TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
January 20, 2015, 7:30 P.M.

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

Council Members

Gabel
Kuser
Smith
Fitzpatrick
Lyden
Scollans
Golinski, Council President

In Attendance

Mayor Andes
Administrator Ward
Township Attorney Jansen
Other: ____________________

CEREMONIAL MATTERS & PRESENTATIONS
(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

NONE

ORDINANCES FOR INTRODUCTION

#01-15 An Ordinance to Amend Chapter IV, General Licensing, Section 4-7, Peddlers and Solicitors, of the Revised General Ordinances of the Township of Denville, Morris County, New Jersey

ITEMS FOR DISCUSSION AND/OR ACTION

Discussion of CDGB Grant Application
Senior Citizen Center Proposed Upgrade of Bathroom Facilities
CONSENT AGENDA:

R-15-24: Resolution Authorizing Raffle License(s) in the Township of Denville.

R-15-25: Resolution Accepting a Dedicated Right-of-Way Easement at 41 Freeman Lane.


R-15-27: Resolution Authorizing the Conveyance of a Historic Preservation Easement to the County of Morris for the Ayres-Knuth Farm.

R-15-28: Resolution Authorizing a Refund of a COAH Development Fee in the Amount of $6.00.


R-15-30: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to a Mayoral Appointment to the Green Sustainable Committee and C.E.R.T.


NON-CONSENT RESOLUTIONS:

R-15-32: Resolution Authorizing the Award of the Contract for the Rockaway River Water Course Cleaning Project, Phase II.


R-15-34: Resolution Authorizing the Award of a Professional Services Contract for Engineering Services for the Year 2015.

R-15-35 Resolution Authorizing the Award of a Professional Services Contract for Professional Planning Services for the Year 2015.


R-15-38: Resolution Refunding the Payment of Taxes Overpaid Due to Judgment By the Tax Court of New Jersey in the Amount of $711,360.00.

MINUTES FOR ADOPTION

- December 16, 2014
- January 6, 2015

MOTION TO ADJOURN
ORDINANCE #01-15

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Amend Chapter IV, General Licensing, Section 4-7, Peddlers and Solicitors, of the Revised General Ordinances of the Township of Denville, Morris County, New Jersey

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance to Amend Chapter IV, General Licensing, Section 4-7, Peddlers and Solicitors, of the Revised General Ordinances of the Township of Denville, Morris County, New Jersey

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 02-17-15 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: 1-20-15
ORDINANCE NO. 01-15

AN ORDINANCE TO AMEND CHAPTER IV, GENERAL LICENSING, SECTION 4-7, PEDDLERS AND SOLICITORS, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF DENVILLE, MORRIS COUNTY, NEW JERSEY

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 IV, General Licensing, Section 4-7, Peddlers and Solicitors, of the Revised General Ordinances of the Township of Denville, is hereby amended in the following particulars only:

a. §4-7.3, Exemptions, paragraph c, subparagraph (1) item (a); is hereby amended to read as follows:

“(a) Any such person shall, at least two business days prior to the commencement of such noncommercial canvassing or solicitation, present himself to the office of the township clerk and shall provide said township clerk with the following written information:"

b. §4-7.4, Application for License, paragraph o is hereby amended to read as follows:

“o. Completion of the New Jersey Universal Fingerprint Form for Local Ordinance (available at the New Jersey State Police Internet Web site, www.njsp.org, or the Police Department) and follow the instructions for obtaining a criminal history background check, which includes making an appointment to be fingerprinted by the state contract vendor. Applicants who fail to obtain a criminal history background check shall not receive a license.”

c. §4-7.7, Identification, is hereby amended to read as follows:

“The Township Clerk shall issue to each licensee at the time of delivery of his license a badge which shall, during the time such licensee is engaged in solicitation activities, be worn constantly by the licensee on the front of his outer garment in such a way as to be visible to a person facing him. If the badge becomes damaged or obscured the solicitor shall return it to the Township Clerk and receive another badge.

The badge shall have a photograph of the solicitor affixed to it and shall be used only by the person to whom it was issued and may not be transferred to any other person. The badge shall be surrendered
to the Township Clerk at the time the license expires.

Every holder of a solicitor’s license issued by the Township Clerk, or by the Morris County Clerk under the authority of N.J.S.A. 45:24-9 and -10, shall be required to carry his or her license while engaged in the business or activity licensed, within the corporate limits of the Township. He or she shall produce such license at the request of any official of the Township or of any resident of the Township with whom he or she wishes to conduct his or her business or activity.”

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       THOMAS W. ANDES, Mayor
Municipal Clerk

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

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>11th Hour Animal Rescue, Inc.</td>
<td>OnPrem 50/50</td>
<td>2-8-15</td>
</tr>
<tr>
<td>PTA Wm. Davenport</td>
<td>Tricky Tray</td>
<td>3-14-15</td>
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<tr>
<td>PTA Wm. Davenport</td>
<td>On Prem. 50/50</td>
<td>3-14-15</td>
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<td>PTA Wm. Davenport</td>
<td>Off Prem. 50/50</td>
<td>3-14-15</td>
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<tr>
<td>PTA Wm. Davenport</td>
<td>Tricky Tray</td>
<td>5-16-15</td>
</tr>
<tr>
<td>PTA Wm. Davenport</td>
<td>On Prem. 50/50</td>
<td>5-16-15</td>
</tr>
<tr>
<td>Foundation of Denville</td>
<td>Casino Night</td>
<td>3-21-15</td>
</tr>
<tr>
<td>Foundation of Denville</td>
<td>On Prem 50/50</td>
<td>3-21-15</td>
</tr>
<tr>
<td>PTA A. R. Spinola School</td>
<td>On Prem 50/50</td>
<td>2-7-15</td>
</tr>
<tr>
<td>PTA – Valleyview School</td>
<td>OffPrem 50/50</td>
<td>Amended Date of drawing 4-17-15</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of a resolution approved by the Municipal Council at their meeting held on January 20, 2015.

CERTIFICATION DATE: ____________________________

Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION

WHEREAS, Todd and Eileen Charney have dedicated a right-of-way easement, across property known as Block 70401, Lot 56 and located at 41 Freeman Lane, Denville, New Jersey to the Township by Deed of Easement, dated December 15, 2014; and

WHEREAS, the Township Engineer and the Township Attorney have reviewed and approved the Deed of 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. That the Deed of Easement, dated December 15, 2014, be accepted by the Township and that the Township Attorney be authorized to record same.
2. 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 January 20, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
                                             Municipal Clerk
DEED OF EASEMENT

This Deed is made on December 15, 2014

BETWEEN

TODD CHARNEY AND EILEEN CHARNEY, husband and wife

whose address is 21 Freeman Lane, Denville, New Jersey 07834

AND

TOWNSHIP OF DENVILLE a Municipal Corporation of the State of New Jersey,

whose post office address is Municipal Building, 1 St. Mary’s Place, Denville, NJ 07834

The word “Grantee” shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of -------------------------------

------------------------ONE AND NO/100 DOLLAR ($1.00)------------------------------------

The Grantor acknowledges receipt of this money.

