PUBLIC COMMENTS:
COUNCIL REQUESTS THAT PUBLIC
COMMENTS BE LIMITED TO (3)
THREE MINUTES PER PERSON

PRESENTATIONS:
COUNCIL REQUESTS THAT
PRESENTATIONS BE LIMITED
TO (30) MINUTES OR LESS AND
MUST BE PRE-ARRANGED WITH
THE MUNICIPAL CLERK

SALUTE TO THE FLAG
INVOCATION
NOTICE OF PUBLIC MEETING
ROLL CALL

MEETING OPENED:_____________________
MEETING CLOSED:_____________________

GABEL_______GOLINSKI_________KUSER___________LYDEN_________
SCOLLANS______SMITH_________PRESIDENT FITZPATRICK_________

IN ATTENDANCE
MAYOR ANDES__________ADMINISTRATOR WARD_________________
TOWNSHIP ATTORNEY______________________________________
OTHERS:__________________________________________________

CEREMONIAL MATTERS AND/OR PRESENTATIONS

COUNCIL LIAISON/COMMITTEE REPORTS

MAYOR'S REPORT

ADMINISTRATOR'S REPORT
HOUSING REHABILITATION PROGRAM

**ORDINANCE(S) FOR ADOPTION**

- **#13-13** VARIOUS CAPITAL IMPROVEMENTS
  
  **TITLE:**
  
  ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE SUM OF $179,525 FROM THE GENERAL CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE

- **#14-13** INTERNATIONAL PROPERTY MAINTENANCE CODE
  
  **TITLE:**
  
  AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO ADOPT THE INTERNATIONAL PROPERTY MAINTENANCE CODE

**ORDINANCE(S) FOR INTRODUCTION**

- **#16-13** SEWER CAPITAL IMPROVEMENT ORDINANCE
  
  **TITLE:**
  
  ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE SUM OF $120,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE
R-13-133# RESOLUTION AUTHORIZING PERSON TO PERSON TRANSFER OF RATTLESNAKE RANCH CAFÉ PLENARY RETAIL CONSUMPTION ALCOHOLIC BEVERAGE LICENSE #1408-33-008-010

R-13-134# RESOLUTION AUTHORIZING ISSUANCE OF SPECIAL ONE DAY ABC LIQUOR LICENSE

R-13-135# RESOLUTION AUTHORIZING REINSTALLMENT OF THE ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

R-13-136# REMOVED AND PUT IN NON CONSENT – RENUMBERED TO R-13-153

R-13-137# RESOLUTION AUTHORIZING REFUND OF RECREATION DEPARTMENT FEES

R-13-138# RESOLUTION TO CANCEL SEWER AND WATER CHARGES ASSESSED AND LEVIED AGAINST CERTAIN PROPERTIES

R-13-139# RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION N.J.S.A.40A:4-87

R-13-140# RESOLUTION AUTHORIZING APPLICATION FOR FUNDS FOR IMPAIRED DRIVING ENFORCEMENT PURSUANT TO THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY DRIVE SOBER OR GET PULLED OVER 2013 STATEWIDE CRACKDOWN GRANT FROM 8-16-13 THROUGH 9-2-13

R-13-141# RESOLUTION IN SUPPORT OF THE USE OF A NO PASSING ZONE ON ROUTE 46
A RESOLUTION OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT IN THE MATTER ENTITLED TOWNSHIP OF DENVILLE v. SHONGUM LAKE PROPERTY OWNERS' ASSOCIATION, BEARING DOCKET NUMBER MRS-L-2682-12

NON-CONSENT RESOLUTIONS

R-13-143 REMOVED FROM AGENDA - DUPLICATION

R-13-144 RESOLUTION AUTHORIZING RENEWAL OF ALCOHOLIC BEVERAGE LICENSES IN THE TOWNSHIP OF DENVILLE FOR 2013 – 2014

R-13-145 RESOLUTION REFUNDING THE PAYMENT OF TAXES OVERPAID DUE TO JUDGEMENT BY THE TAX COURT OF NEW JERSEY

R-13-146 RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

R-13-147 RESOLUTION REQUESTING PLANNING BOARD REVIEW OF A RESOLUTION DESIGNATING CERTAIN PROPERTY IN THE TOWNSHIP AS AN AREA IN NEED OF REHABILITATION

R-13-148 REMOVED FROM AGENDA

R-13-149 RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION N.J.S.A. 40A:4-87

R-13-150 RESOLUTION AMENDING EI ASSOCIATES CONTRACT AND AUTHORIZING CHANGE ORDER #1
R-13-151  RESOLUTION AUTHORIZING AGREEMENT WITH PETER AND PAULA DIDATO FOR SEWER LATERAL CONNECTION TO SEWER SYSTEM

R-13-152  RESOLUTION AUTHORIZING AGREEMENT FOR ENVIRONMENTAL RESOURCE INVENTORY SERVICES

R-13-153  RESOLUTION AUTHORIZING FUNDS COMMITTED FOR REHABILITATION COSTS FOR CALENDAR YEAR 2012 AND 2013 FROM THE AFFORDABLE HOUSING TRUST FUND TO THE DENVILLE REHABILITATION TRUST FUND

MINUTES FOR ADOPTION JUNE 11, 2013

MOTION TO ADJOURN
ORDINANCE #13-13

ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE
AMOUNT OF $179,525 FROM THE GENERAL CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS
REGULARLY, DULY AND FINALLY PASSED AT A MEETING OF THE
MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE, COUNTY OF
MORRIS AND STATE OF NEW JERSEY, HELD ON 6-25-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
ORDINANCE # 13-13

ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE SUM OF $179,525 FROM THE GENERAL CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE

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

SECTION 1. The sum of $179,525 is hereby appropriated from the General Capital Improvement Fund of the Township of Denville for the purposes set forth in Section 2 of this Ordinance.

SECTION 2. The improvements authorized to be paid by this Ordinance include Firefighter Turnout Washers for Co's 1 & 2 $20,000; Firefighter Gear $15,000; Scott Packs $5,000; Pagers $2,500; Portable Message Sign $10,000; Live Scan Palm & Fingerprint $14,000; Police Pistols & Holsters $17,025; De-Icing System Tank & Equipment $18,000; Two Replacement Plows $30,000; Signs $6,000 DPW Roof Replacement $12,000; Emergency Light Batteries $5,000 and Flood Mitigation Study Phase II $25,000 for items located in and for the Township and all work necessary in connection therewith.

