Advancing of the Colors by the Denville Police Department Honor Guard
- Salute to the Flag
- Invocation
  
  Father Carmen Buono, Chaplain Denville Police Department
- Statement of Compliance with Open Public Meetings Act
- Roll Call:
  
  Council Members
  
  ______ Gabel        ______ Witte        ______ Kuser
  ______ Lyden        ______ Fitzpatrick    ______ Murphy
  
  ______ Golinski, Council President

In Attendance
  
  ______ Mayor Andes       ______ Administrator Ward
  ______ Township Attorney Jansen       ______ Other: ____________________

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

SOCIAL SERVICES
DONATION FROM THRIFT BARNES OF MORRIS COUNTY
Leonard DiMenna

ADMINISTRATION OF THE OATH OF OFFICE
PROMOTION TO SERGEANT
Scott Revis

PATROL OFFICERS
Douglas Large and Matthew Zurlo

POLICE CHAPLAIN
Father Carmen Buono

- 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
RESOLUTIONS

CONSENT AGENDA:

R-17-14: Resolution Refunding the Overpayment of 2016 Taxes

R-17-15: Resolution Refunding the Payment of Taxes Overpaid Due to Judgment by the Tax Court of New Jersey

R-17-16: Resolution Refunding 2016 Utility Overpayment

R-17-17: Resolution Authorizing the Waiver of Fees for Police Services for the Events Held by Community Groups, Civic Organizations and Schools for the Overall Benefit of the Township of Denville

R-17-18: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-17-19: Resolution Authorizing Raffle License in the Township of Denville

R-17-20: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate in the Amount of $1,227.22 Plus Premium

R-17-21: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to Mayoral Appointments to C.E.R.T.

NON-CONSENT AGENDA:

R-17-22: Resolution Authorizing the Refund of Money Due to the Redemption of Tax Sale Certificates Totaling $50,026.50 Plus Premiums

R-17-23: Resolution Appointing Board of Directors for the District Management Corporation of the Downtown Business Improvement District

R-17-24: Resolution Authorizing the Award of a Professional Services Contract for Municipal Attorney for the Year 2017
R-17-25: Resolution Authorizing the Award of a Professional Services Contract for Auditing Services for the Year 2017

R-17-26: Resolution Authorizing the Award of a Professional Services Contract for Special Legal Counsel Services for the Year 2017

R-17-27: Resolution Authorizing the Award of a Professional Services Contract for Bond Counsel Services for the Year 2017

R-17-28: Resolution Authorizing the Award of a Professional Services Contract for Special Labor Counsel Services for the Year 2017

R-17-29: Resolution Authorizing the Award of a Professional Services Contract for Special Legal Counsel Services for General Affordable Housing Matters and Pending Land Acquisitions for the Year 2017

R-17-30: Resolution Authorizing the Award of a Professional Services Contract for Engineering Services for the Year 2017

R-17-31: Resolution Authorizing the Award of a Professional Services Contract for Professional Planning Services for the Year 2017

R-17-32: Resolution Authorizing a Contract for Grant Research and Grant Application Consulting Services for the Year 2017

R-17-33: Resolution Authorizing the Award of a Professional Services Contract for Appraisal/Consulting Services for Defense of State Commercial Tax Appeals for the Year 2017

R-17-34: Resolution Authorizing the Award of a Professional Services Contract for Appraisal/Consulting Services for 2017 Commercial Added Assessments

R-17-35: Resolution Authorizing an E.U.S. Agreement for Risk Management Consultant Services for the Year 2017

R-17-36: Resolution Authorizing the Transfer of Funds from the Affordable Housing Trust Fund to the Denville General Trust Fund for COAH Related Administrative Costs

R-17-37: Resolution Authorizing the Cancellation of Certain Taxes for the Property Known as Block 60003.01, Lot 6.04 with an Address of 6 Philhower Court

R-17-38: Resolution Authorizing the Execution of a Contract for Sale of Real Estate for the Acquisition of 43 Smith Road (Block 11101, Lot 3)
R-17-39: Resolution Renewing the Group Dental Benefits Program for Eligible Employees and Their Covered Dependents Through Delta Dental of New Jersey, Inc.

MINUTES FOR ADOPTION

- December 20, 2016
- January 3, 2017

MOTION TO ADJOURN
BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank Pursuant to N.J.S.A. 40A:4-45.14 for Calendar Year 2017

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled:

An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank Pursuant to N.J.S.A. 40A:4-45.14 for Calendar Year 2017

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at a meeting of the Municipal Council of the Township of Denville on 2-21-2017 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: 01-17-2017
WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to .5% unless authorized by ordinance to increase it to 3.5% over the previous year’s final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Municipal Council of the Township of Denville in the County of Morris finds it advisable and necessary to increase its CY 2017 budget by up to 3.5% over the previous year’s final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Municipal Council hereby determines that a 3.5% increase in the budget for said year, amounting to $549,529 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Municipal Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the Township of Denville, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2017 budget year the final appropriations of the Township of Denville shall in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5 %, amounting to $549,529 and that the CY 2017 municipal budget for the Township of Denville be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and
BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

Attest: Kathryn Bowditch-Leon, Municipal Clerk

Approved: Thomas W. Andes, Mayor

CERTIFICATIONS

Introduction:
I hereby certify the foregoing to be a true copy of an ordinance introduced by the Municipal Council of the Township of Denville at its meeting held on January 17, 2017.

Ayes:
Nays:
Absent:

Certification Date: __________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk

Adoption:
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 _____________, 2017.

Ayes:
Nays:
Absent:

Certification Date: __________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REFUNDING THE OVERPAYMENT OF 2016 TAXES

WHEREAS, it has been found that the following overpayments have occurred due to the reasons listed below.

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

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

<table>
<thead>
<tr>
<th>Block Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>11202 20</td>
<td>Senior Deduction was granted after 4th qtr. 2016 taxes were paid. Refund is $248.53 due to $1.47 balance on 4th qtr.</td>
<td>Denise I. Lipsius 5 Rocky Heights Rd Morris Plains, NJ 07834</td>
<td>$248.53</td>
</tr>
<tr>
<td>40809 556</td>
<td>Widow Deduction was granted after 4th qtr. 2016 taxes were paid.</td>
<td>Davis/Rita Rowe 19 Longview Trl E Denville, NJ 07834</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

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 January 17, 2017.

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REFUNDING THE PAYMENT OF TAXES OVERPAID DUE TO JUDGMENT BY THE TAX COURT OF NEW JERSEY

WHEREAS, it has been found that the following 2014 taxes have been overpaid due to a Judgment by the Tax Court of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare a voucher in the following name to refund said overpayment; and

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized and directed to forward the check to the Tax Collector to be delivered to said taxpayer after the refund has been recorded in the taxpayer’s history files.

