seeing eye" dogs, dogs used to assist handicapped persons and commonly known as "service dogs," or dogs used to assist deaf persons and commonly known as "hearing ear" dogs shall be licensed and registered as other dogs hereinabove provided for, except that the owner or keeper of such dog shall not be required to pay any fee therefor."

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

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

SECTION 4. The provisions of this ordinance may be renumbered for purposes of codification.
SECTION 5. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:                         APPROVED:

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
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO AMEND CHAPTER V, ANIMAL CONTROL

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 V, Animal Control, Section 5-2, License Required, Subsection 5-2.2, Fees, is hereby amended to read as follows:

"5-2.2 Fees.

The annual fees for dog and cat licenses and registration tags and applicable late charges shall be as set forth in Chapter IIA, Fees, Rates and Charges, section 2A-5. Animal Control, of these Revised General Ordinances. The fee for each annual renewal of the license and registration tag shall be the same as for the original license and tag. All dog licenses, registration tags and renewals thereof shall expire on the last day of January-December in each year. All cat licenses, registration tags and renewals thereof shall expire on the last day of June-May in each year. All license and registration tag fees shall be payable in full for the entire amount thereof regardless of the date applied for or issued. In the event that any animal registration tag is lost, such tag shall be replaced upon application to the division of health and upon payment of the replacement fee set forth in Chapter IIA, section 2A-5 of these Revised General Ordinances. Dogs used as guides for blind persons and commonly known as "seeing eye" dogs, dogs used to assist handicapped persons and commonly known as "service dogs," or dogs used to assist deaf persons and commonly known as "hearing ear" dogs shall be licensed and registered as other dogs hereinabove provided for, except that the owner or keeper of such dogs shall not be required to pay any fees therefor."

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

SECTION 3. If any section, subsection, sentence, clause 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. The provisions of this ordinance may be renumbered for purposes of codification.
Finding #1

**Description**: An adequate segregation of duties be maintained with respect to the recording and treasury functions.

**Analysis**: Current staffing levels prohibit the availability for segregation of said duties.

**Corrective Action**: Should circumstances change in the future to enable an increase in staffing levels, all recording and treasury functions will be adjusted to provide for the adequate segregation of duties.

**Implementation Date**: At such point the Township can hire additional staff.

Finding #2

**Description**: The municipal court receipts be disbursed by the 15th of the following month, bank reconciliations are accurately and timely completed and bank fees reimbursed or eliminated in a timely manner.

**Analysis**: With the Municipal Court's bank statements arriving mid-month, the reconciliation of accounts on or before the 15th is difficult and sometime impossible. Said bank also commenced assessing miscellaneous fees in mid-2014. The CMFO was not made aware of these fees and therefore could not direct the Court Clerk or bank to adjust or seek for the elimination of said fees.

**Corrective Action**: The Court Clerk and CMFO are working with the bank to eliminate bank fees and seeking to adjust the date in which bank statements are sent. If the current bank utilized by the Municipal Court is unable to comply with both of these provisions, the Court Clerk has agreed to change banks.

**Implementation Date**: Fee adjustment/reversal completed April 20, 2015. Statement reconciliation on or before July 1, 2015.
RESOLUTION AUTHORIZING ISSUANCE OF A SPECIAL ONE DAY ABC LIQUOR LICENSE

BE IT RESOLVED, by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Special One Day Alcoholic Beverage License for the following:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Event</th>
<th>Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Francis Residential Community</td>
<td>St. Francis Fall Festival</td>
<td>10/04/2015</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby authorized to issue said license on behalf of the municipality.

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 of the Township of Denville at their Regular Meeting held on June 9, 2015.

Certification dated: Kathryn M. Bowditch, RMC Municipal Clerk

cc: Police Department
    State Division of ABC
RESOLUTION REFUNDING THE PAYMENT OF 2013 TAXES.

WHEREAS, the following 2013 taxes have been overpaid as the result of a reduced assessment due to storm damage to the house.

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector is hereby authorized and directed to prepare a voucher in the following name to refund said overpayment; and

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

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER/MORTGAGE CO.</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>20101 1</td>
<td>CoreLogic Services, LLC</td>
<td>$1,394.45</td>
</tr>
<tr>
<td></td>
<td>Po Box 961230</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fort Worth, TX 76161-0230</td>
<td></td>
</tr>
</tbody>
</table>

Loc: 1 Roc Etam Rd.


Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION

WHEREAS, Toll Brothers Inc. has deposited cash escrows in connection with the Regency development, as required by ordinances of the Township of Denville; and

WHEREAS, the maintenance period for the Regency development has expired with respect to all phases of the development; and

WHEREAS, the developer has requested the return of all cash escrows posted with the Township.

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 cash escrows in the total amount of $62,637.15 plus accrued interest posted by Toll Brothers, Inc. in connection with the Regency development be returned to Toll Brothers, Inc.

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 9, 2015.

Certification Dated: ________________________________

Kathryn M. Bowditch, RMC
Municipal Clerk
May 29, 2015

Kathryn Bowditch, RMC
Municipal Clerk
Township of Denville
I St. Mary's Place
Denville, NJ 07834

Reference: Township of Denville
Regency at Denville – Phase III
Maintenance Guarantee Release

Dear Ms. Bowditch:

On behalf of the Township of Denville, Hatch Mott MacDonald (HMM) has conducted a site inspection of the subject property and takes no exceptions to the release of the maintenance bond.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,

Hatch Mott MacDonald

John K. Ruschke, PE
Vice President
john.ruschke@hatchmott.com
T 908.238.5000  F 908.730.6500

JKR:sja

Cc: Steven Ward, Township Administrator
    John Jansen, Esq.
    Jim Majewski, Toll Brothers Inc.
RESOLUTION AUTHORIZING RAFFLE LICENSES
IN THE TOWNSHIP OF DENVILLE

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>HSA St. Cecilia</td>
<td>On Prem 50/50</td>
<td>10-24-15</td>
</tr>
<tr>
<td>HSA St. Cecilia</td>
<td>Tricky Tray</td>
<td>10-24-15</td>
</tr>
<tr>
<td>Denville Senior Citizen Association</td>
<td>Bingo - Special License for Senior Clubs</td>
<td>6/2015 to 6/2017</td>
</tr>
</tbody>
</table>

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 9, 2015.

CERTIFICATION DATE: ________________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REINUSTATEMENT 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:
Schweizer
VanDriel

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 9, 2015.
RESOLUTION AUTHORIZING THE REFUND
OF MONEY DUE TO THE REDEMPTION
OF A TAX SALE CERTIFICATE.