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

SECTION 4. The capital budget of the Township of Denville is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

SECTION 5. All Ordinances of the Township of Denville which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK

ATTEST: 

APPROVED:

DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK

MAYOR THOMAS ANDES TOWNSHIP OF DENVILLE
ORDINANCE #14-13

SHORT EXPLANATORY DESCRIPTION OF ORDINANCE: ADOPT PROPERTY MAINTENANCE CODE

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO ADOPT THE INTERNATIONAL PROPERTY MAINTENANCE CODE

BE READ BY TITLE ON SECOND READING AND A HEARING HELD THEREON:

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

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO ADOPT THE INTERNATIONAL PROPERTY MAINTENANCE CODE

BE PASSED ON FINAL READING AND THAT A NOTICE OF FINAL PASSAGE BE PUBLISHED IN THE JULY 3, 2013 ISSUE OF THE CITIZEN.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

ORDINANCE #14-13
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO ADOPT THE INTERNATIONAL PROPERTY MAINTENANCE CODE

NOTICE IS HEREBY GIVEN THAT THE ABOVE ENTITLED ORDINANCE WAS REGULARLY, DULY AND FINALLY PASSED AT A MEETING OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY, HELD ON 6-25-13

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY TO ADOPT THE INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, it is the intent of this ordinance to protect and preserve the general public health, safety and welfare of the citizens of the Township of Denville by the adoption of clear and specific property maintenance regulations governing the conditions and maintenance of all property, buildings and structures; providing the standards to ensure that structures are safe, sanitary and fit for occupancy and use; and for the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such existing structures in the Township of Denville. It is intended as a complement to the applicable building codes, ordinances and regulations that control construction and improvements to real property in the Township, rather than being a replacement of those ordinances. The Township respects the right of property owners to maintain and beautify their own property and it is not the intent of this ordinance to bring hardship upon property owners or that the ordinance be enforced in such a manner as to be punitive for minor infractions of the ordinance. The Township is concerned, however, that properties are maintained to a minimum standard in order to enhance the quality of life in Denville.

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

SECTION 1. Adoption of International Property Maintenance Code by reference. The International Property Maintenance Code, 2012, as published by the International Code Council, Inc. be and is hereby adopted as the Property Maintenance Code of the Township of Denville for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the International Property Maintenance Code, 2012, are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in Section 4.

SECTION 2. Title. The code established and adopted by this ordinance is described and commonly known as the "Property Maintenance Code of the Township of Denville".

SECTION 3. Public Record. In accordance with N.J.S.A. 40:69A-181, copies of said International Property Maintenance Code, 2012, have been placed on file in the Township Clerk's Office and the Construction Official's office upon the introduction of this ordinance and will remain on file in said office for the use and examination by the public.

SECTION 4. Amendments to Code. The International Property Maintenance Code, 2012, is hereby amended and revised in the following respects:

a. § 103, Administration and Enforcement.

1. §103.1, General, is amended to read as follows:

"This ordinance shall be enforced by the Construction Code Official of the Township of Denville hereinafter
referred to as the code official for purposes of this ordinance.

2. §103.2, Appointment, is deleted.

3. §103.5, Fees, is deleted

b. §111.0, Means of Appeals.

1. §111.2 is amended to read as follows:

   "Membership of board. The board of appeals shall consist of a minimum of three members, consisting of one member of the Municipal Council, the Mayor or his designee and one member of the public who is not an employee of the Township and is qualified by experience and training to pass on matters pertaining to property maintenance. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The council member and the public member of the board shall be nominated by the Mayor and appointed with the advice and consent of the Municipal Council and shall serve for one year terms."

2. §111.2.1 through 111.2.4 are unchanged

3. §111.2.5 is deleted.

c. §112, Stop Work Order.

§112.4, Failure to Comply, is amended to read as follows:

   "Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be liable to the penalties set forth in §3-1.1 of the Code of the Township of Denville."

d. §202, General Definitions, is amended to delete the definition of "inoperable motor vehicle" and to add the following definition of "vacant":

   "VACANT. Being without content and/or occupant."

e. §302, Exterior Property Areas

1. §302.4, Weeds. Eighteen inches (18") is inserted in the third line.

2. §302.8, Motor vehicles, is amended to read "Intentionally deleted."

f. §304, Exterior Structure

1. §304.14, Insect screens. The dates of April 1 to November 15 are inserted in the second and third lines. This section shall not apply to owner-occupied residential dwellings, which shall be added as an exception.
g. §305, Interior Structure. This entire section is amended to exclude owner-occupied residential dwellings.

h. §602, Heating Facilities.
   1. §602.3, Heat supply. The dates of October 15 through April 15 are inserted in the fifth line.
   2. §602.4, Occupiable work spaces. The dates of October 15 through April 15 are inserted in the third line.

SECTION 5. Enforcement and Penalty.

A. The provisions of this article shall be enforceable by the Township Code Official or his designee.

B. Any person who violates or neglects to comply with any provision of this Ordinance, or notice issued pursuant thereto, shall, upon conviction thereof, be subject to the penalties set forth in §3-1.1 of the Code of the Township of Denville.

SECTION 6. 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 7. 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 8. The provisions of this ordinance may be renumbered for purposes of codification.

SECTION 9. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

ATTEST:

TOWNSHIP OF DENVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY

Donna I. Costello, RMC/CMC
Municipal Clerk

Thomas W. Andes, Mayor
Township of Denville
ORDINANCE # 16-13

SHORT EXPLANATORY STATEMENT: AUTHORIZE VARIOUS CAPITAL IMPROVEMENTS

BE IT RESOLVED THAT AN ORDINANCE ENTITLED:
ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OR PURPOSES IN THE SUM OF $120,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE

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
ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OR PURPOSES IN THE SUM OF $120,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE

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 7-16-13 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 ACCORDING TO LAW.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL
ORDINANCE PROVIDING FOR VARIOUS IMPROVEMENTS OR PURPOSES IN THE SUM OF $120,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE

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

SECTION 1. The sum of $120,000 is hereby appropriated from the Sewer Capital Improvement Fund of the Township of Denville for the purposes set forth in Section 2 of this Ordinance.

SECTION 2. The improvements authorized to be paid by this Ordinance include Utility Box 4X4 1-Ton Truck $50,000 and Dump Truck $70,000 for items located in and for the Township and all work necessary in connection therewith.

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

SECTION 4. The capital budget of the Township of Denville is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Municipal Clerk and is available there for public inspection.

SECTION 5. All Ordinances of the Township of Denville which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.
BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK

ATTEST:

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK

APPROVED:

MAYOR THOMAS ANDES
TOWNSHIP OF DENVILLE
RESOLUTION AUTHORIZING PERSON TO PERSON TRANSFER OF RATTLESNAKE RANCH CAFE PLENUM RETAIL CONSUMPTION ALCOHOLIC BEVERAGE LICENSE #1408-33-008-010

WHEREAS, an application has been filed for a Person to Person Transfer of Plenary Retail Consumption License #1408-33-008-010, currently issued to John Cahillane dba Rattlesnake Ranch Cafe, Denville, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license is current for the license term 7-1-12 to 6-30-13; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville does hereby approve, effective June 25, 2013, the transfer of the aforesaid Plenary Retail Consumption License from Rattlesnake Ranch Cafe and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, is hereby transferred to RRC LIQUOR CORP dba Punita P. Patel, Todd J. Simonds and Edgar Nelson Yones effective June 25, 2013.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, MUNICIPAL CLERK OF THE TOWNSHIP OF DENVILLE, DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR REGULAR MEETING HELD ON JUNE 25, 2013

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Special One Day Alcoholic Beverage License for the following organization(s):

St. Francis Fall Festival

to be used on the following date(s):

10-6-13

for the following event(s):

St. Francis Fall Festival

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK

cc: POLICE
6-25-13
RESOLUTION AUTHORIZING REINSTATEMENT OF THE
ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN
FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE
***************************************************************************
WHEREAS, on February 7, 1995, the Municipal Council confirmed sewer assessments
for certain properties in the Township of Denville, and

