

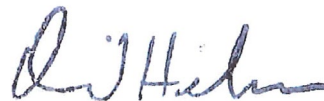
**THE MORRIS COUNTY PARK COMMISSION**  
**TUESDAY, OCTOBER 11, 2022**  
**WORKSHOP AGENDA**

PURSUANT TO N.J.S.A. 10:4-6 et seq., THE MORRIS COUNTY PARK COMMISSION hereby notifies the public that a Park Commission Workshop meeting will be convened at 9:30 a.m. prevailing time on Tuesday, October 11, 2022 at the Cultural Center, 300 Mendham Road, Morristown, New Jersey. The following items are included on the Agenda for the meeting:

1. Call to Order – 927<sup>th</sup> Meeting
2. Reading of Meeting Notice
3. Roll Call
4. Salute to the Flag
5. Oath of Office - Park Commissioner Mohamed Seyam
6. Presentation by Commissioner Gabel entitled, “How I Spent My Summer Vacation”
7. Report by Morris County Sheriff’s Office - Chief Warrant Officer Ambrose
8. Committee Reports:
  - A. Finance & Budget Committee
    1. 2023 Operating Budget Preparation
  - B. Promotion & Business Activities Committee
    1. Recreation staff will report on a proposed event to be co-sponsored with the Lakeland Junior Track & Field League.
  - C. Cultural & Educational Committee
    1. Cultural & Environmental Resources staff will report on status of the Bamboo Brook Gardens Phase IV & V Restoration.
  - D. Park Development Committee
    1. Park Planning & Development staff will report on the presentation made to the Mount Arlington Land Use Board for the rehabilitation of the Pavilion at Lee’s County Park Marina.
  - E. Recreational Trails Committee
  - F. Legislative Committee
  - G. Ad Hoc Natural Resources / Park Maintenance Committee
    1. Status of Hazard Tree Management
    2. NJDEP Press Release-Beech Leaf Disease
9. Report of Executive Director
  - A. Report on meeting held with the new Highlands Council Executive Director and various staff.

In accordance with N.J.S.A. 10:4-6 et seq., the following items will be discussed in closed session from which the public will be excluded, since these items may touch upon material disclosures which may constitute an unwarranted invasion of individual privacy; may affect employee relations; may affect receipt of funds from superior government echelons; the acquisition of other relations in respect to real property; and may affect matters concerning attorney-client privilege.

10. Executive Session
  - A. Personnel & Safety Committee
  
  - B. Land Acquisition Committee
    1. Review request from the Washington Township MUA
  
  - C. Report of Counsel
  
11. Continuation of Public Session
  
12. New Business
  - A. Consideration of Executive Session Business
  - B. Consideration of Resolutions
  
13. Adjournment



David D. Helmer  
Executive Director

**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO 114-22**

**BE IT RESOLVED**, by the Morris County Park Commission on this 11<sup>th</sup> day of October 2022, that:

1. Prior to the conclusion of this regular meeting of the Morris County Park Commission, which regular meeting has been opened to the public, the Morris County Park Commission shall meet in Executive Session, from which the public shall be excluded, to discuss personnel matters, land acquisition, and report of counsel, as permitted pursuant to N.J.S.A. 10:4-12 (5), (6), (7), and (8), the pertinent provisions of the “Open Public Meetings Act.”
  
2. The time when the matters discussed pursuant to paragraph #1 hereof can be disclosed to the public is as soon as practicable after the final resolution of the aforesaid matters.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
 Stuart Lasser  
 President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Lasser						
Seabury						
Baron						
Cass-Schmidt						
Cogger						
Gabel						
McCarthy						
Seyam						
Tal						

\_\_\_\_\_, I, David Helmer, Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park Commission at a meeting held on October 11, 2022, at the Park Commission offices, 300 Mendham Road, Morristown, New Jersey.

**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 115-22**

**BE IT RESOLVED**, by the Morris County Park Commission on this 11<sup>th</sup> day of October 2022, that the following resolutions be adopted in the form attached:

Resolution Nos.