Tax Map Reference. Municipality of Township of Denville, County of Morris
Block No. 70401 Portion of Lot No. 56 Account No. 

No property tax identification number is available on the date of this deed.

Property. The property consists of right of way on the land in the Township of Denville, County of Morris, State of New Jersey. The legal description is as set forth on the attached Schedule A.

The Grantor hereby grants the easement set forth herein, as a perpetual easement for the designated purpose to the Grantee, and its successors and assigns.

The easement granted herein is for right-of-way for use by the public for roadway purposes on, across, under and through that certain lot, tract or parcel of land and premises more particularly described as follows:

Beginning at a point on the northerly sideline of Freeman Lane (33 feet in width), said point being a corner common to Lots 38 and 56 in Block 70401 and running thence,
1) Along a line common to Lots 38 and 56 in Block 70401 north 48°40'40" east 9.53 feet to a point and running thence,

2) By a arc through Lot 56 on a curve to the right having a radius of 749.86 feet, a central angle of 13°18'43" and a length of 174.22 feet (note: this course has a chord bearing of south 07°56'58" east and a chord distance of 173.83 feet) to a point and running thence,

3) Along a line common to Lots 56 and 55 in Block 70401 south 48°40'40" west 11.15 feet to a point on the northerly sideline of Freeman Lane and running thence,

4) Along the northerly sideline of Freeman Lane on a curve to the left having a radius of 741.36 feet, a central angle of 13°32'04" and a length of 175.13 feet (note: this course has a chord bearing of north 07°30'30" west and a chord distance of 174.72 feet) to the point and place of beginning.

Containing 1,484 square feet, more or less.

The above description having been drawn in accordance with a plan entitled "Proposed Roadway Easement Plan, Block 70401 Lot 56, Township of Denville, Morris County, New Jersey", dated November 17, 2014 by Bricker and Associates, Inc.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of this page.

Witnessed by: [Signature]

SHERIKA LUGAY
Notary Public
State of New Jersey
By Commission Expires Sep 10, 2019

[Seal]

Todd Charney
Eileen Charney (Seal)
STATE OF NEW JERSEY, COUNTY OF MORRIS SS:

I CERTIFY that on 12/15/2014,

Todd Charney and Eileen Charney, husband and wife, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;
(b) signed, sealed and delivered this Deed as his or her act and deed; and
(c) made this Deed for $ 1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

SHERIKA LUGAY
Notary Public
State of New Jersey
My Commission Expires Sep 10, 2019

Record and return to:
Paula J. DeBona
Jansen & DeBona, LLC
413 West Main Street
Boonton, NJ 07005
STATE OF NEW JERSEY

C. LOW

General Purpose Fees, as applicable. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and Excess portions of the Local Real Estate Tax. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation. If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Todd Charney, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated 1/28/2014 transferring real property identified as Block number 70421 Loc number Portion of 66 located at 21 Freeman Lane, Denville, NJ 07834 and annexed thereto.

(2) CONSIDERATION $1,000 (Instructions #1 and #5 on reverse side) [no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (Circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(4) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (Instructions #5 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

$ + % = $

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

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

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1958, as amended through C. 66, P.L. 2004, for the following reason(s). More reference to exemption symbol is insufficient. Explain in detail.

Grantee is a municipality of the State of New Jersey.

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

Entirely new improvement.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #6, #12, #14 on reverse side)

No prior mortgage assumed or to which property is subject at time of sale.

(8) Deponent makes this Affidavit to induce county clerk or registrar of deeds to record the deed and accept the fee submitted herein in accordance with the provisions of Chapter 49, P.L. 1958, as amended through Chapter 33, P.L. 2006.

Claudia Nan Botto
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 30, 2014

FOR OFFICIAL USE ONLY

Instrument Number: County:
Deed Number: Book:
Deed Date: Page:
Date Recorded:

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/lpufaxatn.shtml.
RESOLUTION

WHEREAS, Estling Village, LLC, a Limited Liability Company has dedicated an access easement and an utility easement to the Township by an Easement dated December 15, 2014, in connection with the Estling Village development; and

WHEREAS, the Township Engineer has approved the description and the Township Attorney has reviewed and approved the Grant of Easement as to legal form.

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

1. That the Easement dated December 15, 2014 for access and utility easement purposes in connection with the Estling Village development, be accepted by the Township and that the Township Attorney be authorized to record same.

2. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: KATHRYN M. BOWDITCH, RMC MUNICIPAL CLERK
2. **Grant of Easement.** In consideration for $1.00 and other good and valuable consideration, Grantor hereby grants and conveys to Grantee an access and utility easement over the area described in Exhibit A (the "Easement Area"). The access easement granted herein is for a right-of-way for use by the public for roadway purposes on, across and through the Easement Area. Grantor hereby grants the utility easement set forth herein, as a perpetual easement for purposes of the construction, reconstruction and maintenance of water and sewer lines to the Grantee, and its successors and assigns. Together with the right and privilege, upon notice to the Grantor, to enter said premises, or any part thereof, for the purpose of constructing, reconstructing and maintaining said sewer line and water line, and for making connections therewith; all upon the conditions that the Grantee will at all times, after doing any work in connection with the construction, reconstruction or repair of said sewer line or water line, or any lateral thereof, restore said premises to the condition in which same were found before such work was undertaken, and that in the use of said rights and privileges herein granted the Grantee will not create a nuisance or do
any act that will be detrimental to said premises. Grantor also hereby grants and conveys to
Grantee an easement to discharge storm water into the Grantor’s drainage system located on the
Property, all in accordance with applicable regulations and the Plans.

3. **Term of Easement.** The easement rights granted herein shall be perpetual and
shall be possessed and enjoyed by Grantee, its successors and assigns, in perpetuity. This
Easement shall run with the land and shall be binding upon and inure to the benefit of the
Grantor and Grantee, and their successors and assigns.

4. **Complete Agreement.** This Agreement constitutes the complete and only
agreement among Grantor and Grantee regarding the subject matter hereof. This Agreement
shall supersede all prior agreements, grants, reservations of rights and/or understandings with
respect to the subject matter hereof.

**WITNESS:**

**GRANTOR:**

ESTLING VILLAGE, L.L.C.
A New Jersey limited liability company

By: [Signature]

Joseph Forgione, Managing Member

[Signature]
BE IT REMEMBERED THAT on the 15th day of December, 2014, before me, the subscriber, a Notary Public of New Jersey, personally appeared Joseph Forgione, who, being by me duly sworn on his oath, depose and make proof to my satisfaction that he is the Managing Member of Estling Village, L.L.C., the limited liability company named in this document; that the execution as well as the making of this document has been fully authorized by the limited liability company, and said document signed and delivered by the said Member as and for the voluntary act and deed of said limited liability company, in the presence of deponent who thereupon subscribed his name thereto as attesting witness.