<table>
<thead>
<tr>
<th>BLOCK/LOT</th>
<th>OWNER /MORTGAGE CO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11402 3</td>
<td>Spiotti &amp; Esposito, PC as Council For Marc/ Michele Cestaro 271 US Highway 46 STE 105-106 Fairfield, NJ 07004</td>
<td>$770.37</td>
</tr>
</tbody>
</table>

Loc: 36 Copeland Rd

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 January 17, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION REFUNDING 2016 UTILITY OVERPAYMENT

WHEREAS, it has been found that the following overpayment has occurred due to the reasons listed below.

NOW, THEREFORE, BE IT RESOLVED that the appropriate Municipal Official is hereby authorized and directed to prepare a voucher in the following name to refund said overpayment, due to said reason stated below.

BE IT FURTHER RESOLVED that the Chief Financial Officer shall forward the check to the appropriate Municipal Official to be delivered to said person after the refund has been recorded in the property's history file.

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>40815/1700.03</td>
<td>Billing Error</td>
<td>Ryan Bridge</td>
<td>$226.10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>101 Highland Trail</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

Loc: 101 Highland Trail

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 approved by the Municipal Council of the Township of Denville at their meeting held on January 17, 2017.

Dated: ________________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE WAIVER OF FEES FOR POLICE SERVICES FOR THE EVENTS HELD BY COMMUNITY GROUPS, CIVIC ORGANIZATIONS AND SCHOOLS FOR THE OVERALL BENEFIT OF THE TOWNSHIP OF DENVILLE

WHEREAS, the Township of Denville (hereinafter "Township") has historically waived the Police Service fees associated with certain events organized by community groups, civic organizations and schools to ensure the safety and security of the participants of these events that serve to benefit the Township as a whole; and

WHEREAS, the Mayor and Administration support providing Police Services to the following thirteen (13) annual events as the overall benefit to the local businesses and Township residents, both financially and inspirationally, far exceed these costs; and

WHEREAS, the Police Department has provided an estimate, based upon the historic scope of these annual events, of the total estimated 2017 Police Service cost associated therewith; and

WHEREAS, the annual events and the estimated 2017 Police Service fee, based upon the average hourly rate of overtime compensation for a Denville Police Officer of $81.00 per hour (1st Step Sgt.), are as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Mary's 5K Run</td>
<td>$2,511.00</td>
</tr>
<tr>
<td>Morris Catholic 5K Run</td>
<td>$2,045.00</td>
</tr>
<tr>
<td>Morris Knolls 5K Run (MK5K)</td>
<td>$2,045.00</td>
</tr>
<tr>
<td>Little League Parade</td>
<td>None Anticipated</td>
</tr>
<tr>
<td>Joey Bella Denville Triathlon</td>
<td>$3,407.00</td>
</tr>
<tr>
<td>Rotary Street Festival</td>
<td>$3,148.00</td>
</tr>
<tr>
<td>Fire Department’s Carnival</td>
<td>$4,429.00</td>
</tr>
<tr>
<td>Kiwanis Circus (if held)</td>
<td>$640.00</td>
</tr>
<tr>
<td>St. Francis Fall Festival</td>
<td>$5,450.00</td>
</tr>
<tr>
<td>Fire Department’s Halloween Parade</td>
<td>$340.00</td>
</tr>
<tr>
<td>Project Playground 5K</td>
<td>$1,902.00</td>
</tr>
<tr>
<td>Food Truck Festival</td>
<td>$2,137.00</td>
</tr>
</tbody>
</table>
| Holiday Parade                     | $2,045.00  ; and

WHEREAS, a change in scope of the historic activity in the above listed events resulting in an increased amount for Police Services for any of the above listed events shall require the organization to submit a request to the Mayor/Administrator for their review/recommendation and the Township Council for ultimate approval; and
WHEREAS, any new community groups, civic organizations and schools seeking to promote an event for the overall benefit of the Township shall be required to submit a request to the Mayor/Administrator for review/recommendation and the Township Council for ultimate approval.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the fees associated with the Police Services in connection with the St. Mary's 5K Run, Morris Catholic 5k Run, Morris Knolls 5K Run, the Little League Parade, the Rotary Street Festival, Joey Bella Denville Triathlon, Fire Department's Carnival, Kiwanis Circus, the St. Francis Fall Festival, the Fire Department's Halloween Parade, Project Playground 5K, the Food Truck Festival and the Holiday Parade are hereby waived.

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 a resolution adopted by the Municipal Council at their meeting held on January 17, 2017.

Certification dated: ____________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REINSTATEMENT OF THE ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

WHEREAS, on February 14, 2012, the Municipal Council confirmed sewer assessments for certain properties in the Township of Denville; and

WHEREAS, the resolution confirming said assessments authorized the payment of the assessments in yearly installments over a twenty year period commencing April 14, 2012; and

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

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

WHEREAS, the following property owners:

Hali be

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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 January 17, 2017.

Certification Date: ____________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
BE IT RESOLVED by the Municipal Council of the Township of Denville that the application for the following raffle be approved and the Municipal Clerk be authorized to issue said license on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotary Club Denville</td>
<td>Off Premises 50/50</td>
<td>06/04/2017</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 the Council meeting held on January 17, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

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

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt</th>
<th>Premium Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-008</td>
<td>40814</td>
<td>1689</td>
<td>73 Highland Trl</td>
<td>TWR As CST for Ebury Fund 1 NJ LLC</td>
<td>$1,227.22</td>
<td>$1,400.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Po Box 37695</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Baltimore, MD 21297</td>
<td></td>
<td></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 January 17, 2017.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO MAYORAL APPOINTMENTS TO C.E.R.T.

WHEREAS, an updated roster of members of C.E.R.T. was provided after Resolution R-17-09, Resolution Extending Advice and Consent of the Township of Denville Municipal Council to Mayoral Appointments, was approved on January 3, 2017; and

WHEREAS, Mayor Andes is requesting the Council’s advice and consent for the list attached hereto as it relates to C.E.R.T. members.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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 January 17, 2017.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
<table>
<thead>
<tr>
<th>Name</th>
<th>Type</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Bartolotta</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Dan Daly</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Dan Roman</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Deborah Wilkinson</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>James Scanelli</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>James Wilkinson</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Laraine Gilberti</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Michael Kiener</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Michael Ploehn</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Niles Furlong</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Ron Gounaud</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Sue Carol Scannelli</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Susan Richter</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Venny Fuentes</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Ed Hornick, Sr.</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Ed Hornick, Jr.</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Jim Julian</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Tom Jupin</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Brad Lovenberg</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Susan Lovenberg</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>John Papas</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Veronica Riafrecha</td>
<td>Appointment</td>
<td>2017</td>
</tr>
<tr>
<td>Keri Schmidt</td>
<td>Appointment</td>
<td>2017</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF TAX SALE CERTIFICATES

BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and State of New Jersey, that the Tax Collector is hereby authorized and directed to prepare vouchers to refund the amounts shown below to the named lien holders; and