Resolution No. 116-22 through Resolution No. 123-22

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
Stuart Lasser  
President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Lasser						
Seabury						
Baron						
Cass-Schmidt						
Cogger						
Gabel						
McCarthy						
Seyam						
Tal						

\_\_\_\_\_, I, David Helmer, Deputy Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park Commission at a meeting held on October 11, 2022, at the Park Commission offices, 300 Mendham Road, Morristown, New Jersey.

**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 116-22**

**WHEREAS**, the governing body of Morris County Park Commission desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$50,000.00 to fund the following project:

- **2022 NJUCF Stewardship Grant-Resiliency Planning (UCF-2022-024)**

**WHEREAS**, the government body resolves that Stuart Lasser or the successor to the office of Commission President is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in the amount of not less than \$0.00 and not more than \$50,000.00 and (c) to execute any amendments thereto which do not increase the Grantee’s obligations, and

**WHEREAS**, the Board of Commissioners authorizes and hereby agrees to match 20% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. Zero % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement), and

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement, **NOW THEREFORE**

**BE IT RESOLVED** by the Morris County Park Commission on this 11<sup>th</sup> day of October, 2022 that this Resolution take effect immediately.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
 Stuart Lasser  
 President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 117-22**

**WHEREAS**, the Morris County Park Commission requires the services of a qualified vendor for septic pumping, removal & disposal services, and

**WHEREAS**, the Deputy Executive Director has determined and certified in writing the value of services will exceed \$17,500.00, and

**WHEREAS**, John Matthes Septic Pumping, LLC of Sparta, New Jersey shall provide Septic Pumping, Removal & Disposal Services as specified in their Quote# 091622 in the amount of \$ 0.265 Price Per Gallon and other as-needed services, and

**WHEREAS**, John Matthes Septic Pumping, LLC of Sparta, New Jersey shall Septic Pumping, Removal & Disposal Services as specified in their Quote# 091622 for a Total Lump Sum not to exceed \$ 35,000.00, and

**WHEREAS**, John Matthes Septic Pumping, LLC of Sparta, New Jersey has completed and submitted a Business Entity Disclosure Certification which certifies that John Matthes Septic Pumping, LLC, has not made any reportable contributions to a candidate or pollical committee in the County of Morris in the previous one year, and that the contract will prohibit John Matthes Septic Pumping, LLC from making any reportable contributions through the term of the contract, and

**WHEREAS**, the Director of Finance and the Treasurer have certified the availability of funds within the 60-201-83-BLD110-659 titled "Outside Hired Services" in the amount of \$35,000.00 for the Septic Pumping, Removal & Disposal Services as specified in their Quote# 091622, **NOW THEREFORE**

**BE IT RESOLVED**, by the Morris County Park Commission on this 24<sup>th</sup> day of October 2022, as, follows:

1. That a contract solicited through a non-fair and open contract pursuant to the N.J.S.A. 19:44A-20.4, et seq., and without formal competitive bidding, pursuant to provisions of N.J.S.A. 40A:11-1 et seq. be and hereby awarded to John Matthes Septic Pumping, LLC of Sparta, New Jersey.
2. That all the terms and conditions between the Park Commission and John Matthes Septic Pumping, LLC of Sparta, New Jersey be awarded as fully outlined in Quote# 091622.
3. That notice of this contract award to John Matthes Septic Pumping, LLC of Sparta, New Jersey published in the Daily Record, and the Start Ledger within ten (10) days of adoption of the Resolution.
4. That this Resolution be effective immediately.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

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Stuart Lasser  
President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 118-22**

**WHEREAS**, Contract No. 76-21 REBID, entitled "Boardwalk Reconstruction at the Great Swamp Outdoor Education Center" was awarded to Agate Construction Co., Inc., of Clermont, New Jersey by Resolution No. 103-22 in the amount of \$943,545.00 with a construction contingency fund of \$188,709.00, and

**WHEREAS**, the permit conditions require the installation of a Turtle Exclusion Barrier, to be installed by hand, and

**WHEREAS**, the Manager of Engineering Services recommends Change Order #1 for the addition of one contract item to be utilized as follows,

<b>Contract Item #</b>	<b>Description</b>	<b>Unit Rate</b>	<b>Estimated Quantity</b>	<b>Estimated Cost</b>
11	Turtle Exclusion Barrier	\$23.26/LF	2,700 LF	\$62,800.00

