TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
May 21, 2019, 7:30 P.M.

- Salute to the Flag
- Invocation
- Statement of Compliance with Open Public Meetings Act
- Roll Call:
  Council Members
  ____ Murphy  ____ Buie  ____ Witte
  ____ Bergen  ____ Lyden  ____ Borowiec
  ____ Gabel, Council President

  In Attendance
  ____ Mayor Andes  ____ Administrator Ward
  ____ Township Attorney Jansen  ____ Other: ______________________

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

  NATIONAL GUN VIOLENCE AWARENESS DAY
  JUNE 7th
  Laura Kaufmann
  Rosemary Troccoli

  VETERANS’ RECOGNITION CEREMONY

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

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

  Matters of Old/New Business

  ORDINANCES FOR ADOPTION
  NONE

  ORDINANCES FOR INTRODUCTION

  10-19A: An Ordinance Appropriating $44,000 from the Dog Trust Fund of the Township of Denville for the Purchase of a Replacement Animal Control Vehicle

  13-19: An Ordinance of the Township of Denville, in the County of Morris and State of New Jersey, to Extend the Lease Agreement with
Ayres/Knuth Farm Foundation, Inc. for Block 20003, Lot 1, for a Period of 25 Years, from May 30, 2029 to May 30, 2054

ITEMS FOR DISCUSSION AND/OR ACTION
NONE

RESOLUTIONS

CONSENT AGENDA:
R-19-101: Resolution Authorizing Refund of Recreation Department Fees
R-19-102: Resolution Approving the Transfer of Federal Property from the U.S. Department of Defense to the Township of Denville Police Department

NON-CONSENT AGENDA:
R-19-103: Resolution Acknowledging and Confirming the Appointment of Jeffery Heintzelman as Township of Denville Fire Official
R-19-104: Resolution Authorizing the Award of a Professional Services Agreement for Planning Consultant Services in Connection with a Tax Appeal Matter
R-19-105: Resolution Authorizing Settlement of Certain Tax Appeals
R-19-106: Resolution Authorizing the Renewal of an Agreement with the United Bow Hunters of New Jersey for the Management of Deer

MINUTES FOR ADOPTION
• May 7, 2019

R-19-107: Resolution Authorizing Executive Session to Discuss Pending Litigation in the Matter of the Application of the Township of Denville for Declaratory Judgment (Mount Laurel) and Matters Falling Within the Attorney-Client Privilege Regarding Affordable Housing Matters

MOTION TO ADJOURN
BE IT RESOLVED that an Ordinance entitled:

An Ordinance Appropriating $44,000 from the Dog Trust Fund of the Township of Denville for the Purchase of a Replacement Animal Control Vehicle

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance Appropriating $44,000 from the Dog Trust Fund of the Township of Denville for the Purchase of a Replacement Animal Control Vehicle

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 06-11-2019 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 5/21/2019
ORDINANCE NO. 10-19A

AN ORDINANCE APPROPRIATING $44,000 FROM THE DOG TRUST FUND OF THE TOWNSHIP OF DENVILLE FOR THE PURCHASE OF A REPLACEMENT ANIMAL CONTROL VEHICLE

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 $44,000 is hereby appropriated from the Dog Trust Fund of the Township of Denville for the purpose set forth in Section 2 of this Ordinance.

SECTION 2. The improvement authorized to be paid by this Ordinance is for a replacement Animal Control Vehicle, together with all attachments, accessories and equipment necessary therefore and incidental thereto.

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

ATTEST:

Kathryn Bowditch-Leon, RMC
Municipal Clerk

APPROVED:

Thomas W. Andes, Mayor
Township Of Denville

Adoption Date:
ORDINANCE NO. 13-19

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, in the County of Morris and State of New Jersey, to Extend the Lease Agreement with Ayres/Knuth Farm Foundation, Inc. for Block 20003, Lot 1, for a Period of 25 Years, from May 30, 2029 to May 30, 2054

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, in the County of Morris and State of New Jersey, to Extend the Lease Agreement with Ayres/Knuth Farm Foundation, Inc. for Block 20003, Lot 1, for a Period of 25 Years, from May 30, 2029 to May 30, 2054

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 06-11-2019 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

BE IT FURTHER RESOLVED that the Municipal Clerk be authorized and directed to advertise this ordinance in The Citizen newspaper according to law.

