Salute to Our Flag
Led by Cub Scout Pack 99

Invocation
Statement of Compliance with Open Public Meetings Act
Roll Call:
Council Members
_____ Murphy  _____ Buie  _____ Witte
_____ Bergen  _____ Lyden  _____ Borowiec
_____ Gabel, Council President

In Attendance
_____ Mayor Andes  _____ Administrator Ward
_____ Township Attorney Jansen  _____ Other: 

PRESENTATIONS / CEREMONIAL MATTERS
(Presentations are coordinated in advance with the Council President and are limited to thirty (30) minutes or less)
NONE

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

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

Matters of Old/New Business

ORDINANCES FOR PUBLIC HEARING - ADOPTION
NONE

ORDINANCES FOR INTRODUCTION

26-18: An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing a Right of Way, Driveway and Septic System Improvements Easement for the Property Designated as Block 70501, Lot 498 and Block 70502, Lot 335, Located at 125-126 Hillcrest Drive
27-18: An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend Chapter 15, Sewer and Water, Section 15-1, Water Regulations and Section 15-10, Individual Sewage Disposal Systems, and to Amend Chapter 2A, Fees

28-18: An Ordinance Appropriating $50,000 from the General Capital Improvement Fund and $15,000 from the Public Assistance Trust Fund of the Township of Denville for a Replacement Bus and Associated Items in Connection with the Township’s Dial-A-Ride Program

ITEMS FOR DISCUSSION AND/OR ACTION
NONE

RESOLUTIONS

CONSENT AGENDA:

R-18-189: Resolution Authorizing Raffle Licenses in the Township of Denville

R-18-190: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-18-191: Resolution Authorizing the Issuance of a Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control

R-18-192: Resolution Refunding 2018 Utility Overpayment

R-18-193: Resolution Granting Permission to Bid for the Purchase of Seven Thermal Imaging Cameras for the Fire Department

R-18-194: Resolution Granting Permission to Bid for the Purchase of a Cascade System for the Fire Department

NON-CONSENT AGENDA:

R-18-195: Resolution Authorizing a Contract with Extra Duty Solutions for the Administration of the Denville Police Department’s Extra Duty Details

R-18-196: Resolution Adopting a Fund Balance Policy

R-18-197: Resolution Authorizing the Refund of Money Due to the Redemption of a Tax Sale Certificate
R-18-198: Resolution Authorizing the Execution of a Federal Aid Agreement for the First Avenue Streetscape, Federal Project Number TAP-1126(300)

R-18-199: Resolution Authorizing the Execution of a Bond Anticipation Note for the Sum of $3,696,000 (Under Attorney Review and Will Forward When Received)

MINUTES FOR ADOPTION

- September 11, 2018
- September 18, 2018

MOTION TO ADJOURN
ORDINANCE NO. 26-18

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing a Right of Way, Driveway and Septic System Improvements Easement for the Property Designated as Block 70501, Lot 498 and Block 70502, Lot 335, Located at 125-126 Hillcrest Drive

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, County of Morris, and State of New Jersey, Authorizing a Right of Way, Driveway and Septic System Improvements Easement for the Property Designated as Block 70501, Lot 498 and Block 70502, Lot 335, Located at 125-126 Hillcrest Drive

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 11-20-2018 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

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

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 10-02-2018
ORDINANCE NO. 26-18

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, AUTHORIZING A RIGHT OF WAY, DRIVEWAY AND SEPTIC SYSTEM IMPROVEMENTS EASEMENT FOR THE PROPERTY DESIGNATED AS BLOCK 70501, LOT 498 AND BLOCK 70502, LOT 335, LOCATED AT 125-126 HILLCREST DRIVE

WHEREAS, Suzanne Randall is the owner ("Owner") in fee simple of certain real property located at 125-126 Hillcrest Drive, Denville, New Jersey, designated as Block 70501, Lot 498, and Block 70502, Lot 335, on the Tax Map of the Township of Denville; and

WHEREAS, the Owner received approval from the Denville Board of Adjustment by way of resolution dated July 11, 2018 ("Board Resolution") to construct a new single-family home ("New Home") on Lot 335 and a new septic system ("New Septic System") to service the home on Lot 498; and

WHEREAS, the traveled way of Hillcrest Drive is not situated entirely within the thirty-foot-wide dimension of the Right of Way ("Right of Way") and extends over a portion of Lot 498 ("Lot 498 Hillcrest Drive Traveled Way") as depicted on Exhibit A attached hereto, and over other neighboring lots; and

WHEREAS, the Owner's existing driveway servicing Lot 335 ("Existing Driveway") sits within the Right of Way, as depicted on Exhibit A; and

WHEREAS, the Owner and the Township entered into a Maintenance Agreement dated June 14, 2018 which permits the Owner to install, construct, repair and maintain underground connections beneath the Right of Way linking the New Home with the New Septic System ("New Septic System Improvements"); and
WHEREAS, as a condition of the Board Resolution, the Owner must grant the Township a right of way easement over the Lot 498 Hillcrest Drive Traveled Way; and

WHEREAS, the Owner wishes to obtain an easement from the Township to permit the Existing Driveway to remain within the Right of Way and to permit the installation, repair and maintenance of the New Septic System in the Right of Way (Driveway and Septic System Improvements Easement’); and

WHEREAS, each party wishes to grant to the other party the easement requested; and

WHEREAS, the Mayor and Administrator have recommended the acceptance and grant of such easements; and

WHEREAS, the Township Engineer has reviewed the legal description of the proposed easement and found it to be acceptable; and

WHEREAS, the Township Attorney has reviewed the proposed Right of Way, Driveway and Septic System Improvements Easement, which incorporates all the proposed easements, and found it to be acceptable as to form; and

WHEREAS, the Municipal Council of the Township of Denville has determined that it is in the best interest of the Township to accept and grant such easements.

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

SECTION 1. The Right of Way Easement, with Suzanne Randall as Grantor and the Township of Denville as Grantee, on file in the Office of the Township Clerk, and being part of Block 70501, Lot 498, and Block 70502, Lot 335, located at 125-126 Hillcrest Drive, Denville, New Jersey, is hereby accepted.
SECTION 2. The Driveway and Septic System Improvements Easement, with the Township of Denville as Grantor and Suzanne Randall as Grantee, on file in the Office of the Township Clerk, and being part of Block 70501, Lot 498, and Block 70502, Lot 335, located at 125-126 Hillcrest Drive, Denville, New Jersey, is hereby granted.