WHEREAS, the Township of Denville held a Tax Lien Sale on 10/8/2014 for Delinquent 2013 Calendar Year Water and Sewer charges and a Tax Sale Certificate was purchased by US Bank Cust/PC5 Sterling National for Block 41108 Lot 867; and

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

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

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

<table>
<thead>
<tr>
<th>BLOCK /LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>41108 867</td>
<td>US Bank Cust/PC5 Sterling National</td>
<td>$1,708.99</td>
</tr>
<tr>
<td></td>
<td>50 South 16th St. Ste 2050</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Philadelphia, PA 19102-2513</td>
<td></td>
</tr>
</tbody>
</table>

Certificate #2014-026
Loc: 35 Tomahawk Trl.

Premium Returned $1,300.00


CERTIFICATION DATED: KATHRYN M. BOWDITCH, RMC MUNICIPAL CLERK
RESOLUTION OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY CONFIRMING THE SALE OF VARIOUS ITEMS OF MUNICIPAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE AND CERTAIN ITEMS CONFISCATED BY THE TOWNSHIP POLICE DEPARTMENT

WHEREAS, by Resolution R-15-123, the Municipal Council of the Township of Denville authorized the sale of various items of municipal property no longer needed for public use and certain items confiscated by the Township Police Department through GovDeals, Inc.; and

WHEREAS, one (1) certified copy of Resolution R-15-123 was sent to the Director of the Division of Local Government Services; and

WHEREAS, the winning bidder(s) for the sale beginning on 05-27-2015 and ending on 06-09-2015 were as per the Schedule "A" in the amounts listed.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville does hereby confirm the sale to the recipients on Schedule "A", which is made a part hereof, in the amount listed.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

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 9, 2015.

Certification Dated: ___________________________ Kathryn M. Bowditch, RMC Municipal Clerk
RESOLUTION AUTHORIZING FIREWORKS DISPLAY

WHEREAS, the Township of Denville will be celebrating Independence Day; and

WHEREAS, the Municipal Council of the Township of Denville wishes to retain a fireworks company to design and display a fireworks exhibition on July 4, 2015 with a rain date to be agreed upon by both parties and displayed during the month of July; and

WHEREAS, the purchasing agent solicited quotations for this service, and on February 6, 2015 two quotations were received by the Township of Denville; and

WHEREAS, Administration has recommended that a contract be awarded to Garden State Fireworks, Inc.; and

WHEREAS, Garden State Fireworks, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that the company has not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one year, and that the contract will prohibit the company from making any reportable contributions through the term of the contract; and

WHEREAS, the Municipal Council wishes to retain Garden State Fireworks, Inc. to prepare and exhibit the fireworks display; and

WHEREAS, the Finance Director 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 Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with Garden State Fireworks, Inc. 383 Carlton Road, Millington, New Jersey, 07946 for the purpose of exhibiting a Fireworks display on July 4, 2015 with an alternate rain date show to be agreed upon by both parties and displayed in the month of July, 2015. A copy of the contract between the Township and Garden State Fireworks, Inc is on file in the Office of the Municipal Clerk. The contract amount is Eighteen Thousand Dollars ($18,000.00).

2. The Business Entity Disclosure Certification shall be placed on file with this Resolution.

3. Notice of the adoption of this Resolution shall be published as required by law.

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 9, 2015.

Certification Date: ________________________________  Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

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

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

(Hereinafter, "Township")

and:

GARDEN STATE FIREWORKS, INC. with offices at 383 Carlton Road, Millington, New Jersey, 07946

(Hereinafter, "Exhibitor")

WITNESSETH:

WHEREAS, the Township wishes to retain a fireworks company to prepare and display a fireworks exhibition; and

WHEREAS, N.J.S.A. 40A:11-1, et seq. requires that all contracts be in writing; and

WHEREAS, the Township has agreed to retain the Exhibitor to prepare and display a fireworks exhibition for the Township of Denville.

NOW, THEREFORE, IN CONSIDERATION, of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **SCOPE OF WORK** - The Exhibitor agrees to set up and display a fireworks exhibition for the Township on July 4, 2015, at Gardner Field in the Township of Denville, at a location to be designated by the Township and approved by the Exhibitor in accordance with the program described in Exhibit A attached hereto and made a part hereof.
The Exhibitor agrees to use shells with a maximum size not to exceed five inches (5"). The show shall last not less than 20 minutes from the firing of the initial shells.

The Exhibitor agrees to furnish sufficient skilled labor and equipment and experienced pyrotechnic operators to set up and discharge the fireworks exhibition. The Exhibitor also agrees to pay for all freight and express charges relating to the performance of this Agreement. The Exhibitor further agrees to search for and dispose of unfired fireworks.

2. **POLICE AND FIRE PROTECTION** - The Township agrees to furnish the necessary security or police protection at all times during the preparation of the fireworks exhibition, the firing of same, and for at least a period of thirty (30) minutes following the firing of the exhibition. The Township also agrees to furnish the necessary fire protection, which may include portable fire extinguishers for the discharge site, standby fire apparatus for protection down range and setting up barricades if required for the protection of the public.

3. **CANCELLATION DATE** - The Exhibitor agrees that in the event of rain or inclement weather, a postponement may be made at the Township's discretion and the rescheduled event will be held within the month of July, 2015 on a date agreed by both parties.

It is also understood and agreed between the parties that in the event the fireworks program has been set up with fair weather prevailing at the time, and prior to any subsequent precipitation that may occur, the exhibition of fireworks will be carried out in the best possible manner without any deduction from the contract price.

4. **POLITICAL CONTRIBUTION DISCLOSURE.** This contract has been awarded to the company based on the merits and abilities of company to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Company and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement
Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

5. **PAYMENT** - The Township agrees to pay a lump sum fee of FIVE THOUSAND DOLLARS ($5,000) to the Exhibitor upon execution of the contract. Within ten (10) days following the completion of all of the terms and conditions of this Agreement the Township agrees to pay the remainder of the balance due of THIRTEEN THOUSAND DOLLARS ($13,000).

6. **INDEMNIFICATION** - The Exhibitor agrees to release, indemnify and hold harmless the Township from and against any loss, damage or liability, including attorney's fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the manufacture, installation, firing or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

7. **INSURANCE** - The Exhibitor shall furnish the Township with a Certificate of Insurance which shall clearly show that policies with the following limits of liability will be in effect for the scheduled date, as well as any potential rain date:

- **General Liability**: $5,000,000 per occurrence combined single limit for bodily injury or property damage with at least $5,000,000 general aggregate. Contractual Liability must be included.
- **Auto**: $1,000,000 per occurrence, combined single limit for bodily injury or property damage with no aggregate.
Worker’s Compensation: statutory coverage, including employer’s liability limits of $500,000.

Umbrella: $3,000,000.