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 5/21/2019
ORDINANCE NO. 13-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, TO EXTEND THE LEASE AGREEMENT WITH AYRES/KNUTH FARM FOUNDATION, INC. FOR BLOCK 20003, LOT 1, FOR A PERIOD OF 25 YEARS, FROM MAY 30, 2029 TO MAY 30, 2054

WHEREAS, on August 11, 2005, the Township of Denville ("Township") entered into a twenty (20) year lease agreement with the Ayres/Knuth Farm Foundation, Inc., a non-profit corporation of the State of New Jersey, for the protection, historic preservation and enhancement of the portion of the Farm property designated as Block 20003, Lot 1; and

WHEREAS, the term of the lease was from May 31, 2005 to May 30, 2025; and

WHEREAS, on March 17, 2009, the Township adopted Resolution 09-77, which pursuant to N.J.S.A. 40A:12-15 authorized an amendment to the lease agreement for a four (4) year extension of the term to May 30, 2029, to meet a condition of the 2009 Morris County Historic Preservation Grant application; and

WHEREAS, the Township wishes to extend the lease for an additional twenty-five (25) years, to May 30, 2054, in order to meet the requirements of various historic preservation granting agencies, which require at least 20-year leases for an applicant to be eligible to receive certain grants; and

WHEREAS, N.J.S.A. 40A:12-15 permits such an extension.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the August 11, 2005 Lease Agreement between the Township of Denville and the Ayres/Knuth Farm Foundation, Inc. is hereby amended to reflect a new termination date of May 30, 2054, and that the Mayor and Township Clerk are hereby authorized to execute the lease amendment which is in a form authorized by the Township Attorney and is attached hereto.

BE IT FURTHER ORDAINED that ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED that if any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon final passage, approval, and publication in accordance with law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST: ________________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk

APPROVED: ______________________________
Mayor Thomas W. Andes
Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on _____________, 2019

______________________________
Kathryn Bowditch-Leon, RMC
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, are authorized to be issued to the residents named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
<th>PROGRAM</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revathy Srinivasan</td>
<td>$670.00</td>
<td>Summer Plus 2019</td>
<td>Withdrew two children from 3 weeks of camp and after care.</td>
</tr>
<tr>
<td>Yoriko DeSanctis</td>
<td>$88.00</td>
<td>Summer Plus 2019</td>
<td>Partial payment made. Withdrew two children from 1 week of camp and after care.</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION APPROVING THE TRANSFER OF FEDERAL PROPERTY FROM THE U.S. DEPARTMENT OF DEFENSE TO THE TOWNSHIP OF DENVILLE POLICE DEPARTMENT

WHEREAS, the 1033 Program was created by the National Defense Authorization Act pursuant to 10 U.S.C. S.2576 as part of the U.S. Government's Defense Logistics Agency Disposition Services and allows for local law enforcement agencies to obtain surplus property at little or no cost to municipalities; and

WHEREAS, pursuant to New Jersey State Statute, Chapter 23, P.L. 2015, the Mayor and Municipal Council deem it to be in the best interest of the Township to take part in the program so as to accept and secure from the Federal Government surplus military equipment which would benefit the community; and

WHEREAS, the Township of Denville Police Department has previously acquired through this program four (4) decommissioned M14 rifles which are used as part of the Department's Honor Guard.

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 approval is granted for continued enrollment in the 1033 Program for the transfer of federal property from the U.S. Department of Defense to the Township of Denville Police Department.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Dated:  
Kathryn Bowditch-Leon, RMC  
Municipal Clerk
RESOLUTION ACKNOWLEDGING AND CONFIRMING THE APPOINTMENT OF JEFFREY HEINTZELMAN AS TOWNSHIP OF DENVILLE FIRE OFFICIAL

WHEREAS, Fire Official Joseph Giordano retired effective April 30, 2019; and

WHEREAS, pursuant Chapter 10, Fire Prevention, Section 6, Appointments; Term of Office; Removal, of the Township of Denville Revised General Ordinances, the Fire Official shall be appointed by the Director of the Department of Public Safety; and

WHEREAS, Steven Ward as Director of the Department of Public Safety, has appointed Jeffrey Heintzelman to the position of Fire Official for the Township of Denville.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the appointment of Jeffrey Heintzelman to the position of Fire Official of the Township of Denville is hereby acknowledged and confirmed.