SECTION 3. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

ATTEST: APPROVED:

Kathryn Bowditch-Leon, RMC Mayor Thomas W. Andes
Municipal Clerk Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on ____________, 2018

Kathryn Bowditch-Leon, RMC
Municipal Clerk
Lakeland Surveying, Inc.
117 Hibernia Avenue
Rockaway, NJ 07866
Ph: 973-625-5670
Fx: 973-625-4121

Description of Right of Way Easement Situated in
The Township of Denville
County of Morris, New Jersey
Tax Lot 498 Block 70501

BEGINNING at a point on the northwesterly sideline of Hillcrest Drive (30' ROW), said point being 30.45 feet on a course bearing South 55 degrees 00 minutes 00 seconds East from the beginning point of a tract as described in Deed Book 3799 Page 339, and running thence;

1) Along said sideline of Hillcrest Drive South 44 degrees 50 minutes 00 seconds West 50.19 feet to a point, thence;
2) Leaving said sideline of Hillcrest Drive South 73 degrees 01 minutes 16 seconds West 64.16 feet to a point, thence;
3) North 55 degrees 00 minutes 00 seconds West 42.72 feet to a point, thence;
4) North 72 degrees 47 minutes 02 seconds East 126.53 feet to a point, thence;
5) South 55 degrees 00 minutes 00 seconds East 13.26 feet to the point and place of beginning.

Containing 3,560.5 S.F.

Subject to an accurate title search
Subject to documents of record

This description is drawn in accordance with a survey performed by Lakeland Surveying, Inc. dated 8/6/2018.

Marc J. Cifone, P. L. S.
N.Y. License No. GS41329

Jeffrey O. Males, P.L.S.
NJ License No. GS30087
ORDINANCE NO. 27-18

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend Chapter 15, Sewer and Water, Section 15-1, Water Regulations and Section 15-10, Individual Sewage Disposal Systems, and to Amend Chapter 2A, Fees

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend Chapter 15, Sewer and Water, Section 15-1, Water Regulations and Section 15-10, Individual Sewage Disposal Systems, and to Amend Chapter 2A, Fees

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 11-20-2018 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

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

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 10-02-2018
ORDINANCE NO. 27-18

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, TO AMEND CHAPTER 15, SEWER AND WATER, SECTION 15-1, WATER REGULATIONS AND SECTION 15-10, INDIVIDUAL SEWAGE DISPOSAL SYSTEMS, AND TO AMEND CHAPTER 2A, FEES

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

SECTION 1. Chapter 15, Sewer and Water, § 15-1, Water Regulations, § 15-1.6, Cross connection, is hereby repealed in its entirety.

SECTION 2. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.1, Definitions, paragraph b, is hereby amended to read as follows:

"DIVISION OF HEALTH — Shall mean the subdivision of the Department of Health of the Township of Denville, County of Morris and State of New Jersey."

SECTION 3. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.3, Permit required, is hereby amended to read as follows:

"No person or entity shall locate, construct, or alter any individual sewage disposal system, nor shall a completed or altered system be backfilled without the approval of the Division of Health.

a. The Division of Health shall examine all applications for permits, and approve or deny in whole or in part the application, within 30 days. If the application is denied in whole or in part, the Division of Health shall set forth the reason therefor in writing. If the Division of Health fails to grant in whole or in part, or deny an application within 30 days, such failure shall be deemed a denial of the application for the purposes of an appeal as provided by law, unless such period of time has been extended with the consent of the applicant.

b. Suspension of permit. Any permit issued shall become invalid if the authorized work is not completed within one year after the issuance of the permit. The
Division of Health may consider an extension beyond the one-year period completion date provided an application is made in writing prior to the termination of the one-year period explaining the reason for the delay. Said extension, if granted, shall not exceed three months commencing from the original date of termination.

c. Approved plans. The Division of Health shall stamp or endorse in writing the approved plans. One set of approved plans shall be retained by the Division of Health and the other set shall be kept on the construction site open to inspection by the Division of Health or its authorized representative at all reasonable times.

d. Revocation of permits. The Division of Health may revoke a permit or approval issued under the provisions of the code in case of any false statements or misrepresentation of fact in the application or on the plans on which the permit or approval was based.

e. Posting of permit. A true copy of the permit shall be kept on the site of operations open to inspection during the entire time of prosecution of the work and until the completion of same.

f. Notice of start. At least 72 hours' notice of start of work under a sanitary permit shall be given to the Division of Health.

g. Conditions of permit. The issuance of the sanitary permit shall be conditioned upon the following:

1. The payment of appropriate fees to the Township of Denville;

2. That work will conform to the approved application, plans and specifications on which the permit has been issued, including prior approvals and amendments thereto;
3. That the permit is authorization to proceed with the work and shall not be construed as authority to violate, cancel or set aside any of the provisions of the regulations;

4. A professional engineer who designs an individual sewage disposal system and who also serves as the contractor for the system's installation, construction, repair, or alteration shall not be permitted to issue the final certification for the system's certificate of compliance. The applicant shall hire, at his/her expense, an independent licensed professional engineer for said certification.

SECTION 4. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.4, Fee established, is hereby amended to read as follows:

"There shall be a fee established pursuant to the chapter as follows:

All fees to be collected by the Division of Health under the provisions of this Chapter shall be set forth in Chapter 2A of the Township's Revised General Ordinances."

SECTION 5. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.5, Certificate of Approval, is hereby amended so that the section title reads as follows:

"§ 15-10.5 Certificate of Compliance."

SECTION 6. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.7, Soil logs, is hereby amended to read as follows:

"Soil logs shall be witnessed and engineering reports on soil conditions shall be submitted, pursuant to the requirements set forth at N.J.A.C. 7:9A-1.1 et seq."

SECTION 7. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.10, Filling in abandoned septic systems, paragraph a., is hereby amended to read as follows:
“In accordance with N.J.A.C. 7:9A-1.1 et seq., each property owner is required to have an abandoned septic system, including all septic tanks, dosing tanks, seepage pits, dry wells and cesspools, emptied of wastes and removed or filled completely with gravel, stones or soil material in accordance with the requirements of the New Jersey Department of Environmental Protection. Abandoned systems shall be inspected by the Township Plumbing Inspector to ensure regulatory compliance has been achieved when connections to the public sewer system have been or will be made.”