The Certificate of Insurance must clearly indicate that the Township is named as an additional insured on all liability policies, the hold harmless obligations must be specifically referred to in the Certificate and that all workers are covered under the workers compensation policy.

8. **MANDATORY LANGUAGE** - During the term of this Agreement, the parties hereto agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit B, which is attached hereto and made a part hereof.

9. **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE.** The Exhibitor agrees to provide the Township with a copy of a valid New Jersey Business Registration Certificate.

10. **ASSIGNMENT** - This Agreement is not assignable by either party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective corporate seals hereto affixed the day and year first above written.

ATTEST:

Kathryn M. Bowditch, Municipal Clerk

By: ________________________________

Thomas W. Andes, Mayor

ATTEST:

GARDEN STATE FIREWORKS, INC.

By: ________________________________

, President

I CERTIFY that on , 2015, KATHRYN M. BOWDITCH personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the
I certify that on the day of , 2015, 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 of GARDEN STATE FIREWORKS, INC. the corporation named in this document; and (b) this document was signed and made by the corporation named as its voluntary act and deed by virtue of authority from its Board of Directors.

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

I certify that on the day of , 2015, 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 of GARDEN STATE FIREWORKS, INC. the corporation named in this document; and (b) this document was signed and made by the corporation named as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary/Attorney
CERT15-12

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 06/04/15

Garden State Fireworks, Inc.
383 Carlton Road
Millington, NJ 07946
Name and Address of Contractor

Fireworks Display $18,000.00
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>Police Service</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-203-30-420-200</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>01-201-30-420-200</td>
<td>13,000.00</td>
<td>13,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL $18,000.00</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 Fund in which the account designates under the following line item account(s):

| 01-203-30-420-200 | $5,000.00 |
| 01-201-30-420-200 | 13,000.00 |

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

Date 06/04/15
BE IT RESOLVED

that ________________ Township of Denville

hereby recommends to the New Jersey Department of Transportation that the contract for

Morris Ave & Savage Road Resurfacing Project

(Name of Project)

in the ________________ Township of Denville, County of ________________ Morris

(Name of Municipality)

be awarded to ________________ Campbell Foundry Company via 2015 Morris County Cooperative Pricing Council

whose bid amounted to ________________ $2,745.00 ________________ subject to the approval of the Department.

That the Mayor be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract

with the corporate seal of this body and to attest to the same.

Approved by the ________________ Township of Denville ________________ on ________________:

(Name of Local Government) (Date of Award)

__________________________

(Mayor) _________________________

(Date) _________________________

__________________________

(Clerk) _________________________

(Date) _________________________

(Affix Seal)
BE IT RESOLVED

that ________________ Township of Denville ________________

hereby recommends to the New Jersey Department of Transportation that the contract for __________________________

Morris Ave & Savage Road Resurfacing Project

(Name of Project)

in the ________________ Township of Denville ________________, County of ________________ Morris ________________

(Name of Municipality)

be awarded to ____________________________ Denville Line Striping via 2015 Morris County Cooperative Pricing Council

whose bid amounted to ________________ $5,250.00 ________________ subject to the approval of the Department.

That the Mayor be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the ________________ Township of Denville ________________ on ________________.

(Name of Local Government) (Date of Award)

___________________________ (Mayor) __________________________

___________________________ (Date) __________________________

___________________________ (Clerk) __________________________

___________________________ (Date) __________________________

(Affix Seal)
BE IT RESOLVED that

Township of Denville

hereby recommends to the New Jersey Department of Transportation that the contract for

Morris Ave & Savage Road Resurfacing Project

in the Township of Denville, County of Morris

be awarded to General Foundries, Inc. via 2015 Morris County Cooperative Pricing Council

whose bid amounted to $3,120.00 subject to the approval of the Department.

That the Mayor be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of Denville on _____________________________.

(Name of Local Government) (Date of Award)

______________________________  __________________________
(Mayor) (Date)

______________________________  __________________________
(Clerk) (Date)

(Affix Seal)
BE IT RESOLVED

that ______________________________ Township of Denville ______________________________

hereby recommends to the New Jersey Department of Transportation that the contract for

_________________________ Morris Ave & Savage Road Resurfacing Project ____________________________

(Name of Project)

in the __________________ Township of Denville __________________, County of __________ Morris __________ (Name of Municipality)

be awarded to ___________________________ Tilcon New York Inc. via 2015 Morris County Cooperative Pricing Council ___________________________

whose bid amounted to $225,700.00 subject to the approval of the Department.

That the Mayor be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the __________________ Township of Denville __________________ on __________________.

(Name of Local Government) (Date of Award)

_________________________________________ (Mayor) ____________________________ (Date)

_________________________________________ (Clerk) ____________________________ (Date)

(Affix Seal)
RESOLUTION

WHEREAS, on May 27, 2015, the Township of Denville received three (3) bids for the Muriel Hepner Sidewalk Improvement project; and

WHEREAS, bidders were requested to provide a Base Bid as well as Supplemental Bid Item A; and

WHEREAS, the combination of Base Bid plus Supplemental Bid Item A submitted by all bidders exceeds the Township's budget for the project; and

WHEREAS, the Township has determined to award only the Base Bid; and

WHEREAS, Cifelli & Son General Contracting is the lowest responsible and responsive bidder for a Base Bid of $64,200; and

WHEREAS, the Township Engineer has reviewed all of the bid proposals and has recommended that the Township award the Base Bid to Cifelli & Son General Contracting; and

WHEREAS, the Municipal Council wishes to award the contract for the Muriel Hepner Sidewalk Improvement project to Cifelli & Son General Contracting in accordance with its bid proposal for the Base Bid; 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 the Muriel Hepner Sidewalk Improvement project is hereby awarded to Cifelli & Son General Contracting in accordance with its Base Bid for the price of $64,200.
2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Cifelli & Son General Contracting, Nutley, NJ 07110 in the amount of $64,200.

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 a resolution adopted by the Municipal Council at their meeting held on June 9, 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 06/04/15

Cifelli & Son General Contracting
81 Franklin Ave
Nutley, NJ 07110
Name and Address of Contractor

Muriel Hepner Walking Trail $64,200.00
Name of Description of Pending contract

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

<table>
<thead>
<tr>
<th>DEPT. ACCT. #</th>
<th>ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-556-901</td>
<td></td>
<td>$64,200.00</td>
<td>$64,200.00</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 General Capital Fund under the following line item account(s):

04-216-55-556-901 $64,200.00

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

CERT15-11
RESOLUTION AUTHORIZING ENGINEERING SERVICES IN CONNECTION WITH PHASE II - BROADWAY STREETSCAPE PROJECT

WHEREAS, the Township entered into a Professional Services Agreement ("Agreement") dated February 4, 2015 with John K. Ruschke, P.E. of Hatch Mott MacDonald, LLC, 412 Mt. Kemble Ave., Suite G22, Morristown, NJ 07960 for engineering services for the year 2015; and

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

WHEREAS, the Township of Denville has a need for engineering services to develop construction contract documents for Phase II- Broadway Streetscape Project; and

WHEREAS, John K. Ruschke, P.E. has submitted a cost proposal dated April 27, 2015 for the aforementioned project for an amount not to exceed $14,000.00; and

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

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

1. The Municipal Council hereby approves the proposal submitted by John K. Ruschke, P.E. of Hatch Mott MacDonald to develop construction contract documents for Phase II - Broadway Streetscape Project.