Notary Public of New Jersey

Craig W. Alexander
AN ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY
DESCRIPTION OF A VARIABLE WIDTH ACCESS AND UTILITY EASEMENT SITUATED IN THE TOWNSHIP OF DENVILLE, MORRIS COUNTY, NEW JERSEY.

BEING a portion of Lot 6, Block 30601 as shown on plans entitled "Preliminary and Final Site Plan For Estling Village, Block 30601, Lot 6, Township of Denville, Morris County, New Jersey" dated October 18, 2013 and revised to August 27, 2014 and prepared by Omland Engineering Associates, Inc., as further shown on map entitled "Exhibit, Utility & Access Easement, Estling Village, Block 30601, Lot 6, Township of Denville, Morris County, New Jersey" dated November 20, 2014 and prepared by Omland Engineering Associates, Inc. and attached hereto, more particularly described as follows:

BEGINNING at a point in the division line between said Lot 6 and Lot 2, Block 30001 where same is intersected by the division line between said Lot 6 and Lot 4, Block 80001, said Lot 4 being lands of Conrail Main Stem (Formerly Erie Lackawanna RR) Morris & Essex Division Main Line, and running; Thence

1) Along said division line between Lots 4 and 6, North 87°54'19" East, 28.02 feet to a point in same; Thence, by a new line through said Lot 6 the following 10 courses

2) South 58°30'50" East, 246.60 feet to an angle point in same; Thence
3) South 60°53'28" East, 126.54 feet to an angle point in same; Thence
4) South 63°32'33" East, 172.27 feet to an angle point in same; Thence
5) North 84°09'16" East, 83.45 feet to a point of curve in same; Thence
6) Along a curve to the left having a radius of 484.00 feet, an arc length of 42.19 feet, the chord of which bears North 81°39'26" East, 42.17 feet, to a point of tangency in same; Thence
7) North 79°09'37" East, 216.86 feet to a point of curve in same; Thence
8) Along a curve to the left having a radius of 984.00 feet, an arc length of 31.31 feet, the chord of which bears North 78°14'56" East, 31.31 feet, to a point of tangency in same; Thence
9) North 77°20'15" East, 367.21 feet to a point of curve in same; Thence
10) Along a curve to the right having a radius of 216.00 feet, an arc length of 40.17 feet, the chord of which bears North 82°39'56" East, 40.11 feet, to a point of tangency in same; Thence
11) North 87°59'37" East, 30.49 feet to a point where same is intersected by the division line between said Lot 6 and Lot 19, Block 30601; Thence

12) Along said division line, South 02°05'41" East, 12.76 feet to a point where same is intersected by the centerline of the travelled way known as Estling Lake Road; Thence, along said centerline the following 4 courses

13) South 78°07'33" West, 726.70 feet to a point of curve in same; Thence

14) Along a curve to the right having a radius of 225.00 feet, an arc length of 168.92 feet, the chord of which bears North 80°21'59" West, 164.98 feet, to a point of tangency in same; Thence

15) North 58°51'30" West, 456.69 feet to a point of curve in same; Thence

16) Along a curve to the left having a radius of 107.00 feet, an arc length of 38.41 feet, the chord of which bears North 69°08'35" West, 38.21 feet, to a point where same is intersected by the aforesaid division line between Lot 6 and Lot 2; Thence

17) Along said division line, North 02°06'04" West, 2.51 feet to the aforesaid point of BEGINNING.

Containing 22,496 square feet or 0.5164 acres more or less. Subject to easements and restrictions of record.

This description was prepared by:

Kevin P. Bollinger, P.E.
Omland Engineering Associates, Inc.
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 January 20, 2015.
WHEREAS, the Property possesses historic, aesthetic, or cultural significance to Granter 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, the Granter is the sole and exclusive owner of the Property; 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

WHERExAS, 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

DEED OF HISTORIC PRESERVATION EASEMENT

THIS DEED OF HISTORIC PRESERVATION EASEMENT made

Between the Township of Denville, having an address at #1 St. Mary's Place, Denville, NJ 07834, hereinafter referred to as the "Grantor";

And MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS, having an address at P.O. Box 900, Morristown, NJ 07963-0900, hereinafter referred to as the "Grantee".

Grantor grants and conveys to the Grantee a historic preservation easement (hereinafter the "Easement") on Grantor's property located in the Township of Denville, County of Morris, more fully described in Schedule A annexed hereto (hereinafter the "Property") for and in consideration of the sum of ONE DOLLAR ($1.00) and a matching grant from Grantee to restore, rehabilitate, stabilize, and/or preserve the Property for the continuing benefit of the people of the County of Morris (hereinafter the "Grant").

The tax map reference for the Property is:

Denville Twp.
Block 20003, Lot 1

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

DEED OF HISTORIC PRESERVATION EASEMENT

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Grantor grants and conveys to the Grantee a historic preservation easement (hereinafter the "Easement") on Grantor's property located in the Township of Denville, County of Morris, more fully described in Schedule A annexed hereto (hereinafter the "Property") for and in consideration of the sum of ONE DOLLAR ($1.00) and a matching grant from Grantee to restore, rehabilitate, stabilize, and/or preserve the Property for the continuing benefit of the people of the County of Morris (hereinafter the "Grant").

The tax map reference for the Property is:

Denville Twp.
Block 20003, Lot 1

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

DEED OF HISTORIC PRESERVATION EASEMENT

This Deed of Historic Preservation Easement made

Between the Township of Denville, having an address at #1 St. Mary's Place, Denville, NJ 07834, hereinafter referred to as the "Grantor";

And MORRIS COUNTY BOARD OF CHOSEN FREEHOLDERS, having an address at P.O. Box 900, Morristown, NJ 07963-0900, hereinafter referred to as the "Grantee".

Grantor grants and conveys to the Grantee a historic preservation easement (hereinafter the "Easement") on Grantor's property located in the Township of Denville, County of Morris, more fully described in Schedule A annexed hereto (hereinafter the "Property") for and in consideration of the sum of ONE DOLLAR ($1.00) and a matching grant from Grantee to restore, rehabilitate, stabilize, and/or preserve the Property for the continuing benefit of the people of the County of Morris (hereinafter the "Grant").

The tax map reference for the Property is:

Denville Twp.
Block 20003, Lot 1

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

Daniel W. O'Mullan, Esq.
Morris County Counsel
P. O. Box 900
Morristown, NJ 07963

Record and Return to:
Daniel W. O'Mullan, Esq.
Morris County Counsel
P. O. Box 900
Morristown, NJ 07963

Prepared by:

Daniel W. O'Mullan, Esq.
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.
(d) To prevent deterioration of the Property, Grantee 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’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 brushhogged to prevent the growth of woody vegetation where none currently grows.

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

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

(h) 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.