**WHEREAS**, the Director of Finance and the Treasurer has certified the availability of funds in Park Improvement Trust Account No. 66-216-55-Q04742-940 in the amount of \$1,132,254.00, including contingency, **NOW THEREFORE**

**BE IT RESOLVED** by the Morris County Park Commission on this 11th day of October, 2022, as follows:

1. That additional contract line item #11 be added to Contract No. 76-21 REBID as Change Order #1 as follows:

<b>Contract Item #</b>	<b>Description</b>	<b>Unit Rate</b>	<b>Estimated Quantity</b>	<b>Estimated Cost</b>
11	Turtle Exclusion Barrier	\$23.26/LF	2,700 LF	\$62,800.00

2. This Resolution shall take effect immediately.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
Stuart Lasser  
President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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\_\_\_\_\_, I, David D. Helmer, Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park commission at a meeting held on October 11, 2022, at the Park Commission Offices, 300 Mendham Road, Morristown, New Jersey.

**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 119-22**

**WHEREAS**, Contract No. 80-22, entitled "Storm Drainage Pipe Replacement at Mahlon Dickerson Reservation" was awarded to Cinelli Group Corp. of Wayne, New Jersey by Resolution No. 70-22 in the amount of \$91,089.00 with a construction contingency fund of \$18,217.80, and

**WHEREAS**, field conditions required the installation of an additional 12-inch storm line from the fishing pond, and additional excavation and rip-rap installation at the upstream end of an 18-inch pipe that was uncovered during construction; and

**WHEREAS**, the Manager of Engineering Services recommends Change Orders #1 and #3, totaling \$13,745.60 for the addition of two additional contract items to be utilized as follows,

<b>Contract Item #</b>	<b>Description</b>	<b>Estimated Cost</b>
20	CO#1: Installation of 12" Pipe	\$6,243.60
21	CO#3: Work at the upstream end of the existing 18" Pipe	\$7,502.00

**WHEREAS**, the Director of Finance and the Treasurer has certified the availability of funds in Park Improvement Trust Account No. 66-216-55-Q04710-940 in the amount of \$109,306.80, including contingency, **NOW THEREFORE**

**BE IT RESOLVED** by the Morris County Park Commission on this 11th day of October, 2022, as follows:

1. That additional contract line items be added to Contract No. 80-22 as Change Orders #1 and #3 as follows:

<b>Contract Item #</b>	<b>Description</b>	<b>Estimated Cost</b>
20	CO#1: Installation of 12" Pipe	\$6,243.60
21	CO#3: Work at the upstream end of the existing 18" Pipe	\$7,502.00

2. This Resolution shall take effect immediately.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
Stuart Lasser  
President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 120-22**

**WHEREAS**, the Director of Finance and the Treasurer have determined that the following action is appropriate to void the following checks drawn on

**Clearing Disbursement Account at Bank of America**

<u>Check No.</u>	<u>Date</u>	<u>Payee</u>	<u>Amount</u>
105156	08/30/2022	Sheaffer Supply	24.65
105238	09/13/2022	Treasurer, State of NJ	50.00

**NOW THEREFORE BE IT RESOLVED**, by the Morris County Park Commission on this 11<sup>th</sup> day of October 2022, that the action of the Director of Finance and the Treasurer in voiding the above checks be confirmed.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
 Stuart Lasser  
 President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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\_\_\_\_\_, I, David D. Helmer, Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park Commission at a meeting held on October 11, 2022 at the Cultural Center, 300 Mendham Road, Morristown, New Jersey.

**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 121-22**

**WHEREAS**, the Morris County Park Commission deems it appropriate and in the public interest to establish policies to guide the effective operation of its facilities and programs, **NOW THEREFORE**

**BE IT RESOLVED**, by the Morris County Park Commission on this 11th day of October 2022 that the appended policy titled, “*Lending/Borrowing Park Commission Historic Collections and Exhibit Materials*” is presented in the form attached effective immediately on a prospective basis.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
 Stuart Lasser  
 President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
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MORRIS COUNTY PARK COMMISSION

Policy and Procedure

<b>Subject:</b>  <i>Lending/Borrowing Park Commission                  Historic Collections and Exhibit Materials</i>	Effective Date: December 21, 1992	Approval: Res. No. 178-92
	Revised Date: March 28, 2005	Approval: Res. No. 66-05
	Revised Date: October 11, 2022	Approval: Res. No. 121-22
	Revised Date:	Approval:

**Purpose:**

To establish what Historic Collections and exhibit materials will be borrowed or loaned, who may borrow said materials, and how they are to be protected for the duration of the loan period.