BE IT FURTHER RESOLVED that one (1) certified copy of this resolution shall be sent to the Department of Community Affairs, Division of Fire Safety for their records.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ____________________________ Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR PLANNING CONSULTANT SERVICES IN CONNECTION WITH A TAX APPEAL MATTER

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

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

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

WHEREAS, Joseph H. Burgis, PP, AICP has submitted a proposal indicating his firm will provide the planning consultant services for a sum not to exceed $22,500; and

WHEREAS, Joseph H. Burgis has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm, Burgis Associates, Inc. have not made any reportable contributions to a political or candidate committee of the Municipal Council of the Township of Denville in the previous one (1) year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #19-22, which is annexed hereto and made a part hereof, that this contract will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

01-275-55-000-001 $22,500.00

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

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


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

4. This resolution shall take effect as provided herein.

5. A Notice of this action shall be printed once in The Citizen of Morris County as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
PROFESSIONAL SERVICES
AGREEMENT

THIS AGREEMENT, made this day of , 2019, by and between:

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

(Hereinafter, “Township”)

and:

BURGIS ASSOCIATES, INC.
25 Westwood Avenue
Westwood, NJ 07675

(Hereinafter, “Firm”)

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Burgis Associates, Inc. for professional planning consultant services relating specifically to a tax appeal matter; and

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

WHEREAS, the Township desires to retain Burgis Associates, Inc. of Westwood, New Jersey to provide the above-referenced services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide professional planning consultant services as outlined in the firm's proposal dated April 22, 2019, attached hereto as Exhibit A, to the extent that it is consistent with this Agreement.

2. The Firm shall be compensated in accordance with the fees established in the attached proposal in an amount not to exceed $22,500. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

3. The Firm shall be entitled to be reimbursed for actual out-of-pocket costs for all postage, parking fees, express mail, photocopies ($0.10 per copy); telephone conference call provider fees, filing fees, recording fees, and other disbursements made on behalf of the Township of Denville.

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

ATTEST:  

Kathryn Bowditch-Leon, Clerk  

ATTEST:  

TOWNSHIP OF DENVILLE  

By: _______________________________  
Thomas W. Andes, Mayor  

BURGIS ASSOCIATES, INC.  

By: _______________________________  
Joseph H. Burgis, PP, AICP, President
STATE OF NEW JERSEY:

COUNTY OF

I certify that on the day of __________, 2019,
personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as ___________________ of BURGIS ASSOCIATES, INC. the corporation named in this document; and (b) this document was signed and made by the corporation named as its voluntary act and deed by virtue of authority from its Board of Directors.

________________________________________
Notary/Attorney

STATE OF NEW JERSEY:

COUNTY OF MORRIS

I CERTIFY that on __________, 2019, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of __________, 2019.

________________________________________
Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
April 22, 2019

Township of Denville
C/O Fred Semrau, Esq.
Dorsey & Semrau, LLC
714 Main St,
Boonton Township, New Jersey 07005

Re: Tax Appraisal Appeal
Prime Healthcare Services - Saint Clare’s LLC v. Denville Township
25 Pocono Rd
Denville, New Jersey
BA# 3615.00

Dear Mr. Semrau,

Pursuant to your request, we are pleased to submit this proposal, which may act as an Agreement entered into by and between the Township of Denville, New Jersey (hereinafter called the “Township”) and Burgis Associates, Inc. (hereinafter called the “Consultant”).

I. SCOPE OF SERVICES

A. The Consultant will review appropriate information, reports and data with respect to the above-captioned matter, including the Township of Denville master plan, development ordinances, environmental information, tax maps, surveys, appraisal reports, and related data as determined to be necessary to render the professional services described herein.

B. The Consultant will assess the Township’s master plan and zoning ordinances, and all other information noted above, conduct an overall site inspection of the property and interior inspection of buildings on-site, and prepare a planning analysis presenting findings and conclusions regarding whether the hospital is characterized from a planning perspective, functional obsolescence, and whether there is additional development potential on the above noted property, over and above the site’s existing intensity of use. The analysis shall include a determination if the site has additional developable land either for an expansion of the existing building, or realignment of tax lots for separate development. The Consultant’s analysis will include a review of environmental information to enable the preparation of concept plan layouts that will assist in the determination of the site’s potential for additional development.
C. The Consultant shall prepare a planning report, and an outline for testimony purposes, presenting the findings and conclusions from the planning analysis, as well as appropriate planning exhibits. All reports shall be submitted directly to the attorney representing the Township in this matter.