2. Charges shall not exceed $14,000.00 without prior written approval of the Township.

3. This Resolution shall take effect immediately.
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 9, 2015.

Certification Dated: ____________________________

Kathryn M. Bowditch, RMC
Municipal Clerk

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE
April 27, 2015

Mr. Steve Ward
Business Administrator
Township of Denville
1st Mary's Place
Denville, NJ 07834

Re: Proposal for Professional Engineering Services
Phase II – Broadway Streetscape Project

Dear Mr. Ward:

Hatch Mott MacDonald (HMM) is pleased to submit the following proposal for professional Engineering services to develop construction contract documents for the proposed Phase II – Broadway Streetscape Project.

PROJECT DESCRIPTION

The preparation of final contract documents and permit applications is for the Phase II – Broadway Streetscape Project. The scope of work will also involve combining Phase I & II into one contract. HMM will design and prepare contract drawings for Phase II of the project based on the approved concept plan. Preparation of contract drawings include, but are not limited to, conducting a detailed survey of the extended area, establishing the right-of-way limits, detailed layout of utilities, design of ADA ramps, layout of the paver utility strip, layout of striping to meet ADA parking requirements, layout of lighting fixtures to conform to appropriate lighting intensities, layout of electrical and audio conduits, electrical design and calculations as per NJDOT requirements. A revised soil erosion and sediment control plan will be prepared and submitted to the Morris County Soil Conservation District for their review and approval.

Preparation of the contract specifications will also be amended to include Phase I and Phase II of the project. Technical specifications, general conditions, and construction details will be based on the New Jersey's Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction, 2007. HMM will undertake a detailed quantity takeoff and prepare an Engineer's Estimate of the probable construction cost for the combined project. As part of the scope of work, HMM will provide the required submittals to the NJDOT for review and approval. Revisions will be made at the request of the NJDOT. This will ensure that the project is designed and bid in accordance with the Federal Highway Administration regulations.
TIME SCHEDULE

It is anticipated that construction documents will be complete and ready for bid by June 2015.

COST PROPOSAL

We propose to undertake the Scope of Services outlined above for a lump sum price of $14,000.

We appreciate the opportunity to submit this proposal and would be pleased to be of continued service to the Township of Denville. Should you have any questions regarding our Scope of Services or our Cost Proposal, please do not hesitate to contact me.

Very truly yours,
Hatch Mott MacDonald

John K. Ruschke, PE, PP, CME
Vice President
T 908.238.5000 F 973.267.2890
john.ruschke@hatchmott.com
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 06/04/15

Hatch Mott Mac Donald
412 Mt Kemble Ave Suite G22
Morristown, NJ 07960
Name and Address of Contractor

Engineering Services Phase II Broadway Streetscape $14,000.00
Name of Description of Pending 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>Misc. Contractual Services</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>04-216-55-559-911</td>
<td>$14,000.00</td>
<td>$14,000.00</td>
</tr>
</tbody>
</table>

TOTAL $14,000.00

Signed: __________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<tr>
<td>0</td>
<td>0.00</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

CERT15-10
Michael J. Guarnino
Chief Financial Officer
WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2014 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled “Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27 BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars ($1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the Township of Denville hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 9, 2015.
RESOLUTION

WHEREAS, the Township acquired property known as the Knuth Farm, Block 20003, Lot 1, by deed dated May 28, 1996; and

WHEREAS, in 2004 and 2005, the County of Morris awarded historic preservation grants from the Morris County Historic Preservation Trust Fund to the Township for the preservation of the Ayres Farm House, located on the Knuth Farm, which grants required that an Historic Preservation Easement be executed by the Township; and

WHEREAS, the parties have agreed upon the terms of a Historic Preservation Easement.

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

1. The Mayor and Township Clerk are hereby authorized to convey a Historic Preservation Easement to the County of Morris and to execute a Historic Preservation Easement.

2. A copy of the Historic Preservation Easement is on file in the office of the Township Clerk for inspection by the public.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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 9, 2015.

Certification Dated: ________________________________ Kathryn M. Bowditch, RMC Municipal Clerk
WHEREAS, the Property possesses historic, aesthetic, or cultural significance to Grantor and the people of the County of Morris and is listed individually and/or as part of a historic district that is listed in the New Jersey Register of Historic Places and the National Register of Historic Places; and

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:8B-1 et. seq. to acquire historic preservation easements to protect Morris County properties with historic, aesthetic or cultural significance being rehabilitated, stabilized, restored and preserved through matching grants by the Morris County Historic Preservation Trust Fund in order to assure the continued preservation of grant-assisted properties for the public benefit; and

WHEREAS, the Grantor is the sole and exclusive owner of the Property; and

WHEREAS, the Property possesses historic, aesthetic, or cultural significance to Grantor and the people of the County of Morris and is listed individually and/or as part of a historic district that is listed in the New Jersey Register of Historic Places and the National Register of Historic Places; and
WHEREAS, Grantor and Grantee intend that the Property be preserved and maintained;

NOW, THEREFORE, Grantor promises that the Property will be owned, used and conveyed subject to, and not in violation of, the following covenants and restrictions:

1. Purpose. It is the purpose of this Easement to assure the preservation of the Property, to prevent any use of the Property that is not historically appropriate or that is detrimental to or will significantly impair or interfere with the historic features and to assure that public benefit continues after the expenditure of the Grant. The historic features of the Property are documented in a baseline inventory annexed hereto as Schedule B (hereinafter the "Protected Features") that the parties agree to provide an accurate representation of the Property at the time of this conveyance and which shall serve as an objective information baseline for monitoring compliance with the terms of this Deed.

2. Term. This Easement shall become effective on October 16, 2006 (hereinafter the "Effective Date") and shall, thereafter, remain in full force and effect for a period of thirty (30) years until October 16, 2036.