**Policy:**

As part of the exhibit program of the Morris County Park Commission, which includes creating new exhibits, enhancing existing exhibits, and professional study, Park Commission staff may borrow or lend objects and/or curated exhibit materials to or from museums, educational and historical organizations, and other related facilities and organizations in a mutually beneficial manner. The Park Commission reserves the right to refuse to accept a loan request. Only an appropriate Park Commission employee (e.g. Curator of Collections and Exhibits and/or Historic Sites Manager), may initiate a loan request.

**Definition:**

**1. Outgoing Loans**

An outgoing loan temporarily transfers custody of designated MCPC Historic Collection item(s) for a specific period of time to another organization. An agreement protects both parties by specifying the conditions of the loan. Loans from the MCPC Historic Collection and Curated Exhibits shall be made to non-profit, education, scholarly and government institutions. Requests to borrow items from the Park Commission shall be submitted in writing to the Curator of Collections and Exhibits and/or Historic Sites Manager including artifacts requested, loan duration and the intended use and/or display of requested items. The Park Commission shall be properly acknowledged as the lender. Loans of Park Commission materials are not made to private individuals for personal use. The loan item shall not be transferred to any individual or institution without prior written authorization from the Curator of Collections and Exhibits. Any and all objects may be withdrawn from the loan if for any reason the borrower does not comply with all policies and procedures set by the Park Commission regarding the loan. Outgoing loans shall be reviewed every two years for possible recall or deaccession.

**2. Incoming Loans:**

An incoming loan temporarily transfers custody of designated items to the Park Commission for a specific period of time from another organization or individual in which there is no transfer of ownership. The Park Commission shall accept items on loan and Curated Exhibits from non-profit, education, scholarly, and government institutions, which fill a gap in the MCPC Historic Collection and/or are needed for exhibition or programmatic display. The Park Commission does not accept unsolicited loans. Items will not be accepted if the MCPC Historic Collection already owns items that fulfill exhibit or program display needs. The Park Commission will accept loans from private individuals that are deemed by the Curator of Collections and/or the appropriate personnel to be critically important to the interpretation of Park Commission sites. Incoming loans shall only be accepted for objects needed for exhibition, research or programmatic display and not exceed a two-year loan period or the duration of a

particular exhibit cycle. Costs of storage, security, transportation, conservation and condition considerations, insurance, ability to withstand travel, lender's restrictions, and problems of provenance or copyright shall all be considered before accepting any loan. While the loans are in Park Commission possession they will be handled, stored, and exhibited with the same level of care provided to objects owned by the Park Commission unless otherwise stipulated by the lending institution. The Park Commission will not conserve or repair loaned objects without the permission of the lending institution.

Any item(s) brought to the Park Commission and left by the owner should be recorded in a Temporary Custody Form and/or Loan Form. The Park Commission shall not provide free storage, conservation treatment, or insurance to lenders beyond the agreed loan terms. Any failure to remove loaned item(s) will result in their being considered abandoned property which may eventually result in their disposal, for further details see 117-16 Deaccession Policy (Unclaimed Loans). If the Lender wishes to terminate the agreement, the Lender must notify the Park Commission in writing at least 45 days in advance.

### **3. Long-Term**

A Long-term loan is an incoming loan that exceeds a period of two years including renewals which is needed for exhibition, research or programmatic display. The Park Commission does not accept items on a long-term loan basis due to the expenses involved in housing, handling, maintaining, insuring, and exhibiting loaned items. Exceptions may be made if material is of unusual importance, and with the approval of the appropriate personnel. Long-term loans shall be reviewed by the Curator of Collections and Exhibits every two years for return, extension, or conversion to accession.

### **4. Custody Loan**

A Custody Loan is an incoming loan that chiefly benefits the lender or a third party (for identification, preservation, or storage for another non-profit,) and a Storage Agreement will be arranged. The Park Commission shall not cover the loan under its fine arts insurance, and shall only assume liability for gross negligence on the Park Commission's part unless otherwise stipulated in the Storage Agreement.