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt.</th>
<th>Premium Amt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-013</td>
<td>41204</td>
<td>16</td>
<td>21 Augusta St</td>
<td>US Bank Cust BV002 Trst &amp; Crdtrs</td>
<td>$2,878.97</td>
<td>$3,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>50 South 16th St. Suite 2050</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Philadelphia, PA 19102-2513</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-017</td>
<td>50308</td>
<td>2.3</td>
<td>35 West Main St.</td>
<td>TWR as CST for Ebury Fund 1 NJ LLC</td>
<td>$7,247.19</td>
<td>$11,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
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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 January 17, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
                                                        Municipal Clerk
RESOLUTION APPOINTING BOARD OF DIRECTORS FOR THE DISTRICT MANAGEMENT CORPORATION OF THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT

WHEREAS, Township Ordinance 13-16, adopted at the Municipal Council meeting held on November 22, 2016, established a Downtown Business Improvement District; and

WHEREAS, said ordinance designates that there be a Board of Directors for the District Management Corporation which initially shall be appointed by resolution of the Municipal Council and shall consist of the Downtown Denville Business Improvement District Steering Committee; and

WHEREAS, the initial Board of Directors shall serve until the first election of a Board of Directors in accordance with the bylaws of the corporation.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the following individuals – Kristen Pamperin, Meg Olenowski, Thomas Dean, and John Murphy, are hereby appointed to the Board of Directors for the District Management Corporation for the Downtown Business Improvement District until the first election is held:

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 meeting held on January 17, 2017.

Certification Date: __________________________  Kathryn Bowditch-Leon, RMC
                                                    Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR MUNICIPAL ATTORNEY FOR THE YEAR 2017

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

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

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

WHEREAS, John P. Jansen, Esq. has submitted a proposal for 2017 indicating he will provide legal services for an amount projected to exceed $17,500; and

WHEREAS, the firm of Dorsey and Semrau, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the firm has not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit the firm from making any reportable contributions through the term of the contract; and

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

WHEREAS, the Township wishes to retain John P. Jansen, Esq. of the firm Dorsey & Semrau, LLC as Municipal Attorney; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:19-44A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection.

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with John P. Jansen, Esq. of the firm Dorsey & Semrau, LLC, 714 Main Street, Boonton, New Jersey 07005 as Municipal Attorney for the year 2017.

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

4. This resolution shall take effect as provided herein.

5. A notice of this action shall be printed once in the Citizen 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 January 17, 2017.

Certification Date: _____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2017, 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:

JOHN JANSEN, ESQ.,
of the firm of DORSEY AND SEMRAU, LLC
With offices at 714 Main Street Boonton, New Jersey 07005

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville wishes to retain and appoint John P. Jansen, Esq. of the firm of Dorsey and Semrau, LLC, 714 Main Street, Boonton, NJ 07005 as legal counsel; and

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

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

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

1. Counsel shall be paid a retainer of $88,000 to cover all "general services" for 2017. "General services" shall include all legal services historically provided by the Township Attorney, with the exception of litigation (as described herein), services rendered in connection with subdivisions and developments, affordable housing related matters, land acquisitions (including easements and rights-of-way), services related to the construction or renovation of
the municipal building, services related to the expansion of the sanitary sewer system and any project that has a separate funding source (temporary or permanent financing). Payment in the amount of $7,333.33 shall be made monthly on the first of the month. (Note: The defense of matters covered by insurance, labor relations services, bond counsel services and municipal court prosecutions have not historically been provided by the Township Attorney.)

2. Litigation, which shall include Federal, State and Municipal Court matters, tax appeals (including County Board matters), administrative hearings, In Rem foreclosures, condemnations, bankruptcy matters, the investigation and coordination of a defense in matters that are subject to a Notice of Claim pursuant to the Tort Claims Act, and the preparation of the annual litigation status report, shall be billed at $153.00 per hour for attorney time and $75.00 per hour for paralegal time. This billing shall be in addition to the $7,333.33 per month for general services.

3. Services rendered in connection with subdivisions and developments, affordable housing related matters, land acquisitions (including easements and rights-of-way), services related to the construction or renovation of the municipal building, services related to the expansion of the sanitary sewer system, and any project that has a separate funding source (temporary or permanent financing) shall be billed at $153.00 per hour for attorney time and $75.00 per hour for paralegal time. This billing shall also be in addition to the $7,333.33 per month for general services.

4. Counsel shall provide a reasonably itemized monthly summary of work performed under the general services category.

5. Counsel shall further provide the Township with a separate itemized bill and voucher for all services not covered under the general services category.

6. The retainer contemplates that 587 hours of general services legal work will be provided to the Township. If the actual number of general services hours provided during the year is less than 558 (587 – 5%), Counsel will either offer a refund of the difference between
558 and the actual number of hours billed multiplied by $153.00 per hour or a credit against 2018 billings. On the other hand, if the actual number of general services hours provided for the exceeds 646 (587 +10%), Counsel shall be compensated for the additional hours over 646 at $153.00 per hour.

7. Although John P. Jansen, Esq. has been appointed Township Attorney, it is understood and agreed that he will be assisted in his responsibilities to the Township by attorneys and paralegals within the Firm.

8. Counsel shall be entitled to be reimbursed for actual out-of-pocket costs for all postage, parking fees, express mail, photocopies ($.10 per copy), facsimile charges ($.10 per fax), long distance telephone calls, filing fees, recording fees, and other disbursements made on behalf of the Township under this Agreement.

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

8. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit B.

9. Political Contribution Disclosure. This contract has been awarded to Counsel based on the merits and abilities of Counsel 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 Counsel, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in
the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

10. The term of this agreement shall be for one (1) year from January 1, 2017 to December 31, 2017.

ATTEST:  

Kathryn Bowditch-Leon, Clerk

ATTEST:

TOWNSHIP OF DENVILLE

By: ____________________________  
Thomas W. Andes, Mayor

By: ____________________________  
John Jansen, Esq.
STATE OF NEW JERSEY:                           SS:
COUNTY OF MORRIS                                :

I CERTIFY that on , 2017, 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 , 2017.

(Notary sign, seal, stamp)

Kathryn Bowditch-Leon, Municipal Clerk

STATE OF NEW JERSEY:                           SS:
COUNTY OF MORRIS                                :

I CERTIFY that on , 2017, JOHN JANSEN personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

A Notary Public of New Jersey
My Commission expires
November 28, 2016

The Honorable Thomas W. Andes
Mayor, Township of Denville
1 St. Mary's Place
Denville, NJ 07834

Re: 2017 Legal Services Proposal

Dear Mayor Andes:

As you know, Jansen & DeBona, LLC will cease operations on December 31, 2016. I will be joining Dorsey & Semrau, LLC on January 1, 2017. I chose that firm because it is best situated to provide me with the support needed to furnish my municipal clients with the level of legal services they have come to expect. Fred Semrau, Esq. is an accomplished municipal attorney and he has assembled a staff of talented people who concentrate almost exclusively on the representation of local government entities. I am excited to be working with Fred once again and look forward to this new professional association.

I am pleased to advise that, based upon the first ten months of the year, the number of hours provided under the retainer is on target. Consequently, I again propose no change in the amount of the retainer.