WHEREAS, the resolution confirming said assessments authorized the payment of the
assessments in yearly installments over a twenty year period commencing April 7, 1995; and

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

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

WHEREAS, the following families

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

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

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

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

CERTIFIED TO BE A TRUE AND EXACT
COPY OF RESOLUTION ADOPTED ON

Donna I. Costello, RMC/CMC
Municipal Clerk
RESOLUTION AUTHORIZING REFUND
OF RECREATION DEPARTMENT FEES

WHEREAS, certain residents of the Township of Denville have paid
program fees to the Recreation Department; and

WHEREAS, these residents did not avail themselves of the program for
which said fees were paid.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the
Township of Denville that refunds, in the amounts designated in this resolution,
be authorized to be issued to the resident(s) named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy Fitzsimmons</td>
<td>$220.00</td>
</tr>
<tr>
<td>Megan Wittig</td>
<td>$235.00</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE, DO HEREBY
CERTIFY THE ABOVE TO BE A TRUE AND EXACT
COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL
COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR
MEETING HELD ON 6-25-13

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION TO CANCEL SEWER AND WATER CHARGES ASSESSED AND LEVIED AGAINST CERTAIN PROPERTIES

WHEREAS, the Township of Denville acquired properties known as Block 50408, Lot 113 and Block 50401, Lot 46 with funding from the Federal Emergency Management Agency (FEMA) through the New Jersey Office of Emergency Management (NJOEM) under the Hazard Mitigation Grant Program (HMGP), from the County of Morris Open Space and Farmland Preservation Trust Fund and from the State of New Jersey Green Acres Program; and

WHEREAS, the Township of Denville is now the owner of said properties which are scheduled for demolition and which do not receive sewer and water service; and

WHEREAS, both properties were acquired pursuant to short sales and in both instances the lender would not approve the payment in full of outstanding sewer and water arrearages.

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 outstanding sewer and water arrearages charges assessed and levied against Block 50408, Lot 113 and Block 50401, Lot 46 for 2013 are hereby canceled as follows:

<table>
<thead>
<tr>
<th>Property</th>
<th>Lot</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 50408</td>
<td>Lot 113</td>
<td>$286.63</td>
</tr>
<tr>
<td>Block 50401</td>
<td>Lot 46</td>
<td>$156.87</td>
</tr>
</tbody>
</table>

2. This Resolution shall take effect immediately.


Certification dated:                         Donna I. Costello, RMC/CMC
                                              Municipal Clerk
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION NJSA 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the Township of Denville, in the County of Morris, New Jersey, hereby request the Director of the Division of Local Government Services to approve the insertion of an additional amount of revenue in the budget of the year 2013 in the sum of $363.03, which is now available from Federal Bulletproof Vest Partnership Grant amount of $363.03.

BE IT FURTHER RESOLVED, that the like sum of $363.03 is hereby appropriated under the caption Federal Bulletproof Vest Partnership Grant.

BE IT FURTHER RESOLVED, that the above is a result of funds from Federal Bulletproof Vest Partnership Grant in the amount of $3,863.03.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE


__________________________________________
CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION AUTHORIZING APPLICATION FOR FUNDS FOR IMPAIRED DRIVING ENFORCEMENT PURSUANT TO THE N.J. DIVISION OF HIGHWAY TRAFFIC SAFETY DRIVE SOBER OR GET PULLED OVER 2012 STATEWIDE CRACKDOWN GRANT FROM 12-7-12 THROUGH 1-2-13

WHEREAS, the State of New Jersey, Division of Highway Safety ("State") provides grants to nonprofit organizations for assistance in the acquisition of funds for the DRIVE SOBER OR GET PULLED OVER 2012 STATEWIDE CRACKDOWN GRANT; and

WHEREAS, the Township of Denville desires to further the public interest by obtaining a grant of $4,400.00 from the State to fund the DRIVE SOBER OR GET PULLED OVER 2012 STATEWIDE CRACKDOWN GRANT; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the grant program and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State’s funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project.

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 Traffic Task Force of the Denville Police Department is hereby authorized to make application for a grant from the State of New Jersey, Division of Highway Safety for IMPAIRED DRIVING ENFORCEMENT.
2. the Traffic Task Force of the Denville Police Department shall provide additional application information and furnish such documents as may be required.
3. the Traffic Task Force of the Denville Police Department shall act as the authorized correspondent of the Township relative to this application.
4. the applicant agrees to comply with all applicable laws, rules and regulations in its performance of the project.
5. this Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, MUNICIPAL CLERK OF THE TOWNSHIP OF DENVILLE, DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR MEETING HELD ON 10-16-12

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
Re: Drive Sober or Get Pulled Over 2013 Statewide Labor Day Crackdown Grant

Dear Chief:

I am pleased to offer your department the opportunity to participate in our annual Drive Sober or Get Pulled Over Statewide Labor Day Crackdown grant. The Division of Highway Traffic Safety is prepared to offer your department $4,400 in overtime enforcement grant funding, to be utilized during the Drive Sober or Get Pulled Over 2013 Statewide Labor Day Crackdown from August 16 through September 2, 2013.

Drive Sober or Get Pulled Over grant applications must be submitted on-line through the SAGE e-grant system. Detailed instructions for submitting your grant on SAGE follow. Please note that the application for this grant will be available in SAGE beginning on June 11, 2013 and must be submitted electronically to NJDHTS by July 31, 2013.

If you do not plan to accept the grant, please advise me ASAP.

When you access the grant application in SAGE, please familiarize yourself with the Project Methodology, as you will be expected to adhere to all components of the grant. This is a reimbursement grant, meaning your agency will incur the costs and then submit documentation to the Division to be reimbursed. The maximum hourly rate that will be reimbursed for the enforcement overtime is $50 per hour.

After you have submitted your completed application through SAGE, you will be notified of your approval through SAGE, as well. No written approvals will be sent out.

I am confident that your participation in this grant program will help reduce impaired driving in the State of New Jersey. If you have any questions, please call me at (609) 633-9022.

Sincerely,

Bob Gaydosh
North Region Supervisor
TOWNSHIP OF DENVILLE  
MORRIS COUNTY, NEW JERSEY

DONNA I. COSTELLO, RMC/CMC  
OFFICE OF THE MUNICIPAL CLERK  
#1 ST. MARY’S PLACE  
DENVILLE, N.J. 07834

TOWNSHIP OF DENVILLE  
RESOLUTION #___________________

WHEREAS, the New Jersey Department of Transportation (NJDOT) recently completed a traffic investigation on Route 46 in the Township of Denville; and

WHEREAS, NJDOT investigation revealed the current centerline pavement markings on Route 46 meet and conform to current design standards; and

WHEREAS, NJDOT will update existing records to reflect current No Passing Zone conditions along NJ Route 46.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, in the State of New Jersey, that it supports the use of a “No Passing Zone” on Route 46 in the Township of Denville as recommended by NJDOT.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to NJDOT as requested.