#### **General Criteria:**

Each loan shall be for a specified period of time and shall be documented and monitored according to established collection care procedures. Each loan must be secured by a written loan agreement between the Park Commission and its Borrowers/Lenders prior to receipt of the artifacts or exhibit materials. All loans must meet the following criteria, be approved and shall be charged an appropriate processing fee. Loans are accepted dependent on:

1. the ability of the object to enhance the Park Commission's offerings;
2. the ability of the object to be kept on display for the loan period;
3. the condition of the object, and ability to withstand the ordinary strains of packing and transportation.
4. whether the lender is willing to agree to appropriate terms;
5. whether the Park Commission has appropriate exhibition and storage space for the loaned item;
6. the possibility that the loan might aid in eventual acquisition of the work through gift or bequest;

Loans must be refused whenever there exists:

1. the possibility that the loan might appear to give rise to commercial exploitation or bring discredit upon the Park Commission;
2. an unsatisfactory provenance;
3. the possibility that the primary reason for the loan is for safe or proper storage of the object;
4. the lender will not agree to the terms of the loan or associated fees;
5. the loan does not in any way benefit the Park Commission and is a drain on limited resources.



**Approval and Review:**

The appropriate Park Commission employees and/or Commissioners must approve all proposed loans. Permission will be based upon general criteria, value, condition, availability, duration, and proposed use of items. If a loan is valued at less than \$1,000.00 the appropriate staff member (e.g. Curator of Collections and Exhibits and/or Historic Sites Manager), will determine if an object or exhibit item can be lent to or borrowed from an appropriate organization or individual. The Director of Historic and Interpretive Sites, and the Cultural and Educational Committee must approve high value loans, at more than \$1,000.00 (or the County Fixed Asset minimum amount), or if the loan term will exceed two years. Any loan which requires Special Conditions will have those Conditions added to the Loan Agreement and will be subject to approval by the Historic Sites Manager and/or Director of Historic and Interpretive Sites.

**A. Insurance**

All items on loan shall be insured. As a general practice, incoming loans shall be insured by the County of Morris General Liability Policy or the lender. Any exception or waivers of this policy shall be approved by the Manager of Historic Sites and/or Director of Historic and Interpretive Sites. In the case of Custody Loans the insurance will be the responsibility of the Lender. A Certificate of Insurance (COI) for objects on loan will be provided by request.

**Process:**

All loans will:

1. be reviewed by appropriate Collections staff members at monthly Collections Meetings, and recommendation for acceptance determined in accordance with Park Commission policies;
2. be goal oriented with the purpose of the loan clearly written on the loan form;
3. objects will be registered on loan to the Loan Log and documentation will be kept by the appropriate Collections Staff member;
4. receive written condition reporting or assessment;
5. conform to all legal and ethical standards of AAM Code of Ethics;
6. any high value loan will be reported to Risk Management and a (COI) issued by request;
7. A Loan Agreement form will be completed and signed by both parties prior to any objects leaving a facility or coming onsite See *attached form*;

Outgoing loans will:

1. be initiated in writing by the borrower at least 90 days in advance of the loan, describing the purpose of the loan, listing all item(s) desired, and the timeline of the loan request;
2. objects are registered by accession or loan number, valued, and photographed prior to leaving the Park Commission;
3. the borrower must agree to pay, if necessary, any staff labor, supply costs, and transportation or other expenses incurred in carrying the loan out See *Fee Schedule*;

Incoming loans will:

1. ensure the lender has clear title and ownership over the loan materials and authorization to lend the items;

Long-Term and Custody loans will:

1. have insurance coverage provided by the Borrower with COI or waiver provided;
2. the lender must agree to pay, if necessary, any storage fees or other expenses incurred in carrying the loan out See *Fee Schedule*;
3. be reviewed every two years by Curator of Collections and Exhibits

**Fees:****Outgoing Loans**

Loans and /or traveling exhibit materials to be used outside the Park Commission shall be charged a flat fee according to the fee schedule which covers 2 hrs. of staff time, requests in excess of that time will be billed according to the Park Commission fee schedule. Packing, shipping, and transportation, including material and labor will be covered by the Borrower. The Borrower is responsible for all conservation fees related to the requested loan items and all other loan-related costs. The Borrower will receive an invoice for these fees with written approval of the loan.