SECTION 8. Chapter 15, Sewer and Water, § 15-10, Individual Sewage Disposal Systems, § 15-10.11, Septic system installer's license, is hereby amended to read as follows:

```
a. License required. No person shall engage in the business of installing individual or any other type of sewage disposal systems in the Township unless he has demonstrated a thorough knowledge of the law applicable to installation of individual sewage disposal systems.

b. Examination.

1. The Health Officer shall conduct examinations designed to test the knowledge and ability of an applicant for a license as a certified builder and installer of individual sewage disposal systems in accordance with the code. Examinations shall be held at least once yearly.

2. Licensees shall be required to take the examination designed to test their knowledge and ability as a certified builder and installer of individual sewage disposal systems in accordance with the Code every 5 years after being issued the original license, assuming the license has been renewed every year during that 5-year cycle.

c. Issuance of license. The Health Officer shall issue an appropriate license to each applicant who has successfully passed the examination for a license to build and install individual sewage disposal systems in the Township and such license shall
not be transferable. A current license held in another municipality may be accepted in lieu of taking the examination, so long as the license is no more than five (5) years old.

d. Renewal of license. All licenses to build and install individual sewage disposal systems in the Township shall be valid from January 1st to December 31st of each year and shall be renewed for the ensuing year prior to any work being done during that year.

e. Revocation of license. The license held by a certified installer of individual sewage disposal systems in the Township may be suspended or revoked by the Health Officer, after notice and a hearing, as applicable, for any of the following reason(s):

1. Violating the provisions of Chapter 15-10, N.J.A.C. 7:9A, and regulations governing the individual sewage disposal systems, as the same may be amended or supplemented from time to time;

2. Installing, constructing, repairing, or altering an individual subsurface sewage disposal system without having first obtained a permit from the Health Department;

3. Installing, constructing, repairing, or altering an individual subsurface sewage disposal system which contradicts or otherwise may invalidate the issuance of the original permit;

4. Failing to cease installation, construction, repair, or alteration activities on an individual subsurface sewage disposal system after the Health Department had rescinded the permit for said activities;

5. Installing, constructing, repairing, or altering an individual subsurface sewage disposal system in a willfully negligent manner;
6. Fraud, misrepresentation, or false statement in an application, plans, and/or specifications for a septic permit;

7. Fraud, misrepresentation, or false statement in the application for a septic contractor’s license; and/or

8. Fraud, misrepresentation, or false statement made in the course of carrying on activities related to a septic permit and/or a septic contractor’s license issued the Health Department.

f. Notice of Hearing. The Health Officer shall provide to a licensee a written notice of hearing regarding a license revocation, setting forth the specific grounds of the complaint, the time and place of the hearing, and a brief statement of the grounds to be relied upon for the revocation. Such notice may be given to the licensee by either personal delivery or by simultaneous regular and certified mail, return receipt requested, addressed to the licensee at the business address appearing upon the license. The hearing shall be held before the Health Officer, within ten (10) business days of the notice date.

g. Suspension. A license may, pending revocation proceedings, be suspended for not more than ten (10) business days (Monday – Friday, excluding holidays) by the Health Officer if, in his/her opinion, the conduct of the licensee is detrimental to the health, safety and general welfare of the Township of Denville.

h. Hearing. At the hearing before the Health Officer, the licensee shall have an opportunity to answer and be heard. Upon due consideration and deliberation, the Health Officer may dismiss the complaint or revoke the license.

i. Right of Appeal. A licensee may appeal a decision by the Health Officer to revoke a license by submitting a written request to the Health Officer. Such appeal shall be held before the Municipal Council within thirty (30) days of receipt of the written request.
i. New License Required. If a license has been revoked, neither the license holder nor any person acting for the license holder, directly or indirectly, shall be entitled to another license to carry on the same business within the Township, unless the application for such license shall be approved by the Health Officer."


SECTION 10. Chapter 2A, Fees, Rates and Charges, § 2A-6, Health, Septic Systems, is hereby amended to read as follows:

"Design review:

Residential $400
Commercial $500
Each Revision (Residential/Commercial) $200
Septic contractor license $100
Septic Installer Examination $25

Application/permit septic systems:

Commercial/industrial $400
Residential $200
Soil profile/witness per test hole $50
Septic repair permit $100"

SECTION 11. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 12. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 13. This Ordinance may be renumbered for codification purposes.
SECTION 14. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:       APPROVED:

__________________________    ___________________________
Kathryn Bowditch-Leon, RMC      Mayor Thomas W. Andes
Municipal Clerk                 Township of Denville

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on ____________, 2018

__________________________    ___________________________
Kathryn Bowditch-Leon, RMC      Municipal Clerk
ORDINANCE NO. 28-18

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Appropriating $50,000 from the General Capital Improvement Fund and $15,000 from the Public Assistance Trust Fund of the Township of Denville for a Replacement Bus and Associated Items in Connection with the Township’s Dial-A-Ride Program

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance Appropriating $50,000 from the General Capital Improvement Fund and $15,000 from the Public Assistance Trust Fund of the Township of Denville for a Replacement Bus and Associated Items in Connection with the Township’s Dial-A-Ride Program

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 11-20-2018 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

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

COUNCIL PRESIDENT:  MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 10-02-2018
ORDINANCE NO. 28-18

AN ORDINANCE APPROPRIATING $50,000 FROM THE GENERAL CAPITAL IMPROVEMENT FUND AND $15,000 FROM THE PUBLIC ASSISTANCE TRUST FUND OF THE TOWNSHIP OF DENVILLE FOR A REPLACEMENT BUS AND ASSOCIATED ITEMS IN CONNECTION WITH THE TOWNSHIP'S DIAL-A-RIDE PROGRAM

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

SECTION 1. The sum of $50,000 is hereby appropriated from the General Capital Improvement Fund and $15,000 the Public Assistance Trust Fund of the Township of Denville for the purposes set forth in Section 2 of this Ordinance.

SECTION 2. The improvements authorized to be paid by this Ordinance is for a replacement Bus for the Township's Dial-a-Ride Program and all ancillary equipment in connection therewith.

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

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:  
Kathryn Bowditch-Leon, RMC Municipal Clerk

APPROVED:  
Thomas W. Andes, Mayor  
Township Of Denville

Adoption Date:
RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville that the applications for the following raffles be approved and the Municipal Clerk be authorized to issue said licenses on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Celebrate the Children</td>
<td>On-Premise 50/50</td>
<td>12/7/2018</td>
</tr>
<tr>
<td>Celebrate the Children</td>
<td>Bingo</td>
<td>12/7/2018</td>
</tr>
<tr>
<td>Celebrate the Children</td>
<td>Tricky Tray</td>
<td>12/7/2018</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

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

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

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

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

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

WHEREAS, the following property owners:

Walker; Davies

Hepburn;