(a) Grantor shall perform the work items described in the Approved Project Description (Exhibit 2 to a separate Grant Agreement executed by Grantor and Grantee) annexed hereto as Schedule C;

(b) The Baseline Inventory of Protected Features under this agreement is fully set forth in Schedule B, annexed to this agreement and incorporated herein. Grantor shall not demolish or remove the Protected Features;

(c) Grantor shall not, without prior written approval of Grantee:

(i) adversely affect or threaten the structural soundness of the Protected Features;

(ii) make any changes to the Protected Features including alteration, removal, construction, remodeling, addition of new structures or other physical or structural change, including any change in color or surfacing or any excavation or topographical change which affects the appearance or construction of the Protected Features;

(iii) attach to or erect anything on or near the Protected Features which would prohibit them from being visible from ground level, or compromise the historic aesthetic or cultural significance of the Property except for temporary structures needed during any period of approved alteration or restoration.
(iv) lease the Property in whole or in part.

(d) To prevent deterioration of the Property, Grantor shall maintain the Protected Features and Property in good condition at Grantor's cost and expense. "Good condition" means that the Protected Features are intact and structurally sound, there are few or no cosmetic imperfections and the feature needs no more than routine maintenance.

(e) Grantor shall be responsible for deliberate damage or destruction of Protected Features. If Protected Features are deliberately damaged or destroyed for any reason by the Grantor, or persons acting on behalf of the Grantor, the Grantor shall be responsible for financial reimbursement to the Grantee in accordance with the provisions of Paragraph 14. For purposes of this Easement, deliberate damage or destruction may result from, but is not limited to, deferred maintenance, demolition by neglect, and demolition.

(f) Grantor's obligation to maintain the Protected Features shall require replacement, repair, and reconstruction by Grantor whenever necessary and in accordance with the approved maintenance and preservation plans, subject to the casualty provisions of paragraphs 10 and 11. Grantor's obligation to maintain the Property shall also require that the Property's landscaping be maintained in good appearance. The existing lawn areas shall be maintained as lawns and regularly mown. The existing meadows and open fields shall be maintained as meadows and open fields, regularly brushhugged to prevent the growth of woody vegetation where none currently grows.

(g) The dumping, abandonment or storage of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property;

(h) The Property shall not be divided or subdivided in law or in fact and the Property shall not be devised or conveyed except as a unit;

(i) No above ground utility transmission lines, except those reasonably necessary for the existing buildings, may be created on the Property, subject to utility easements already recorded.

(j) Nothing contained herein shall deem to limit the Grantor's use of existing recreational fields and/or farming areas on the Property.

4. Grantor's Representations. Grantor represents that it is a municipal government within Morris County.

5. Requests for Approval. Grantor must seek the approval of Grantee required by Paragraph 3(c) hereinafore by submitting to Grantee a request for approval in the form required by Grantee. Grantor shall submit to Grantee documents, including plans, specifications, and designs where appropriate, describing the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity in a form acceptable to Grantee and sufficient to permit Grantee to monitor such activity.

6. Standards for Review. In exercising any authority created by this Easement to inspect the Property or the Protected Features, to review and approve any construction, alteration, repair, addition of new structures or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the Protected Features following casualty damage, Grantee shall utilize
7. **Reserved Rights.** Except as set forth in Paragraph 3, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Easement and by Grantee without further approval by Grantee:

(a) The right to engage in all those acts and uses that: (i) are permitted by governmental statute or regulation; (ii) do not materially impair the Protected Features or the Property; and (iii) are not inconsistent with the purpose of this Easement;

(b) The right to maintain and repair the Protected Features strictly according to the Standards. As used in this Paragraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors applied in a workman-like manner. The right to maintain and repair as used in this paragraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of Paragraphs 3, 4 and 5;

(c) The right to continue the existing use and enjoyment of the Property consistent with the purpose of this Easement; and

(d) The right to conduct at or on the Property educational and nonprofit activities that are not inconsistent with the purpose of this Easement.

8. **Public Access.** The property shall be accessible by the public as specified in Schedule D annexed hereto.

9. **Insurance.** Grantor shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey or a Joint Insurance Fund acceptable to the Grantee against loss from the perils commonly insured under standard fire and extended coverage policies in an amount sufficient to reimburse Grantee in the amount of the Grant after all mortgagee claims are satisfied. Grantor shall also carry comprehensive general liability insurance against claims for personal injury and death in an amount not less than $1,000,000 per occurrence and $3,000,000 aggregate including property damage. Grantor shall deliver to Grantee, within ten (10) business days of the Effective Date, certificates of such insurance coverage. Each certificate shall name the Grantee and its officers and employees as additional insured being confirmed by policy endorsement, and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to Grantee.

10. **Indemnification.** Grantor shall indemnify and hold harmless the Grantee, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other
expenses of liabilities including the investigation and defense of any claims, arising out of or resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Grantor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Grantor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Grantor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantor under worker's compensation acts, disability benefit acts or other employee benefit acts.

11. Casualty Damage or Destruction. In the event the Protected Features shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other like casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification describing what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Protected Features and to protect public safety, shall be undertaken by Grantor without Grantee’s prior written approval. Within thirty (30) days of the date of damage or destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer acceptable to Grantor and Grantee, which report shall include the following:

(a) An assessment of the nature and extent of the damage;

(b) A determination of the feasibility of the restoration of the Protected Features and reconstruction of damaged or destroyed portions of the Protected Features; and

(c) A report of such restoration and reconstruction work necessary to return the Protected Features to the condition existing immediately prior to the damage or destruction.

12. Review After Casualty Damage or Destruction. If, after reviewing the report provided in paragraph 10, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration and reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration and reconstruction of the Protected Features in accordance with plans and specifications agreed to by the parties.

If, after reviewing the report, Grantor and Grantee agree in writing that restoration and reconstruction of the Property is impractical or impossible, or agree in writing that the Purpose of this Easement would not be served by such restoration and reconstruction, Grantor, may, with the prior written consent of Grantee, alter, demolish, remove, or raze the Protected Features, and construct new improvements on the Property. In this event, Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of New Jersey and Paragraph 13.
13. **Condemnation.** If the Property is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

14. **Extinguishment.** If circumstances arise in the future such as to render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished by Grantee and Grantor shall be entitled to compensation from Grantor in the amount of the Grant.

15. **Subsequent Transfers.** Grantor agrees to give written notice to Grantee of the transfer of any interest in the Property at least thirty (30) days prior to the date of such transfer.

16. **Inspection.** At least annually, and upon prior reasonable notice to Grantor, representatives of Grantee shall be permitted to inspect and photograph the Property, including the Protected Features. Grantor agrees that it will not unreasonably withhold its consent in determining dates and times for such inspections.

17. **Evidence of Compliance.** Upon request by Grantee, Grantor shall promptly furnish Grantee with written certification in the form required by Grantee that, to the best of Grantor's knowledge, Grantor is in compliance with the obligations of Grantor contained herein.