I do, however, respectfully request that the hourly rate be increased from $150 to $153 for 2017. Based on 2016 billings, the net effect of this 2% hourly increase would be around $631.00. This modest enhancement will help us deal with increases in salary and health benefits for the support staff. Paralegal services would be billed at one-half the attorney rate. I remind you that I do not bill for secretarial or clerical time, nor do I bill for travel time or travel expenses. $153 per hour will still be, by far, the lowest hourly rate offered to any of my municipal clients for 2017.
I respectfully request your favorable consideration of this proposal. I would like to thank the Township for the opportunity to serve as its legal counsel and for the confidence and loyalty the Township has shown in and to me over the years. I look forward to serving you in the coming year.

Very truly yours,

John P. Jansen

cc:  Steven Ward, Administrator
AFIRMATIVE ACTION AFFIDAVIT

STATE OF New Jersey ss.: COUNTY OF Morris

I, Fred Semrau, being first duly sworn under oath affirm that I am

(sole owner, a partner, president, secretary, etc.) of

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 employees 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. 10:6-31 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 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.

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)  
(Sworn and subscribed to before me this 12th day of Dec. 20___)

(Susan L. DeJessa)
Notary Public of New Jersey
My Commission Expires: May 20, 2019
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: ___________________________ SIGNATURE: ___________________________
PRINT NAME: ___________________________ TITLE: ___________________________ DATE: 12/31/2016
Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730:

I wish you continued success in your business endeavors.

Sincerely,

[Signature]

John E. Tully, CFP
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: DORSEY & SEMRAU LLC
TRADE NAME: 

ADDRESS: 714 MAIN STREET BOONTON NJ 07005
EFFECTIVE DATE: 12/03/03

SEQUENCE NUMBER: 1086037
ISSUANCE DATE: 01/18/06

This Certificate is NOT assignable or transferrable. 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 01/10/17

Dorsey & Semrau, LLC
714 Main Street
Boonton, NJ 07005
Name and Address of Contractor

Legal Counsel
Name of Description of Pending contract
Rates per Contract
Amount of Contract

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

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TOTAL Rates per Contract

Signed: Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

01-201-20-155-254 Rates per Contract

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

COMMENTS:
Fund availability are predicated on available budget

Michael J Guarino
Chief Financial Officer

CERT17-1

01/10/17
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR AUDITING SERVICES FOR THE YEAR 2017

WHEREAS, there is a requirement pursuant to New Jersey Statute N.J.S.A. 40A:5-4 for the Township to retain the services of a registered municipal accountant or enter into an agreement with the Department of the Treasury to conduct an annual audit of the Township books, accounts and financial transactions for the year ended 2016; and

WHEREAS, the Township has provided for expenditures dealing with an annual audit of its books, accounts and financial transactions; and

WHEREAS, the accounting firm of Nisivoccia, LLP has the qualifications set forth in N.J.S.A. 40A:5-9 and they have agreed to accept the responsibility to satisfy the requirements of the State Statute for a fee to be agreed upon when the 2017 budget is prepared; and

WHEREAS, the Township of Denville may be in need of special reports and special accounting services during the year 2017; and

WHEREAS, the accounting firm of Nisivoccia, LLP has agreed to provide said accounting services, when required, on an hourly basis as per their agreement proposal; and

WHEREAS, the Township of Denville deems the hourly compensation to be fair and equitable for said professional services; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) requires that the resolution authorizing the award of contracts for "professional services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, the Chief Financial Officer has certified that the value of these services will exceed $17,500 and a copy of the written certification is on file in the Office of the Municipal Clerk; and

WHEREAS, Nisivoccia, LLP has executed a certification, which is attached hereto and made a part hereof that the business entity has not made a contribution that would bar the award of this contract, and the business entity will continue to report to the Election Law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq.) during the term of this contract.

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of professional services agreement with Raymond Sarinelli, CPA of Nisivoccia, LLP, Mount Arlington Corporate Center, 200 Valley Road, Suite 300, Mt. Arlington, New Jersey 07856, as registered municipal accountant and auditor for the year 2017.

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

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

4. A notice of this action shall be printed once in the Citizen as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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 January 17, 2017.

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2017, 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:

NISIVOCCIA, LLP
200 Valley Road
Suite 300
Mt. Arlington, New Jersey 07856

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Nisivoccia, LLP for professional auditing services; and

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

WHEREAS, the Township desires to retain Nisivoccia, LLP, of Mt. Arlington, 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 auditing services as outlined in the firm's proposal dated 12/01/16, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ____________________________
Thomas W. Andes, Mayor

NISIVOCCIA, LLP

By: ____________________________
STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on 2017, KATHRYN M. 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 , 2017.

Kathryn M. Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on 2017, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

A Notary Public of New Jersey
My Commission expires
December 12, 2016

The Honorable Mayor and Members of the Township Committee
Township of Denville
One Saint Mary Place
Denville, NJ 07834

We are pleased to confirm our understanding of the services we are to provide the Township of Denville for the year ended December 31, 2017. We will audit the financial statements – regulatory basis – of the various funds of the Township of Denville, including the related notes to the financial statements, as of and for the years ended December 31, 2017 and 2016.

We have also been engaged to report on supplementary information that accompanies the Township of Denville’s regulatory basis financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the regulatory basis financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the various funds financial statements or to the various funds financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the regulatory basis financial statements as a whole:

1) Schedules of expenditures of federal and state awards.
2) Supplementary Data Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements – regulatory basis – are fairly presented, in all material respects, in conformity with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the “Division”) and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the regulatory basis financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the regulatory basis financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) and New Jersey’s OMB Circular 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid.
The Honorable Mayor and Members of
the Township Council
Township of Denville
Page 2
December 12, 2016

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance.

The OMB Circular A-133 and NJ OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and NJ OMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and NJ OMB 15-08 and, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and NJ OMB 15-08, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Honorable Mayor and Members of the Township Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the regulatory basis financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the regulatory basis financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the regulatory basis financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the regulatory basis financial statements, schedules of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements, and for preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance) in accordance with the requirements of OMB Circular A-133. In addition, we will assist with preparation of your regulatory basis financial statements, schedules of expenditures of federal and state awards, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the regulatory basis financial statements, schedules of expenditures of federal and state awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the regulatory basis financial statements and schedules of expenditures of federal and state awards and related notes and that you have reviewed and approved the regulatory basis financial statements, schedules of expenditures of federal and state awards,
The Honorable Mayor and Members of
the Township Council
Township of Denville
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and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. We understand that you have designated the Chief Financial Officer, Michael Guarino, to be responsible and accountable for overseeing our services.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring the management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles/practices; for the preparation and fair presentation of the regulatory basis financial statements in conformity with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the “Division”); and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the regulatory basis financial statements prepared in conformity with accounting practices prescribed or permitted by the Division. Those disclosures will include (1) a description of the accounting policies of the Township which conform to the accounting practices applicable to municipalities which have been prescribed or permitted by the Division, including a summary of significant accounting policies, and how this basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the regulatory basis financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the regulatory basis financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the regulatory basis financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the regulatory basis financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are
Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to