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING ISSUANCE OF A SOCIAL AFFAIR PERMIT BY THE STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, the below listed organization has applied for a Social Affair Permit; and

WHEREAS, the Municipal Council, the License Issuing Authority of the Township of Denville, has no objection to the granting of the Social Affair Permit by the State of New Jersey Division of Alcoholic Beverage Control; and

WHEREAS, the issuance of said Social Affair Permit is not contrary to any Township ordinance, resolution, regulation or policy.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted for the issuance of a Social Affair Permit for the following organization and event:

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATES</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Catholic High School</td>
<td>Casino Night</td>
<td>Morris Catholic High School 200 Morris Ave</td>
<td>11/3/2018</td>
<td>7:00 P.M. to 11:00 P.M.</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION REFUNDING 2018 UTILITY OVERPAYMENT

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

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

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

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>51102 / 7</td>
<td>Refund for overpayment of utility account by previous owner</td>
<td>Jane Micchelli The Oaks at Denville 19 Pocono Rd Apt 233A Denville, NJ 07834</td>
<td>$217.66</td>
</tr>
</tbody>
</table>

Loc: 15 Arden Rd

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 approved by the Municipal Council of the Township of Denville at their meeting held on

Dated: _____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
TO: Members of the Township Council

FROM: Steve Ward, Business Administrator

DATE: October 2, 2018

RE: Municipal Bid #8 -2018
Purchase of (7) Thermal Imaging Cameras for the Fire Department

Please authorize the proposed dates to advertise, accept and award bids for the above referenced subject.

We are proposing to advertise on: October 10, 2018
For bids to be accepted on: October 29, 2018
In anticipation to award on or about: November 20, 2018

BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, State of New Jersey that permission to advertise and accept bids for the above referenced project is hereby granted.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ____________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
TO: Members of the Township Council
FROM: Steve Ward, Business Administrator
DATE: October 2, 2018
RE: Municipal Bid #9 -2018
Cascade System for the Fire Department

Please authorize the proposed dates to advertise, accept and award bids for the above referenced subject.

We are proposing to advertise on: October 10, 2018
For bids to be accepted on: October 29, 2018
In anticipation to award on or about: November 20, 2018

BE IT RESOLVED, by the Municipal Council of the Township of Denville, in the County of Morris, State of New Jersey that permission to advertise and accept bids for the above referenced project is hereby granted.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ____________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING A CONTRACT WITH EXTRA DUTY SOLUTIONS FOR THE ADMINISTRATION OF THE DENVILLE POLICE DEPARTMENT’S EXTRA DUTY DETAILS

WHEREAS, the Township of Denville ("Township") has a need for services to administer all aspects of the Denville Police Department's extra duty details, including scheduling, billing and collections; and

WHEREAS, the Township publicly solicited quotes for such services; and

WHEREAS, the Township received two quotes for this service; and

WHEREAS, Extra Duty Solutions of Trumbull, Connecticut has submitted a proposal to provide the required services under the direction of the Denville Police Department, wherein Extra Duty Solutions will charge the outside contractor companies an administration fee of 7% and at no time during this contract charge any fees to the Township; and

WHEREAS, the quote of Extra Duty Solutions is most advantageous, price and other factors considered and the Township wishes to continue with the services of Extra Duty Solutions to administer all details of the Denville Police Department’s extra duty details; and

WHEREAS, Extra Duty Solutions has agreed to provide the necessary services pursuant to its proposal; and

WHEREAS, the term of this contract is for (16) sixteen months with the possibility for two (1) one-year extensions, unless sooner terminated by either party upon thirty (30) days prior written notice; and

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

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

2. The Mayor and Municipal Clerk are hereby authorized to take all steps necessary to execute the contract.
3. A copy of the contract is on file in the office of the Municipal Clerk.
4. The Business Entity Disclosure Certification and the Determination of Value shall be placed on file with this resolution.
5. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

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

THIS AGREEMENT, made this day of , 2018, 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:

EXTRA DUTY SOLUTIONS
101 Merritt Blvd, Suite 21 Trumbull, Connecticut 06611

(Hereinafter, "Company")

(Collectively, "Parties")

WITNESSETH:

WHEREAS, the Township has a need for services to administer all aspects of the Denville Police Department’s extra duty details, including scheduling, billing and collections; and

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

WHEREAS, the Township desires to enter into a written contract with Extra Duty Solutions to provide such services, in accordance with its proposal dated July 31, 2018.

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

1. The Company agrees to provide services to administer the Denville Police Department’s extra duty details in accordance with the Company’s proposal dated July 31, 2018, attached hereto as Exhibit A, to the extent that it is consistent with this Agreement.
2. The Company shall be compensated in accordance with the fees established in the attached Proposal. There shall be no cost to the Township.

3. The Company shall work on behalf of the Denville Police Department and shall be entitled to be compensated by outside police services payees an administrative fee of 7%.

4. The Company and its staff shall observe and follow the work rules, policies and standards of the Township, including but not limited to those relating to security of and access to the Township's facilities, telephone information and intellectual property.

5. The Company shall keep systematic records of all aspects of this administrative service.

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. The term of this Agreement shall be for (16) months with an option for two (1) year extensions, subject to statutory limitations, unless sooner terminated by either party upon 30 (thirty) days prior written notice.

8. This Agreement is not assignable or transferrable.

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

8. The Company 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 Company's responsibility to determine if filing is necessary.

9. Political Contribution Disclosure. This contract has been awarded to the Company based on the merits and abilities of the Company 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 Company 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 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 laws of the State of New Jersey shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the State of New Jersey.

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By:

Thomas W. Andes, Mayor

ATTEST:

By:

STATE OF NEW JERSEY:  SS:
COUNTY OF MORRIS:

I CERTIFY that on , 2018, 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. 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 , 2018.

Kathryn Bowditch-Leon, RMC Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY: SS:
COUNTY OF:

I CERTIFY that on , 2018, ___________________ 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
EXTRA DUTY SOLUTIONS

101 Merritt Blvd
Suite 21
Trumbull CT 06611

July 31, 2018

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

Dear Ms. Price:

Thank you for the opportunity to submit the enclosed proposal for the police off-duty detail management system.

Per our Qualifications (section 1) and Program Description (section 2), we are confident of our ability to provide a seamless and hassle-free solution for the administration of the law enforcement off duty program. Our solution will encompass client interaction, communicating and scheduling extra duty details among the officers, client invoicing and collections, and officer payment through the Township. All aspects of our solution will be consistent with the rules and approach the Township and Denville Police Department require we take. Our approach will also alleviate all financial risk from the Township.