DONNA I. COSTELLO, RMC/CMC  
MUNICIPAL CLERK

MAYOR THOMAS W. ANDES  
TOWNSHIP OF DENVILLE


DONNA I. COSTELLO, RMC/CMC  
MUNICIPAL CLERK

SEAL
RESOLUTION R-13-142

RESOLUTION OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT IN THE MATTER ENTITLED TOWNSHIP OF DENVILLE v. SHONGUM LAKE PROPERTY OWNERS' ASSOCIATION, BEARING DOCKET NUMBER MRS-L-2682-12

WHEREAS, the Township filed a Verified Complaint in the Superior Court of New Jersey, Law Division, Morris County entitled Township of Denville v. Shongum Lake Property Owners' Association, bearing Docket No. MRS-L-2682-12 (the "Action") on October 29, 2012; and

WHEREAS, the Administration is of the opinion that the Settlement is in the best interest of the Township of Denville;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the Mayor is hereby authorized to execute the Settlement Agreement in connection with the matter entitled Township of Denville v. Shongum Lake Property Owners' Association, bearing Docket No. MRS-L-2682-12.

BE IT FURTHER RESOLVED, that a copy of said Settlement Agreement is on file in the Township Clerk's Office.


DONNA COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION AUTHORIZING RENEWAL
OF ALCOHOLIC BEVERAGE LICENSES
IN THE TOWNSHIP OF DENVILLE FOR 2013-2014

BE IT RESOLVED by the Municipal Council of the Township of Denville that the following Alcoholic Beverage Control Licenses be approved for the year JULY 1, 2013 THROUGH JUNE 30, 2014

<table>
<thead>
<tr>
<th>LICENSE AND FEE</th>
<th>NAME AND ADDRESS</th>
<th>LICENSE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>LLD, LLC $2,500</td>
<td>CASA BELLA 327 ROUTE 46</td>
<td>1408-33-001-006</td>
</tr>
<tr>
<td>HENDERHOFF ENTERPRISES $2,000</td>
<td>PARTNERS DISCOUNT LIQUORS RT. 53 - A &amp; P CENTER</td>
<td>1408-44-002-003</td>
</tr>
<tr>
<td>SECOND HALF $2,500</td>
<td>SECOND HALF 5 E. MAIN STREET</td>
<td>1408-33-003-003</td>
</tr>
<tr>
<td>CB DENVILLE LLC $2,500</td>
<td>CHARLIE BROWN’S STEAKHOUSE 167 W. MAIN STREET</td>
<td>1408-33-004-009</td>
</tr>
<tr>
<td>LILTOM, LLC $2,500</td>
<td>THATCHER McGHEE’S 53 BROADWAY</td>
<td>1408-33-005-006</td>
</tr>
<tr>
<td>DENVILLE WINE AND LIQUOR, INC. $2,000</td>
<td>DENVILLE WINE AND LIQUOR 43 BROADWAY</td>
<td>1408-44-006-003</td>
</tr>
<tr>
<td>BSENSI OF DENVILLE, INC. $2,500</td>
<td>BSENSI 3056 RT. 10 WEST</td>
<td>1408-33-007-005</td>
</tr>
<tr>
<td>RRC LIQUOR CORP. $2,500</td>
<td>RRC LIQUOR CORP. 559 E. MAIN STREET</td>
<td>1408-33-008-011</td>
</tr>
<tr>
<td>ROCKAWAY RIVER COUNTRY CLUB $2,500</td>
<td>R.R.C.C. 39 POCONO RD.</td>
<td>1408-33-009-003</td>
</tr>
<tr>
<td>FADA GROUP, INC. $2,500</td>
<td>SOGO 248 ROUTE 46 WEST</td>
<td>1408-33-010-005</td>
</tr>
<tr>
<td>DENVILLE MEMORIAL POST #390 - $188</td>
<td>AMERICAN LEGION LEGION PLACE</td>
<td>1408-31-011-001</td>
</tr>
<tr>
<td>CEDAR LAKE COMMUNITY CLUB $188</td>
<td>CEDAR LAKE CLUB P.O. BOX 279</td>
<td>1408-31-012-001</td>
</tr>
<tr>
<td>INDIAN LAKE COMMUNITY CLUB $188</td>
<td>INDIAN LAKE CLUB P.O. BOX 334</td>
<td>1408-31-013-001</td>
</tr>
</tbody>
</table>
LAKE ARROWHEAD CLUB, INC. - $188
LAKE ARROWHEAD CLUB P.O. BOX 450
1408-31-014-001

PEACE PIPE COUNTRY CLUB-$188
PEACE PIPE COUNTRY CLUB MEMBERSHIP ASSOCIATION #2 LEE ROAD
1408-31-015-001

VETERANS OF FOREIGN WAR POST 2519, INC. - $188
V.F.W. POST 2519 71 FORD ROAD
1408-31-016-001

WAN FU YUAN, INC. $2,500
HUNAN TASTE 67 BLOOMFIELD AVE.
1408-33-017-002

ROMA HOTEL ASSOCIATES, LLC $2,500
HAMPTON INN HOTEL 350 MORRIS AVE.
1408-36-019-002

ROCK RIDGE COMMUNITY CLUB - $188
ROCK RIDGE COMMUNITY CLUB P.O. BOX 252 1408-31-020-001

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION REFUNDING THE PAYMENT
OF TAXES OVERPAID DUE TO JUDGEMENT
BY THE TAX COURT OF NEW JERSEY

WHEREAS, it has been found that the following 2010, 2011 & 2012 taxes have been overpaid due to a Judgement by the Tax Court of New Jersey.

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 FUGHTER 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 history files.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>62101</td>
<td>Morris 400 LLC</td>
<td>2010- $10,728.00</td>
</tr>
<tr>
<td>2</td>
<td>% Zipp &amp; Tannebaum LLC</td>
<td>2011- $33,901.56</td>
</tr>
<tr>
<td></td>
<td>166 Gatzmer Avenue</td>
<td>2012- $35,222.40</td>
</tr>
<tr>
<td></td>
<td>Jamesburg, NJ 08831</td>
<td></td>
</tr>
</tbody>
</table>

Total - $79,851.96

Property Location- 400 Morris Ave.

I, DONNA COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE, DO HEREBY
CERTIFY THE ABOVE TO BE TRUE AND EXACT
COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL
COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR
MEETING HELD ON 6-15-19.

CERTIFICATION DATE DONNA I COSTELLO, RMC/CMC
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 12/2/2011 for Delinquent 2010 Calendar Year Water & Sewer, and a Tax Sale Certificate was purchased by Stonefield Investment Fund II, LLC on Block 50105 Lot 500; 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>50105 500</td>
<td>Stonefield Investment Fund II, LLC</td>
<td>$8,943.24</td>
</tr>
<tr>
<td></td>
<td>21 Robert Pitt Dr. #202</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monsey, NY 10952</td>
<td></td>
</tr>
<tr>
<td>Certificate #2011-035</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Premium Returned $0

I, DONNA I. COSTELLO, MUNICIPAL CLERK OF THE TOWNSHIP OF DENVILLE, DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF RESOLUTION ADOPTED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR MEETING HELD ON ________________.