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 The Secretary of the Interior’s Standards for the Treatment of Historic Properties, (36 CFR 800 et seq) (hereinafter the "Standards"). To determine the appropriateness of Grantor’s request for approval submitted in accordance with Paragraph 4, Grantee may consult records documenting the Property’s appearance including photographs and measured drawings, National or State Registers or other survey data, historic structure reports, existing condition surveys and other reports filed or to be filed at the County of Morris, New Jersey Historic Preservation Office and other appropriate places within the State. Grantor agrees to abide by the Standards in performing all repairs and maintenance.
7. **Reserved Rights.** Except as set forth in Paragraph 3, the following rights, uses, and activities of or by Granter 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 Granter 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.** Granter shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey 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. Granter 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. Granter 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.** Granter 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 or 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 Granter, 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 Granter) regardless of whether it is caused in part by a party indemnified hereunder.
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 Grantee shall be entitled to compensation from Grantor in the amount of the Grant.

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.

12. **Review After 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.

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.

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.
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
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.

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.

27. **Recordation.** Grantee shall record this instrument with the County of Morris.

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

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.

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.

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.

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.

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 Grantor'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.

20. **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.

19. **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.

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12. **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.

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10. **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.

9. **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.
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’s/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: ______________________

ATTEST:

By: ______________________

Print Name: ______________________

GRANTOR:

Print Name: ______________________

GRANTEE:

By: ______________________

Freeholder Director

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 ________ of Denville Township, the Grantor in this agreement.

(b) this person is the attesting witness to the signing of this Agreement by the proper official who is the ________ 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 or:

______________________________

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:

See attached Exhibit A
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 37'-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
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'-62'-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**

**X** SITE FEATURES (if not applicable, go to Exterior):

- **Natural Features**
  - N/A Trees/Shrubs:
  - N/A Lawns/Vegetation/Ground Cover:
  - N/A Streams/Ponds/Wetlands:
  - N/A Topographical Features:
  - N/A Other:

- **Mannmade Features**
  - N/A Benches/Site Furnishings/Gazebos:
  - N/A Fences/Walls/Gates:
  - N/A Drain Inlets/Catch Basins/Drain Pipes:
  - N/A Roads/Driveways/Sidewalks:
  - N/A Parking Lots:
  - N/A Curbs:
  - N/A Signs:
  - N/A Archaeological Resources:
  - N/A Other:

- **Other**
  - 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.

**X** EXTERIOR FEATURES (If not applicable, go to Interior):

- List building(s) protected by Easement:
  - Ayres Farm House
(The below features refer to the main house unless otherwise noted)

**Roof**
- X Roof Covering: Exterior Restoration
- X Roof Sheathing: Exterior Restoration
- X Flashing: Exterior Restoration
- X Chimneys: Exterior Restoration
- X Roof Penetrations/Decorations: Exterior Restoration
- X Gutters/Downspouts: Exterior Restoration
- X Cornice: Exterior Restoration
- X Trim: Exterior Restoration

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

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

**Other**
- X All supporting structural members
- X 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.

**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.

BASELINE DOCUMENTATION OF PROPERTY

As per Paragraph 5 of easement, County of Morris may consult records documenting the Property's appearance and condition filed or to be filed at the County of Morris, New Jersey Historic Preservation Office and at other places within the State.

Because existing documentation may not continue to reflect the actual appearance and condition of the property at the time of project completion, it will be supplemented by baseline information provided in the Progress Reports and/or documentation submitted by the Grantor.
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
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.

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.
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)

<table>
<thead>
<tr>
<th>Names(s)</th>
<th>Thomas W. Andes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Resident Address:</td>
<td>1 St. Mary's Place</td>
</tr>
<tr>
<td>City, Town, Post Office</td>
<td>Denville</td>
</tr>
<tr>
<td>Street:</td>
<td>25 Cooper Road</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip Code</td>
<td>07834</td>
</tr>
</tbody>
</table>

**PROPERTY INFORMATION** (Brief Property Description)

<table>
<thead>
<tr>
<th>Block(s)</th>
<th>Lot(s)</th>
<th>Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>20003</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address:</th>
<th>25 Cooper Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, Town, Post Office</td>
<td>Denville</td>
</tr>
<tr>
<td>State</td>
<td>NJ</td>
</tr>
<tr>
<td>Zip Code</td>
<td>07834</td>
</tr>
</tbody>
</table>

**Seller’s Percentage of Ownership**

<table>
<thead>
<tr>
<th>Consideration</th>
<th>Closing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**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. [x] Seller, transferor 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. [x] 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. [x] 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).

8. [ ] No non-like kind property received.

9. [ ] 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.

10. [ ] 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.

**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. Andes, 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, located at
25 Cooper Road, Denville

(2) CONSIDERATION $1,000 (Instructions #1 and #5 on reverse side) $ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

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

Director states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 68, P.L. 2004, for the following reason(s). More reference to exemption symbol is insufficient. Explain in detail.

GRANTOR is a municipality of the State of New Jersey, consideration is less than $100.

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

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void 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. 65, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN

B. BLIND PERSON

C. DISABLED PERSON

D. Low and Moderate Income Housing (Instruction #9 on reverse side)

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

F. RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

G. DEED DATED (Instructions #5 and 114 on reverse side)

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

Entirely new improvement.

Not previously occupied.

'NEW CONSTRUCTION' printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the 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 2015

Thomas W. Andes, Mayor
1 St. Mary's Place, Denville, NJ

Jansen & DeBona, LLC
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number

Deed Number

Book Page

County Municipal Code

State of New Jersey

TRENTON, NJ 08618-0251

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/localtax.shtml.
CONSTRUCTION DEPARTMENT
RESOLUTION AUTHORIZING A REFUND
OF A COAH DEVELOPMENT FEE

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

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

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher Castello</td>
<td>131032</td>
<td>$6.00</td>
<td>17-280-56-000</td>
</tr>
</tbody>
</table>

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 meeting held on January 20, 2015.

Certification date
Kathryn M. Bowditch, RMC
Municipal Clerk
WHEREAS, it has been found that the following overpayments have occurred due to reasons listed below.

NOW, THEREFORE, BE IT RESOLVED that the appropriate Municipal Official is hereby authorized and directed to prepare vouchers in the following names to refund said overpayments, due to said reason stated below.

BE IT FURTHER RESOLVED that the Chief Financial Officer shall forward the checks to the appropriate Municipal Official to be delivered to said taxpayers after the refund has been recorded in the taxpayer’s history file.

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>40515 12</td>
<td>Veteran Deduction</td>
<td>James P Trayner</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Granted after taxes</td>
<td>63 West Shore Rd.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Were paid for the year</td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loc: 63 W. Shore Rd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20901 1C2102</td>
<td>Too much paid after Veteran deduction</td>
<td>Theodore Miller</td>
<td>$249.99</td>
</tr>
<tr>
<td></td>
<td>Was granted for 2014</td>
<td>2102 Middlefield Ct.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loc: 2102 Middlefield Ct.</td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
<tr>
<td>50402 20</td>
<td>Veteran Deduction</td>
<td>Stephen F Tamburo</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Granted after taxes</td>
<td>41 Myers Ave.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Were paid for the year</td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loc: 41 Myers Ave.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>60101 15</td>
<td>Widow Deduction</td>
<td>Nancy B Sampson</td>
<td>$250.00</td>
</tr>
<tr>
<td></td>
<td>Granted after taxes</td>
<td>231 Diamond Spring Rd.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Were paid for the year</td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loc: 231 Diamond Spring Rd.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 meeting held on January 20, 2015.