I will be your single point of contact during the solicitation process. Please do not hesitate to reach out to me directly at 203-216-9742 or RMilliman@ExtraDutySolutions.com.

Thank you in advance for your time and consideration.

Sincerely,

[Signature]
Rich Milliman
CEO
Extra Duty Solutions
Our pricing for this engagement is:

A percentage fee will be added to all off duty invoiced costs of 7%. For example, a detail for a private client summing to $1000 including officer, cruiser and township administrative fee costs would be invoiced at $1070 to the client.
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF CT
COUNTY OF Fairfield

I, Richard Miller, being first duly sworn under oath, affirm that I am the owner, a partner, president, secretary, etc. of

Do Extra Duty Solutions

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

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

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

Notary Public of

My Commission Expires: ____/____/____

STATE OF CONNECTICUT
NOTARY PUBLIC
MICHELLE ROYSTER
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 photocopy 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 photocopy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with $160.00 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: Prima Duty Supply

SIGNATURE: [Signature]

PRINT NAME: [Signature]

TITLE: CEO

DATE: 7/1/17
STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Taxpayer Name:</th>
<th>BRYAN, ADAM M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td>EXTRA DUTY SOLUTIONS</td>
</tr>
<tr>
<td>Address:</td>
<td>101 MERRITT BLVD STE 421</td>
</tr>
<tr>
<td></td>
<td>TRUMBULL, CT 06611</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>2030229</td>
</tr>
<tr>
<td>Effective Date:</td>
<td>March 29, 2016</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>June 25, 2018</td>
</tr>
</tbody>
</table>

For Office Use Only:
20180625130600810
RESOLUTION ADOPTING A FUND BALANCE POLICY

WHEREAS, the Township of Denville ('Township') wishes to adopt a Fund Balance Policy tailored to the specific needs of the Township in order to protect against anticipated or unanticipated events that would adversely impact the overall financial condition of the Township; and

WHEREAS, the Chief Financial Officer recommends adopting a Fund Balance Policy to help ensure the current and future financial stability of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville does hereby adopt the Fund Balance Policy annexed hereto.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
DENVILLE TOWNSHIP
FUND BALANCE POLICY

POLICY

The Township of Denville ("Township") has established a goal to achieve and maintain a Fund Balance equal to or greater than ten (10%) percent of the prior year’s total expenditures. The Township shall consider a Fund Balance of less than eight (8%) of the prior year’s total expenditures to be cause for concern. In the event the Township’s Fund Balance falls below the aforementioned eight (8%) percent, Administration shall prepare and submit to the Township Council for consideration a corrective action plan for Fund Balance Restoration. The goal of any such corrective action plan shall be to restore the Fund Balance to acceptable levels as soon as it is financially practical.

Modifications to this policy, including the parameters of acceptable Fund Balance levels, may be made from time to time by a resolution of the Township Council upon receiving input from at least two (2) of the following professionals: the Chief Finance Officer, Township Auditor, Township Bond Council.

INTENT

The purpose of this policy is to establish a Fund Balance policy tailored to the specific needs of the Township of Denville in order to protect against anticipated and unanticipated events that would adversely impact the overall financial condition of the Township. The policy is aimed at ensuring the Township maintains a Fund Balance at appropriate levels in accordance with general accepted principals of sound financial management.

Fund Balance provides cash flow and liquidity for the Township’s operations. Lack of adequate fund balance may place the Township at risk of financial stress and could result in excessive tax increase. Maintaining an appropriate Fund Balance, in accordance with this policy, is an essential tool used to mitigate and stabilize the amount to be raised by taxation.

Adherence to the Fund Balance policy shall maximize the financial stability of the Township by establishing guidelines for the use and maintenance of Fund Balance. In doing so, it is intended to serve as a framework upon which a consistent financial operation may be built and maintained.
CREDIT RATING

As Fund Balance is an important measure of economic stability, it serves as a key component of financial reviews performed by investor services agencies that provide credit ratings, research and risk analysis for investors. The rating conferred upon the Township by a rating agency directly impact the interest rates the Township receives for the sale of municipal bonds and notes.

DEFINITIONS

Fund Balance - Net assets, or the difference between assets, liabilities and reserves in a governmental fund.

Surplus – Surplus is another term used by various agencies and is often used interchangeably in New Jersey with Fund Balance. The use of the term Surplus tends to insinuate that it is unnecessary or excessive. The Township does not endorse the use of the term Surplus despite various State documents requiring us to report our “Fund Balance” under the title of “Surplus” in accordance with N.J.S.A. 40A:4-24.

GENERALLY ACCEPTED PRINCIPALS

The Government Finance Officer’s Association of the United States and Canada (“GFOA”) recommends maintaining a total Fund Balance of as high as twenty-five (25%) of annual general fund expenditures. This percentage recommendation varies depending upon individual financial particulars with specific municipalities, including size considerations and certain risk factors. The GFOA also recommends that municipalities of any size maintain a Fund Balance of no less than two months of regular general fund (i.e. – current fund) operating revenues or expenditures, whichever is more predictable. Based upon a municipality the size of Denville Township, a Fund Balance of ten (10%) of annual general fund expenditures is deemed appropriate and financially prudent.

MISC. PROVISIONS

Maintenance – In the event the Fund Balance is so calculated to be less than the policy anticipates, the Township shall plan to adjust budget resources accordingly in the subsequent fiscal year(s) to restore the Fund Balance to acceptable levels. The details shall be contained in the required corrective action plan referenced in the Policy.

Monitoring – The Chief Finance Officer shall be responsible for monitoring Fund Balance levels and shall advise Administration of any issues or anomalies that may arise during a calendar year so this information can be conveyed to the Township Council.

Annual Reporting – The Chief Finance Officer and/or Township Administrator shall report annually to the Township Council the status of the Fund Balance and the various primary components that comprise the Fund Balance. The Chief Finance Officer shall also provide status reports to the Township Council, as requested or deemed necessary.
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

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

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

<table>
<thead>
<tr>
<th>Cert #</th>
<th>Block</th>
<th>Lot</th>
<th>Address</th>
<th>Purchaser of Lien</th>
<th>Refund Amt</th>
<th>Premium Amt</th>
</tr>
</thead>
</table>
| 2016-018 | 50308 | 2.7 | 35 West Main St. | TWR as CST for Ebury Fund 1  
NJ LLC  
PO Box 37695  
Baltimore, MD 21297 | 3,560.84 | 1,500.00 |

BY ORDER OF THE MUNICIPAL COUNCIL  
OF THE TOWNSHIP OF DENVILLE

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

Certification Date: ____________________________  
Kathryn Bowditch-Leon, RMC  
Municipal Clerk
RESOLUTION AUTHORIZING THE EXECUTION OF A FEDERAL AID AGREEMENT FOR THE FIRST AVENUE STREETSCAPE, FEDERAL PROJECT NUMBER TAP-1126(300)

WHEREAS, the Township of Denville submitted an application to the Federal Highway Administration ("FHWA") for financial assistance under the Federal Aid Highway Program for the project known as the First Avenue Streetscape ("Project"); and

WHEREAS, the Township’s application for funding has been approved; and

WHEREAS, the funding is administered by the State of New Jersey, Department of Transportation; and

WHEREAS, the Township is required to enter into a Federal Aid Agreement with the State of New Jersey, Department of Transportation.