D. The Consultant will be available to meet with other professional representatives as may be required. The Consultant shall attend meetings and hearings on this matter at the direction of the Township, and be available to provide expert testimony on this matter.

E. In order to fulfill the above-noted scope of services the Consultant shall need 24 x 36 inch copies of the 8.5 x 11 inch floor plans that are set forth in the September 4, 2018 letter from Jeffrey Gradone, Esq. of the Archer Law Firm.

IV QUALIFICATIONS OF THE CONSULTANT

The Planning Consultant represents that he has or will secure all personnel required in the performance of services proposed herein. All of the required services will be performed by personnel who shall be fully qualified to perform same under the direct supervision of Joseph Burgis PP, AICP.

V COMPENSATION AND METHOD OF PAYMENT

A. The fee for services outlined in Article 1A through 1C shall be on an hourly rate basis pursuant to the firm’s fee schedule that is set forth below. Due to the ‘fluid’ nature of this project, fees shall be initially capped at a ‘not to exceed’ limit of $22,500. If this cap is reached, the Consultant shall not proceed with any additional work unless additional estimates of fees are discussed with the Client, and then directed to proceed by the Client. All services outlined in Article 1D and preparation of any additional reports, documents, exhibits, plans, or modifications thereof, and preparation for testimony, are strictly under the direction of the Client, and shall be billed in accordance with the firm’s 2019 fee schedule, as set forth below.

B. Year 2019 Fee Schedule:

- Principal $185/hour
- Associates $150/hour
- Project Planner $125/hour
- Draftsperson/CADD $80/hour
- Reprographics At cost
- Meeting Attendance Hourly Rate; minimum $200/meeting

Hourly rates are portal-to-portal, with a maximum one-hour charge, round-trip, for travel time.

C. The Consultant shall submit monthly vouchers enumerating billable hours by the applicable hourly rate as set forth above, and a narrative describing the services performed. All bills shall be due and payable by the Agency within thirty (30) days after submission to the Agency.
VI	TIME OF PERFORMANCE

The services of the Consultant required hereunder are to commence upon acceptance of the agreement and shall be undertaken in a timely manner. It is understood through discussion with the attorney representing the Township in this matter that the Consultant should endeavor to submit a draft report within sixty days of being directed to proceed.

VII	AFFIRMATIVE ACTION REQUIREMENTS

During the term of this Agreement, the Consultant agrees to comply with the Affirmative Action requirements of N.J.A.C. 17:27.

If this Agreement is satisfactory to you, please return the original to our office with the requested signatures.

Thank you for considering Burgis Associates.

Burgis Associates, Inc.

[Signature]

Joseph H. Burgis P.E., AICP

JHB/kc

Township of Denville, New Jersey

________________________________________

Authorized Representative

Dated:________________________
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF New Jersey ss:
COUNTY OF Bergen

I, Joseph H. Burgis, President (sole owner, a partner, president, secretary, etc.) of Burgis Associates Inc., being first duly sworn under oath affirm that I am

______, the party making the foregoing bid proposal (hereafter referred to as the "Contractor").

EXHIBIT A (April 2010)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

1. The Contractor is familiar with and will fully comply with the anti-discrimination, equal employment opportunity and affirmative action requirements obligations imposed by New Jersey Law pursuant to N.J.S.A. §10:2-1 et seq., N.J.S.A. §10:5-1 et seq., N.J.S.A. §10:5-31 et seq. and the rules regulations pursuant thereto, including N.J.A.C. 17:27.

2. During the performance of this Contract, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq., 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 employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

In conformity 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.

I am aware that if my assertions on behalf of the Contractor made in this Affirmative Action Affidavit are false, I am subject to punishment.

[Signature]
President

Notary Public of,

KIMBERLY L. CASS
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires: August 22, 2023
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township of Denville and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township of Denville files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of Denville, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors
1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township of Denville and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No ☑
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township of Denville as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes ☑ No ☐
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $150.00 Fee and forward a copy of the Form to the Township of Denville. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Burgis Associates Inc. SIGNATURE: [Signature]
PRINT NAME: Joseph H. Burgis TITLE: President DATE: 5/6/19
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
BURGIS ASSOCIATES, INC.