Certification dated: _______________________________  Kathryn M. Bowditch, RMC
                                                   Municipal Clerk
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO A MAYORAL APPOINTMENT TO THE GREEN SUSTAINABLE COMMITTEE AND C.E.R.T.

WHEREAS, Thomas W. Andes, Mayor of the Township of Denville, wishes to appoint Susan Richter to the Township's Green Sustainable Committee and the Community Emergency Response Team (C.E.R.T.); and

WHEREAS, Mayor Andes is requesting the Council's advice and consent for these appointments.

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

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 meeting held on January 20, 2015.

Certification Dated: ____________________________

Kathryn M. Bowditch, RMC
Municipal Clerk
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 Sewer and a Tax Sale Certificate was purchased by US Bank Cust/PC5 Sterling National on Block 20901 Lot1 C2208; 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 person 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>20901 1 C2208</td>
<td>US Bank Cust/PC5 Sterling National</td>
<td></td>
</tr>
<tr>
<td></td>
<td>50 South 16th St. Ste 2050</td>
<td>$857.55</td>
</tr>
<tr>
<td></td>
<td>Mt: Freedom, NJ 07970</td>
<td></td>
</tr>
</tbody>
</table>

Certificate #2014-003
Loc: 2208 Middlefield Ct.

Premium Returned $800.00


CERTIFICATION DATED: KATHRYN M. BOWDITCH, RMC MUNICIPAL CLERK
RESOLUTION

WHEREAS, on December 18, 2014, the Township of Denville received seven bids for the Rockaway River Watercourse Cleaning Project, Phase II; and

WHEREAS, CMS Construction Inc. is the lowest responsible and responsive bidder with a bid of $69,500; and

WHEREAS, the Township Engineer has reviewed all of the bid proposals and has recommended that the Township award the contract to CMS Construction Inc.; and

WHEREAS, the Municipal Council wishes to award the contract for the Rockaway River Watercourse Cleaning Project, Phase II to CMS Construction Inc. in accordance with its bid proposal; 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 Rockaway River Watercourse Cleaning Project, Phase II is hereby awarded to CMS Construction Inc. in accordance with its bid for the price of $69,500.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with CMS Construction Inc., 152 Sherman Avenue, Newark, New Jersey 07114.

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 January 20, 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 01/06/15

CMS Construction Inc.
152 Sherman Ave.
Newark, NJ 07114
Name and Address of Contractor

Rockaway River Water Course Cleaning Project $69,500.00
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>Parks Budget</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-289-55-710</td>
<td>$69,500.00</td>
<td>$69,500.00</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 Grant Fund under the following line item account(s):

| 02-289-55-710 | $69,500.00 |

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

COMMENTS:
Fund availability are predicated on 2014 Budget Passage

CERT15-06

Michael J Guarino 01/06/15
Chief Financial Officer Date
RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS FOR 2015 PURSUANT TO N.J.S.A. 40A:11-12a

WHEREAS, the Township of Denville, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods and services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Denville has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Township of Denville intends to enter into contracts with the attached referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, that the Purchasing Agent is hereby authorized to purchase certain goods and services from those approved New Jersey State Contract Vendors on the attached lists “A”, “B”, “C” and “D” pursuant to all conditions of the individual State contracts; and

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Township of Denville and the Referenced State Contract Vendors, shall be from January 1, 2015 to December 31, 2015.

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 meeting held on January 20, 2015.

Certification Dated: ____________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
<table>
<thead>
<tr>
<th>STATE CONTRACT VENDOR</th>
<th>TITLE OF CONTRACT</th>
<th>CONTRACT #</th>
<th>Type#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawson Products, Inc.</td>
<td>Auto Parts for Heavy Duty Vehicles over 15,000</td>
<td>73736</td>
<td>T-2085</td>
</tr>
<tr>
<td>Campbell Foundry Co</td>
<td>Catch Basin Castings, inlets and Manholes</td>
<td>84205</td>
<td>T-0148</td>
</tr>
<tr>
<td>Ricoh America's Corporation</td>
<td>GSA/FSS reprographic schedule use</td>
<td>51464</td>
<td>T-1234</td>
</tr>
<tr>
<td>TILCON New York</td>
<td>HOT MIX ASPHALT (HMA), PICK-UP, DOT</td>
<td>86419</td>
<td>T-0155</td>
</tr>
<tr>
<td>WW Grainger, Inc.</td>
<td>Industrial/MRO Supplies &amp; Equipment</td>
<td>79875</td>
<td>M-0002</td>
</tr>
<tr>
<td>MSC Industrial Supply Co, Inc.</td>
<td>Industrial/MRO Supplies &amp; Equipment</td>
<td>79874</td>
<td>M-0002</td>
</tr>
<tr>
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## Term Contract Search by TNumber

Click Here to search more Term Contracts

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## Term Contract Search by TNumber

Click Here to search more Term Contracts

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<td>MPH INDUSTRIES INC</td>
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<td>POLGARD</td>
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<td>SIG</td>
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<td>T0106 12-x-21817</td>
<td>POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES &amp; SUPPLIES (SUPPLEMENTAL PROPOSAL)</td>
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<td>SMITHS DETECTION INC</td>
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<td>STOPTECH</td>
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<td>SURVIVAL ARMOR INC</td>
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<td>FILM LICENSE AND RENTAL - DEPARTMENT OF CORRECTIONS</td>
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<td>SWANK</td>
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<td>81339</td>
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<td>81353</td>
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<td>WHELEN ENGINEER</td>
<td>81336</td>
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## TERM CONTRACT SEARCH BY TNUMBER

Click Here to search more Term Contracts

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RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES FOR THE YEAR 2015

WHEREAS, the Township of Denville has a need to acquire professional engineering services without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Business Administrator has determined and certified in writing that the value of the services will exceed $17,500; and

WHEREAS, the anticipated term of the contract is one (1) year; and

WHEREAS, John K. Ruschke, P.E. of the firm of Hatch Mott MacDonald, LLC has submitted a proposal for 2015 indicating he will provide engineering services for an amount projected to exceed $17,500; and

WHEREAS, John K. Ruschke, P.E. has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm, Hatch Mott MacDonald, LLC, have not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit him and the firm from making any reportable contributions through the term of the contract; and

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

WHEREAS, the Township wishes to retain John K. Ruschke, P.E. of the firm Hatch Mott MacDonald, I.L.C as the Municipal Engineer; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for “professional services” without competitive bids and the contract itself must be available for public inspection.

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 authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with John K. Ruschke, P.E. of the firm Hatch Mott MacDonald, LLC, Perryville III, 53 Frontage Road, Hampton, New Jersey 08827 as Municipal Engineer for the year 2015.