**Long-Term and Custody Loans**

Long-Term Loan Requests for the Park Commission to loan item and/or store items in an excess of 2 years require approval by the Cultural and Educational Committee, will be charged annual renewal fee for administrative, maintenance; and monthly storage fees according to the Park Commission's fee schedule. Storage will be billed annually by square footage. The cost of all insurance for the duration of the loan period (in transit and on location) of each object's appraised value will be covered by the Lender.

# MORRIS COUNTY PARK COMMISSION

300 Mendham Road | P.O. Box 1295 | Morristown, New Jersey 07962-1295  
Telephone: 973.326.7600 | Fax: 973.644.2726 | TTY Relay: 7-1-1  
Website: [www.morrisparks.net](http://www.morrisparks.net)

## LOAN AGREEMENT

Lender: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Borrower: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Purpose: \_\_\_\_\_

Insurance by: \_\_\_\_\_ Amount: \_\_\_\_\_

Date of loan from: \_\_\_\_\_ to: \_\_\_\_\_

Method of shipment: \_\_\_\_\_ by: \_\_\_\_\_

Description, condition and appraised value of object(s): *If necessary, continue on reverse.*

Special instructions for care \_\_\_\_\_

See below (Loan Terms and Conditions) for any special loan terms.

Applicable Fee: \_\_\_\_\_

The Morris County Park Commission agrees to BORROW FROM / LEND TO:

### **Borrower/Lender**

the above-listed for the purpose and dates given. The lender states that the item(s) in this loan are his/her property. All changes in this agreement must be in writing with the consent of both parties. No item(s) may be used for other purposes or lent to a third party without the agreement of the Lender. By signing below, all parties agree to the Loan Conditions as stated on the reverse.

\_\_\_\_\_  
Lender Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
C&E Committee Approval Date

If Lender/Borrower is not owner, state authority: Owner

The Lender Acknowledges they

**RETURN**

Received by \_\_\_\_\_

If person receiving item(s) is not owner, state authority \_\_\_\_\_

Condition upon return: \_\_\_\_\_

*One copy for borrower. One copy for lender.*

**Loan Terms and Conditions:**

1. LENDER warrants full title as the sole owner of the objects listed on this agreement or as the legal representative of the owner. It is the responsibility of the LENDER (or legal representative) to give prompt notice to the BORROWER if there is a change in ownership of the objects on loan or if there is a change in the identity or address of the LENDER.
2. The BORROWER agrees to provide insurance covering the item(s) while on display, in transit, and in storage. If item(s) are being borrowed from the Morris County Park Commission, the BORROWER may be required to provide a Certificate of Insurance naming the Morris County Park Commission as the insured prior to the borrowed material(s) leaving the premises. If the LENDER elects to provide their own insurance, any failure of the LENDER to provide the agreed upon insurance certificate constitutes a complete release of the BORROWER for damage to or loss of the property placed on loan. If insurance is waived by the LENDER, this waiver constitutes a complete release of the BORROWER from any liability arising from the loan. If a valuation is not provided by the LENDER, the LENDER shall agree to accept an insurance value set by the BORROWER and that this value is not to be considered an appraisal. If the BORROWER does not provide its own insurance coverage on the items they will be covered under the Morris County General Liability Insurance of the Park Commission and fees may apply. See Fee schedule.
3. The period of the loan shall be specified between the parties and clearly stated on the loan agreement. Unless otherwise agreed to in writing, the loan will terminate on the date specified on the Loan Agreement form. This period shall not exceed one year without renewal of the loan agreement.
4. Evidence of damage at the time of receipt or while in BORROWER'S custody will be promptly reported by a Condition Report to the LENDER conducted by the BORROWER. No repairs, treatments, or alterations may be undertaken by BORROWER without written authorization from owner.
5. If the LENDER desires to be identified to the public as the LENDER, the BORROWER agrees to do so.
6. Unless otherwise notified in writing by the LENDER, the BORROWER may photograph or reproduce by other conventional means objects onsite for educational, publication and/or publicity purposes. It is understood that the Park Commission does not restrict the use of cameras by the general public in its exhibition areas.
7. Transportation of items will be in a manner approved by the LENDER, the cost of which will be

borne by the BORROWER. Unless otherwise notified in writing, the BORROWER will release item(s) only to the LENDER or his/her legal representative.