ADDRESS:
25 WESTWOOD AVENUE
WESTWOOD NJ 07675

EFFECTIVE DATE:
06/23/89

TRADE NAME:

SEQUENCE NUMBER:
0977386

ISSUANCE DATE:
06/04/09

FORM-BRC
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
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 05/01/19

Burgis Associates, Inc.
25 Westwood Avenue
Westwood NJ 07675
Name and Address of Contractor

Litigation for Appeals Saint Clair's LLC $22,500.00
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>Current</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-275-55-000-001</td>
<td>$22,500.00</td>
<td>$22,500.00</td>
</tr>
</tbody>
</table>

Signed: __________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

| 01-275-55-000-001 | $22,500.00 |

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

CERT19-22

Michael J Guarino
Chief Financial Officer

05/01/19
RESOLUTION AUTHORIZING SETTLEMENT OF CERTAIN TAX APPEALS

WHEREAS, appeals of the real property tax assessments of the following properties have been filed in the Tax Court of New Jersey or with the Morris County Board:

<table>
<thead>
<tr>
<th>PROPERTY OWNER</th>
<th>BLOCK</th>
<th>LOT</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paci, Salvatore</td>
<td>31207</td>
<td>7</td>
<td>435 East Main Street</td>
</tr>
<tr>
<td>Valley National Bank</td>
<td>50306</td>
<td>2 &amp; 3</td>
<td>26 East Main Street &amp; 6 Bloomfield Ave</td>
</tr>
<tr>
<td>Valley Road Associates</td>
<td>41308</td>
<td>1</td>
<td>282 Route 46</td>
</tr>
<tr>
<td>Soliman, Hebah</td>
<td>10203</td>
<td>2</td>
<td>8 Copeland Road</td>
</tr>
<tr>
<td>Barnish, Jeffrey/Sarah/Woodruff, I</td>
<td>51102</td>
<td>2</td>
<td>19 Arden Road</td>
</tr>
</tbody>
</table>

; and

WHEREAS, the Township Tax Assessor, Attorney and Appraisal Expert are of the opinion that it is the best interest of the Township to settle these appeals.

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 settlement of the following tax appeals filed in the Tax Court of New Jersey and with the Morris County Board of Taxation are hereby authorized as follows:

<table>
<thead>
<tr>
<th>PROPERTY OWNER</th>
<th>YEAR</th>
<th>ORIGINAL ASSESSMENT</th>
<th>PROPOSED SETTLEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paci, Salvatore</td>
<td>2017-2018</td>
<td>$697,000</td>
<td>$625,000</td>
</tr>
<tr>
<td>Valley National Bank</td>
<td>2016</td>
<td>$1,753,000</td>
<td>$1,753,000</td>
</tr>
<tr>
<td>Valley National Bank</td>
<td>2017</td>
<td>$1,753,000</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Valley National Bank</td>
<td>2018</td>
<td>$1,753,000</td>
<td>$1,235,900</td>
</tr>
<tr>
<td>Valley Road Associates</td>
<td>2016</td>
<td>$1,399,000</td>
<td>$1,275,000</td>
</tr>
<tr>
<td>Valley Road Associates</td>
<td>2017</td>
<td>$1,399,000</td>
<td>$900,000</td>
</tr>
<tr>
<td>Valley Road Associates</td>
<td>2018</td>
<td>$900,000</td>
<td>$900,000</td>
</tr>
<tr>
<td>Name</td>
<td>Year</td>
<td>Amount 1</td>
<td>Amount 2</td>
</tr>
<tr>
<td>---------------------------</td>
<td>------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Soliman, Hebah</td>
<td>2019</td>
<td>$700,700</td>
<td>$550,000</td>
</tr>
<tr>
<td>Barnish, Jeffrey/Sarah/</td>
<td>2019</td>
<td>$876,900</td>
<td>$600,000</td>
</tr>
<tr>
<td>Woodruff, I</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. All municipal officials are hereby authorized to take whatever actions may be necessary to implement the terms of this Resolution.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH THE UNITED BOW HUNTERS OF NEW JERSEY FOR THE MANAGEMENT OF DEER

WHEREAS, the Township Council of the Township of Denville is concerned with the significant impact of the growth of the white-tailed deer population inhabiting the Denville Township community, including deer/vehicle collisions, damage to ornamental plantings, Lyme's disease, and the reduction and/or elimination of native plant materials within the Township; and

WHEREAS, the Township of Denville has previously authorized the execution of an agreement with the United Bow Hunters of New Jersey to provide deer management services for the 2017-2018 and 2018-2019 seasons with an option to renew the terms of the agreement for the next two years consisting of the 2019-2020 and 2020-2021 seasons; and

WHEREAS, the Mayor and Council wish to renew the agreement with the United Bow Hunters of New Jersey for the additional two-year term commencing with the 2019-2020 deer hunting season on the terms which have been negotiated and agreed upon by the parties.