CERTIFICATION DATED: DONNA I COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION REQUESTING PLANNING BOARD REVIEW OF A RESOLUTION DESIGNATING CERTAIN PROPERTY IN THE TOWNSHIP AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, in accordance with the LRHL the Municipal Governing Body of the Township of Denville (the "Governing Body") has determined that Block 30601 Lot 6 in the Township of Denville, in the County of Morris (the "Property") should be designated as an area in need of rehabilitation (the "Rehabilitation Area"); and

WHEREAS, the Property is deteriorated, substandard and vacant; and

WHEREAS, the Tax Assessment illustrates that the current Improvement to land value ratio is less than 2:1 and represents an underutilization of land; and

WHEREAS, the Tax Assessor has confirmed by the Property has a history of persistent delinquency of tax payments; and

WHEREAS, the designation of the Rehabilitation Area as an area in need of rehabilitation is expected to prevent further deterioration and to promote the overall development of the Township in accordance with the requirements of N.J.S.A. 40:12A-14; and

WHEREAS, N.J.S.A. 40:12A-14 also provides that prior to the adoption of a resolution designating the Rehabilitation Area as an area in need of rehabilitation, the Governing Body must first submit a copy of the proposed Resolution designating the Rehabilitation Area to the Township Planning Board for review; and

WHEREAS, the Township intends to designate the Rehabilitation Area by the adoption of the Resolution substantially in the form attached hereto; now therefore

BE IT RESOLVED by the Governing Body of the Township of Denville as follows:

1. Transmittal of Attachment to Planning Board for Review. The Governing Body hereby directs that the Township Clerk transmit a copy of this Resolution, the proposed Resolution Designating the Property to the Township Planning Board for review pursuant to N.J.S.A. 40A:12A-14.

2. Effective Date. This resolution shall take effect immediately.
RESOLUTION DESIGNATING CERTAIN PROPERTY
IN THE TOWNSHIP AS AN AREA IN NEED OF REHABILITATION

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of rehabilitation; and

WHEREAS, in accordance with the LRHL, the Governing Body of the Township of Denville (the "Governing Body") has determined that Block 30601 Lot 6 in the Township of Denville, in the County of Morris (the "Property") should be designated as an area in need of rehabilitation (the "Rehabilitation Area"); and

WHEREAS, N.J.S.A. 40A:12A-14 provides that prior to the adoption of a resolution designating the Rehabilitation Area as an area in need of rehabilitation, the Governing Body must first submit a copy of the proposed resolution designating the Rehabilitation Area as an area in need of rehabilitation to the Township Planning Board for review; and

WHEREAS, the Governing Body, acting by resolution, referred a copy of this resolution to the Township Planning Board for review and comment pursuant to N.J.S.A. 40A:12A-14; and

WHEREAS, based upon the findings of this Report, the Governing Body found that the Rehabilitation Area satisfied the statutory criteria to be designated as an area in need of rehabilitation; and

WHEREAS, the Planning Board reviewed this resolution and recommends its adoption and the designation of the Rehabilitation Area as an area in need of rehabilitation in accordance with N.J.S.A. 40A:12A-14, now therefore

BE IT RESOLVED, by the Township Governing Body of the Township of Denville as follows:

1. Designation of the Area. The Township Council hereby designates the Rehabilitation Area as an area in need of rehabilitation.

2. Transmittal of Resolution to State Department of Community Affairs. The Township Council hereby directs that the Township Clerk transmit a copy of this Resolution to the Commissioner of the Department of Community Affairs for review in accordance with the LRHL.

3. Effective Date. This resolution shall take effect immediately.
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION NJSA 40A:4-87

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the Township of Denville, in the County of Morris, New Jersey, hereby request the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2013 in the sum of $4,400.00, which is now available from NJ Division of Highway Traffic Drive Sober or Get Pulled Over in the amount of $4,400.00.

BE IT FURTHER RESOLVED, that the like sum of $4,400.00 is hereby appropriated under the caption Drive Sober or Get Pulled Over.

BE IT FURTHER RESOLVED, that the above is a result of funds from NJ Division of Highway Traffic Drive Sober or Get Pulled Over in the amount of $4,400.00.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION

WHEREAS, the Township of Denville and EI Associates entered into a contract dated December 2, 2010 for construction administration services in regard to the Denville Police Addition and Renovation in the Township of Denville, County of Morris; and

WHEREAS, the Business Administrator has recommended that a change order be authorized for additional work an amount not to exceed $7,500; and

WHEREAS, the Township is agreeable to granting the requested changes as reflected in Change Order #1.

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 contract between the Township and EI Associates dated December 2, 2010, shall be amended as described in the attached Change Order #1 and that the Mayor and Township Clerk be authorized and directed to execute said Change Order #1 on behalf of the Township.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, MUNICIPAL CLERK OF THE TOWNSHIP OF DENVILLE, DO HEREBY CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE AT THEIR MEETING HELD ON JUNE 25, 2013

CERTIFICATION DATED:

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
Change Order No. 1
To Authorize Additional Work in Connection with the Denville Police Addition and Renovation
in the Township of Denville, County of Morris

CONTRACTOR
El Associates
8 Ridgedale Avenue
Cedar Knolls, NJ 07927

PROJECT:
Police Addition and Renovation

OWNER:
Township of Denville,
a Municipal Corporation of the
State of New Jersey
1 St. Mary's Place
Denville, New Jersey 07834

The Agreement between the Owner and Contractor for the Project, dated December 2, 2010
(hereinafter, “Agreement”), is hereby amended to reflect the following changes:

1. The scope of work is amended to include additional construction administration services
and construction progress meetings required as a result of delays in the completion of the
Project.

2. The total compensation to be paid by the Owner to the Contractor for Change Order No. 1
shall be an amount not to exceed $7,500.

All other terms and conditions set forth in the Agreement shall remain in full force and effect.

Approved by Owner
TOWNSHIP OF DENVILLE

Thomas W. Andes, Mayor

Donna I. Costello, Clerk

Dated:

Approved by Contractor
El Associates

Theodore W. Gregory

Dated:
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 Re 02/07/12

El Associates
8 Ridgedale Avenue
Cedar Knolls, NJ 07927
Name and Address of Contractor

Administrative Service for Police Renovation $7,500.00
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>Police Service</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-400-901</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>

Total $7,500.00

Signed: __________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

04-216-55-400-901 $7,500.00

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

COMMENTS:
Fund availability are predicated on available budget.

CERT 13-09
Chief Financial Officer

Michael J Guarino
Date 06/25/13
RESOLUTION AUTHORIZING AGREEMENT
WITH FOR SEWER LATERAL CONNECTION TO SEWER SYSTEM

WHEREAS, Peter and Paula Didato are the owners of property known as Block 61302, Lot 113 located at 181 Cedar Lake East; and

WHEREAS, the Didato’s, at their own cost and expense, desire to construct and maintain a sewer lateral from the Township’s sewer main in Florence Avenue through Block 61303, Lot 567 and the roadway known as Cedar Lake East in order to service their property; and

WHEREAS, the Didato’s and the Township wish to enter into an agreement with regard to the construction and maintenance of the sewer lateral.

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

1. The Mayor and Township Clerk are hereby authorized to execute the attached agreement with Peter and Paula Didato with regard to the construction and maintenance of a sewer lateral from the Township’s sewer main in Florence Avenue through Block 61303, Lot 567 and the roadway known as Cedar Lake East to service their property located at 181 Cedar Lake East.