You are also responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting practices prescribed or permitted by the Division. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited regulatory basis financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting practices prescribed or permitted by the Division; (2) you believe the supplementary information, including its form and content, are fairly presented in accordance with accounting practices prescribed or permitted by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to
address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors’ report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited regulatory basis financial statements, including regulatory basis financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the regulatory basis financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the regulatory basis financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the regulatory basis financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the regulatory basis financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the regulatory basis financial statements; schedules of expenditures of federal and state awards; federal and state award
programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the regulatory basis financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the regulatory basis financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the regulatory basis financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, OMB Circular A-133 and NJ OMB 15-08.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the regulatory basis financial statements are free of material misstatement, we will perform tests of the Township of Denville’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 and NJ OMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and the State Aid/Grant Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Township of Denville’s major programs. The purpose of these procedures will be to express an opinion on Township of Denville’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and NJ OMB 15-08.
Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We are not financial advisors under the SEC's definition related to debt issuances and we will not be performing those services.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form, if applicable, that summarizes our audit findings. It is management's responsibility to submit the reporting package (including regulatory basis financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Township of Denville and the Division; however, management is responsible for distribution of the reports and the regulatory basis financial statements to any other required parties. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.
Under the Municipal Advisor rule, the Township of Denville may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Township of Denville and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Township of Denville needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Township of Denville's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

Nisivoccia LLP will not act as dissemination agent for the Township of Denville in connection with the Township of Denville's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Township of Denville's audited regulatory basis financial statements to the Township of Denville or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of certain operating data, customarily consisting of the financial information, readily available in the regulatory basis financial statements of the Township, contained in Appendix A to an Official Statement, and distribution of that data to the Township of Denville or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Township of Denville, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Nisivoccia LLP shall not have any responsibility nor liability for the failure of the Township of Denville, or its designated dissemination agent, to comply with the Township of Denville's secondary market disclosure undertakings.

With regard to the electronic dissemination of audited regulatory basis financial statements, including regulatory basis financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**MSRB Municipal Advisor Rule:**

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the Township of Denville with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Township of Denville may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Township of Denville and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Township of Denville needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Township of Denville's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:
We appreciate the opportunity to be of service to Township of Denville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our fee for these services will be agreed upon when the budget is approved. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Township of Denville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

1. obtain a written representation from the Township of Denville that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Township of Denville may be a declaration posted on the Township of Denville’s web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;

2. provide written disclosure to the Township of Denville and its independent registered municipal advisor that, by obtaining such representation from the Township of Denville, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and

3. provide the written disclosure described above at a time and in a manner reasonably designed to allow the Township of Denville to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Township of Denville has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Township of Denville has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Other Matters:

Our fee for these services will be agreed upon when the budget is approved. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Township of Denville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report is included with this letter.

Very truly yours,

NISIVOCCIA LLP

[Signature]
Raymond C. Sarinelli, Partner

RESPONSE:

This letter correctly sets forth the understanding of the Township of Denville.

By: ____________________________

Title: ____________________________

Date: ____________________________
Township of Denville

2017 Audit Rates

Hourly rates for any additional services:

- Staff to Senior Accountant: $75 - $130 per hour
- Supervisor to Manager: $130 - $155 per hour
- Partner: $160 - $175 per hour

NOTE: An audit fee will be agreed upon for 2017 when the 2017 budget is prepared.
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 ET SEQ., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 provision 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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. 19:5-31 et seq. as amended and supplemented from time to time and the American with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division pursuant to 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,
The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code as N.J.A.C.17:27.

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 documentations:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code as N.J.A.C.17:27.
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<th><strong>STATE OF NEW JERSEY</strong></th>
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<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
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<th><strong>Taxpayer Name:</strong></th>
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TOWNSHIP OF DENVILLE

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

Date of Request 01/10/17

Audit of Township Records
Name of Description of Pending contract Rates per Contract
 Amount of Contract

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

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RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR SPECIAL LEGAL COUNSEL SERVICES FOR THE YEAR 2017

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

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

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

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

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

WHEREAS, the Township wishes to retain Fred C. Semrau, Esq. of the firm Dorsey and Semrau, LLC as Special Legal Counsel; and

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional services agreement with Fred C. Semrau, Esq., Dorsey and Semrau, LLC, 714 Main Street, Boonton, New Jersey 07005 as Special Legal Counsel for the year 2017.

2. This contract is awarded without competitive bidding as a "professional service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services are exempt from the provisions of the bidding statutes in that they are services rendered or performed by a person authorized by law to practice a recognized profession and are services with 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, when received, and the Determination of Value shall be placed on file with this resolution.

4. This resolution shall take effect as provided herein.
5. A notice of this action shall be printed once in the Citizen as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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 January 17, 2017.

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2017, 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:

DORSEY AND SEMRAU, LLC
714 Main Street
Boonton, New Jersey 07005

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Dorsey and Semrau, LLC for professional special counsel tax attorney services; and

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

WHEREAS, the Township desires to retain Dorsey and Semrau, LLC of Boonton, 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 tax attorney services as outlined in 2017 fee schedule, attached hereto as Exhibit “A”, to the extent that it is consistent with this Agreement.
2. The firm shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

7. A copy of the Firm’s New Jersey Business Registration Certificate is attached hereto as Exhibit “C”.

8. The Firm is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission when fees in excess of $50,000 are paid pursuant to a contract with a public entity in a calendar year. It is the Firm’s responsibility to determine if filing is necessary.
9. Political Contribution Disclosure. This contract has been awarded to Firm based on the merits and abilities of Firm to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Firm and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ____________________________

Thomas W. Andes, Mayor

ATTEST:

By: ____________________________

Fred C. Semrau, Esq.
STATE OF NEW JERSEY:

COUNTY OF MORRIS:

I CERTIFY that on , 2017, 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 , 2017.

______________________________
(Notary sign, seal, stamp)

Kathryn Bowditch-Leon, Municipal Clerk

STATE OF NEW JERSEY:

COUNTY OF MORRIS:

I CERTIFY that on , 2017, FRED C. SEMRAU personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

______________________________
A Notary Public of New Jersey
My Commission expires
December 14, 2016

Darlene Price, Purchasing Agent
Township of Denville
1 St. Mary’s Place
Denville, NJ 07834

Re: Dorsey & Semrau – Legal Services 2017

Dear Darlene:

Thank you for your email of December 7, 2016. Please accept this letter in response to your request for a proposal for services. Our firm would be happy to continue to represent the Township at the rate of $148 per hour for attorneys and $78 per hour for paralegals. Please find the following documentation per your request:

1. A copy of our current business registration certificate;
2. Form C271 Political Contribution Disclosure Form
3. Stockholder Disclosure Certification;
4. Business Entity Disclosure Certification;
5. Copy of our Affirmative Action Certificate;
6. Exhibit “A” Affidavit; and

If you have any questions, or require any additional information, please do not hesitate to contact me. Best wishes for a Happy Holiday Season!