18. **Grantee's Remedies.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation within the period of time set forth in the notice and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. Grantee may bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for a violation of the terms of this Easement or injury to any Protected Features protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Protected Features of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or equity.

19. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement. Any such amendment shall be consistent with the purpose of this Easement; shall not permit additional development on the Property other than the development permitted by this Easement on the Effective Date; shall not permit any private inurement to any person or entity;
and shall not adversely impact the Protected Features or the Property. Any such amendment shall be recorded by Grantor at its cost and expense in the county in which the Property is located. Nothing in this Paragraph shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

20. Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Grantee’s Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee’s rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

22. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and reasonable attorneys’ fees, and any costs of restoration necessitated by Grantor’s violation of the terms of this Easement shall be borne by Grantor.

23. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor shall keep the Property free of any construction or mechanics liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

24. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods (i) overnight courier postage prepaid, (ii) registered or certified mail return receipt requested or, (iii) hand delivery; if to Grantor, then to Mayor, Township of Denville, #1 St. Mary’s Place, Denville, NJ 07834, and if to Grantee, then to Director, Morris County Department of Planning & Development, P.O. Box 900, Morristown, NJ 07963-0900, and County Counsel, County of Morris, P.O. Box 900, Morristown, NJ 07963-0900. Each party may change its address set forth herein by a notice to such effect to the other party.

25. Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor’s compliance with such notice or lien where compliance is required by law.

26. Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

27. Recordation. Grantee shall record this instrument with the County of Morris.
28. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

29. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

30. **Subordination.** At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust held by ______________________________ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage to this Easement under the following conditions and stipulations:

(a) the Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and the proceeds of any condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(b) If the Mortgagee/Lender receives an assignment of the lease, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then Mortgagee/Lender shall have prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until the Mortgagee/Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.
Grantor, Grantee and, if applicable, Mortgagee sign this Deed of Easement as of the date at the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers and its corporate seal is affixed.

ATTEST:

BY: ____________________________
Print Name: ____________________________

KATHRYN M. BOWDITCH, Clerk

GRANTOR:

__________________________________
Print Name: ____________________________

Thomas W. Andes, Mayor

ATTEST:

BY: ____________________________
Print Name: ____________________________

Freeholder Director

GRANTEE:

__________________________________

MORTGAGEE:

BY: ____________________________
Print Name: ____________________________
STATE OF NEW JERSEY  
COUNTY OF MORRIS  

I certify that on ________________ , ______________ personally came before me and this person acknowledged under oath to my satisfaction that:

(a) this person is the Clerk of Denville Township, the Grantee in this agreement.
(b) this person is the attesting witness to the signing of this Agreement by the proper official who is the Mayor of Denville Township.
(c) this Agreement was signed and delivered by Denville Township as its voluntary act duly authorized by a proper resolution of its Governing Body.

Signed and Sworn to before me on

____________________________

Notary Public

STATE OF NEW JERSEY  
COUNTY OF MORRIS  

I certify that on ________________ , ______________ personally came before me and this person acknowledged under oath to my satisfaction that:

(a) this person is the secretary to the Morris County Board of Chosen Freeholders, the Grantee in this agreement;
(b) this person is the attesting witness to the signing of this Agreement by the proper official who is the Freeholder Director;
(c) this Agreement was signed and delivered by the Morris County Board of Chosen Freeholders as its voluntary act duly authorized by a proper resolution of the Board.

Signed and Sworn to before me on

____________________________

Notary Public
SCHEDULE A
Morris County Historic Preservation Trust Fund

Historic Preservation Easement

Legal Description of Property

Tax Map Reference:
Denville Twp., County of Morris
Block 20003, Lot 1

The property consists of the tract or parcel of land situated in Denville Twp., County of Morris,
State of New Jersey known as Ayres Farm House

ALL that certain tract or parcel of land situate, lying and being in the Denville Twp., County of
Morris, and State of New Jersey, being more particularly described as follows:
Beginning at the point of intersection of the existing westerly sideline of Cooper Road with the existing northerly sideline of New Jersey State Highway Route 10, and running thence:

1) Westerly along said northerly sideline of Route 10 on a curve to the right with a radius of 40.00 feet, an arc length of 29.68 feet to a point; thence

2) N 77'-09'-05" W still along said northerly sideline a distance of 161.74 feet to a point; thence

3) N 62'-22'-49" W still along said northerly sideline a distance of 179.23 feet to a point; thence

4) N 72'-02'-59" W still along said northerly sideline a distance of 213.00 feet to a point; thence

5) N 87'-28'-18" W still along said northerly sideline a distance of 150.42 feet to a point; thence

6) N 72'-02'-59" W still along said northerly sideline a distance of 119.76 feet to a point; thence

Exhibit A
7) Westerly still along said northerly sideline on a curve to the right with a radius of 5669.65 feet, an arc length of 414.18 feet to a point in the division line between Tax Lot 1 in Tax Block 20003 and Tax Lot 1 in Tax Block 21203; thence

8) N 16'-12'-24" E along said division line a distance of 345.74 feet to a point; thence

9) N 57'-02'-36" W along another division line between said lots a distance of 755.70 feet to a point; thence

10) N 30'-13'-39" E through existing Tax Lot 1 in Tax Block 20003 a distance of 64.44 feet to a point; thence

11) N 56'-09'-58" W still through said Tax Block 20003 Lot 1 a distance of 1017.23 feet to a point; thence

12) N 42'-52'-32" E a distance of 388.83 feet to a point; thence

13) N 34'-52'-32" E a distance of 570.20 feet to a point in the westerly sideline of Cooper Road; thence

14) S 63'-27'-17" E along said westerly sideline of Cooper Road a distance of 74.28 feet to a point; thence

15) Easterly still along said westerly sideline on a curve to the right with a radius of 780.57 feet, an arc length of 333.95 feet to a point; thence
16) S 38'-56'-32" E  still along said westerly sideline a 
distance of 372.04 feet to a point; thence

17) Southerly  still along said westerly sideline
on a curve to the left with a radius
of 1870.43 feet, an arc length of
253.00 feet to a point; thence

18) S 46'-41'-32" E  still along said westerly sideline a 
distance of 114.39 feet to a point; thence

19) S 47'-09-23" E  still along said westerly sideline a 
distance of 182.91 feet to a point; thence

20) S 52'-34'-14" E  still along said westerly sideline a 
distance of 92.82 feet to a point; thence

21) Southerly  still along said westerly sideline a
on a curve to the left with a radius
of 950.00 feet, an arc length of
66.32 feet to a point; thence

22) S 56'-34'-14" E  still along said westerly sideline a 
distance of 25.38 feet to a point; thence