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

3. This Resolution shall take effect immediately.
AGREEMENT

THIS AGREEMENT, made this day of , 2013, 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

PETER DIDATO and PAULA DIDATO
181 Cedar Lake East
Denville, NJ 07834

(Hereinafter, "Property Owner")

WITNESSETH:

WHEREAS, Property Owner owns property located in the Township of Denville and shown on the tax maps as Block 61302, Lot 113 and located at 181 Cedar Lake East; and

WHEREAS, Property Owner, at its own cost and expense, desires to construct a sewer lateral from the Township's sewer main in Florence Avenue through Block 61307, Lot 567 and the roadway known as Cedar Lake East to service its property ("Sewer Lateral"); and

WHEREAS, Property Owner and the Township wish to enter into an agreement with regard to the Sewer Lateral.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the parties hereto hereby agree as follows:

A. The Township agrees to permit Property Owner, at its own cost and expense, to construct and maintain a sewer lateral from Block 61302 Lot 113 through the roadway known as Cedar Lake East and to and through Florence Avenue and to connect to the Township's sewer system located in Florence Avenue. The connection described above requires the sewer lateral to go through the privately owned property known as Block 61307, Lot 567 and Lot 568 for which the Property Owner shall be required to obtain permission and/or an easement.
B. Property Owner shall be responsible to obtain any and all necessary permits required by the local or state government, including but not limited to, any necessary NJDEP permits, construction permits, road opening permits, connection permits, RVRSA permits etc. and will pay all applicable fees for such permits and any required connection fees. Property Owner further agrees to repair any damage to Cedar Lake East and to post all performance guarantees required by the Township’s ordinances in connection with the disturbance of the roadway. Property Owner agrees to comply with all provisions of Chapter XV, Sewer and Water, of the Code of the Township of Denville.

C. The Sewer Lateral will remain the personal property of the Property Owner and will not be accepted by the Township and/or become or be treated as a part of the Township’s sewer system. Property Owner will be responsible for all maintenance and repair of the Sewer Lateral as well as for any and all damage to the Township or to a third party as a result of any malfunction of the Sewer Lateral, except for the repair of any damage caused as a result of the negligent acts, errors or omissions of Township or its subcontractors or the offices, agents or employees.

D. No other property or party shall be permitted to connect to the Sewer Lateral.

E. If any objectionable odors result from the Sewer Lateral installation, the Property Owner shall implement measures to correct the situation to the satisfaction of the Township Engineer.

F. Property Owner for themselves, their heirs, successors and assigns, agree to indemnify and hold the Township, its officers and employees harmless against and from 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 or personalty as a result of the construction,
installation or use of the Sewer Lateral through Florence Avenue, Cedar Lake East and Block 61303, Lots 567 and 568.

G. This agreement may be recorded by any party and shall be deemed to run with the land with respect to the Owner’s Property.

H. No modifications, changes or amendments to this agreement shall be valid or enforceable unless same are in writing and approved by both parties.

I. By entering into this agreement, the Township makes no representations, express or implied, with regard to the Township’s ownership interest in the subject portion of the roadway known as Cedar Lake East and enters into this agreement only with respect to any public rights in the subject portion of Cedar Lake East that may exist. There may be other parties, such as the Cedar Lake Property Owners Association and the owner(s) of Block 61307, Lot 568 who have legal rights in the subject portion of Cedar Lake East whose consent may be necessary in order for the Sewer Lateral to be installed. It is the Property Owners’ responsibility to obtain all such consents, approvals and/or easements.

IN WITNESS WHEREOF, the said parties hereto have executed this Agreement as of the day and year first above written and have, by resolution, authorized the execution by their duly authorized officers and their corporate seals to be affixed.

ATTEST: TOWNSHIP OF DENVILLE

Donna I. Costello, Clerk

By Thomas W. Andes, Mayor

WITNESS:

Kathleen A. Costello, Deputy Clerk

Peter Didato

Kathleen A. Costello, Deputy Clerk

Paula Didato
STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on , 2013, DONNA I. COSTELLO 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 Council; (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 , 2013.

(Notary sign, seal, stamp)

Donna I. Costello, Clerk

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2013,

PETER DIDATO and PAULA DIDATO 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 Agreement; and; (b) signed, sealed and delivered this Agreement as his or her act and deed.

Sworn and subscribed to before me this day of June , 2013.

(Notary sign, seal, stamp)

OFFICIAL SEAL
KATHLEEN A. COSTELLO
NOTARY PUBLIC-NEW JERSEY
RESOLUTION AUTHORIZING AGREEMENT FOR ENVIRONMENTAL RESOURCE INVENTORY SERVICES

WHEREAS, there exists a need for certain specialized services in connection with the preparation of an updated Environmental Resource Inventory (ERI) for the Township of Denville; and

WHEREAS, the Township solicited quotes and desires to retain The Land Conservancy of New Jersey, to perform these services for the sum of $10,000.00; and

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of an agreement with The Land Conservancy of New Jersey for the preparation of an updated Environmental Resource Inventory for the Township in the amount of $10,000.00.

2. A copy of the agreement is on file in the Office of the Municipal Clerk.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC, MUNICIPAL CLERK
May 30, 2013

Steven Ward, Business Administrator
Township of Denville Municipal Building
1 St. Mary’s Place
Denville, New Jersey 07834

Dear Steven,

Enclosed are two (2) copies of our agreement to prepare an Updated Environmental Resource Inventory (ERI) for the Township of Denville. As we discussed, the new FEMA Flood Hazard mapping will be utilized as long as they are released while we are working on the project. We have revised the agreement to include the following items as we discussed via email on Tuesday, May 28, 2012:

1. **Maps** – The Township Planner and Environmental Commission will select which 8 maps shall be produced for the ERI as part of this agreement. The Land Conservancy of New Jersey will provide recommendations and work with the Planner and Environmental Commission to determine which maps are best for the Township.

2. **Ownership of Records/Work Product** – The Land Conservancy will provide the GIS data shape files for the ERI on a compact disk at the conclusion of the project. Section 8 of the agreement has been updated to state that the text of the document will not be changed without prior written consent of The Land Conservancy.

We thank you for this opportunity and look forward to working with the Township of Denville on this project.