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:

A. That the Mayor and Township Clerk are hereby authorized and directed to execute the Renewal Agreement with the United Bow Hunters of New Jersey to provide deer management services to the Township for an additional two-year term to commence with the 2019-2020 deer hunting season.

B. That a copy of the Renewal Agreement be kept on file in the office of the Municipal Clerk for inspection by the public.

C. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this ___ day of ___, 2019, by and between:

TOWNSHIP OF DENVILLE,
A municipal corporation of the State of New Jersey, with offices at the Municipal Building, 1 St. Mary's Place, Denville, NJ 07834,
(Hereinafter, "Township")

and:

UNITED BOWHUNTERS OF NEW JERSEY
P.O. Box 11, Ringwood, NJ 07456
(Hereinafter "UBNJ")

WITNESSETH:

WHEREAS, the Township of Denville has a concern as to the overall deer population and its effect on the health and safety of the residents of the Township of Denville; and

WHEREAS, UBNJ has agreed to conduct a hunt on various Township properties and one private property within the Township solely for the purpose of a deer harvest that will protect the long term health and safety of the residents of the Township of Denville and the deer population.

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

Qualifications:

1. All UBNJ member hunters shall either possess a NJ FID card which matches the hunter's New Jersey Driver's License address or in the case of a member who chooses not to own firearms or a NJ FID card, the member shall have on file with UBNJ a letter from his/her local police department stating that he/she is not a convicted criminal or barred in any way from owning a firearm. All UBNJ hunters participating in this program shall have a valid NJ Archery Hunting License and will have successfully demonstrated archery proficiency with the hunting equipment
they use under guidelines set forth by UBNJ's community Deer Management Program Director.

Management Plan:

2. Each hunter shall adhere to the Denville Township Deer Management Plan, which sets forth and lists the number of hunt monitors, the process as to harvesting of deer, and appropriate notification with respect to hunting activities on Township property. The Management Plan, which may be viewed in the Municipal Clerk's office, is incorporated and made a part of this Agreement.

Dates and Time:

3. Each hunting activity permitted herein shall occur only during the periods of time as shall be specified by the NJ Division of Fish, Game & Wildlife in the printed game compendium applicable to the Township of Denville to be available on or about August of each year, which dates as set forth in the printed game compendium shall control for purposes of this Agreement. This Agreement is effective from the date of this Agreement through the 2020-2021 fall/winter hunting seasons. Hunting may occur only during hours as permitted by State law which is 30 minutes before sunrise through 30 minutes after sunset. As per State law, there shall be no hunting activities on Sundays on Township property.

Reporting:

4. The harvesting of deer shall include appropriate reporting that shall be supplied by the UBNJ Hunt Manager on a bi-monthly schedule starting on October 1 of each year of the term and ending one week after the close of the hunting season. All reports shall be due on the 1st and 15th of each month.

Notice Requirements:

5. Hunters will only be permitted to conduct such activity on lands as identified on the attached Exhibit A that have been recommended and approved by the Township Administration. Prior to any activity taking place on the property, access areas of the premises
must contain posted notices of hunting activity, which notice shall have been approved by the Township Administration and Animal Control Officer.

**Access Notification:**

6. Before entering a site, each hunter must contact the Police Department and notify the Police that they intend to hunt on the premises. They will also provide the Police Department with their full name and hunt zone as well as identification of the vehicle and license plate.

7. UBNJ will notify the Township of Denville’s Animal Control Officer, Administration (Mayor and Township Administrator) and the Chief of Police of the hunt and harvest data via email in accordance with the harvest reports schedule outlined in paragraph 4 of this Agreement.

8. The UBNJ Denville Hunt Manager shall be responsible for coordinating the hunting on approved Township properties as he feels best suit the goals of the program. The Hunt Manager will have a minimum of three (3) monitors who shall assist and report directly to the Hunt Manager.

9. (A) In no event shall the Denville UBNJ deer management program result in the harvesting of more than two hundred (200) deer in total annually from Township properties by UBNJ hunters. UBNJ shall require that the first deer harvested for each archery season in DMZ 13 and 36 be a doe.