8. If the BORROWER'S effort to return the item(s) is unsuccessful, than at the end of one (1) year following the expiration date of the Loan Agreement, the BORROWER reserves the right to treat the loaned property as a gift and claim title.
9. The BORROWER will give the same care and protection to the borrowed item(s) as it does to objects in its own collections. The BORROWER agrees to protect all borrowed material(s) from exposure to direct sunlight or unfiltered fluorescent light or other environmental hazards, and to provide a secure area for the display of the exhibition.
10. In the case of both textual and visual materials (including photographs and works of art), it is the responsibility of the BORROWER to secure permission from the appropriate copyright holder to quote, publish, or reproduce items from the MCPC Historic Collections.
11. If the conditions of this loan agreement are not adhered to, the Park Commission reserves the right to recall the loan.
12. If the loan chiefly benefits the lender or a third party, the Park Commission will deem the loan a Storage Agreement and fees may apply. *See Fee Schedule.*
13. The BORROWER will receive forty-five (45) days written notice for any changes concerning the loan agreement. In the event of an emergency, the BORROWER will notify the LENDER; within twenty-four (24) hours or as soon as safely possible.

# MORRIS COUNTY PARK COMMISSION

300 Mendham Road | P.O. Box 1295 | Morristown, New Jersey 07962-1295

Telephone: 973.326.7600 | Fax: 973.644.2726 | TTY Relay: 7-1-1

Website: [www.morrisparks.net](http://www.morrisparks.net)

## Storage Agreement

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

MCPC Storage Location: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Purpose: \_\_\_\_\_

Insurance by: \_\_\_\_\_ Amount: \_\_\_\_\_

Date of loan from: \_\_\_\_\_ to: \_\_\_\_\_

Items and Description:

I have read and agreed to the conditions printed on the attached page and certify that I have full authority to enter into this agreement. All changes in this agreement must be in writing with the consent of both parties. By signing below, all parties agree to the Conditions as stated on the reverse.

Applicable Fee: \_\_\_\_\_

Received by:

Received from:

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
C&E Committee Approval Date

## CONDITIONS FOR STORAGE AGREEMENT:

1. The OWNER warrants full title as the sole owner of the objects listed on this agreement or as the legal representative of the owner(s). OWNER shall provide most recent inventory list.
2. OWNER agrees to release, save, and hold harmless the Morris County Park Commission, and its officials, employees, and agents from any and all liability for, claim or action arising directly or indirectly out of any damage or loss to the items which have been brought onto the property.
3. Insurance is the responsibility of the OWNER.
4. The period of the custody shall be specified between the parties and not to exceed 5 years without extensions. Extensions shall require written permission from the OWNER.
5. Object transportation will be the responsibility of the OWNER.
6. The OWNER certifies that objects brought on site are in good condition, pest free and able to withstand the ordinary strains of cleaning, packing, shipping, and handling.
7. The Park Commission will not clean, repair, or otherwise alter the objects without the OWNER's written permission.
8. Evidence of damage at the time of receipt or while in the Park Commission's custody will be promptly reported to the OWNER.
9. If the OWNER desires to be identified to the public as the owner, the Park Commission agrees to do so.
10. Unless otherwise notified in writing by the OWNER, the Park Commission may photograph or reproduce by other conventional means objects onsite for educational, publication and/or publicity purposes.
11. It is understood by the OWNER that the Park Commission does not restrict the use of cameras by the general public in its exhibition areas.
12. If the Park Commission's effort to return the storage items is unsuccessful, then at the end of one (1) year following the expiration date of the Storage Agreement, the Park Commission reserves the right to treat the loaned property as a gift and claim title.
13. The OWNER must agree to pay any administrative, storage fees, and/or any other associated fees.
14. The OWNER will receive forty-five (45) days written notice for any changes concerning the storage agreement. In the event the storage space is impacted or no longer available, the Park Commission will notify the OWNER; within twenty-four (24) hours in the case of an emergency or as soon as safely possible and upon forty-five (45) days written notice for scheduled activities, such as building renovation. It will be the responsibility of the OWNER to secure new storage space.
15. If the conditions of this Storage Agreement are not adhered to, the Park Commission reserves the right to return the stored items.