Very truly yours,

Fred Semrau
DORSEY & SEMRAU

Enclosures
EXHIBIT B

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF New Jersey
COUNTY OF MERRIS

ss:

I, Fred Semran being first duly sworn under oath affirm that I am

__________________________________________(sole owner, a partner, president, secretary, etc.) of

__________________________________________

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 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.

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) (Title)

SWORN AND SUBSCRIBED TO BEFORE ME THIS ___ DAY OF Dec., 20__.

[Signature]
Notary Public of New Jersey

My Commission Expires: 5/20/19

Susan L. DeJessa
Notary Public of New Jersey

My Commission Expires: May 20, 2019
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: [Signature] SIGNATURE: [Signature]
PRINT NAME: [Signature] TITLE: [Signature] DATE: 12/11/20
Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

[Signature]

John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:  DORSEY & SEMRAU LLC
TRADE NAME:      
ADDRESS:         714 MAIN STREET
                  BOONTON NJ 07005
EFFECTIVE DATE:  12/03/03
SEQUENCE NUMBER: 1086037
ISSUANCE DATE:   01/18/06

[Stamp]

TAX 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 01/10/17

Dorsey & Semrau, LLC
714 Main Street
Boonton, NJ 07005
Name and Address of Contractor

Tax & Special Litigation Counsel
Name of Description of Pending contract

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

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<th>DEPT., ACCT. #, ORD. #</th>
<th>Legal Fees</th>
<th>TOTAL</th>
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<tr>
<td>01-201-20-155-254</td>
<td>Rates per Contract</td>
<td>Rates per Contract</td>
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</table>

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

01-201-20-155-254 Rates per Contract

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

CERT17-02

Michael J Guarino
Chief Financial Officer

01/10/17
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT
FOR BOND COUNSEL SERVICES FOR THE YEAR 2017

WHEREAS, the Township of Denville has a need to retain Bond Counsel to assist the Township in services related to public finance without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

WHEREAS, the firm of McManimon, Scotland & Baumann, LLC has submitted a proposal indicating the firm will provide the aforementioned legal services as sought by the Township of Denville; and

WHEREAS, the firm of McManimon, Scotland & Baumann, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the firm has not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit the firm from making any reportable contributions through the term of the contract; and

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with the firm McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068 as Bond Counsel for the year 2017.

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

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

4. This resolution shall take effect as provided herein.
5. A notice of this action shall be printed once in the Citizen 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 January 17, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2017, 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:

MCMANIMON, SCOTLAND AND BAUMANN, LLC
75 Livingston Ave.
Roseland, New Jersey 07068

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with McManimon, Scotland and Baumann, LLC for professional bond counsel services; and

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

WHEREAS, the Township desires to retain McManimon, Scotland and Baumann, LLC of Roseland, 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 bond counsel services as outlined in the firm's proposal received December 14, 2016, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement. Paragraph 2 of Section II of Exhibit A is specifically deleted and not a part of this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

6. The term of this agreement shall be for one year unless sooner terminated by either party upon 90 days' prior written notice.
7. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit C.

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

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

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

**ATTEST:**

Kathryn Bowditch-Leon, Clerk

**TOWNSHIP OF DENVILLE**

By: ____________________________________________
Thomas W. Andes, Mayor
STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2017, KATHRYN BOWDITCH-LEON personally came before me and 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 , 2017.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2017, _______ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

A Notary Public of New Jersey
My Commission expires
AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ___ day of ____________, 20___ by and between the TOWNSHIP OF DENVILLE, in the County of Morris, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel";

WITNESSETH:

The Client desires to engage the services of Counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of Counsel for any of such services, they shall be billed as follows:

I. Public Finance

1. Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

   A. Counsel will prepare or review all bond ordinances adopted or to be adopted by the governing body.

   B. Counsel will assemble a certified record of proceedings to evidence the proper adoption of each bond ordinance in accordance with the provisions of the Local Bond Law and other applicable New Jersey statutes.

   C. When the Client determines to issue bonds or notes, Counsel will prepare the necessary resolutions or other operative documents to set up the bond or note sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the Client's financial advisor and/or auditor in connection with the appropriate maturity schedule for the bonds or notes to be sold and will review legal issues relating to the structure of the bond or note issue. Counsel will assist the Client in seeking from other governmental authorities such approvals, permissions and exemptions as Counsel determines are necessary or appropriate in connection with the authorization, issuance and delivery of bonds or notes. Counsel will review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the bonds or notes and will arrange for the printing and the distribution of such offering or disclosure document. Counsel will prepare and review the notice of sale pertaining to the competitive sale of the bonds or notes and will arrange for the printing of such notice of sale in The Bond Buyer, as applicable, and will answer inquiries made by the investment community concerning the bond or note sale. Counsel will assist the Client in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of bonds or notes. Counsel will render legal advice as necessary.
concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of $3,500, plus $1.00 per thousand dollars of bonds issued for the first $15,000,000 of bonds issued and $.75 per thousand dollars of bonds issued in excess of $15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of $1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of $600.

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) $.50 per thousand dollars of notes issued up to $15,000,000 of notes issued and $.40 per $1,000 of notes in excess of $15,000,000 or (ii) $1,000. If more than one series of notes are issued, there will be an additional charge of $300 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of $500.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of $1,000 will be charged.
F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of $5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of $215 per hour for attorneys and $135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects, (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions, (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of $325 for attorneys and $180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).
3. Services rendered in connection with the issuance of bonds or refunding bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph 1(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

III. General Provisions

1. Upon execution of this Agreement, the Client will be Counsel’s client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel’s services are limited to those contracted for in this Agreement; the Client’s execution of this Agreement will constitute an acknowledgment of those limitations. Counsel’s representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel’s representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel’s own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.
4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 USC §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

6. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.
POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to McManimon, Scotland & Baumann, LLC based on the merits and abilities of McManimon, Scotland & Baumann, LLC 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 principals of McManimon, Scotland & Baumann, LLC controlling in excess of 10% of the company have 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 municipality 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 TOWNSHIP OF DENVILLE, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF DENVILLE

ATTEST:

By:

__________________________________________

McMANIMON, SCOTLAND & BAUMANN, LLC

By: Matthew D. Jessup
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF New Jersey
COUNTY OF Essex

1. Matthew D. Jessup, being first duly sworn under oath affirm that I am

Member (sole owner, a partner, president, secretary, etc.) of

McManimon, Scotland & Baumann, LLC

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

EXHIBIT A (April2010)
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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In 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) 
Member