(B) The limits on the state game compendium shall control the harvest in DMZ 6.

(C) UBNJ shall allow its hunters to bank a doe. This means that they can take their entire doe requirement up front in the first archery season of each year of the term of this Agreement if the game laws allow unlimited antlerless harvest in DMZ 13 and 36.

10. UBNJ takes full responsibility for its actions and the conduct of all phases of the hunt.

11. UBNJ agrees that no firearms shall be used at anytime with respect to conducting the deer management services as provided for in this Agreement, except if same use is agreed
upon by both parties in writing and this Agreement is further modified to reflect such use.

12. UBNJ shall, during the term of this Agreement and not later than August 1st of each year of the term, provide the Township with a Certificate of Liability Insurance demonstrating $5,000,000 in liability coverage and naming the Township as an additional insured. The Township of Denville shall not be responsible for the actions of UBNJ and its hunters and monitors. UBNJ shall indemnify, defend and hold harmless the Township from and against all claims, demands, suits and liability (including the reasonable cost of investigating and defending such) for personal injury, property damage, or death, arising out of, or incidental to, the use of the Property by UBNJ, or any of its members, or any of their guests, agents, invitees or permittees.

13. A roster of all UBNJ authorized hunters and their complete contact information and vehicle description shall be supplied to the Chief of Police prior to the start of each season. Any updates or amendments shall be duly noted and supplied to the Denville Chief of Police within 24 hours of said change by the Hunt Manager.

14. The Township reserves the right to require that a maximum of 15% of the seasonal harvest be processed by a qualified venison processor in compliance with all applicable state and local health laws, statutes, regulations and ordinances, and subsequently donated to Hunters Helping the Hungry, at a fee between $10.00 and $100.00 a deer, not to exceed $100.00, which shall be paid by the Township of Denville.

15. If a hunter would like to keep a deer they have harvested, there will be no processing fee charged to the Township of Denville.

16. The Mayor and/or the Township Administrator may take action at any time to suspend the deer hunt for a period of twenty (20) days until such time that the Township Council can make a determination as to whether it wants to continue with the deer hunt.

17. The Mayor and/or the Township Administrator may take action at any time, at their sole discretion, to suspend the UBNJ's activities associated with the baiting of deer.

18. The Township Council may, upon providing notice to a principal of UBNJ, take
action to terminate this agreement, or any renewals thereof, without any further notice or liability on the part of the Township of Denville.

19. In the event of any incident of injury or violation of qualifications, access to land, or non-compliance with this plan, UBNJ shall immediately report same to the Township Administrator of the Township of Denville.

20. The term of this Agreement shall be for the period of two (2) years as set forth in paragraph 3. This Agreement may be renewed upon sixty (60) days advance notice to the Township for an additional term of two (2) years.