23) S 54'-12'-57" E  still along said westerly sideline a 
distance of 317.75 feet to a point; thence

24) Southerly  still along said westerly sideline
on a curve to the right with a
radius of 250.00 feet, an arc length
of 33.46 feet to a point; thence
25) Southerly still along said westerly sideline on a curve to the right with a radius of 1949.99 feet, an arc length of 82.04 feet to a point; thence
26) S 32'-02'-53" E still along said westerly sideline a distance of 202.91 feet to a point; thence
27) S 27'-19'-53" E still along said westerly sideline a distance of 114.46 feet to a point; thence
28) S 14'-54'-23" E still along said westerly sideline a distance of 105.78 feet to a point; thence
29) S 17'-31'-43" E still along said westerly sideline a distance of 32.91 feet to a point; thence
30) S 29'-48'-43" E still along said westerly sideline a distance of 102.56 feet to a point; thence
31) S 35'-14'-43" E still along said westerly sideline a distance of 144.66 feet to a point; thence
32) S 27'-26'-43" E still along said westerly sideline a distance of 58.12 feet to a point; thence
33) S 18'-21'-36" E still along said westerly sideline a distance of 171.53 feet to a point; thence
34) S 17'-46'-06" E still along said westerly sideline a distance of 213.50 feet to a point; thence

35) S 15'-37'-13" E still along said westerly sideline a distance of 104.87 feet to a point; thence

36) S 40'-19'-58" E still along said westerly sideline a distance of 55.00 feet to the point of beginning.
SCHEDULE B

MORRIS COUNTY HISTORIC PRESERVATION TRUST FUND
HISTORIC PRESERVATION EASEMENT
BASELINE INVENTORY OF PROTECTED FEATURES

PROPERTY NAME
Ayres Farm House

PROTECTED PROPERTY FEATURES

<table>
<thead>
<tr>
<th>X</th>
<th>SITE FEATURES (if not applicable, go to Exterior):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Natural Features</td>
</tr>
<tr>
<td></td>
<td>N/A Trees/Shrubs:</td>
</tr>
<tr>
<td></td>
<td>N/A Lawns/Vegetation/Ground Cover:</td>
</tr>
<tr>
<td></td>
<td>N/A Streams/Ponds/Wetlands:</td>
</tr>
<tr>
<td></td>
<td>N/A Topographical Features:</td>
</tr>
<tr>
<td></td>
<td>N/A Other:</td>
</tr>
<tr>
<td></td>
<td>Manmade Features</td>
</tr>
<tr>
<td></td>
<td>N/A Benches/Site Furnishings/Gazebos:</td>
</tr>
<tr>
<td></td>
<td>N/A Fences/Walls/Gates:</td>
</tr>
<tr>
<td></td>
<td>N/A Drain Inlets/Catch Basins/Drain Pipes:</td>
</tr>
<tr>
<td></td>
<td>N/A Roads/Driveways/Sidewalks:</td>
</tr>
<tr>
<td></td>
<td>N/A Parking Lots:</td>
</tr>
<tr>
<td></td>
<td>N/A Curbs:</td>
</tr>
<tr>
<td></td>
<td>N/A Signs:</td>
</tr>
<tr>
<td></td>
<td>N/A Archaeological Resources:</td>
</tr>
<tr>
<td></td>
<td>N/A Other:</td>
</tr>
<tr>
<td></td>
<td>Other</td>
</tr>
</tbody>
</table>

| X | All other SITE features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments. |

<table>
<thead>
<tr>
<th>X</th>
<th>EXTERIOR FEATURES (If not applicable, go to Interior):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List building(s) protected by Easement:</td>
</tr>
<tr>
<td></td>
<td>Ayres Farm House</td>
</tr>
</tbody>
</table>
(The below features refer to the main house unless otherwise noted)

Roof
- Roof Covering: Exterior Restoration
- Roof Sheathing: Exterior Restoration
- Flashing: Exterior Restoration
- Chimneys: Exterior Restoration
- Roof Penetrations/Decorations: Exterior Restoration
- Gutters/Downspouts: Exterior Restoration
- Cornice: Exterior Restoration
- Trim: Exterior Restoration
- N/A Other:

Facades
- Walls: Exterior Restoration
- Windows (Openings/Frames/Sash/Trim): Exterior Restoration
- Doors (Openings/Frames/Door Units): Exterior Restoration
- Attachments (Shutters/Signs/Awnings): Exterior Restoration
- Foundation: Exterior Restoration
- N/A Other:

Appurtenances
- Steps/Stairs: Front steps: Exterior Restoration
- Landings/Slabs: Exterior Restoration
- Porches: Exterior Restoration
- N/A Balconies:
- N/A Light Fixtures:
- N/A Other:

Other
- All supporting structural members
- All other EXTERIOR features referenced in documents filed or to be filed at the County of Morris, including grant applications made to the Morris County Historic Preservation Trust Fund, including all future amendments.

X INTERIOR FEATURES
List space(s) in building(s) protected by easement. (Include name of building if more than one. Spaces are marked and delineated on attached floor plan(s))

Finishes
- N/A Floors:
- N/A Walls:
- N/A Ceilings:
- N/A Molding/Trim:
- N/A Other:
Overview of Existing Documentation

1. Preservation Plans by Mark Hewitt Architect, dated July 2004
3. Photographs: Progress/Final photos

All as submitted by the Grantor as related to grant activities and from the 2004 and 2005 grant applications.
The scope of work of the 2004 and 2005 grants includes: Exterior restoration including repair/replicate doors, windows and shutters, remove asbestos shingles, repair/replace wood clapboards and repaint exterior; main roof, porch roof, chimney repair.

2004 Grant: $89,392
2005 Grant: $56,181
X As this Property IS NOT now ACCESSIBLE to the public, public openings are required. The SITE and/or INTERIOR of the Property is/are to be open to the public a minimum of 6 hours a day at reasonable spaced intervals a minimum of 12 days in any calendar year during the term of this Easement specified in Paragraph 2. If the hours of public access are not permanently posted or additional hours are required under this Easement, a sign advertising each opening is to be maintained on the property in public view beginning one week before, and on the day of public access, or public notice is to be placed in an appropriate local newspaper.

X As this Property IS now ACCESSIBLE to the public, no additional access is required. The SITE of the Property must remain generally accessible to the public for the term of this easement.
State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Names(s)

Thomas W. Andes

Current Resident Address:

1 St. Mary's Place

Street:

City, Town, Post Office

Denville

State

NJ

Zip Code

07834

PROPERTY INFORMATION (Brief Property Description)

Block(s) Lot(s) Qualifier

20033 1

Street Address:

25 Cooper Road

City, Town, Post Office

Denville

State

NJ

Zip Code

07834

Seller's Percentage of Ownership Consideration Closing Date

100% $1.00

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 10 apply to Residents and Non-residents)

1. ☐ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.