Notary Public of New Jersey

My Commission Expires: DINA M. STATUTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2021
I, The undersigned vendor further understand 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: McManimon, Scotland & Baumann, LLC
SIGNATURE: [Signature]
PRINT NAME: Matthew D. Jessup
TITLE: Member
DATE: 12/19/11
<table>
<thead>
<tr>
<th><strong>State of New Jersey</strong></th>
<th><strong>Business Registration Certificate</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Taxpayer Name:</strong></td>
<td>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>75 LIVINGSTON AVENUE #201</td>
</tr>
<tr>
<td></td>
<td>ROSELAND, NJ 07068</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0075601</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>January 03, 1988</td>
</tr>
<tr>
<td><strong>Date of Issuance:</strong></td>
<td>June 22, 2015</td>
</tr>
</tbody>
</table>

**For Office Use Only:**
20150622153757649
TOWNSHIP OF DENVILLE

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

Date of Request 01/10/17

McManimon, Scotland & Bauman
75 Livingston Ave
Roseland, NJ 07068
Name and Address of Contractor

Municipal Bond Counsel
Name of Description of Pending contract
Rates per Contract

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

<table>
<thead>
<tr>
<th>DEPT. ACCT. # ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Capital Ordinance Rates per Contract</td>
<td>Rates per Contract</td>
</tr>
</tbody>
</table>

|                      | Rates per Contract | Amount of Contract |

TOTAL

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>Per Capital Ordinance</th>
<th>Rates per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>0</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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

COMMENTS:

Fund availability are predicated on available budget

Michael J Guarino Date
Chief Financial Officer

CERT17-07
WHEREAS, the Township of Denville has a need to appoint a Special Labor Counsel to assist the Township in labor related circumstances without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.4 or N.J.S.A. 19:44A-20.5 as appropriate; and

WHEREAS, it has been determined and that the value of the contract shall exceed $17,500; and

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

WHEREAS, Matthew Giacobbe, Esq. has submitted a proposal and résumé indicating the firm will provide the aforementioned legal services as sought by the Township of Denville; and

WHEREAS, Matthew Giacobbe, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm, Cleary, Giacobbe, Alfieri, Jacobs, LLC, have not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit him and the firm from making any reportable contributions through the term of the contract; and

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Matthew Giacobbe, Esq. of the firm Cleary, Giacobbe, Alfieri, Jacobs, LLC, 169 Ramapo Valley Road, Upper Level 105, Oakland, New Jersey 07436 as Special Labor Counsel for the year 2017.

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

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

4. This resolution shall take effect as provided herein.
5. A notice of this action shall be printed once in the Citizen 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 January 17, 2017.

Certification Date: ___________________  Kathryn Bowditch-Leon, RMC
                                    Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2017, 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:

CLEARY, GIACOBBE, ALFIERI, JACOBS LLC
169 Ramapo Valley Road
Upper Level 105
Oakland, NJ 07436

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Cleary, Giacobbe, Alfieri, Jacobs LLC for professional special labor counsel services; and

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

WHEREAS, the Township desires to retain Cleary, Giacobbe, Alfieri, Jacobs, LLC of Oakland, 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 special labor counsel services as outlined in the firm's proposal dated December 14, 2016, attached hereto as Exhibit A, to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

ATTEST:

Matthew Giacobbe, Esq.
STATE OF NEW JERSEY: SS:

COUNTY OF MORRIS: SS:

I CERTIFY that on 2017, 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 , 2017.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on 2017, ________________ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

______________________________
A Notary Public of New Jersey
My Commission expires
AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated ______________________, is made

BETWEEN

TOWNSHIP OF DENVILLE

Whose principal address is 1 Saint Mary’s Place, Denville, New Jersey 07834 (“client”),

AND

MATTHEW J. GIACOBBE, ESQ. OF
CLEARY GIACOBBE ALFIERI JACOBS, LLC

Its successors and assigns, whose address is 169 Ramapo Valley Road, Oakland, NJ 07436 (“Law Firm”)

1. Legal Services to be provided: You agree that this Law Firm will represent you as follows:

To perform any and all legal services regarding negotiations and/or interest arbitration, personnel and other labor relations matters and represent the Client, its agencies, departments, and sub-divisions, in any other matters. This includes, but is not limited to, State, Federal and administrative matters, legal opinions, review of contracts, research and consultation, etc.

The legal work includes all necessary Court appearances, research investigation, correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with the Client and with others, and related work to properly represent the Client in any such manner.

2. Legal Fees: The Law Firm cannot predict or guarantee what your final bill will be. This will depend on the time spent on your case and the amount of other expenses.

A. Hourly Rate. You agree to pay the Law Firm for legal services at the following rates:

<table>
<thead>
<tr>
<th>Rate Per Hour</th>
<th>Services of</th>
</tr>
</thead>
<tbody>
<tr>
<td>$140</td>
<td>All Attorneys</td>
</tr>
<tr>
<td>$ 90</td>
<td>All Law Clerks and Paralegals</td>
</tr>
</tbody>
</table>
8. Signatures. The Law Firm and Client have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

7. Trust Money. Any money received by this Firm to be placed in our Trust Account will be placed in a non-interest bearing account unless specific written arrangements are made to the contrary.

6. No Guarantee. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

5. Your Responsibility. You must fully cooperate with the Law Firm and provide all information relevant to the issue involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may withdraw from representing your or ask the Court for permission to do so.

4. Bills: The Law Firm will send you itemized progress bills from time to time, which are payable at the Client's regular monthly meeting. The Law Firm may require that some costs and expenses (See Paragraph 3) be paid in advance. All other bills for costs and legal expenses are due upon receipt.

3. Costs and Expenses: In addition to legal fees, the Client will pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services (prevailing market rates), photocopying charges ($0.20 per copy), postage, interpreter/translators' fee (prevailing market rates), travel expenses (IRS rate per miles and tolls.)

The Law Firm may require that expert(s) be retained directly by you. You would then be solely responsible to pay the expert(s).

2. B. All Service Will Be Billed: You will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing correspondence, travel to and from meetings and Court, legal research, negotiations and any other service relating to the subject matter of this Contract (minimum charge for 12 minutes.) Fees accrue for attendant at meetings. Legal Fees will be charged portal to portal.

1. Your responsibilities:

a. All Service Will Be Billed: You will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing correspondence, travel to and from meetings and Court, legal research, negotiations and any other service relating to the subject matter of this Contract (minimum charge for 12 minutes.) Fees accrue for attendant at meetings. Legal Fees will be charged portal to portal.

b. Costs and Expenses: In addition to legal fees, the Client will pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services (prevailing market rates), photocopying charges ($0.20 per copy), postage, interpreter/translators' fee (prevailing market rates), travel expenses (IRS rate per miles and tolls.)

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7. Trust Money. Any money received by this Firm to be placed in our Trust Account will be placed in a non-interest bearing account unless specific written arrangements are made to the contrary.

8. Signatures. The Law Firm and Client have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.
9. Duration. This Contract shall take effect on _____________, 2017 and continue until __________, 2017. It may be cancelled on written notice by either party to the other.


CLEARY GIACOBBE ALFIERI
JACOBS, LLC

TOWNSHIP OF DENVILLE

MATTHEW J. GIACOBBE
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, 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 conformance 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)

(Title)

[Signature]

(Title)
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: Company Inc. SIGNATURE: Matthew J. Jacobs
PRINT NAME: Matthew J. Jacobs TITLE: Partner DATE: 12-13-16
<table>
<thead>
<tr>
<th><strong>State of New Jersey</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Registration Certificate</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>CLEARY GIACOBBE ALFIERI &amp; JACOBS LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>5 RAVINE DRIVE</td>
</tr>
<tr>
<td></td>
<td>MATAWAN, NJ 07747-3106</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>1598238</td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>November 03, 2010</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>December 14, 2016</td>
</tr>
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</table>

<table>
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<th><strong>For Office Use Only:</strong></th>
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<tr>
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</tbody>
</table>

**EXHIBIT C**
TOWNSHIP OF DENVILLE

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

Date of Request 01/13/17

Matthew Giacobbe, Esq
1689 Ramapo Valley Road Upper Level 105
Oakland, NJ 07436
Name and Address of Contractor

Special Labor Counsel  
Name of Description of Pending contract  
Rates per 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>Audit Budget</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-155-254</td>
<td>Rates per Contract</td>
<td>Rates per Contract</td>
</tr>
<tr>
<td>01/10/17</td>
<td></td>
<td></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 Current Fund under the following line item account(s):

01-201-20-155-254  Rates per Contract

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

CERT17-04
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR SPECIAL LEGAL COUNSEL SERVICES FOR GENERAL AFFORDABLE HOUSING MATTERS AND PENDING LAND ACQUISITIONS FOR THE YEAR 2017

WHEREAS, the Township of Denville has a need to retain special legal counsel for general housing matters and pending land acquisitions without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

WHEREAS, Paula J. DeBona, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that she and the firm have not made any reportable contribution to a political or candidate committee in the Township of Denville in the previous one (1) year, and that the contract will prohibit her and the firm from making any reportable contributions through the term of the contract; and

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

WHEREAS, the Township wishes to retain Paula J. DeBona, Esq. d/b/a Paula J. DeBona, LLC of the firm Edward Wacks & Associates, LLC, t/a Wacks DeBona Beilin & Weber as Special Legal Counsel; and

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

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


2. This contract is awarded without competitive bidding as a “professional service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services are exempt from the provisions of the bidding statutes in that they are services rendered or performed by a person authorized by law to practice a recognized profession and are services with 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, when received, and the Determination of Value shall be placed on file with this resolution.

4. This resolution shall take effect as provided herein.

5. A notice of this action shall be printed once in the Citizen as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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 January 17, 2017.
AGREEMENT

THIS AGREEMENT, made this day of , 2017, 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:

PAULA J. DEBONA, ESQ., d/b/a PAULA J. DEBONA, LLC, of the firm of EDWARD WACKS & ASSOCIATES, LLC t/a Wacks DeBona Beilin & Weber, with offices at 55 Madison Avenue, Suite 320A, Morristown, New Jersey 07960,

(Hereinafter, "Counsel")

WITNESSETH:

WHEREAS, the Township wishes to retain and appoint Paula J. DeBona, Esq., d/b/a Paula J. DeBona, LLC, of the firm of Edward Wacks & Associates, LLC, t/a Wacks DeBona Beilin & Weber as special counsel for legal matters related to pending land acquisition and affordable housing matters, exclusive of the Declaratory Judgment action entitled in the Matter of the Application of the Township of Denville for Declaratory Judgment, Docket No. MRS-L-1641-15; and

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

WHEREAS, the parties wish to enter into a written contract.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties agree as follows:
1. Counsel shall be compensated at the rate of $153.00 per hour and paralegals at
the rate of $76.50 per hour for services rendered. Payment shall be made upon the submission
and approval of reasonably detailed monthly vouchers describing the legal services rendered.

2. Counsel shall be entitled to reimbursement for all postage, express mail,
facsimile charges, long distance telephone calls, filing fees, recording fees, and other
disbursements made on behalf of the Township under this Agreement.

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

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

5. Political Contribution Disclosure. This contract has been awarded to Counsel
based on the merits and abilities of Counsel 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 Counsel, 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 servicing in an elective public office
of that municipality when the contract is awarded, or to any candidate committee of any person
servicing in an elective public office of that municipality when the contract is awarded.

6. The term of this Agreement shall be for one year from January 1, 2017 to
December 31, 2017.
Kathryn Bowditch-Leon, Clerk

WITNESS:

TOWNSHIP OF DENVILLE

By: ______________________________
Thomas W. Andes, Mayor

PAULA J. DEBONA, LLC

By: ______________________________
Paula J. DeBona

STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on , 2017, 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 , 2017.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
I CERTIFY that on this day of January, 2017, before me, the subscriber, personally appeared PAULA J. DEBONA, Member of PAULA J. DEBONA, LLC, who, I am satisfied, is the person who signed the within instrument, and she acknowledged that she signed the within instrument, and that the within instrument is the voluntary act and deed of such limited liability company.

A Notary Public of New Jersey
My Commission expires
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF: New Jersey
COUNTY OF: Morris

I, Paula J. DeBona, being first duly sworn under oath affirm that I am sole member (sole owner, a partner, president, secretary, etc.) of Paula J. DeBona, LLC, 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 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. 10:6-31 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
personal testing conforms with the principles of job-related testing, as established by the statutes and court
decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court
decisions.

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods
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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 documentation 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)

Member

Notary Public of:

MAUREEN D. COMO
My Commission Expires: NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 5, 2020
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: Paula J. DeBona, LLC SIGNATURE: 
PRINT NAME: Paula J. DeBona TITLE: Member DATE: 12/30/16
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>PAULA J. DEBONA LLC</th>
</tr>
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<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
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</tbody>
</table>
| Address:            | 55 MADISON AVE SUITE 302A  
                     | MORRISTOWN, NJ 07960 |
| Certificate Number: | 2086279              |
| Effective Date:     | November 10, 2016   |
| Date of Issuance:   | December 19, 2016   |

For Office Use Only:
20161219171244390
TOWNSHIP OF DENVILLE

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

Date of Request 01/12/17

Edward Wacks & Associates, LLC (Wacks DeBona Beilin & Weber)
56 Madison Ave Suite 320A
Morristown, NJ 07960
Name and Address of Contractor

<table>
<thead>
<tr>
<th>Special Legal Council COAH</th>
<th>Rates per Contract</th>
<th>Amount of Contract</th>
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<tbody>
<tr>
<td>Name of Description of Pending contract</td>
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This contract will be charged to the following budget appropriations as per the detailed budget:

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<tr>
<th>DEPT.. ACCT. #, ORD. #</th>
<th>Budgets</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>01-201-20-155-254</td>
<td>Rates per Contract</td>
<td>Rates per Contract</td>
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Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

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<th>01-201-20-155-254</th>
<th>Rates per Contract</th>
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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

CERT17-12

Michael J Guarino
Chief Financial Officer

03/12/17