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 to execute a Federal Aid Agreement with the State of New Jersey, Department of Transportation for the First Avenue Streetscape.

2. A copy of the document 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

Certification Dated: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
FEDERAL AID AGREEMENT

Project: First Avenue Streetscape
Municipality: Township of Denville
County: Morris
Federal Project Number: TAP-1126(300)

This Cost Reimbursement Agreement is made as of the day of 2018, by and between Township of Denville, having its offices at 1 Saint Mary's Place, Denville, NJ 07834 ("Recipient") and the State of New Jersey, Department of Transportation, Division of Local Aid and Economic Development, having its offices at 1035 Parkway Avenue, Trenton, NJ 08625 ("State");

WITNESSETH:

WHEREAS, Recipient proposes to be the sponsor of a Project eligible for funding pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project may be included in the Metropolitan Planning Organization's Transportation Improvement Program and the State Transportation Improvement Program; and

WHEREAS, the State may award Recipient funds to finance the Project ("Project Fund"); and

WHEREAS, Recipient and the State desire to specify the conditions applicable to the financing of the costs of the Project out of the Project Fund and the obligations of Recipient and the State with respect to the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and pursuant to all federal, state, and local laws and ordinances, Recipient and the State hereby agree as follows:

1. **Description of Project – Scope of Work**

   A detailed Project description is included in the Project Scope of Work and Cost Estimate attached to this Agreement.

2. **Agreement Contract Term**

   2.1. This Agreement shall be effective upon proper execution by the State and the Recipient and shall continue in effect until the project is completed and all vouchers have been paid subject to Section 7 below. Allowable costs incurred for the performance of work in the attached Scope of Work in this Cost Reimbursement Agreement shall be eligible for reimbursement from the effective date of this agreement (date written above). All such work shall be completed by 12/31/2021, unless either terminated or extended by written authorization of the State.

   2.2. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party in which case compensation shall be made for the costs of the work actually performed, subject to FHWA and or FTA concurrence. Costs incurred by the Recipient as a result of a termination by the State may be included in the Recipient's claim for compensation. Costs incurred by the State as a result of a termination by the Recipient may be set off against the Recipient's claim for compensation under the terms of this Agreement or any other Agreement between the State and Recipient until the costs have been fully repaid.
2.3 The Project shall not be sold, assigned or ownership transferred without the consent of the State and FHWA. In the event the Project is sold to a non-public entity for a non-public use or any use inconsistent with the terms of this Agreement, compensation according to termination of this Agreement by the Recipient shall be in effect.

3. Plans and Specifications

3.1 Recipient shall prepare, or have prepared environmental documents, engineering documents, plans, specifications and estimates for the Project and shall submit them to the State for the State's review. A Professional Engineer licensed to practice in New Jersey must prepare the plans and specifications. The State shall review the engineering documents, plans and specifications for conformance to program requirements and design standards. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria, the current Manual on Uniform Traffic Control Devices (MUTCD), and the New Jersey Department of Transportation Bicycle Compatible Roadway and Bikeways Planning and Design Guideline. However, the design of traffic barriers and drainage systems shall conform to the New Jersey Department of Transportation Roadway Design Manual. All workmanship and materials shall conform to the current New Jersey Department of Transportation Standard Specification for Road and Bridge Construction as amended for Federal Aid. The Recipient shall notify the State in writing of any deviation from the standards. If there is a deviation from the standards, the Recipient shall accept any and all responsibility for any injury and damage by such deviation to any person or property and shall indemnify the State as outlined in the Agreement. If the design cannot conform to the minimum standards as set forth, a design exception will be required. The State shall notify Recipient when the project is acceptable for bidding.

3.2 Project limits cannot be exceeded, plans and specifications altered, construction change orders issued, or items added or deleted from Project without prior written approval of the State.

3.3 The Recipient shall designate a resident engineer who shall be empowered to represent the Recipient in connection with the administration of the Project, and shall be responsible for the monitoring and inspection of all work performed by its contractors.

4. Project Work

4.1 Recipient shall use its best efforts to complete or cause the completion of work on the Project ("Project Work") in accordance with the plans and specifications approved by the State.

4.2 Recipient covenants that Project Work will comply with all applicable laws and other requirements of federal, state and local governmental bodies. Recipient shall obtain all permits and licenses necessary to Project Work.

4.3 The Recipient shall not proceed with any Project work for which reimbursement shall be sought without the specific written authorization of the State. It is agreed that any and all project costs incurred by the Recipient prior to FHWA authorization of any Project phase shall be non-participating by the State and FHWA.

4.4 Recipient shall solicit bids for the work in accordance with all federal and state laws, rules and regulations applicable to public bidding. Upon receipt of bids from responsible contractors, Recipient shall select the contractor submitting the lowest responsive bid and shall furnish the name of such contractor to the State for concurrence. Recipient agrees not to contract with any contractor to whom the State or the Federal Highway Administration ("FHWA") has made a reasonable and timely objection. Professional services should be competitively selected based upon qualifications.

4.5 Recipient agrees that the monies requisitioned from the Project Fund will be used only to reimburse actual Project costs and for no other purpose. Recipient agrees that it shall provide to the State and the FHWA such documentation as will enable the State and the FHWA to determine that the proceeds of the Project Fund have been applied solely to the costs of the Project.
4.6 Upon written request of the State, the Recipient shall cause its contractor to provide payment and performance bonds in an amount equal to 100% of the cost of the Project Work. A surety company satisfactory to the State and qualified to do business in the State of New Jersey shall execute such bonds. Copies of all bonds shall be delivered to the State upon request. Only those sureties listed in the US Treasury Department Circular 570 and authorized to do business in the State shall furnish the surety bonds.

4.7 When Recipient considers the Project to be finally complete, Recipient shall request that the State's representative make a final inspection of the Project. If it is determined, after such inspection, that the Project has been completed in accordance with the plans and specifications, Recipient shall prepare and submit to the State a certification that the final inspection has been made and the cost of the Project has actually been incurred in accordance with the provisions of the Agreement. Upon receipt, the State shall disburse an amount equal to the approved final payment. Upon payment of the amount approved for final payment, the State shall be released from any further responsibility in connection with the Project Fund and the Project. The New Jersey Department of Transportation, Division of Local Aid and Economic Development will monitor maintenance of completed Project by the Recipient. Failure to maintain Project will result in the withholding of funds payable to the Recipient on other State funded programs.

5. Insurance

5.1 Recipient shall maintain or cause to be maintained:

(a) General Comprehensive Liability Insurance in the minimum amount of $1,000,000 combined single limit plus $1,000,000 in an umbrella policy. This insurance shall specifically provide for coverage of the State as an additional insured and shall provide for coverage at least as broad as the standard, basic unamended commercial general liability policy and shall be endorsed to include broad form contractual liability coverage, independent contractor's coverage and completed operations coverage.

(b) Automobile Liability Insurance in the minimum amount of $1,000,000.

(c) Workers Compensation Insurance in the amount required by law.

5.2 A copy of each insurance policy shall be made available to the State upon request.

5.3 The RECIPIENT shall cause to be maintained Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance sufficient to protect against liabilities arising out of professional obligations performed pursuant to the requirements of this Agreement. This insurance shall be in the minimum amount of $1,000,000.00.

5.4 Recipient expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the obligations assumed by Recipient pursuant to this Agreement and shall not be construed to relieve Recipient of liability in excess of such coverage, nor shall it preclude the State from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

6. Disbursement of Project Fund

6.1 (a) The State shall disburse monies from the Project Fund to Recipient in order to reimburse costs associated with Project Work in accordance with the terms and conditions of this Agreement. Only those costs specifically enumerated in the Project Scope of Work and Cost Estimate attached to this Agreement and outlined below will be eligible for reimbursement. Nothing contained herein shall impose upon the State any obligation to ensure the proper application of the monies paid to Recipient from the Project Fund. Furthermore, nothing contained herein shall impose any obligation upon the State to pay to Recipient any monies in excess of the Project Fund. The Recipient shall reimburse the Consultant/Contractor for allowable expenses after the receipt of properly prepared payment vouchers.
6.1 (b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed $615,880.00, with an approved budget as follows:

<table>
<thead>
<tr>
<th>Federal Project #</th>
<th>Project Sponsor</th>
<th>Contract</th>
<th>Sponsor In-House</th>
<th>Total</th>
<th>Date Authorized</th>
<th>Date for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>TAP-1126(300)</td>
<td>Township of Denville</td>
<td>$615,880.00</td>
<td>$0.00</td>
<td>$615,880.00</td>
<td>8/06/2018</td>
<td>12/31/2021</td>
</tr>
</tbody>
</table>

6.2 (a) Recipient shall prepare and submit payment vouchers for payment for approval by the State. Payment vouchers may be submitted as frequently as every month at most but are required at least quarterly. The payment vouchers for payment shall state, with proper documentation, the amounts due Recipient for actual allowable costs incurred in connection with the Project. The Recipient shall maintain a complete set of time sheets, records and accounts to identify eligible salaries, fringe benefits, leave, and non-salary direct expenses incurred in support of the Project, as well as material records, certifications, and as-built quantities.

(b) Progress Reports will accompany all vouchers for payment and shall include:

- A narrative description of work performed during the calendar month and any difficulties or delays encountered;
- A comparison of actual accomplishments to the goals established for the period;
- A comparison, by tasks, of costs incurred with amounts budgeted, and;
- A comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- Copies of federal contract compliance documents as completed for the voucher payment period by the resident engineer that is designated by the Recipient, a complete set of which shall be furnished by State staff at kickoff and or preconstruction meetings.

(c) The State shall review and verify such payment vouchers for payment and remunerate the Recipient for direct and indirect costs incurred up to a maximum Project approved budget of $615,880.00 stated in this Agreement for satisfactorily completing the Project.

(d) "Actual allowable costs" and "direct and indirect costs" will be determined by the STATE based on the federal regulations applicable to the RECIPIENT:

Cost principles for State & Local Governments – OMB Circular A-87
Cost Principles for Nonprofit Organizations - OMB Circular A-122
Commercial Entities - FAR Subpart 31.2

(e) The administrative requirements include:

Grants and Cooperative Agreements with State & Local Governments - OMB Circular A-102
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations - OMB Circular A-110

6.3 (a) The State shall make partial payments to the Recipient toward the Fixed Price of each Project work assignment upon the receipt of properly drawn monthly or quarterly payment vouchers for a percentage of work completed on the Project during the period as shown on the accompanying progress report. Where there is a
disagreement between the State and the Recipient concerning the percentage of work completed during any given period that dispute shall be resolved in accordance with Paragraph 20.3 of this Agreement.

(b) The Sponsor may submit vouchers for reimbursement totaling up to 90% of the lesser of either the authorized amount or the amount eligible for State funding participation. The Sponsor shall submit a final payment voucher, along with any necessary close out documents, for reimbursement of the remaining 10%, following receipt of written final acceptance of the project by the Department of Transportation.

6.4 (a) All work performed by contractors and subcontractors on the Project shall be treated as being performed by the Recipient. The Recipient shall remain responsible for satisfactory performance of all work.

(b) The Recipient will be paid a Fixed Price for the work of each contractor and consultant. The Fixed Price shall be considered full compensation for all costs incurred by the Recipient relative to the work performed by each contractor and consultant. Payment of the Fixed Price shall be made on monthly or quarterly payment vouchers submitted by the Recipient based upon the percentage of the contracted work completed as shown in the Recipient's monthly progress reports.

(c) Recipient shall require its contractors and consultants to comply with the applicable cost principles set forth in Section 6.2 above and the requirements of Section 8 below by placing equivalent provisions in their contracts.

7. Audit Requirements

7.1 The Recipient shall provide the State with a fiscal year, organization-wide audit that has been conducted in accordance with the requirements of OMB Circular Letter A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid. If the Recipient is to contract with a commercial organization they must follow 48 CFR Part 31, Subpart 31.2, “Contracts with Commercial Organizations.” The Recipient shall ensure that the State receives the audit within the prescribed submission period and that this Agreement is listed on the appropriate Schedule of Financial Assistance.

7.2 The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

(a) At any time during the performance of work set forth in this Agreement.

(b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

7.3 The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this Agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

- In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon is practicable.
(a) The Recipient shall include in the Final Invoice the following release clause:

(b) "In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"

(c) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

8. Inspections

Recipient shall permit the State and FHWA, or any authorized representative of either of them, free access to the Project with the right to examine, visit and inspect, at any reasonable time, all work completed or in progress, labor performed and materials furnished in connection with the Project as well as Recipient's accounts, books and records, including its receipts, disbursements, contracts and any other matters relating thereto. Recipient shall supply such reports and information as the State or FHWA shall reasonably request. All accounts, books, records and other documents related to the Project shall be retained by Recipient for a period of three years after final payment is received from the State.

9. Indemnification