2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services are exempt from the provisions of the bidding statutes in
that they are services rendered or performed by a person authorized by law to practice a recognized profession and are services which require knowledge of an advanced type in a field of learning acquired by a prolonged course of specialized instruction as distinguished from general academic instruction or apprenticeship and training.

3. The Business Entity Disclosure Certification and the Determinations of Value shall be placed on file with this resolution.

4. This resolution shall take effect as provided herein.

5. A notice of this action shall be printed once in The Citizen as required by 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 a resolution adopted by the Municipal Council of the Township of Denville at their meeting held on January 20, 2015.

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

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

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

(Hereinafter, "Township")

and:

JOHN K. RUSCHKE, P.E. of HATCH MOTT MACDONALD, LLC
11 Wood Avenue South Iselin, NJ 08830

(Hereinafter, "Engineer")

WITNESSETH:

WHEREAS, the Township of Denville wishes to retain and appoint John K. Ruschke, P.E. of Hatch Mott MacDonald, LLC of 11 Wood Avenue South, Iselin, New Jersey 08830 to provide professional engineering services to the Township as Municipal Engineer; and

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

WHEREAS, the Township wishes to enter into a written contract.

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

1. Engineer hereby agrees to provide professional engineering services to the Township of Denville. The services provided should include, but not be limited to, the following:

“Services” shall include all of the engineering services associated with the position of Municipal Engineer for the calendar year 2015.

2. The Engineer shall be compensated at an hourly rate of $125.00 for all professional engineering services rendered to the Township and to the Township’s Boards,
5. Engineer shall be available to attend Township Council meetings and meetings with municipal officials at their request.

6. 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.

7. A copy of Engineer's New Jersey Business Registration Certificate is attached hereto as Exhibit C.

8. Engineer is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to
The undersigned does hereby attest that Engineer, 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.

9. Political Contribution Disclosure. This contract has been awarded to Engineer based on the merits and abilities of Engineer 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 Engineer, 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.

10. The Engineer 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 duration of this agreement:

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<th>Policy Type</th>
<th>Limits of Liability</th>
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<td>Professional Liability:</td>
<td>$1,000,000 per occurrence</td>
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<tr>
<td>General Liability:</td>
<td>$1,000,000 per occurrence, combined single limit for bodily injury and property damage.</td>
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<td>Automobile:</td>
<td>$1,000,000 per occurrence, combined single limit for bodily injury and property damage.</td>
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<td>Worker’s Compensation:</td>
<td>Statutory coverage</td>
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<td>Umbrella:</td>
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The Certificate of Insurance must clearly indicate that the Township has been named as an additional insured on all of the Engineer’s general liability policies and shall contain a 30-day prior notice of cancellation to the Township.

11. Engineer agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, from and against any and all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors or omissions of the Engineer or its subcontractors or the officers, agents or employees of either while engaged in the performance of this Agreement.

The Engineer specifically agrees that this obligation to indemnify and hold the Township harmless shall include the responsibility to reimburse the Township for any and all costs, expenses, fees (including legal fees in defense of any claim), and all damages of every kind and description which may arise out of or relate to the Engineer’s negligent acts, errors or omissions relative to the performance of this Agreement.

12. In order to receive payments from any escrow or deposit account on deposit with the Township, Engineer agrees to submit vouchers on a monthly basis in accordance with the schedules and procedures established by such officer. These vouchers will identify, with specificity, the personnel performing the service, the date of service performance, the hours spent, the hourly rate, and the expenses incurred.

13. Prior to any payment from the Township pursuant to Section 12 above, the Township Administrator shall review and certify the voucher for accuracy.

14. The term of this Agreement shall be for one year from January 1, 2015, to December 31, 2015, or until further modified by the parties by agreement, in writing.
15. This Agreement is not assignable by either party.

ATTEST:

Kathryn M. Bowditch, Municipal Clerk

TOWNSHIP OF DENVILLE

By: ____________________________
Thomas W. Andes, Mayor

HATCH MOTT MACDONALD, LLC

By: ____________________________
John K. Ruschke, P.E.
Vice President

WITNESS:

By: ____________________________
STATE OF NEW JERSEY:

COUNTY OF MORRIS:

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 Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

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

Kathryn M. Bowditch, Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2015,

John K. Ruschke personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

A Notary Public of New Jersey
My Commission expires
**Invoices are payable within 30 days of invoice date.**

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

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**EXHIBIT A**

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**Denville Township**

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**2015 Hourly Rate Table**

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Municipal Engineer / Board Engineer ........................................................................................................ $125.00

Principals / Principal Project Manager ....................................................................................................... $130.00 to $200.00

Sr. Project Engineer / Sr. Project Manager ................................................................................................. $129.00 to $164.00

Sr. Project Geologist / Sr. Project Scientist ................................................................................................. $85.00 to $154.00

Sr. Specialist V / Sr. Designer V .................................................................................................................. $85.00 to $154.00

Sr. Inspector IV / Sr. Surveyor IV ................................................................................................................ $80.00 to $143.00

Project Engineer / Engineer IV / Project Architect / Architect IV / Project Manager ............................... $113.00 to $159.00

Project Geologist / Project Scientist .......................................................................................................... $80.00 to $143.00

Engineer II/III / Architect II/III ................................................................................................................... $80.00 to $142.00

Specialist III/IV / Designer III/IV ................................................................................................................ $70.00 to $123.00

Scientist II/III / Geologist II/III .................................................................................................................... $70.00 to $131.00

Engineer I / Architect I / Scientist I / Geologist I ........................................................................................ $70.00 to $108.00

Inspector II / Surveyor III ............................................................................................................................ $63.00 to $113.00

Assistant Surveyor II/II / Assistant Inspector II/II ....................................................................................... $54.00 to $108.00

Technicians ................................................................................................................................................. $41.00 to $98.00

Administration / Project Support .................................................................................................................. $42.00 to $88.00

Planning/Zoning Board Meeting Attendance ............................................................................................ $255.00 Per Meeting**

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* Hourly rates for special consultations and services in conjunction with litigation are available on request.
** Meeting attendance would be normally billed to the Escrow Account of applicants.

**NOTE:** HMM will not bill for expenses and travel time to and from the Township.

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**EXPENSES**

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Personal Auto / Company Auto .................................................................................................................... $0.5751 / mile

Company Vans / Company Pick-Up ............................................................................................................... $0.65 / mile

Photocopies & Offset Reproduction ............................................................................................................. Variable

UPS / Federal Express / Postage / Messenger Service ................................................................................ Variable

Subcontractors (including Contract Laboratory) ............................................................................................. Direct + 15%

Telephone .................................................................................................................................................... Variable

Field Equipment ............................................................................................................................................. Variable

Travel Lodging Per Diem ............................................................................................................................... As Incurred

1 per IRS standard mileage rate

---

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

December 12, 2014
EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval

- Certificate of Employee Information Report

- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:
HATCH MOTT MACDONALD I&E, LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#:
221-613-021000

SEQUENCE NUMBER:
1013535

ADDRESS:
27 BLEECKER STREET
MILLBURN NJ 07046-1008

ISSUANCE DATE:
09/16/03

EFFECTIVE DATE:
10/02

FORM-BRC(04.01)

EXHIBIT C

The Certificate is NOT assignable or transferable. It must be surrendered, destroyed, and kept in a safe place.