2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.

3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.

4. ☐ Seller, transferee or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.

6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).

☐ No non-like kind property received.

8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

9. ☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.

10. ☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

__________________________
Date

__________________________
Thomas W. Andes, Mayor
(Seller) Please indicate if Power of Attorney or Attorney in Fact

__________________________
Date

__________________________
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact
STATE OF NEW JERSEY
COUNTY Morris

MUNICIPALITY OF PROPERTY LOCATION Denville Township

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)
Deponent, Thomas W. Ander, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Granter in a deed dated 2015 transferring real property identified as Block number 20003

25 Cooper Road, Denville

(2) CONSIDERATION $ 1,00 (Instructions #1 and #5 on reverse side) X no prior mortgage to which property is subject.

(3) Property transferred is Class 4A (Commerical) property transactions:

A. SENIOR CITIZEN Granter(s) 62 years of age or over.* (Instruction #6 on reverse side for A or B)
B. BLIND PERSON Granter(s) legally blind or permanently and totally disabled not gainfully employed

* Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s): More reference to exemption symbol is insufficient. Explain in detail.


(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to granter(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so voids claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

A. NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

(6) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #17, #14 on reverse side)

(7) RELATIVE OF GRANTEE (Instructions #18, #19, #20 on reverse side)

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record this deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this day of , 20 15

Thomas W. Ander, Mayor

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 281
TRENTON, NJ 08625-0281

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at: www.state.nj.us/treasury/taxation/realtytransfer.shtml
Request for Approval Form

Name of person preparing form: ____________________________

Title: ______________________________________________________

Organization: _______________________________________________

Address: _____________________________________________________

Phone: _______________________________________________________

Name of Property: _____________________________________________

Address: _____________________________________________________

1. Description of proposed project (Attach site plans, architectural drawings, and any other pertinent documentation):

2. Reasons for undertaking project:

3. Protected Features potentially affected by proposed project (Refer to Easement Agreement):

4. Name(s), Address(es), Telephone Number(s) of Consultant(s) involved in the project:

By signing below, I certify that the above statements are true to the best of my knowledge:

Signature: ________________________________

Date: ________________________________

Mail this form with supporting documentation to:

Morris County Dept. of Planning & Public Works
P.O. Box 900, Morristown, NJ 07963-0900
Annual Report Form

Name of person preparing form: ____________________________________________
Title: ________________________________________________________________
Organization: __________________________________________________________
Address: ______________________________________________________________
Phone: _________________________________________________________________

Name of Project: _______________________________________________________

PHYSICAL CONDITION

1. Briefly describe all maintenance performed to the property in the past year, including
   housekeeping (if the Easement covers one of more structures), grounds keeping (if the
   Easement covers landscape features), and routine maintenance.

2. Is the maintenance described above based on a formal maintenance plan for the property?
   Yes __________   No __________

3. Submit a minimum of 12 photographs depicting the property features protected by the
   easement. Photograph prints should be at least 3" x 5". The same pictures must also be
   presented on a CD using the attached photo submission format.

4. Briefly describe projects for which Grantor sought County authorization in the past year.
   Provide dates of Request for Approval Form(s) and County authorization letter(s).

5. If prior authorization was not sought for a project started during the past year, or if a project
   is planned for the upcoming year, submit a Request for Approval Form and the required
   supporting documentation.

PUBLIC ACCESS

State the days and hours the property was open to the public during the past year. Submit copies
of announcements, public notices and other materials used to publicize the openings.
USE

Has the use of the property as indicated in the Easement changed over the past twelve months?
Yes ______  No ______

If yes, please explain.

CONVEYANCE

1. Has the ownership of the property changed in the past twelve months? Yes____ No ____
   If yes, provide name(s), address(es) and telephone number(s) of new owners below.

2. Is the property or will the property be for sale within the next twelve months?
   Yes____  No____
   If yes, provide name(s), address(es) and telephone number(s) of potential transferees below.

COMPLIANCE WITH INSURANCE REQUIREMENTS

Submit copies of receipts for payment of liability and fire insurance premiums, or documentation of self-insurance.

By signing below, I certify that the above statements are true to the best of my knowledge:

Signature: ______________________________________________________

Title: ___________________________________________________________

Date: ___________________________________________________________

Mail this form with supporting documentation to:

Morris County Historic Preservation Trust Fund
Morris County Dept. of Planning & Public Works
P.O. Box 900, Morristown, NJ 07963-0900
Standard Photograph Submission Format

1. Hard copies of each photo must be submitted to the Morris County Dept. of Planning & Public Works.

2. The same images must also be presented in electronic format. Insert the images into the Word or PowerPoint template, with no more than two images per page (top and bottom in a portrait format), with the Labels (Description of activities shown in photo, e.g., window #, direction/orientation if applicable) and date (mm/dd/yyyy) picture taken indicated for both pictures. In the header of the document, include the Project Name, Project Grant Year, Location, Title of Submission (e.g., progress pictures, for Certificate of Payment dated mm/dd/yyyy, easement reporting, etc.), and a short Project Description and Date of Submission (information in the header should appear on every page).

The Word or PowerPoint file can be submitted as an attachment to an email. If the file is more than 10 MB in size, the County email system may block it. In that case, the file can be submitted on a CD.
RESOLUTION

WHEREAS, the Open Public Meetings Act P.L. 1974, Chapter 231 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist;

NOW, THEREFORE, BE IT RESOLVED, BY THE Municipal Council of the Township of Denville, that the public shall be excluded from discussion of the following matter(s):

- A confidential matter, under Federal Law or State Statute, or rule of court
- A matter in which the release of information would impair a right to receive funds from the Government of the United States
- Material the disclosure of which constitutes an unwarranted invasion of privacy
- A collective bargaining agreement, including the negotiation of terms and conditions of employment, evaluation of the performance of promotion or disciplining of a specific prospective public officer or employee employed or appointed by the public body
- Tactics and techniques utilized in protecting the safety and property of the public, including investigations of violations or possible violations of the law
- Pending or anticipated litigation or contract negotiation other than in section (4) herein which the public body is, or may become a party, specifically __________________________
  __________
- Matters falling within the attorney-client privilege and/or anticipated litigation – 19 Oak Street
- A matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of a specific prospective public officer or employee employed or appointed by the public body
- Deliberations occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit

BE IT FURTHER RESOLVED that minutes will be kept on file in the municipal clerk’s office, and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes shall be made public.

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 9, 2015.

Certification date: __________________________

Kathryn M. Bowditch, RMC
Municipal Clerk