Sincerely,

Barbara Heskins Davis, P.P./AICP
Vice President, Programs
AGREEMENT

BY AND BETWEEN

TOWNSHIP OF DENVILLE, County of Morris
A Municipal Corporation of the State of
New Jersey, with offices located at
1 St. Mary's Place
Denville, New Jersey 07834

Hereinafter referred to as "Township"

AND

THE LAND CONSERVANCY OF NEW JERSEY
Open Space and Farmland Preservation Advisors
with offices located at
19 Boonton Avenue
Boonton, New Jersey 07005

Hereinafter referred to as "Conservancy"

WITNESSETH:

WHEREAS, with the creation of a dedicated source of tax revenue ("Open Space Trust") for the acquisition of open space, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space and farmland preservation and stewardship; and

WHEREAS, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

WHEREAS, the Township of Denville desires to develop an Updated Environmental Resource Inventory as a valuable supplement to the Township’s Master Plan, and

WHEREAS, The Land Conservancy of New Jersey is qualified to prepare Updated Environmental Resource Inventories;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:
1. Scope of Services: The Land Conservancy of New Jersey shall provide the Township Council and the Environmental Commission with the following services:

a. Develop and produce an Updated Environmental Resource Inventory (ERI) in consultation and with guidance from the Township Administration and the Environmental Commission.

b. Sections – The ERI Update will include the following sections

   i. Executive Summary
   
   ii. Geology, including physiographic provinces and bedrock/surficial geology
   
   iii. Geography and topography, including elevation
   
   iv. Climate, including prevailing conditions and climate change
   
   v. Air, including air quality
   
   vi. Hydrology, including groundwater, recharge, surface water and water quality
   
   vii. Soils, including soil type
   
   viii. Wetlands, including types of wetlands
   
   ix. Vegetation, including land cover and forest type
   
   x. Wildlife, including critical wildlife habitat, threatened and endangered species
   
   xi. Land use, including type and impervious surface coverage
   
   xii. Historic and cultural features
   
   xiii. Flood hazard areas
   
   xiv. Known contaminated sites

a. Maps: Develop up to eight (8) maps, as determined by The Land Conservancy. These may include a Land Use Map, Wetlands Map, Wellhead Protection Map, Contaminated Sites Map, and Topographic Map. The Township Planner and Environmental Commission will select which eight (8) maps shall be produced for the ERI as part of this agreement. The Land Conservancy will provide recommendations
and work with the Township Planner and Environmental Commission to determine which maps are selected.

b. **Meeting Attendance:** The Land Conservancy will attend up to four (4) meetings in Denville as part of this project, as determined by The Land Conservancy. Two (2) of these meetings will be public meetings on the Environmental Resource Inventory Update. One (1) meeting will be attendance at the adoption hearing at the Planning Board. Our fee to attend meetings above these four (4) will be with the prior written approval by Township of Denville and at an additional fee of $125 per hour.

2. **Term of Agreement:** The term of the agreement shall be for a twelve (12) month period commencing on June 1, 2013 and ending on May 31, 2014. The Land Conservancy will deliver a final version of the Environmental Resource Inventory Update to the Township no later than May 31, 2014. In order to complete the Inventory by this date, The Land Conservancy needs to receive the informational materials and documents, as identified by The Land Conservancy from the Township, no later than July 15, 2013. Township representatives and municipal officials involved in the development of the Inventory will meet six (6) weeks prior to the delivery of the final version of the Inventory to determine if there are any deficiencies due to the lack of information requested by The Land Conservancy but not delivered from the Township.

3. **Total Compensation:** Payment shall be made by the Township to The Land Conservancy for a fee of ten thousand dollars ($10,000.00) payable in equal installments at the execution of this Agreement and at the delivery of one (1) copy of the final version of the Environmental Resource Inventory Update. Provided that pertinent information is available and accessible with little delay, The Land Conservancy will finish the Inventory by May 31, 2014. The Land Conservancy will have a draft of the Inventory ready for review by municipal officials by December 31, 2013, provided the mapping is completed.
The Land Conservancy is able to keep the costs for these services low thanks to a generous grant from the Geraldine R. Dodge Foundation which underwrites this program.

4. **Payment Procedures:** The Land Conservancy shall be responsible in submitting to the Township Clerk a voucher with specific charges. Method of payment shall comply with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-16, which prohibits the governing body of any local unit from paying out any of its monies “unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct.”

5. **Deliverables:** The Inventory and Maps will be produced using the format created by The Land Conservancy for Environmental Resource Inventories (ERI). The Land Conservancy will complete one (1) Draft Inventory for Township review. The Land Conservancy will deliver one (1) Draft Inventory of ERI Update in color hard copy, unbound, and one (1) compact disc (CD) with a copy of the Draft Inventory of the ERI Update in a .pdf format. The Township will provide its comments to The Land Conservancy on the Draft Inventory. Once the comments are received, The Land Conservancy will finalize the ERI Update. Upon completion of the final Inventory, The Land Conservancy will provide the Township one (1) hard copy, in color, of the final version of the Inventory. The Land Conservancy will also provide three (3) compact discs (CD) that will contain the text of the Inventory in .pdf format. In addition, The Land Conservancy will include the ArcGIS shape files for the data used to create the maps. All maps will be prepared at a size of 8 ½ by 11 inches for inclusion in the Inventory document.

6. **Delivery of Final Product:** Upon delivery of the Final Inventory Update to the Township, The Land Conservancy will include a cover letter stating that the Inventory Update is now complete.

7. **Ownership of Records:** All records, maps, plans and data pertaining to any Township open space issue and any other information utilized or gathered by
The Land Conservancy on behalf of the Township shall be surrendered to the Township upon expiration of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any information known to it to be non-public.

8. **Work Product:** All material and work product, researched, created and pursuant to this agreement belong solely to The Land Conservancy. The text of the ERI report may not be modified by the Township or anyone on its behalf without the prior written consent of The Land Conservancy.

9. **Cancellation of Agreement:** Both the Township and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy’s abilities, and that an orderly transition of the project will be made in cooperation with the Township Clerk.

10. **Mandatory Affirmative Action Compliance.** During the term of this agreement, the parties 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 and made a part of this Agreement.

11. **Arbitration.** This Agreement is the entire agreement of the parties on the subject matter, superseding all prior written or oral understandings or agreements, and may be amended only by a writing signed by both parties. All disputes in respect of this Agreement not settled by negotiation within 30 days of written notice thereof by either party to the other shall be submitted by one party or the other to non-binding mediation by a mutually agreed upon mediator and if not settled within 60 days of such notice shall be finally resolved by confidential binding arbitration in Morristown, New Jersey under the rules then in effect of the American Arbitration Association (other than its Administrative Rules) by a panel of three arbitrators, one selected by each party and the third by the two so selected. Any decision by a majority or more of the arbitrators may be entered as a judgment in any court having
jurisdiction. The arbitrators shall have no authority to amend this Agreement. One-half of the expenses of the mediator of any mediation and the arbitrators in any arbitration shall be borne by each party.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this day of 2013.

Township Clerk

WITNESS:

By __________________

Mayor

ATTEST: TOWNSHIP OF DENVILLE

By

THE LAND CONSERVANCY OF NEW JERSEY

By __________________

David J. Epstein, President
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICES 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, 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 personal 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.

The Land Conservancy of New Jersey
Company Name

Officer Signature
David J. Epstein, President.