[Signature]
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL PLANNING SERVICES FOR THE YEAR 2015

WHEREAS, the Township of Denville has a need to acquire professional planning services without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Business Administrator has determined and certified in writing that the value of the services will exceed $17,500; and

WHEREAS, the anticipated term of the contract is one (1) year; and

WHEREAS, Jason L. Kasler, P.P. of the firm of Kasler Associates, PA has submitted a proposal for 2015 indicating he will provide professional planning services for an amount projected to exceed $17,500; and

WHEREAS, Jason L. Kasler, P.P. has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm, Kasler Associates PA, have not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit him and the firm from making any reportable contributions through the term of the contract; and

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

WHEREAS, the Township wishes to retain Jason L. Kasler, P.P. of the firm Kasler Associates PA as the Planning Consultant; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the Resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection.

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 authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Jason L. Kasler, P.P. of the firm Kasler Associates PA, 34 Little Brook Road, Springfield, New Jersey 07081 as Planning Consultant for the year 2015.

2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services are exempt from the provisions of the bidding statutes in
that they are services rendered or performed by a person authorized by law to practice a recognized profession and are services which require knowledge of an advanced type in a field of learning acquired by a prolonged course of specialized instruction as distinguished from general academic instruction or apprenticeship and training.

3. The Business Entity Disclosure Certification and the Determinations of Value shall be placed on file with this resolution.

4. This resolution shall take effect as provided herein.

5. A notice of this action shall be printed once in the Citizen as required by 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 a resolution adopted by the Municipal Council of the Township of Denville at their meeting held on January 20, 2015.
AGREEMENT

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

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

(Hereinafter, "Township")

and:

Kasler Associates, PA 34 Little Brook Road Springfield, New Jersey 07081

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Kasler Associates, PA for professional planner services; and

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

WHEREAS, the Township desires to retain Kasler Associates, PA of Springfield, New Jersey to provide the above-referenced services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide professional planner services as outlined in the firm's proposal dated January 6, 2015, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement.

2. The firm shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

3. The Firm shall be entitled to be reimbursed for actual out-of-pocket costs for all postage, parking fees, express mail, photocopies ($0.10 per copy); facsimile charges ($0.10 per fax), long distance telephone calls, filing fees, recording fees, and other disbursements made on behalf of the Township under this Agreement.

4. The Firm shall furnish the Township with a Certificate of Insurance, which shall clearly show that policies with the following minimum limits of liability will be in effect for the duration of this agreement:

   Professional Liability: $1,000,000 per occurrence

5. 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.

6. The term of this agreement shall be for one year unless sooner terminated by either party upon 90 days' prior written notice.

7. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit C.
8. The Firm is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission when fees in excess of $50,000 are paid pursuant to a contract with a public entity in a calendar year. It is the Firm’s responsibility to determine if filing is necessary.

9. Political Contribution Disclosure. This contract has been awarded to Firm based on the merits and abilities of Firm 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 Firm 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST: 
Kathryn M. Bowditch, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

KASLER ASSOCIATES, PA

By: Jason L. Kasler, AICP, PP
STATE OF NEW JERSEY:

COUNTY OF MORRIS:

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 attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

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

(Notary sign, seal, stamp)

Kathryn M. Bowditch, Municipal Clerk

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2015, JASON L. KASLER personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached document; and

(b) signed, sealed and delivered this document as his or her act and deed.

A Notary Public of New Jersey
My Commission expires
CONTRACT FOR PROFESSIONAL PLANNING SERVICES

BY AND BETWEEN THE

TOWNSHIP OF DENVILLE

AND

KASLER ASSOCIATES, P.A.

THIS AGREEMENT, entered into as of this day of , 2015 by and between the Township of Denville (hereinafter called the “Township”) and Kasler Associates, P.A. (hereinafter called the “Consultant”.)

WITNESSTH THAT:

WHEREAS, the Township desires to engage the Consultant, Kasler Associates, P.A. to render technical planning advice and assistance in the preparation of certain planning services/documents for the Township;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONSULTANT

The Township hereby engages the Consultant and the Consultant hereby agrees to serve in the position of Township Planner to perform the professional services as set forth in the attached Scope of Services, which is made a part of this agreement.

II. SCOPE OF SERVICES AND MATERIALS TO BE FURNISHED TO THE CONSULTANT

The Township will solicit the aid of its various departments, bureaus, boards, agencies and personnel to cooperate with the Consultant and furnish the Consultant with such information and data that it has available in connection with the necessary completion of the work as outlined in the Scope of Services, which is made part of this agreement. If data is available in a digital format, such data shall be made available to the consultant in a digital form as well as all “paper” documentation.

Jason L. Kasler, AICP, PP
Malcolm Kasler, AICP, PP (1938-2005)
A. **Previous Planning Studies**

The Township will make available all previous master plan studies and related reports and materials, such as environmental impact studies, natural resource inventories, housing studies, COAH applications, where applicable. FEMA and wetland maps will also be provided to the Consultant, where available.

The Township will also provide the Consultant with a current copy of the zoning ordinance and map, site plan ordinance, subdivision ordinance and all other pertinent land use codes and ordinances. The Township will also provide the Consultant with a set of current tax maps of the community. If the data is available in a digital version, the Township will provide same to the Consultant.

The Consultant will review the information and where appropriate will utilize this data in the planning process. The Consultant will also seek assistance from the Morris County Planning Board, where appropriate, for data and information.

B. **Base Map/Zoning Map**

The Township will provide the Consultant with a current lot-line map of the community and the current Township-wide zoning map, at no cost to the Consultant.

C. **Zoning Ordinance**

The Township will make available a printed and digital version of the most current zoning ordinance for the municipality.

III. **QUALIFICATIONS OF THE CONSULTANT**

All of the required services will be performed by Jason L. Kasler, AICP, PP.

IV. **MEETINGS & OFFICE HOURS**

The Consultant shall attend Board Meetings and Council Meetings on an as-needed basis. If attendance is not required at a meeting, the Consultant shall be informed at least forty-eight (48) hours in advance, whenever reasonable possible. The consultant shall be available for up to ten (10) office hours per month on a schedule mutually agreed to between the parties. Tentatively, the parties have agreed to the following schedule:
V. **WORK RELATED TO THIS SUBMISSION**

The Consultant will bill hourly per item in the proposed scope of services (see Exhibit “C”) until the maximum amount is reached based upon a previously authorized not-to-exceed proposal for project services rendered outside of office hour billing, board meeting attendance and/or planning related tasks related to the review of prospective and current applicants before either of the land use boards. The Township will not be responsible for any billing that exceeds the item’s maximum allowable amount. The Township will not be responsible for the maximum payment if the allowable amount it not reached.