21. This Agreement is not assignable by either party.

22. UBNJ agrees to comply with the terms of Exhibit B attached hereto.

ATTEST

Kathryn Bowditch-Leon, RMC, Clerk

TOWNSHIP OF DENVILLE

By: _______________________
Thomas W. Andes, Mayor

ATTEST/WITNESS

UNITED BOWHUNTERS OF NEW JERSEY

By: _______________________

<table>
<thead>
<tr>
<th>Property Name/Address</th>
<th>Location Description</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Gun Club</td>
<td>Township property between chained fences between Tonnelier Way and Casterline Drive, mostly under power lines, Block 10701</td>
<td>28 acres, several lots</td>
</tr>
<tr>
<td>End of North Ridge</td>
<td>Township property, block 10801, lot 9, large parcel at end of North Ridge Rd.</td>
<td>8 acres</td>
</tr>
<tr>
<td>Fire Tower</td>
<td>Township property, block 10003, lot 2, large parcel located between Zeek Rd. and fire tower access road</td>
<td>25 acres</td>
</tr>
<tr>
<td>Headley Court</td>
<td>Township property, block 10801, lot 9, large parcel at end of Headley court</td>
<td>10 acres</td>
</tr>
<tr>
<td>Hill Road</td>
<td>Township property, block 21201, lot 1, large parcel on the corner of Rt. 10 and Hill Rd. This property was deemed inaccessible in 2009. A commitment was made to cut an access path to this property.</td>
<td>7 acres</td>
</tr>
<tr>
<td>Knuth Farm</td>
<td>Township property, block 20003, lot 1. Hunting would occur in wooded area between soccer fields and Shoppes at Union Hill</td>
<td>57 acres</td>
</tr>
<tr>
<td>Cosman tract</td>
<td>Township property, block 21301, lot 5.02, located on the corner of Smith Road and Mt. Pleasant Turnpike.</td>
<td>46 acres</td>
</tr>
<tr>
<td>Silver Lake</td>
<td>Township property, block 30803, lot 16, large parcel at corner of Rt. 10 and Park Rd.</td>
<td>10 acres</td>
</tr>
<tr>
<td>Hussa Tract</td>
<td>Township property, block 40702, lot 47.01, large parcel at end of Hussa Place, beyond affordable housing. This property remains on the list.</td>
<td>30 acres</td>
</tr>
<tr>
<td>Flicker Terrace</td>
<td>Township property, block 41301, lot 1, located behind houses numbered 42 through 70 Birch Run Ave. It was hunted in 2009 but was not on the list.</td>
<td>23.7 acres</td>
</tr>
<tr>
<td>Location</td>
<td>Description</td>
<td>Acres</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Soussa Tract</td>
<td>Block 31001, Lot 31 – Township Open Space – Acquired in 2016</td>
<td>17</td>
</tr>
<tr>
<td>Muriel Hepner Park</td>
<td>Township property, block 60004, lot 1</td>
<td>60</td>
</tr>
<tr>
<td>Towpath</td>
<td>Township property, various block and lots. Areas south and west of Hepner Park in the vicinity of Mary Ave. and former Morris Canal.</td>
<td>16</td>
</tr>
<tr>
<td>Dock Rd.</td>
<td>Township property, block 62002, lot 1, large parcel, very remote. Access from Vanderhoof Rd. and Dock Rd.</td>
<td>19</td>
</tr>
<tr>
<td>Hillcrest Rd.</td>
<td>Township property, block 60901, lot 2, large parcel behind water tower on Hillcrest Drive. Property also connects to DPW yard.</td>
<td>14</td>
</tr>
<tr>
<td>DPW</td>
<td>Township property, block 60801, lot 64 and 61, large parcel connects to Hillcrest property; access from DPW or dead end on Wendover Road.</td>
<td>31</td>
</tr>
<tr>
<td>Ford Road</td>
<td>Township property, block 60005, lot 5, large parcel on Ford Rd.</td>
<td>90</td>
</tr>
<tr>
<td>Den Brook Rd. (off Mt. Pleasant Turnpike)</td>
<td>Blocks 21601, lot 10 and 20602, lot 1</td>
<td>14 and 22</td>
</tr>
<tr>
<td>Redwood and Appietree</td>
<td>Block 30803, Lot 34</td>
<td>8</td>
</tr>
<tr>
<td>Silver Lake</td>
<td>Block 31504, Lot 5, Block 31501, lot 17</td>
<td>4 and 6.5</td>
</tr>
<tr>
<td>Zeek Road</td>
<td>Block 10002, lot 4</td>
<td>22</td>
</tr>
<tr>
<td>Zeek Road (Power station)</td>
<td>Block 10002, lot 2</td>
<td>27</td>
</tr>
<tr>
<td>43 Smith Road</td>
<td>Block 11101, Lot 3 – 2016 Open Space Acquisition</td>
<td>19</td>
</tr>
</tbody>
</table>

Updated 5/2019
EXHIBIT "B"

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

COMPANY

(Signature) (Title)

(Date)
RESOLUTION

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

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

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, that the public shall be excluded from discussion of the following matters:

- A confidential matter, under Federal Law or State Statute, or rule of court
- A matter in which the release of information would impair a right to receive funds from the Government of the United States
- Material the disclosure of which constitutes an unwarranted invasion of privacy
- Collective bargaining negotiations.
- A matter involving the purchase, lease or acquisition of real property with public funds,
- Tactics and techniques utilized in protecting the safety and property of the public, including investigations of violations or possible violations of the law,
- Pending or anticipated litigation or contract negotiation other than in section (4) herein which the public body is, or may become a party, specifically Matter of the Application of the Township of Denville for Declaratory Judgment (Mount Laurel)
- Matters falling within the attorney-client privilege: Affordable Housing Matters
- A matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of a specific prospective public officer or employee employed or appointed by the public body
- Deliberations occurring after a public hearing that may result in the imposition of a specific civil penalty or loss of a license or permit

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification date: ________________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk