RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES FOR THE YEAR 2017

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

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

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

WHEREAS, John K. Ruschke, P.E. of the firm Mott MacDonald, LLC has submitted a proposal for 2017 indicating he will provide engineering services for an amount projected to exceed $17,500; and

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

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

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

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

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


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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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:

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

and:

JOHN K. RUSCHKE, PE, PMP, CME of: MOTT MACDONALD, LLC 111 Wood Avenue South Iselin, New Jersey 08830 (Hereinafter, "Engineer")

WITNESSETH:

WHEREAS, the Township of Denville wishes to retain and appoint John K. Ruschke, P.E., PMP, CME of Mott MacDonald, LLC of 111 Wood Avenue South, Iselin, New Jersey 08830, who maintains an office located at 412 Mt. Kemble Avenue, Suite G22, Morristown, New Jersey 07960, to provide professional engineering services to the Township as Municipal Engineer; and

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

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

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

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

“Services” shall include all of the engineering services associated with the position of Municipal Engineer for the calendar year 2017.

2. The Engineer shall be compensated at an hourly rate of $130.00 for all professional engineering services rendered to the Township and to the Township’s Boards, agencies, etc. In addition, the members of the Engineer’s firm shall be compensated in accordance with the fee schedule provided by the Engineer which schedule is attached hereto as
3. Engineer shall be entitled to reimbursements for all disbursements made on behalf of the Township of Denville.

4. Although Engineer has been retained to provide professional engineering services to the Township of Denville, it is understood and agreed that he may be assisted in his responsibilities to the Township of Denville by other professionals within his firm. Under no circumstances does the Engineer have the authority or ability to name any other professionals outside of his firm to perform services in connection with this agreement for the Township of Denville.

5. Engineer shall be available to attend Township Council meetings and meetings with municipal officials at their request.

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

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

8. Engineer is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271 §3) if Engineer received contracts in excess of $50,000 from public entities in a calendar year. It is Engineer’s responsibility to determine if filing is necessary.
9. Political Contribution Disclosure. This contract has been awarded to Engineer based on the merits and abilities of Engineer to provide the goods or services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Engineer, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

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

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>General Liability</td>
<td>$1,000,000 per occurrence, combined single limit for bodily injury and property damage.</td>
</tr>
<tr>
<td>Automobile</td>
<td>$1,000,000 per occurrence, combined single limit for bodily injury and property damage.</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory coverage</td>
</tr>
<tr>
<td>Umbrella</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The Certificate of Insurance must clearly indicate that the Township has been named as an additional insured on all of the Engineer’s general liability policies and shall contain a 30-day prior notice of cancellation to the Township.
11. Engineer agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, from and against any and all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors or omissions of the Engineer or its subcontractors or the officers, agents or employees of either while engaged in the performance of this Agreement.

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

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

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

14. The term of this Agreement shall be for one year from January 1, 2017, to December 31, 2017, or until further modified by the parties by agreement, in writing.

15. This Agreement is not assignable by either party.
ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

MOTT MACDONALD, LLC

By: John K. Ruschke, P.E., PMP, CME Vice President

WITNESS:

By:
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 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, Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

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

A Notary Public of New Jersey
My Commission expires
Invoices are payable within 30 days of invoice date. Delinquent bills are subject to finance charges of 1.5% per month. The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

**EXPENSES**

Personal Auto / Company Auto ......................................................... $0.54/ mile
Company Vans / Company Pick-Up ...................................................... $0.65/ mile
Photocopies & Offset Reproduction .................................................... Variable
UPS / Federal Express /Postage /Messenger Service ................................ Variable
Subcontractors (including Contract Laboratory) .................................... Direct + 15%
Telephone ......................................................................................... Variable
Field Equipment ................................................................................ Variable
Travel Lodging Per Diem ................................................................. As Incurred

*per IRS standard mileage rate (rate as of January 1, 2016 is shown – subject to change)
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH

I, Eric C. Betz, Senior Vice President (sole owner, a partner, president, secretary, etc.) of Mott MacDonald, LLC, being first duly sworn under oath affirm that I am

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

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

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

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

2. During the performance of this Contract, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq., as follows:

   The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, national 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] Eric C. Betz
Senior Vice President

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 12th DAY
OF DEC., 2016.

[Signature] Christine M. Jennings
Notary Public of

My Commission Expires: __________

CHRISTINE M. JENNINGS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Apr. 10, 2017
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 [X]
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 [X] 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: Mott MacDonald, LLC SIGNATURE: 

PRINT NAME: Eric C. Betz TITLE: Senior Vice President DATE: December 12, 2016
### STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>MOTT MACDONALD LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>111 WOOD AVENUE SOUTH</td>
</tr>
<tr>
<td></td>
<td>ISELIN, NJ 08830-4112</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1169109</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>August 01, 2005</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>July 25, 2016</td>
</tr>
</tbody>
</table>

For Office Use Only:
20160725083242072
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

Mott Mac Donald
412 Mt Kemble Ave Suite G22
Morristown, NJ 07960
Name and Address of Contractor

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

<table>
<thead>
<tr>
<th>DEPT, ACCT. #, ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-165-286</td>
<td>Rates per Contract</td>
<td>Rates per Contract</td>
</tr>
<tr>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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>
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<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

TOTAL Rates per Contract

Signed: __________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED 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

CERT17-06
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL PLANNING SERVICES FOR THE YEAR 2017

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

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

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

WHEREAS, Jason L. Kasler, P.P. of the firm of Kasler Associates, PA has submitted a proposal for 2017 indicating he will provide professional planning services for an amount projected to exceed $17,500; and

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

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

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

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

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


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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn 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:

KASLER ASSOCIATES, PA
34 Little Brook Road Springfield, New Jersey 07081

(Hereinafter, "Firm")

WITNESSETH:

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide professional planner services as outlined in the firm’s proposal, 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: TOWNSHIP OF DENVILLE

______________________________
Kathryn Bowditch-Leon, Clerk

By: ____________________________
Thomas W. Andes, Mayor

ATTEST: KASLER ASSOCIATES, PA

______________________________
By: ____________________________
Jason L. Kasler, AICP, PP
A Notary Public of New Jersey
My Commission expires

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)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

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

A Notary Public of New Jersey
My Commission expires
Kasler Associates, PA
Land Use Consultants
34 Little Brook Road  Springfield, NJ 07081  (P) 908.598.1666
Http://www.KaslerAssociates.com  Jason@KaslerAssociates.com

Jason L. Kasler, AICP, PP
Malcolm Kasler, AICP, PP (908-296-51)

Contract for Professional Planning Services

By and Between The

Township of Denville

AND

Kasler Associates, P.A.

This agreement, entered into as of this day of , 2017 by and between the Township of Denville (hereinafter called the "Township") and Kasler Associates, P.A. (hereinafter called the "Consultant").

Witnesseth that:

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

Now, therefore, the parties hereto do mutually agree as follows:

I. Employment of Consultant

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

II. Scope of Services and Materials to be Furnished to the Consultant

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

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

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

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

B. Base Map/Zoning Map

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

C. Zoning Ordinance

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

III. Qualifications of the Consultant

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

IV. Meetings & Office Hours

The Consultant shall attend Board Meetings and Council Meetings on an as-needed basis. If attendance is not required at a meeting, the Consultant shall be informed at least forty-eight (48) hours in advance, whenever reasonable possible. The consultant shall be available for up to ten (10) office hours per month on a schedule mutually agreed to between the parties. Tentatively, the parties have agreed to the following schedule:
The Consultant shall prepare thirteen (13) copies of any report submitted. A digital version of the submission shall be available in an Adobe© portable document file (PDF) and will be emailed to the appropriate municipal official.

* As needed. If not needed at this time, these hours will be flexible as to time and location.

Any changes, including additions, deletions or modifications must be agreed to between the parties.

V. COMPENSATION AND METHOD OF PAYMENT

THE CONSULTANT'S SHALL BE COMPENSATED AT A RATE OF $WORK RELATED TO THIS SUBMISSION.

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

VI. LIMITATION OF SCOPE OF SERVICE

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

VIII. CONFLICT OF INTEREST

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

IX. PREPARATION OF REPORTS

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

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

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

X. **INDEMNIFICATION**

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

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

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

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

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

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

XII. **TERMINATION OF CONTRACT**

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

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

XIII. **Arbitration**

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

XIV. **Assignment**

This Agreement is not assignable by either party.

XV. **Business Registration Certificate**

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

XVI. **Political Contribution Disclosure**

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

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

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

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

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

ATTEST: TOWNSHIP OF DENVILLE

______________________________
Kathy Bowditch, Clerk

By: Thomas W. Andes, Mayor

ATTEST: Kasler Associates, PA

______________________________
Jason L. Kasler, AICP, PP
PROPOSED SCOPE OF SERVICE

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

PROPOSED PAYMENT SCHEDULE

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

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

All billing will be in 15 minute increments.
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE


N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

COMPANY ________________________ Kasler Associates, PA

______________ ________________________
(Signature) (Title)

December 29, 2016
(Date)
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF New Jersey
COUNTY OF Somerset

I, Jason L. Kasler, President of Kasler Associates, being first duly sworn under oath affirm that I am

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

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

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

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

2. During the performance of this Contract, the Contractor agrees, pursuant to N.J.S.A. §10:5-31 et seq., as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate 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 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.

SWORN AND SUBSCRIBED TO BEFORE ME THIS 30TH DAY OF December 2016.

Notary Public of New Jersey

My Commission Expires: 6/29/2020
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 $450.00 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: Kasler Associates SIGNATURE: Jason L. Kaslr
PRINT NAME: Jason L. Kaslr TITLE: President DATE: ___
Certificate of Employee Information Report

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-SEP-2014 to 15-SEP-2021.

KASLER ASSOCIATES PA
34 LITTLE BROOK ROAD
SPRINGFIELD NJ 07081

Andrew P. Sadlowski-Edelstoll
State Treasurer
<table>
<thead>
<tr>
<th><strong>STATE OF NEW JERSEY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BUSINESS REGISTRATION CERTIFICATE</strong></td>
</tr>
<tr>
<td><strong>Taxpayer Name:</strong></td>
</tr>
<tr>
<td><strong>Trade Name:</strong></td>
</tr>
</tbody>
</table>
| **Address:** | 34 LITTLE BROOK ROAD  
SPRINGFIELD, NJ 07081-3718 |
| **Certificate Number:** | 0708873 |
| **Effective Date:** | March 16, 1998 |
| **Date of Issuance:** | January 03, 2017 |

**For Office Use Only:**

20170103121424147
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

Kasler Associates Pa.
34 Little Brook Ave
Springfield, NJ 07081
Name and Address of Contractor

Municipal Planner

Name of Description of Pending contract

Rates per Contract

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

Public Events

Rates per Contract

DEPT., ACCT., ORD. #
01-201-20-180-285

TOTAL

Rates per Contract

$0.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the Current Fund under the
following line item account(s):
01-201-20-180-285 $0.00

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

COMMENTS:
Fund availability are predicated on available budget

CERT17-08

Michael J Guarino
Chief Financial Officer
WHEREAS, the Township of Denville has a need to acquire grant research and grant application consulting 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 may exceed $17,500; and

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

WHEREAS, CGP&H, LLC, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey, has submitted a proposal to provide grant research and grant application consulting services for the sum not to exceed $27,500; and

WHEREAS, Randall Gottesman, P.P. has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H, LLC 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 CGP&H, LLC 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 CGP&H, LLC to provide grant research and grant application consulting services.

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

1. A contract for consulting services for grant research and grant applications is hereby awarded to CGP&H, LLC, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey and the Mayor and Municipal Clerk are hereby authorized to execute the contract.

2. A copy of the contract is on file in the office of the Municipal Clerk.

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

4. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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:

CGP&H, LLC
101 Interchange Plaza
Suite 301
Cranbury, New Jersey 08512

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with CGP&H, LLC for grant writing 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 CGP&H, LLC of Cranbury, 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 grant writing services as outlined in the firm’s proposal dated 12/29/16, 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. 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.

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

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

7. 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.

8. 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
The 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:

Randall Gottesman, PP President
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 Acting 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. ANDER, 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:

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

2017 Township of Denville Grantwriting Project

THIS AGREEMENT made by and between the Township of Denville, with principal offices located at 1 St. Mary's Place, Denville, New Jersey, hereinafter referred to as the "Township" and CGP&H LLC, with principal offices located at 101 Interchange Plaza, Suite 301, Cranbury, New Jersey, hereinafter referred to as the "Consultant."

WHEREAS, the Township wishes to engage the Consultant to assist in research of funding sources and the preparation of various grant applications.

I. CONSULTANT SCOPE OF SERVICES

1. Inform the Township of Current and Anticipated Funding Programs

The Consultant shall utilize its existing database of county, state, and federal funding sources as well as monitor new and emerging grant opportunities that become available. The consultant's grant researchers shall continually evaluate upcoming funding opportunities with information collected from the Township on its funding wants and needs. As appropriate, the consultant shall also evaluate funding opportunities available from private sources such as foundations and corporate giving programs. At no cost to the Township, the consultant shall provide numerous grant alerts throughout the year, carefully summarizing the key components of funding opportunities and distribute them to the appropriate local officials as the grant opportunities become available. Services for item 1, above are provided upon the signing of the contract, at no cost to the Township.

2. Assess Local Priorities

Upon execution of this professional services agreement, the consultant shall immediately meet with Township department heads as directed by the Mayor, Township Business Administrator or their designee to assess local priorities and make appropriate recommendations for funding sources. This will enable the consultant to quickly and effectively understand the Township's current priorities and issues. Services stated in this paragraph shall be provided after the signing of this contract, at no cost to the Township.
Upon authorization from the Township, the consultant shall prepare each assigned grant application on behalf of Denville. The consultant shall begin each grant application by reaching out to the appropriate local official or staff person for input and conducting site visits whenever necessary. Once the grant applications are prepared, sufficient time will be allowed for review by local officials, with adequate time for revisions, if needed. When appropriate, the consultant shall actively solicit letters of support on behalf of the Township for use in the applications. These letters come from all levels of government as well as from community and business leaders. In addition, the consultant shall

3. Determine the Township’s Eligibility for Funding Programs

The consultant shall recommend participation in all appropriate funding programs under which the Township may be eligible, and conversely, advise the Township of projects where it would not enjoy a favorable likelihood of success. The decision to apply, regardless of the risk, shall always continue to be in the hands of the Township. However, those determinations shall be based on the best available and most current information the consultant can provide to the Township in its decision-making process. These services are provided at no cost to the Township.

4. Recommend Grant Applications

The consultant shall recommend which applications the Township should consider based on local priorities and competitiveness, as well as the return on investment that a successful application may provide. The consultant shall also weigh factors such as the matching fund requirements of some grant applications and any requirements to continue the project (operations or maintenance) after the grant award expires. Initial recommendations based on existing knowledge of the municipality’s demographics and the grant(s) in question will be made at no additional cost to the Township. Analyses that require additional research will be conducted at the direction of the Township at our 2017 hourly rates, attached hereto.

5. Prepare Grant Applications

Upon authorization from the Township, the consultant shall prepare each assigned grant application on behalf of Denville. The consultant shall begin each grant application by reaching out to the appropriate local official or staff person for input and conducting site visits whenever necessary. Once the grant applications are prepared, sufficient time will be allowed for review by local officials, with adequate time for revisions, if needed. When appropriate, the consultant shall actively solicit letters of support on behalf of the Township for use in the applications. These letters come from all levels of government as well as from community and business leaders. In addition, the consultant shall
exercise its relationships with state and federal personnel working directly with many of the funding sources the Township will be interested in pursuing.

The grant application process includes the preparation of all documents related to the submission of the grant. The consultant shall prepare all hard copy grant submissions as required and all electronic submissions utilizing the State’s SAGE systems, or the federal government’s Grants.gov on-line submission system, and other on-line submission systems, as appropriate. Grant writing services will be billed at the consultant’s regular rates as per the attached 2017 Fee Schedule based upon a not to exceed proposal authorized by the Township for each grant as described in Article II herein.

6. Follow-up on Grant Applications

The consultant shall also coordinate application follow-up with each funding source during the review/scoring process and notify the Township on what it believes is the best direction to proceed to secure the funds. This may include contacting state or federal legislators and requesting their advocacy on behalf of the proposed project. These post-submission services will be billed at the consultant’s regular rates as per the attached 2017 Fee Schedule, which is unchanged from 2016, and shall not exceed the “not to exceed” amount for each grant.

7. Technical Assistance

In addition, the consultant shall provide limited technical assistance, as requested by the Township, on the review of applications prepared by in-house resources. Such technical assistance will be billed at the Consultant’s regular rates as per the attached 2017 Fee Schedule.

II. COMPENSATION

Payment of said fees shall be due upon the regular submission of vouchers. Such vouchers shall include the amount of time spent and services performed. Payment in full for invoices submitted is required within forty-five (45) days of billing date. The total compensation for services covered by the Agreement shall not exceed $27,500.00.

The consultant’s invoices shall be based upon the attached 2017 Schedule of Hourly Rates, attached hereto as Exhibit A, and in accordance with a “not to exceed” figure that shall be provided for each individual grant application prior to authorization to proceed.

Any direct costs identified will be reimbursed to the consultant on a direct-cost basis by the Township. Direct costs include obtaining special materials (maps, surveys, special
Any services of the Consultant not specified in this contract or performed within the ordinary course of its scope shall be covered by a subsequent contractual Agreement.

Items which may require a subsequent contractual agreement include grant administration.

III. TIME

The Agreement shall be in effect from the date of this agreement and shall continue through December 31, 2017 or until the maximum compensation under this Agreement is reached or unless the Agreement is otherwise amended by both parties.

It is understood and agreed that each of the parties to this Agreement shall have the option to terminate said Agreement at any time after thirty (30) days' notice is given by either party to the other for any reason or no reason, provided that Consultant shall not have the right to terminate this Agreement if grant writing services are being provided to the Township at no cost pursuant to the guarantee set forth in Article II above. It is also understood and agreed that written notice shall be deemed given when a letter setting forth the intention to terminate is mailed by certified mail, return receipt requested, by either party to the other. Proof of mailing issued by the United States Post Office shall be deemed proof of said mailing. The Consultant shall be entitled to all fees earned to the date of termination, unless the guarantee period set forth in Article II above is in effect.

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

- **General Liability**: $1,000,000 per occurrence, combined single limit for bodily injury and property damage.
- **Automobile**: $1,000,000 per occurrence, combined single limit for bodily injury and property damage.
- **Worker’s Compensation**: Statutory coverage
- **Umbrella**: $1,000,000
The Consultant agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, from and against any and all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons or by reason of property damage to any property which arises from or in any manner grows out of the negligent acts, errors or omissions of the Consultant or its subcontractors or the officers, agents or employees of either while engaged in the performance of this Agreement.

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

VI. 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.

VII. A copy of the consultant’s New Jersey Business Registration Certificate is attached hereto as Exhibit C.

VIII. The Consultant herein represents that neither the Consultant nor any person owning five percent or more of the stock or equity interest in the Consultant’s business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.
IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first
above written

THE TOWNSHIP OF DENVILLE

Thomas W. Andes
Mayor

Witness

CGP&H LLC

Randall Gottesman, PP
President

Witness
**EXHIBIT A**

**CGP&H, LLC**  
2017 Fee Schedule

<table>
<thead>
<tr>
<th>TITLE</th>
<th>KEY PERSONNEL</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td>Randall Gottesman, P.P.</td>
<td>$143</td>
</tr>
<tr>
<td>Vice Presidents</td>
<td>David Gerkens, P.P.</td>
<td>$143</td>
</tr>
<tr>
<td></td>
<td>Megan York, P.P.</td>
<td></td>
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<tr>
<td>Senior Grant-Writer</td>
<td>Patrice Loehle, P.P.</td>
<td>$143</td>
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<tr>
<td></td>
<td>Michelle Lamar, Esq.</td>
<td></td>
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<tr>
<td>Grant-writing Assistants</td>
<td>John Burton</td>
<td>$77</td>
</tr>
<tr>
<td></td>
<td>Alyssa Marchesi</td>
<td></td>
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</table>
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, 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. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

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

I am aware that if any 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 3rd DAY
OF DECEMBER, 2021

Notary Public of

My Commission Expires:

JOHN M BURTON
Commission # 60048880
Notary Public, State of New Jersey
My Commission Expires
November 17, 2021
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: President SIGNATURE: [Signature]
PRINT NAME: Randall Gottesman TITLE: President DATE: 12/29/2016
<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>CGP&amp;H, LLC</th>
</tr>
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<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>101 INTERCHANGE PLZ STE 301</td>
</tr>
<tr>
<td></td>
<td>CRANBURY, NJ 08512-3716</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1363338</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>September 27, 2007</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>January 10, 2017</td>
</tr>
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For Office Use Only:
20170110111436532
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

CGP & H LLC.
101 Interchange Plaza Suite 301
Cranbury, NJ 08512
Name and Address of Contractor

Municipal Grant Writer __________________________ Rates per Contract __________________________
Name of Description of Pending contract __________________________ Amount of Contract __________________________

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>01-201-20-110-256</td>
<td>Rates per Contract</td>
<td>Rates per Contract</td>
</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

                          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):

01-201-20-110-256 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

CERT17-09
Michael Guarino
Chief Financial Officer
01/10/17
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR APPRAISAL/CONSULTING SERVICES FOR DEFENSE OF STATE COMMERCIAL TAX APPEALS FOR THE YEAR 2017

WHEREAS, the Township of Denville has a need to acquire professional appraisal/consulting services for defense of State Commercial Tax Appeals 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 may exceed $17,500; and

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

WHEREAS, Jon P. Brody of Appraisal Consultants Corp. has submitted a proposal indicating he will provide appraisal/consulting services for an amount projected which may exceed $17,500; and

WHEREAS, Jon P. Brody has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm, Appraisal Consultants Corp., 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 Jon P. Brody of the firm Appraisal Consultants Corp., 293 Eisenhower Parkway, Suite 200, Livingston, New Jersey 07039 for appraisal/consulting services for defense of State Commercial Tax Appeals for the term ending December 31, 2017 and for an amount not to exceed $19,000.

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:

APPRAISAL CONSULTANTS CORP
293 Eisenhower Parkway
Suite 200
Livingston, New Jersey 07039

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Appraisal Consultants Corp. for professional appraisal consulting 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 Appraisal Consultants Corp. of Livingston, 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 appraisal consulting services as outlined in the firm's proposal dated 12/30/16, 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); telephone conference call provider fees, filing fees, recording fees, and other disbursements made on behalf of the Township of Denville.

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

Jon P. Brody, MAI, CRE
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
December 30, 2016

Virginia Klein, CTA
Tax Assessor Denville
Municipal Building
1 St Mary's Place
Denville, NJ 07834

Re: 2017 Professional Services

Dear Ms. Klein:

In accord with your request for professional appraisal/consulting services I am pleased to submit the following eight (8) page proposal including our professional fee schedule. Page 8 is a copy of our Certification of Employee Information – State of NJ Business Registration form noting an expiration date of 2/15/2019.

As you know I have worked for the Township over the past many years on added assessments, New Jersey Tax Court and County Board of Taxation related matters.

Through representing many communities over the past approximate 52 years I have found that it is sometimes helpful for budgeting purposes to reflect a specific dollar amount for certain appraisal/consulting assignments versus an open unknown rate based on an anticipated number of hours at an hourly rate. For that reason and not being fully aware of each and every case that could come up over the years I have enclosed a copy of our schedule of fees based on the respective size and complexity of any assignment. Keep in mind that we would discuss in detail with you and the municipal attorney our anticipated fee prior to undertaking any assignment since every assignment does not necessarily fit neatly into the attached fee schedule.

If the assignment calls for an hourly rate, it will be invoiced at our current municipal billing rate, as summarized on page four (4). However if the assignment involves a specific property where you would be more comfortable knowing a specific fee, the schedule will be helpful. Our history with Denville is that over the years most billing has been on an hourly basis involving inspections, preliminary valuations and conferences employed for settlement purposes.

As with the other communities we represent we would notify our insurance carrier to provide you with the “certificate of liability insurance”.

Richard M. Claxton, MAI, CRE
Jon P. Brody, MAI, CRE
William H. Steinhart, MAI, CRE
Debra S. Ripoli
Cheryl S. Nobile
Jill H. Brody

Telephone: 973.994.7400
Writer's ext. 304
Writer's e-mail: jpb@appecon.com
Facsimile: 973.994.3493
If following your review of this letter you have any questions, please do not hesitate to contact me.

Sincerely,

Appraisal Consultants Corp.

[Signature]

Jon P. Brody, MAI, CRE
Certified General Appraiser
N.J. License No. RG00390
**APPRAISAL CONSULTANTS CORP.**

**PROFESSIONAL SERVICES PROPOSAL – DENVILLE TOWNSHIP – 2017**

**FEE SCHEDULE - PROFESSIONAL SERVICES – 2017**
FOR - DENVILLE TOWNSHIP

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<th>APPRAISAL FEES: (Cumulative by Size)</th>
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<td></td>
<td>next 50,000 SF</td>
<td>$40/1000 SF</td>
</tr>
<tr>
<td></td>
<td>next 100,000 SF</td>
<td>$30/1000 SF</td>
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<tr>
<td></td>
<td>next 100,000 SF</td>
<td>$20/1000 SF</td>
</tr>
<tr>
<td></td>
<td>over 300,000 SF</td>
<td>$10/1000 SF</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Commercial Office:</th>
<th>up to 15,000 SF</th>
<th>$4,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>next 35,000 SF</td>
<td>$50/1000 SF</td>
<td></td>
</tr>
<tr>
<td>next 100,000 SF</td>
<td>$40/1000 SF</td>
<td></td>
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<tr>
<td>next 150,000 SF</td>
<td>$20/1000 SF</td>
<td></td>
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<table>
<thead>
<tr>
<th>Industrial:</th>
<th>up to 15,000 SF</th>
<th>$4,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>next 35,000 SF</td>
<td>$50/1000 SF</td>
<td></td>
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<tr>
<td>next 100,000 SF</td>
<td>$40/1000 SF</td>
<td></td>
</tr>
<tr>
<td>next 350,000 SF</td>
<td>$25/1000 SF</td>
<td></td>
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<tr>
<td>next 500,000 SF</td>
<td>$10/1000 SF</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MF Residential: Rental: up to</th>
<th>25 DU's</th>
<th>$4,000 (Condo's $5,250)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Next 25 DU's</td>
<td>$50/DU</td>
</tr>
<tr>
<td></td>
<td>Next 50 DU's</td>
<td>$40/DU</td>
</tr>
<tr>
<td></td>
<td>next 100 DU's</td>
<td>$30/DU</td>
</tr>
<tr>
<td></td>
<td>next 200 DU's</td>
<td>$20/DU</td>
</tr>
</tbody>
</table>

| Hotel/Motel:                         | up to 50 RM's | $4,000 |
|--------------------------------------| next 50 RM's | $45/RM |
|                                      | next 100 RM's | $35/RM |

| Special Purpose:                     | Gas Stations | $4,500 |
|--------------------------------------| Branch Banks | $4,500 |
|                                      | Fast Food    | $4,500 |

| Vacant Land:                         | Site | $2,000 (subject to complexity of assignment) |
|--------------------------------------| Subdivision | $9,500± (depending on size) |

Feasibility Reports:
(as part of appraisal for proposed construction) $3,500 (additional fee)

Special assignments to be negotiated; all fees subject to specific negotiations.
PER DIEM FEE SCHEDULE - PROFESSIONAL SERVICES
FOR DENVILLE TOWNSHIP

JANUARY 2017

PRINCIPAL APPRAISER: $175 per hour
Jon P. Brody, MAI, CRE

MARKET ANALYSTS: $100 per hour
Debra Ripoli
Cheryl S. Nobile
Jill H. Brody

STAFF: $75 per hour

When more than one principal appraiser/analyst work in concert with each other (at the request of the client or the client's attorney), hourly billings for their aggregated time shall not exceed 150% of the hourly rate of a single principal appraiser/analyst. Billing rates are based upon current salary ranges and overhead costs within the firm. Billing rates shall remain effective for one year from the date of this proposal. Billing rates are reviewed periodically and subject to market adjustment by the firm.

Terms: All appraisal, conference, testimony and consultation fees are due and payable upon presentation of the invoice. A service charge of one and a half percent (1.5%) per month will be charged on all overdue accounts. If the need arises for unpaid bills to go to collection, all attorneys' fees, collection agents' fees, court costs, etc., shall be included in any settlement.
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, 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. 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.

Sworn and subscribed to before me this __ day of December, 2016.

[Signature]

(Title)

Cheryl Nobile
ID# 2430999
Notary Public of New Jersey
My Commission Expires, March 8, 2018
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: Appraisal Consultants Corp.
SIGNATURE: [Signature]

PRINT NAME: Jon P. Brody
TITLE: President
DATE: 4/18/16
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2012 to 15-FEB-2019.

APPRaisal CONSULTANTS CORP.
293 EISENHOWER PKWY. SUITE 200
LIVINGSTON NJ 07039 1711

Andrew P. Shanahan-Ellistoff
State Treasurer

TAXPAYER NAME:
APPRaisal CONSULTANTS CORP.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
222-653-768/000

SEQUENCE NUMBER:
0073505

ADDRESS:
293 EISENHOWER PARKWAY STE 200
LIVINGSTON NJ 07039

ISSUANCE DATE:
08/23/04

EFFECTIVE DATE:
09/03/85

FORM-BRC(05-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
TOWNSHIP OF DENVILLE

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

Date of Request 01/12/17

Appraisal Consultants Corp
293 Eisenhower Parkway Suite 200
Livingston, NJ 07039
Name and Address of Contractor

<table>
<thead>
<tr>
<th>Name of Description of Pending contract</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Litigation for Appeals</td>
<td>$17,500.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Capital</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-150-256</td>
<td>$17,500.00</td>
<td>$17,500.00</td>
</tr>
</tbody>
</table>

TOTAL $17,500.00

Signed: ________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-150-256</td>
<td>$17,500.00</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 01/12/17
Chief Financial Officer

CERT17-11
CERT17-11
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR APPRAISAL/CONSULTING SERVICES FOR 2017 COMMERCIAL ADDED ASSESSMENTS

WHEREAS, the Township of Denville has a need to acquire appraisal services for 2016 commercial added assessments 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 may exceed $17,500; and

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

WHEREAS, Rick Del Guercio of Associated Appraisal Group has submitted a proposal indicating that he will provide appraisal services for an amount which may exceed $17,500; and

WHEREAS, Rick Del Guercio has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm 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 services agreement with Rick Del Guercio, of Associated Appraisal Group, 6 Commerce Drive, Suite 303, Cranford, New Jersey 07016 for commercial added assessments 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 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:

ASSOCIATED APPRAISAL GROUP
(aka APPRAISAL SYSTEMS INC.)
6 Commerce Drive
Suite 303
Cranford, New Jersey 07016

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Associated Appraisal Group for professional appraisal services for 2017 Commercial Added Assessments; 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 Associated Appraisal Group, Cranford, 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 services as outlined in the firm's proposal dated 01/06/17, 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

Associated Appraisal Group

By: ________________________________
    Rick Del Guercio, CSGREA, CTA
A Notary Public of New Jersey
My Commission expires

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)

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
PROPOSED SERVICES - COUNTY TAX BOARD

Associated Appraisal Group’s detailed plan regarding County Tax Board Matters

1. Inspection of the subject property and photographs
2. Review of the appeal and all data submitted by the appellant
3. Preparation of a grid and/or report which contains the appellant’s comparable sales, as well as the Municipality’s comparable sales.
4. Consultations with the Assessor and/or municipal attorney.
5. Engage in settlement discussions when warranted
6. County Tax board Hearings
   A. Testimony;
   B. Rebuttal Testimony;

PROPOSED SERVICES - STATE TAX COURT

Associated Appraisal Group’s detailed plan regarding State Tax Court Matters

1. Prepare file, including complaint, property record card, Chapter 91 Responses, if any and subject photographs.
2. Review Answers to Interrogatories provided by Plaintiff, Request more specific answers, if required
3. Request Answers to Supplemental Interrogatories when necessary
4. Inspection of the subject property and photographs
5. Prepare preliminary analysis in order to estimate the merit of the appeal
6. Engage in settlement discussions when warranted.
7. Prepare trial ready appraisal reports when required. Reports will be prepared in conformity with the Uniform Standards of Professional Practice. All three approaches to value (Cost, Income and Sales) will be considered and none will be excluded without a detailed discussion.
8. Trial
   A. Opposition research on Plaintiff’s report;
   B. Preparation of Exhibits
   C. Assist Counsel in cross-examination preparation;
   D. Testimony
      i. Direct Testimony;
      ii. Rebuttal Testimony.
***HOURLY RATES and CHARGES***

Associated Appraisal Group shall assist the Municipality by providing an expert witness at the County Tax Board and State Tax Court level. Services include negotiation, preliminary analysis, conferences, complete appraisal reports, preparation of exhibits and expert testimony.

### COUNTY TAX BOARD APPRAISAL SERVICES:

- **Class 2 Properties—Comparable Sales Analysis**: $75.00 / case
- **Class 4A, 4B, & 4C Properties**: Fees to be determined on a case-by-case basis
- **Testimony, Meetings, Conferences, Depositions, etc.**: Included in case fee.

### STATE TAX COURT APPRAISAL SERVICES:

Our fees for providing the following services are based on the hourly rates as follows:

- **Consulting Services & Preliminary Analysis**: $125 / hour
- **Testimony, Meetings, Conferences, Depositions, etc.**: $125 / hour
- **Class 2 Preliminary Analysis Report**: $350 / case

### PREPARATION OF COMPLETE APPRAISAL REPORTS:

- **Class 2 Properties**: $1,000 - $2,500
- **Class 4A, 4B & 4C Properties**: $3,000 - $5,000
- **Class 1 & Special Purpose Properties**: Fees to be determined on a case-by-case basis
# HOURLY RATES and CHARGES - ADDED ASSESSMENTS

## ADDED ASSESSMENTS:

### CLASS 2 PROPERTIES:

- Decks, Porches, Cac, Siding/Windows, Path/Kitchen Renovations, Fin. Bsmnt & All Other Misc.: $50.00
- Additions: $65.00
- Additions over 1,000 SF: $90.00
- New Construction: $100.00
- New Construction over 5,000 SF: $150.00

### CLASS 4A PROPERTIES:

- Up to $250,000 value added (Improvement): $350.00
- $250,000 to $500,000 value added: $500.00
- $500,000 to $1,000,000 value added: $650.00
- $1,000,000 to $5,000,000 value added: $500.00
- Over $5,000,000: $1,000.00

### CLASS 4B PROPERTIES:

- Up to $250,000 value added (Improvement): $350.00
- $250,000 to $500,000 value added: $500.00
- $500,000 to $1,000,000 value added: $650.00
- $1,000,000 to $5,000,000 value added: $800.00
- Over $5,000,000: $1,000.00

### CLASS 4C PROPERTIES:

- 4 to 5 units: $250.00
- 9 to 16 units: $450.00
- 17 to 32 units: $600.00
- 33 to 64 units: $800.00
- Over 64 units: $1,000.00

### CLASS 15 PROPERTIES:

- All types: $150.00

### UPDATES ON PERMITS IN PROGRESS:

- All types: $30.00

### DEFENSE OF APPEALS:

- All types: $125.00 / hour
AFFIRMATIVE ACTION STATEMENT

Associated Appraisal Group hereby agrees that during the performance of an agreement with the Municipality it will in all respects comply with Chapter 127 of the Public Law of 1975 and further state agreement as follows:

Associated Appraisal Group will not discriminate against any employee or applicant for employment because of his age, race, creed, color, national origin, ancestry, marital status or sex. Associated Appraisal Group will take affirmative action to ensure that such applicants are recruited and employed, and that the employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status 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. Associated Appraisal Group agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Associated Appraisal Group in all solicitations or advertisements for employees placed by or on behalf of Associated Appraisal Group state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

Associated Appraisal Group will send to each labor union or representative of workers with which he has a Collective Bargaining Agreement or other agreement or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Associated Appraisal group commitments under this act and shall post copies of the notice in conspicuous place available to employees and applicants for employment.

Associated Appraisal Group shall meet New Jersey State and Federal requirements with respect to Equal Opportunity laws and minimum wage rates.

Rick Del Guercio, SCGREA, CTA, President

CONFLICTS OF INTEREST

Associated Appraisal group is not aware of any potential conflicts of interest nor are there any immediate relatives of the principals of Associated appraisal Group employed by or an elective official of the Municipality.
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, 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, 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. 17:27-6.2.

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 bases 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 ensure 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 of 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)  
(Secretary)

Notary Public, New Jersey
My Commission Expires: September 5, 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: Associated Appraisal Group
SIGNATURE: [Signature]
PRINT NAME: Darren N. Raymond TITLE: Secretary DATE: 6-January-2017
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<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>ASSOCIATED APPRAISAL GROUP INC</th>
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<tr>
<td><strong>Trade Name:</strong></td>
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<td><strong>Address:</strong></td>
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<td></td>
<td>CRANFORD, NJ 07016</td>
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<tr>
<td><strong>Certificate Number:</strong></td>
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<tr>
<td><strong>Effective Date:</strong></td>
<td>March 13, 2012</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 10, 2017</td>
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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: 01/12/17

Certification # 17-10

Associated Appraisal Group (aka Appraisal Systems, Inc.)
6 Commerce Drive Suite 303
Cranford, NJ 07016
Name and Address of Contractor

2016 Commercial Added Assessments $10,500.00
Name of Description of Pending contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-150-256</td>
<td>$10,500.00</td>
<td>$10,500.00</td>
</tr>
</tbody>
</table>

Signed: ___________________  
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-150-256</td>
<td>$10,500.00</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  
Chief Financial Officer  
01/12/17
RESOLUTION AUTHORIZING AN E.U.S. AGREEMENT FOR RISK MANAGEMENT
CONSULTANT SERVICES FOR THE YEAR 2017

WHEREAS, there exists a need for Risk Management Consultant Services in the Township of Denville; and

WHEREAS, said services are of such a specialized and qualitative nature that it renders competitive bidding impractical; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., particularly N.J.S.A. 40A:11-5(1)(m) specifically provides that insurance, including insurance consultant services, is not subject to the requirements of public bidding; and

WHEREAS, the Township of Denville wishes to appoint David J. Sgalia as the Township’s Risk Management Consultant; and

WHEREAS, the amount of the Risk Management Consultant’s contract is four and one-half (4 ½%) percent of the annual assessment imposed on the Township by the Morris County Municipal Joint Insurance Fund, plus any brokerage commissions paid by insurance companies on policies authorized by the Township which are outside the Joint Insurance Fund; and

WHEREAS, the Chief Financial Officer of the Township has certified as to the availability of funds for this purpose.

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

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with David J. Sgalia for Risk Management Consultant services, which contract is on file in the Office of the Municipal Clerk.

2. This contract is awarded without competitive bidding in accordance with the specific exemption for such services found in N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law, and because the services to be provided are extremely specialized in nature and require a degree of expertise, training and experience in the insurance industry. Additionally, the services to be provided are by their nature qualitative and thus not susceptible of being described by written specifications.

3. A notice of this action shall be printed once in the Citizen according to 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:

DAVID J. SGALIA of CUPO INSURANCE AGENCY
50 Mt. Prospect Avenue
P.O. Box 799
Clifton, New Jersey 07013

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with David J. Sgalia of Cupo Insurance Agency to provide risk management consulting 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 David J. Sgalia 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 have David J. Sgalia provide risk management consulting services to the Township as outlined in the Firm's proposal dated December 16, 2017, 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:

______________________________  TOWNSHIP OF DENVILLE
Kathryn Bowditch-Leon, Clerk  By: ________________________________
Thomas W. Andes, Mayor

ATTEST:

______________________________  By: ________________________________
______________________________  David J. Sgalla
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: \[ SS: \]
COUNTY OF MORRIS \[ SS: \]

I CERTIFY that on \[ , 2017, \] DAVID J. SGALIA 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 16, 2016

Township of Denville
ATTN: Kathy Bowditch-Leon, Township Clerk
1 Saint Mary's Place
Denville, NJ 07834

RE: 2017 Risk Management Consultant

Dear Ms. Bowditch-Leon,

With the approval of the Mayor and Council, it would be my privilege to continue as the Risk Management Consultant for 2017. As in the past years, I am requesting the fee of 4.5% of the Morris County Joint Insurance Fund’s Annual assessment, payable quarterly.

If there are any questions or concerns, please don’t hesitate to give me a call.

Sincerely,

David J. Scialia
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.

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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, national origin 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, national origin 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 14th day of Dec, 20__

Notary Public

My Commission Expires: VICTORIA L. RAMOS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 26, 2020

Victoria L. Ramos
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: Anthony S. Cupo Agency  SIGNATURE: [Signature]
PRINT NAME: Jeffrey T. Cupo  TITLE: President  DATE: 12-8-16
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th><strong>ANTHONY S. CUPO AGENCY</strong></th>
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<tr>
<td><strong>Address:</strong></td>
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<td>CLIFTON, NJ 07013</td>
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<td><strong>Certificate Number:</strong></td>
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<tr>
<td><strong>Effective Date:</strong></td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>January 25, 2016</td>
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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 01/12/17

Certification # 17-13

David J. Sgalia of Cupo Insurance Agency
50 Mt. Prospect Avenue
Clifton, NJ 07013
Name and Address of Contractor

Risk Management Services ___________________________ $25,844.00
Name of Description of Pending contract

Amount of Contract

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

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<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Budgets</th>
<th>TOTAL</th>
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<td>01-201-23-201-200</td>
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<tr>
<td>07-201-55-700-536</td>
<td>$5,168.84</td>
<td>$5,168.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL $25,844.00</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 Fund in which the account designates under the following line item account(s):

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Amount of Contract</th>
</tr>
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<tbody>
<tr>
<td>01-201-23-201-200</td>
<td>$15,506.32</td>
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<td>05-201-55-500-536</td>
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<tr>
<td>07-201-55-700-536</td>
<td>$5,168.84</td>
</tr>
</tbody>
</table>

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

CERT17-13
RESOLUTION

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

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

WHEREAS, the spending plan provides for the use of up to twenty percent (20%) of such funds for administrative costs, including but not limited to consulting and legal fees; and

WHEREAS, the Township previously transferred the anticipated administrative costs for 2016 from the Affordable Housing Trust Fund to the Denville General Trust Fund; and

WHEREAS, those funds have been exhausted and the Township desires to transfer an additional $20,000 for administrative costs for calendar year 2017 actual and anticipated expenses to the Denville General Trust Fund; and

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

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

1. That the sum of $20,000 be transferred from the Affordable Housing Trust Fund to the Denville General Trust Fund for COAH related administrative costs.

2. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on January 17, 2017.

Certification Dated: ____________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
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

WHEREAS, Resolution No. 16-236 authorized the refund of taxes in the amount of $1,966.20 to the attorney for the former owner of the aforementioned property; and

WHEREAS, as a result of the refund, the Tax Collector's records reflect that such amount is presently due and outstanding as to the current property owner; and

WHEREAS, it has been determined that the refund of taxes should not have been issued to the former owner of the property.

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

1. Outstanding taxes in the amount of $1,966.20 and interest in the amount of $513.45 are hereby cancelled against the current record owner of the property.

2. The Township shall pursue the return of such funds which were paid to the former owner.

This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 17, 2017.
RESOLUTION

WHEREAS, the Township desires to acquire property known as Block 11101, Lot 3, 43 Smith Road, as shown on the Tax Maps of the Township of Denville for open space purposes; and

WHEREAS, the owners of the property and the Township have agreed upon the terms of a Contract for Sale.

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

1. The Mayor and Township Clerk are hereby authorized to execute a Contract for Sale with Helen LaPlatte and Jean LaPlatte for the acquisition of Block 11101, Lot 3 for a purchase price of $290,000, which Contract for Sale is subject to the receipt of sufficient funding grants and to the adoption of an ordinance by the Municipal Council authorizing the acquisition of the property and appropriating the necessary funds.

2. A copy of the Contract for Sale is on file in the office of the Township Clerk for inspection by the public.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on January 17, 2017.

Certification Dated: ___________________________ Kathryn Bowditch-Leon, RMC
Municipal Clerk
This Contract for Sale is made on __/__/2017.

BETWEEN

THE ESTATE OF HELEN La PLATTE
Morristown, NJ 07960
referred to as the Seller

AND

THE TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey
whose address is 11 SI. Mary's Place, Denville, NJ 07834
referred to as the Buyer

The words “Buyer” and “Seller” include all Buyers and all Sellers listed above.

1. Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.

2. Property. The property to be sold consists of: (a) the vacant land; and (b) all of the Seller's rights relating to the land;
   The real property to be sold consists of the following property:
   Block 11101, Lot 3 as shown on the municipal tax map and also known as 43 Smith Road, which is approximately
   18.48 acres in size located in the Township of Denville, in the County of Morris and State of New Jersey.

3. Purchase Price. The purchase price is $290,000.00.

4. Payment of Purchase Price. The Buyer will pay the purchase price at closing of title, by Township of Denville check
   (subject to adjustment at closing for taxes, and any liens against the property to be paid at closing).

5. Time and Place of Closing. The closing date cannot be made final at this time. The Buyer and Seller agree to use
   their best efforts to close within 60 days of the Township's receipt of the funding. The closing will be held at the Denville
   Township Municipal Building, or such other place as shall be mutually agreed upon. In the event the closing does not occur by
   the one-year anniversary of this contract being signed by all parties, the Seller may terminate the contract.

6. Transfer of Ownership. At the closing, the Seller will transfer ownership of the property to the Buyer. The Seller will
   give the Buyer a properly executed Bargain and Sale deed with Covenants against Grantor's Acts and an adequate affidavit of
   title. Seller shall also deliver to Buyer any and all affidavits and other instruments and documents which Buyer or the title
   company insuring Buyer's title to the Property shall reasonably request in order to convey good and marketable title to the
   Property, subject to any permitted encumbrances provided for herein.

7. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees
   to provide and the Buyer agrees to accept a deed known as Bargain and Sale with Covenants against Grantors' Acts.

8. Requirements of Seller to Deliver to Buyer. Within ten (10) days of Seller and Buyer executing this Contract, Seller
   shall deliver to Buyer:
   (a) Any title examination and/or title search together with any policy of fee owner title insurance which may be
       within the possession or control of Seller;
   (b) [Seller does not have survey] and
   (c) A copy of the Deed to the Property into Seller, if in Seller's possession.

9. Physical Condition of the Property. This property is being sold "as is." Seller does not make any claims or promises
   about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this
   inspection and any rights, which may be provided for elsewhere in this contract.

10. Inspection of the Property. It is understood and agreed by the parties hereto that Buyer may obtain at its sole cost
    and expense a Phase I Environmental Assessment of the Property, which shall be certified to and subject to the approval of
    Buyer and which shall comply with all applicable NJDEP and ASTM standards. If Buyer chooses to have such an Assessment,
    Buyer shall provide said Assessment to Seller no later than ninety (90) days from the date of execution of this Contract by all
    parties ("Due Diligence Date").
To facilitate inspections within the approval period, Seller will make available all planning and zoning documents and approvals and all environmental or soil or other construction tests for the property, that may be in Seller's possession, for Buyer's examination.

Upon the execution of this Contract, Buyer or its agents, at its sole cost and expense, shall have unrestricted access to the Property, in accordance with the Temporary License terms set forth at Paragraph 11 hereafter, at any time and from time to time after the date hereof to conduct inspections, tests and surveys of the land including, without limitation, the aforementioned environmental assessment and additional physical inspections of all areas of the Property, ("Due Diligence Inspection"). Buyer shall complete all inspections and furnish Seller with the results of any such tests and studies no later than the Due Diligence Date.

Notwithstanding anything to the contrary contained in this Contract, in the event Buyer's Phase I Environmental Assessment and/or Buyer's Due Diligence Inspection may reveal any aspect, condition or circumstances of, or relating to, the property that is unsatisfactory to Buyer, of which Buyer shall be the sole judge, Buyer shall provide notice thereof to Seller with request that same be cured by Seller. If Seller declines to cure or fails to respond to Buyer's notice within ten (10) days of receipt thereof, Buyer shall have the right to terminate this Contract by sending written notice of such termination to Seller on or before the "Due Diligence Date". In addition, Buyer may, at its sole cost and expense, and within the time period preceding the occurrence of the Due Diligence Date as defined above, satisfy itself (in its sole discretion) as to the suitability, potential, and feasibility of the Property for use (a) acceptable to Buyer, having regard to, among other things, but not by way of limitation, the following:

(a) Drainage and flood control;
(b) Soil tests and landfill requirements; and
(c) Environmental condition and approvals.

The foregoing is for the sole benefit and advantage of Buyer. Buyer may nevertheless waive the same by notice in writing delivered to Seller at any time prior to the date specified above.

On or before the Due Diligence Date specified above, Buyer shall give written notice to Seller that the approval provided for herein has been fulfilled or waived or that Buyer has determined to terminate this Contract.

In the event that Buyer shall exercise its termination right as provided above, this Contract shall be deemed terminated and of no further force and effect as of the date Buyer's notice of termination is given and, from and after such date, neither party shall have any further obligations nor liabilities to the other except as may be specifically provided hereunder. The Buyer's right to terminate this Contract shall be the Buyer's sole remedy.

At any time after the Due Diligence Date Seller may provide Notice to Buyer confirming that Due Diligence period is closed and Buyer is proceeding to closing. At Buyer's election, Buyer shall be entitled to an additional 30 day extension of the Due Diligence Period by making a written request to Seller within 7 days after receiving the Notice. At the end of the Due Diligence period Buyer's right to terminate the contract under this paragraph shall expire. However, if at the end of the Due Diligence Period Buyer is waiting for an inspection report(s) and/or test results where the inspection or tests have occurred but the report or results have not been received, Buyer shall be entitled to a reasonable extension of time to obtain same which shall not exceed 30 days.