**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 122-22**

**WHEREAS**, N.J.S.A. 40A:4-87 allows 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 thereof was not determined at the time of the adoption of the budget, and

**WHEREAS**, the Director of Finance certifies that the Morris County Park Commission has realized or is in receipt of written notification of the private, state or federal monies cited in this resolution, which meets all statutory requirements and will be included in the 2022 budget,  
**NOW THEREFORE**

**BE IT RESOLVED** that the Morris County Park Commission hereby amends the Year 2022 Operating Budget to add the following revenue and appropriations:

Revenue/Appropriation Account:

- Friends of Frelinghuysen Arboretum Support Grant #1010 – 60-192-10-FRIEFA-888/60-201-41-FRIEFA-090 \$3,500.00 (additional as previously awarded by Res. 45-22 on March 28, 2022, for a total amount of \$7,000.00)
- Total amendment to the 2022 Operating Budget: \$3,500.00

October 11, 2022

MORRIS COUNTY PARK COMMISSION

\_\_\_\_\_  
 Stuart Lasser  
 President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Lasser						
Seabury						
Baron						
Cass-Schmidt						
Cogger						
Gabel						
McCarthy						
Seyam						
Tal						

\_\_\_\_\_, I, David D. Helmer, Executive Director of the Morris County Park Commission, do hereby certify that the above is a true and correct copy of a resolution adopted by the Morris County Park Commission at a meeting held on October 11, 2022 at the Cultural Center, 300 Mendham Road, Morristown, New Jersey.



**MORRIS COUNTY PARK COMMISSION**  
**RESOLUTION NO. 123-22**

**WHEREAS**, the Local Public Contracts Law 40A:11-4 requires that every contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid thresholds, shall be awarded only by resolution of the governing body; and

**WHEREAS**, the Morris County Park Commission, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7, may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program and Cooperative Pricing Systems for any contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**WHEREAS**, the State of New Jersey (State) and/or the Morris County Cooperative Pricing Council (MCCPC) and/or the Somerset County Cooperative (SOCCP) and/or the Educational Services Commission of New Jersey (ESCNJ) and/or the Hunterdon County Educational Services Commission (HCESC) and/or the Bergen County Cooperative Contract (#CK04-Bergen) and/or the Cranford Police Cooperative Pricing System (CPCPS) and/or Sourcewell Contract have awarded contracts to various vendors as lowest responsible, responsive bidders for State, County and Regional Cooperative Pricing contracts; and

**WHEREAS**, by way of this resolution the Morris County Park Commission seeks to use for following State Contract and Cooperative Purchasing:

<b>Vendor:</b>	<i>Amended - Ciocca Ford of Flemington, New Jersey</i>		
<b>Funding:</b>	<i>64-216-55-967239-940</i>		
<b>Contract:</b>	<i>Amended – NJ State Contract T2007 (Bid #19DPP00311)</i>		
<b>Lot #</b>	<b>Description</b>	<b>Amount</b>	<b>Dept.</b>
28	Amended – 2023 Ford Escape S 4WD	31,340.75	Nat Res
29	Amended – 2023 Ford Escape S 4WD	31,340.75	Planning
30	Amended – 2023 Ford Escape S 4WD	31,340.75	Vis Serv
33	Amended – 2023 Ford Escape S 4WD	31,340.75	Administration

**WHEREAS**, the Director of Finance and the Treasurer have certified the availability of funds in the Park Capital Accounts listed above, **NOW THEREFORE**

**BE IT RESOLVED** by the Morris County Park Commission on this 11<sup>th</sup> day of October, 2022 as follows:

1. That staff is authorized to make these purchases.
2. That this Resolution take effect immediately.

October 11, 2022

MORRIS COUNTY PARK COMMISSION

---

Stuart Lasser  
President

<u>Commissioner</u>	<u>Mover</u>	<u>Seconder</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Lasser						
Seabury						
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