VI. **LIMITATION OF SCOPE OF SERVICE**

In the event of court action or litigation relating to the performance of services hereunder, the Consultant, if so authorized by the Township, shall serve as an expert witness representing the Township. It is understood that the cost of preparing any materials, documents or other supportive information, or giving of testimony relating to such court action or litigation shall be governed by the rates included herein.

VII. **CONFLICT OF INTEREST**

The Consultant will not engage in any act or perform any work or services which shall constitute a conflict of interest as determined by the consultant and/or Township.

IX. **PREPARATION OF REPORTS**

The Consultant shall prepare thirteen (13) copies of any report submitted. A digital version of the submission shall be available in an Adobe© portable document file (PDF) and will be emailed to the appropriate municipal official.
IX. **INSURANCE**

The consultant shall furnish the Township with a Certificate of Insurance which shall clearly show that the policies with the following limits of liability will be in effect for the duration of this agreement:

Professional Liability: $1,000,000 per occurrence.

X. **INDEMNIFICATION**

The Consultant agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, from and against any and all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors or omissions of the Consultant or its subcontractors or the officers, agents or employees of either while engaged in the performance of this Agreement.

The Consultant specifically agrees that this obligation to indemnify and hold the Township harmless shall include the responsibility to reimburse the Township for any and all costs, expenses, fees (including legal fees in defense of any claim), and all damages of every kind and description which may arise out of or relate to the Consultant's negligent acts, errors or omissions relative to the performance of this Agreement.

XI. **COMPLIANCE WITH LEGAL REQUIREMENTS AND AFFIRMATIVE ACTION**

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 “A” which is attached hereto and made a part hereof.

The Consultant shall pay all employees engaged in the performance of this Agreement no less than required minimum wages.

The Consultant shall comply with the requirements of Chapter 213 of the Laws of 1962 and shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or marital status.

XII. **TERMINATION OF CONTRACT**

Upon breach of this Agreement prior to final inspection approval, the other party shall have the right to terminate the Agreement by written notice sent by certified mail to the address set out in this Agreement in the event of such termination, the Township shall be entitled to all finished and unfinished data, maps, reports, and plans covered by or related to this Agreement upon payment by the Township to the Consultant for services.
performed up to the termination date on the basis of payment previously provided for under this contract or for percentages thereof. Failure of either party to terminate upon occurrence of any breach shall not constitute a waiver of any provision of this Agreement.

The term of this agreement shall be for one year unless sooner terminated by either party upon 90 days' prior written notice.

XIII. ARRBITRATION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be decided by a Court of Competent Jurisdiction and not by Arbitration unless the parties mutually agree in writing after the date of this Agreement.

XIV. ASSIGNMENT

This Agreement is not assignable by either party.

XV. BUSINESS REGISTRATION CERTIFICATE

A copy of the Consultant’s New Jersey Business Registration Certificate is attached hereto as Exhibit B.

XVI. POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to Consultant based on the merits and abilities of the Consultant 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 Consultant’s 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.
XVII. COMPENSATION

The Consultant shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the Consultant upon submission of vouchers to be provided by the Township. There shall be no retainer. The Consultant shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement. In no event shall the total compensation to be paid by the Township exceed $40,000 unless the Municipal Council, by Resolution, specifically authorizes such additional compensation.

The Consultant shall also be entitled to reimbursement for all disbursements made on behalf of the Township.

In order to receive payments from any escrow or deposit account on deposit with the Township, Consultant agrees to submit vouchers on a monthly basis in accordance with the schedules and procedures established by such officer. These vouchers will identify, with specificity, the personnel performing the service, the date of service performance, the hours spent, the hourly rate, and the expenses incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST: TOWNSHIP OF DENVILLE

________________________________________________________________________
Donna I. Costello, Clerk Thomas W. Andes, Mayor

ATTEST: Kasler Associates, PA

________________________________________________________________________
Jason L. Kasler, AICP, PP
EXHIBIT "A"

(REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE


N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
## STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>KASLER ASSOCIATES, P.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
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<td>Certificate Number:</td>
<td>0708873</td>
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<td>December 20, 2012</td>
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EXHIBIT "C"

PROPOSED SCOPE OF SERVICE

Kasler Associates, PA proposes to provide professional planning services and consultations to any authorized municipal official and property owner within the Township with appropriate escrow established pursuant to Township Ordinance.

PROPOSED PAYMENT SCHEDULE

A. Municipal hourly rate $105.00 per hour
B. Nightly meeting rate (under two hours) $240.00 per meeting
C. Nightly meeting rate (two hours or more) $105.00 per hour
D. Postage no fee
E. Travel no fee

Any additional work not identified in this agreement $105.00 per hour

All billing will be in 15 minute increments.
EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
**STATE OF NEW JERSEY**

**BUSINESS REGISTRATION CERTIFICATE**

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>KASLER ASSOCIATES, P.A.</th>
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For Office Use Only:

20121220195023264
TOWNSHIP OF DENVILLE

TO:
Members of the Township Council

FROM:
Steven Ward, Business Administrator

DATE:
January 6, 2015

RE:
Municipal Bid# 1-2015
Janitorial Services

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

We are proposing to advertise on:
January 28, 2015

For bids to be accepted on:
February 18, 2015

In anticipation to award on or about:
March 2015

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, KATHRYN M. BOWDITCH, MUNICIPAL CLERK FOR THE TOWNSHIP OF DENVILLE DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY THE MUNICIPAL COUNCIL AT THEIR MEETING HELD ON January 20, 2015.

CERTIFICATION DATE:
Kathryn M. Bowditch, RMC
Municipal Clerk
TO: Members of the Township Council
FROM: Steven Ward, Business Administrator
DATE: January 20, 2015
RE: Municipal Bid# 2-2015
Municipal Building Standby Generator

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

We are proposing to advertise on: February 11, 2015
For bids to be accepted on: March 11, 2015
In anticipation to award on or about: March 17, 2015

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

CERTIFICATION DATE: ____________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION REFUNDING THE PAYMENT
OF TAXES OVERPAID DUE TO JUDGMENT
BY THE TAX COURT OF NEW JERSEY

WHEREAS, it has been found that the following 2012 taxes have been overpaid due to a Judgment by the Tax Court of New Jersey. As set forth in the Stipulation of Settlement payments are in 12 quarterly (3 years) installments of $59,280.00 each.

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 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 the check to the Tax Collector to be delivered to said taxpayer after the refund has been recorded in the taxpayer's history file.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>50002 2.01 &amp; 5</td>
<td>St. Francis Life Care Corporation % Catholic Health Initiatives Accounting Dept. 198 Inverness Drive West Englewood, CO 80112</td>
<td>$711,360.00</td>
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Property Location- 19 Pocono Rd. & 21-23 Pocono Rd.


CERTIFICATION DATE: KATHRYN M. BOWDITCH, RMC MUNICIPAL CLERK