The Seller shall be notified in advance of any tests or inspections occurring on the Property.

11. Temporary License for Inspection. Execution of this Contract by the parties hereto shall be deemed a request from Buyer and a grant by Seller of a temporary license to Buyer for the purpose of entering upon the Property to perform, within the time period prior to the Due Diligence Date, the inspection of the Property provided for in the preceding Section ("Due Diligence Inspection"). By accepting this temporary license, Buyer hereby agrees to be bound by, and to provide for, the following:

(a) Buyer, as licensee, hereby releases and will protect, defend, indemnify and save harmless Seller against all claims, liabilities, demands, actions at law and equity, judgments, settlements, losses, damages and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury (including death) sustained by the officers, agents and employees of Buyer, and any agent and employee of all other persons whomsoever employed by or retained by Buyer, and for damage to or loss or destruction of Property of any kind by whomsoever owned, caused by, resulting from, arising out of or occurring in connection with the entry or presence of Buyer (licensee), its agents and/or employees on Seller's property or incidental or appertaining thereto. As a result of any such Claims, Buyer (licensee) will assume at its own expense, on behalf of said parties the amount of any settlement agreed upon, judgment that may be entered, and any other amounts assessed in connection therewith, plus all costs and expenses involved as aforementioned.
20. Seller’s Representations. Seller makes the following covenants, representations and warranties, to the best of Seller’s knowledge and belief. These representations and warranties are true and correct as of the date hereof and will be true and correct as of the closing date, and will not survive the closing of title to the property.
22. Section 1031 Exchange. Buyer agrees to cooperate with Seller should Seifer decide to treat this transaction as a §1031 exchange under the IRS Code.

23. In the event Seller is unable to deliver good and marketable title as required under this contract or is unable to deliver the property consistent with the Seller's Representations in paragraph 20 or elsewhere in this contract, the Seller shall have 45 days to cure any deficiency so as to make the property conforming. In the event the Seller is unable or unwilling to cure, Buyer shall have the right to elect to proceed to closing and in doing so shall accept the property "as is" or to terminate the contract. These shall be the Buyer's sole remedies.

24. Buyer represents that the property is being acquired for open space, shall only be used for that purpose and shall not be developed.
A RESOLUTION RENEWING THE GROUP DENTAL BENEFITS PROGRAM FOR ELIGIBLE EMPLOYEES AND THEIR COVERED DEPENDENTS THROUGH DELTA DENTAL OF NEW JERSEY, INC.

WHEREAS, the Township of Denville (hereinafter 'Township') provides a comprehensive dental benefits program to eligible employees and their covered dependents as part of the comprehensive Employee Health Benefits Program; and

WHEREAS, the Township's Health Benefits Consultant, as a matter of due diligence, examined the plan usage, claims data and network utilization and further, engaged in active negotiations for the renewal of the Township's Dental Program, which currently consists of the Premier Plus Advantage Plan and the PPO Plan, administered by Delta Dental of NJ, Inc. and,

WHEREAS, the Consultant was successful in the negotiation in securing a renewal for both the Premier Plus Advantage and PPO Plans that 1) provides a renewal with no increase in Premium (0%); 2) provides a 24-month rate guarantee for all coverages and benefits; and 3) all other terms, conditions, coverages and benefits remain unchanged from the expiring plans.

NOW, THEREFORE BE IT RESOLVED that the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, hereby authorizes the renewal of the dental benefits contract with Delta Dental of New Jersey for the period January 1, 2017 through December 31, 2018; and

BE IT FURTHER RESOLVED that the Municipal Council does hereby authorize and affirm the implementation of this renewal, which maintains the current plan design of benefits; thereby ensuring the moral and contractual obligation of the Township; and

BE IT FURTHER RESOLVED that the Township Administrator and Chief Finance Officer are hereby authorized and directed to execute the renewal documents in accordance with the existing terms and conditions of the Agreement with the renewal rate provisions, as promulgated herewith; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded to PIA Security Programs, Inc., 429 Hackensack Street, P.O. Box 818 Carlstadt NJ, Health Benefits Consultant to the Township, the Township Chief Financial Officer and Municipal Auditor.

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.
December 30, 2016

Mr. Frank Covelli
Professional Insurance Associates, Inc.
429 Hackensack Street
Carlstadt, NJ 07072

RE: Denville Township - Group #03232

Dear Mr. Covelli:

The renewal date for your client's dental benefit contract with Delta Dental of New Jersey is January 1, 2017.

Delta Dental will renew your client's present dental program with the premiums indicated below:

<table>
<thead>
<tr>
<th>Sublocation(s)</th>
<th>Coverage</th>
<th>Current Rates</th>
<th>24 Month Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>01,02</td>
<td>One Party</td>
<td>$49.71</td>
<td>$49.71</td>
</tr>
<tr>
<td></td>
<td>Two Party</td>
<td>$86.96</td>
<td>$86.96</td>
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<tr>
<td></td>
<td>Three Party</td>
<td>$150.22</td>
<td>$150.22</td>
</tr>
<tr>
<td>6001,6002</td>
<td>One Party</td>
<td>$45.99</td>
<td>$45.99</td>
</tr>
<tr>
<td></td>
<td>Two Party</td>
<td>$78.87</td>
<td>$78.87</td>
</tr>
<tr>
<td></td>
<td>Three Party</td>
<td>$136.25</td>
<td>$136.25</td>
</tr>
</tbody>
</table>

Please obtain authorized signature of the amendments incorporating the two-year (24 Month) renewal action and return them to our office for countersignature. A copy will be returned for your files.

Thank you for renewing this account with Delta Dental of New Jersey. If you should have any questions regarding this renewal, including alternate managed care programs, please contact James Hartigan, Account Manager, at jhartigan@deltadentalnj.com, or (973) 285-4179.

Sincerely,

Thomas C. Kahler
Vice President
Underwriting & Actuarial

TK:dmg
Enc.
cc: James Hartigan, Account Manager
AMENDMENT TO THE AGREEMENT

DENVILLE TOWNSHIP

GROUP NO. 03232

IT IS AGREED that in accordance with ARTICLE VI, Section 3 of the Contract between Delta Dental of New Jersey, Inc. and the above group, said Contract is hereby amended effective January 1, 2017 with the changes indicated below:

ARTICLE III, Section 8 is amended to read:

Subscription charges under this Contract shall be as follows:

<table>
<thead>
<tr>
<th>Sublocation(s)</th>
<th>COVERAGE</th>
<th>MONTHLY CHARGES</th>
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</thead>
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<td>Two Party</td>
<td>$78.87</td>
</tr>
<tr>
<td></td>
<td>Three Party</td>
<td>$136.25</td>
</tr>
</tbody>
</table>

The above rates are guaranteed from January 1, 2017 to December 31, 2018.

ARTICLE I, Section 3 is amended in part to read:

3. The "Anniversary Date" of this Contract is January 1, 2019 and the first day of January of each subsequent year for as long as this Contract shall remain in full force.

Except as herein amended, all terms and provisions of the Contract shall remain in full force.

DENVILLE TOWNSHIP

DELTA DENTAL OF NEW JERSEY, INC.

__________________________________________

Dennis G. Wilson
President

__________________________________________

Thomas C. Kahler
Vice President
Underwriting & Actuarial Services