Date 5/30/13

Telephone Number (973) 541-1010

(Rev. 4/2010)
AGREEMENT

BY AND BETWEEN

TOWNSHIP OF DENVILLE, County of Morris
A Municipal Corporation of the State of
New Jersey, with offices located at
1 St. Mary’s Place
Denville, New Jersey 07834

Hereinafter referred to as “Township”

AND

THE LAND CONSERVANCY OF NEW JERSEY
Open Space and Farmland Preservation Advisors
with offices located at
19 Boonton Avenue
Boonton, New Jersey 07005

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WITNESSETH:

WHEREAS, with the creation of a dedicated source of tax revenue (“Open Space Trust”) for the acquisition of open space, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space and farmland preservation and stewardship; and

WHEREAS, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

WHEREAS, the Township of Denville desires to develop an Updated Environmental Resource Inventory as a valuable supplement to the Township’s Master Plan, and

WHEREAS, The Land Conservancy of New Jersey is qualified to prepare Updated Environmental Resource Inventories;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:
1. **Scope of Services:** The Land Conservancy of New Jersey shall provide the Township Council and the Environmental Commission with the following services:

   a. Develop and produce an **Updated Environmental Resource Inventory (ERI)** in consultation and with guidance from the Township Administration and the Environmental Commission.

   b. **Sections** – The ERI Update will include the following sections

      i. Executive Summary

      ii. Geology, including physiographic provinces and bedrock/surficial geology

      iii. Geography and topography, including elevation

      iv. Climate, including prevailing conditions and climate change

      v. Air, including air quality

      vi. Hydrology, including groundwater, recharge, surface water and water quality

      vii. Soils, including soil type

      viii. Wetlands, including types of wetlands

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      xii. Historic and cultural features

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      xiv. Known contaminated sites

   a. **Maps:** Develop up to eight (8) maps, as determined by The Land Conservancy. These may include a Land Use Map, Wetlands Map, Wellhead Protection Map, Contaminated Sites Map, and Topographic Map. The Township Planner and Environmental Commission will select which eight (8) maps shall be produced for the ERI as part of this agreement. The Land Conservancy will provide recommendations.
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3. **Total Compensation:** Payment shall be made by the Township to The Land Conservancy for a fee of ten thousand dollars ($10,000.00) payable in equal installments at the execution of this Agreement and at the delivery of one (1) copy of the final version of the Environmental Resource Inventory Update. Provided that pertinent information is available and accessible with little delay, The Land Conservancy will finish the Inventory by May 31, 2014. The Land Conservancy will have a draft of the Inventory ready for review by municipal officials by December 31, 2013, provided the mapping is completed.
The Land Conservancy is able to keep the costs for these services low thanks to a generous grant from the Geraldine R. Dodge Foundation which underwrites this program.

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5. Deliverables: The Inventory and Maps will be produced using the format created by The Land Conservancy for Environmental Resource Inventories (ERI). The Land Conservancy will complete one (1) Draft Inventory for Township review. The Land Conservancy will deliver one (1) Draft Inventory of ERI Update in color hard copy, unbound, and one (1) compact disc (CD) with a copy of the Draft Inventory of the ERI Update in a .pdf format. The Township will provide its comments to The Land Conservancy on the Draft Inventory. Once the comments are received, The Land Conservancy will finalize the ERI Update. Upon completion of the final Inventory, The Land Conservancy will provide the Township one (1) hard copy, in color, of the final version of the Inventory. The Land Conservancy will also provide three (3) compact discs (CD) that will contain the text of the Inventory in .pdf format. In addition, The Land Conservancy will include the ArcGIS shape files for the data used to create the maps. All maps will be prepared at a size of 8½ by 11 inches for inclusion in the Inventory document.

6. Delivery of Final Product: Upon delivery of the Final Inventory Update to the Township, The Land Conservancy will include a cover letter stating that the Inventory Update is now complete.

7. Ownership of Records: All records, maps, plans and data pertaining to any Township open space issue and any other information utilized or gathered by
The Land Conservancy on behalf of the Township shall be surrendered to the Township upon expiration of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any information known to it to be non-public.

8. **Work Product:** All material and work product, researched, created and pursuant to this agreement belong solely to The Land Conservancy. The text of the BRI report may not be modified by the Township or anyone on its behalf without the prior written consent of The Land Conservancy.

9. **Cancellation of Agreement:** Both the Township and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy’s abilities, and that an orderly transition of the project will be made in cooperation with the Township Clerk.

10. **Mandatory Affirmative Action Compliance.** During the term of this agreement, the parties 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 and made a part of this Agreement.

11. **Arbitration.** This Agreement is the entire agreement of the parties on the subject matter, superseding all prior written or oral understandings or agreements, and may be amended only by a writing signed by both parties. All disputes in respect of this Agreement not settled by negotiation within 30 days of written notice thereof by either party to the other shall be submitted by one party or the other to non-binding mediation by a mutually agreed upon mediator and if not settled within 60 days of such notice shall be finally resolved by confidential binding arbitration in Morristown, New Jersey under the rules then in effect of the American Arbitration Association (other than its Administrative Rules) by a panel of three arbitrators, one selected by each party and the third by the two so selected. Any decision by a majority or more of the arbitrators may be entered as a judgment in any court having
jurisdiction. The arbitrators shall have no authority to amend this Agreement. One-half of the expenses of the mediator of any mediation and the arbitrators in any arbitration shall be borne by each party.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this day of 2013.

ATTEST: TOWNSHIP OF DENVILLE

By ____________________
Mayor

THE LAND CONSERVANCY OF NEW JERSEY

By ____________________
David J. Epstein, President
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES 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, 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 personal 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.

The Land Conservancy of New Jersey
Company Name

David J. Epstein, President.

Date: 5/30/10
Telephone Number: (973) 541-1010

(Rev. 4/2010)
TOWNSHIP OF DENVILLE

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

Date of Request 06/25/13

The Land Conservancy of NJ
19 Boonton Avenue
Boonton, NJ 07005
Name and Address of Contractor

Update Environmental Resource Inventory (ERI) $10,000.00
Name of Description of Pending contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-27-335-256</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>01-201-20-165-256</td>
<td>2,500.00</td>
<td>2,500.00</td>
</tr>
<tr>
<td>01-201-20-180-257</td>
<td>2,500.00</td>
<td>2,500.00</td>
</tr>
</tbody>
</table>

TOTAL $10,000.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

01-201-27-335-256 $5,000.00
01-201-20-165-256 2,500.00
01-201-20-180-257 2,500.00

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

COMMENTS:
Fund availability are predicated on available budget

CERT13-10

Michael J Guarino Date 06/25/13
Chief Financial Officer
RESOLUTION

WHEREAS, the Township has collected fees from Developers pursuant to the approval of the Council on Affordable Housing ("COAH") and a Development Fee Ordinance approved by COAH; and

WHEREAS, the collected funds may only be expended in accordance with the approved spending plan; and

WHEREAS, the current spending plan, approved by COAH on November 28, 2011 provides for the use of $500,130.98 of such funds for rehabilitation of existing housing for the period of 2011 through 2018; and

WHEREAS, regulations promulgated by the COAH require that all fees shall be committed for expenditure within four years from the date of collection and if not so committed then the municipality is required to transfer the remaining unspent balance to the New Jersey Affordable Housing Trust Fund; and

WHEREAS, in accordance with said regulations, funds collected prior to June 30, 2009 must be committed or spent by June 30, 2013; and

WHEREAS, the Township desires to transfer the funds committed for rehabilitation costs for calendar year 2012 and 2013 to the Denville Rehabilitation Trust Fund; and

WHEREAS, the Township has committed in the spending plan the sum of $62,516.37 annually for rehabilitation costs; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available in the Affordable Housing Trust Fund for these purposes.

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 sum of $125,032.74 be transferred to the Denville Rehabilitation Trust Fund for rehabilitation projects performed in accordance with the rules and regulations of the Council on Affordable Housing.

2. This resolution shall take effect immediately.


Certification Dated: ________________________

Donna I. Costello, RMC/CMC
Municipal Clerk