Recipient shall indemnify, defend, protect and hold harmless the State of New Jersey and its agents, servants and employees from and against any and all liability, fines, suits, claims, demands and actions, costs and reasonable expenses of any kind or nature or by anyone whomsoever, including, but not limited to, claims for personal injury, wrongful death, property damage and contractual liability due to or arising in any way out of the performance of any services, actions or operations in connection with the Project or any breach of this Agreement unless caused solely by the gross negligence or default of the State or its agents, servants or employees; provided, however, that the State shall give Recipient prompt notice thereof. If Recipient shall be required to defend in any action or proceeding pursuant to this Section 6 to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole cost; provided, however, that any such action by the State does not limit or make void any liability of Recipient in respect to the claim or matter in question.

10. Abandonment of Project

It is understood and agreed by and between the parties hereto that Recipient shall complete the Project to provide a safe and usable unit and shall not be entitled to abandon the Project. If the Recipient abandons the project during any phase (planning, design, construction, etc.) all funds expended by the State and the FHWA, will be reimbursed by the Recipient to said parties.

11. No Personal Liability

Notwithstanding anything to the contrary contained herein, the parties hereto specifically understand and agree that there shall be no personal liability imposed on the officers, employees or agents of Recipient or the State with respect to any of the covenants or conditions of this Agreement.

12. Equal Opportunity

12.1 Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the United States Secretary of Labor at 41
CFR Chapter 60, which is paid for in whole or in part, directly or indirectly, with proceeds from the Project Fund the following equal opportunity clause:

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

(a) 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause;

(b) 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 or sex;

(c) The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Equal Employment Opportunity Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(e) The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with applicable City employment goals prescribed by section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

(f) The contractor or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(g) 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.

(h) The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status of sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal court decisions.

Provisions (d), (e), (f), (g), or (h) do not apply to subcontractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

12.2 Recipient agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.
12.3 Recipient also agrees:

(a) To assist and cooperate actively with the FHWA and the United States Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the United States Secretary of Labor.

(b) To furnish the FHWA and the United States Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the FHWA in the discharge of its primary responsibility for securing compliance.

(c) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(d) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the FHWA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

12.4 In addition, Recipient agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this Agreement in whole or in part;

(b) Refrain from extending any further assistance to Recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from Recipient; and

(c) Initiate appropriate legal proceedings.

13. Nondiscrimination

Recipient hereby agrees that it will comply with Title VI of the 1964 Civil Rights Act (the "Act") and related statutes and implementing regulations to the end that no person shall on the grounds of race, color, national origin, handicap, age, sex, or religion be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Project covered by this Agreement and, further Recipient agrees that:

(a) It will insert the nondiscrimination notice required by the Standard Department of Transportation Title VI Assurance (DOT Order 1050.2) in all solicitations for bids for work or material, and, in adapted form, in all proposals for negotiated agreements.

(b) It will insert the clauses in Appendixes A, B or C of DOT Order 1050.2 as appropriate, in all contracts, deeds transferring real property, structures, or improvements thereon or interest therein (as a covenant running with the land) and in future deeds, leases, permits, licenses, and similar agreements, related to this Project, entered into by Recipient with other parties.

(c) It will comply with, and cooperate with, FHWA in ensuring compliance with the terms of the standard Title VI Assurance, the Act and related statutes, and implementing regulations.

14. Disadvantaged Business Enterprises

Recipient hereby agrees to the following statements and agrees that these statements shall be included in all subsequent agreements between Recipient and any contractor:
(a) "Policy. It is the policy of the United States Department of Transportation that emerging small business enterprises (ESBE's), as they are defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. NJDOT's ESBE program runs concurrently with the Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses on federally-funded projects. Consequently, all applicable requirements of 49 CFR Part 26 shall apply to this agreement.

(b) Obligation. The contractor agrees to ensure that ESBE's, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with the applicable section of 49 CFR Part 26 to ensure that ESBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, handicap, religion, age, or sex, as provided in Federal and state law, in the award and performance of DOT-assisted contracts."

15. No Oral Modifications

15.1 This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

15.2 The Recipient shall request approval by the State of any task or line item budget revision deemed necessary to carry out the project in this Agreement. This request shall be submitted in writing by the Recipient to the State. If approved by the State and the applicable Federal funding agency, the State shall provide written authorization to Recipient to proceed with the revision.

16. Notices and Demands

16.1 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement must be in writing.

16.2 All notices, demands, requests or other communications required or permitted to be given pursuant to this Agreement shall be deemed to have been properly given or served by depositing the same in the United States mail, postpaid and registered or certified, return receipt requested, or by Federal Express or similar service providing receipt against delivery, as follows:

If to the State:

Laine Rankin, Director
Division of Local Aid and Economic Development
State of New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, New Jersey 08625

Or the designated District Office, Bureau of Local Aid, serving the area of the Recipient:

District 1
Roxbury Corporate Center
200 Stierli Court
Mount Arlington, NJ 07856
Phone: (973) 601-6700
Fax: (973) 601-6709
Morris, Passaic,
Sussex, and Warren

District 2
153 Halsey Street - 5th floor
Newark, NJ 07102
Phone: (973) 877-1500
Fax: (973) 877-1556
Bergen, Essex, Hudson,
and Union
17. Partial Invalidity

To the extent that the intent and underlying purpose of this Agreement are not compromised, the invalidity or unenforceability of any term, covenant, condition or provision of this Agreement, or its application to any persons, entities or circumstances shall not render invalid or unenforceable the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, and each term, covenant, condition and provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by applicable law.

18. Further Assurances

The parties agree to cooperate with each other and to execute and deliver such further documents and assurances as may be necessary to carry out the purpose of this Agreement.

19. Subject to FHWA Regulations

(1) Notwithstanding anything contained herein to the contrary, so long as the Project is being financed out of proceeds from the Project Fund, this Agreement and the obligations of the parties hereunder are subject to the rules and regulations promulgated by the FHWA.

(2) Section 319 of the FY 1990 Department of the Interior and Related Agencies Appropriations Act, Public Law 101-121, contains a prohibition on the use of appropriated funds for “influencing or attempting to influence” Federal officials in connection with grants, contracts or cooperative agreements. The new law became effective December 23, 1989 and contains two specific requirements that prospective FTD or FHWA contractors must be aware of and comply with prior to execution of this Agreement in order to remain eligible for Federal funds.

20. Entire Agreement; Counterparts; Disputes

20.1 This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior understandings and agreements, oral or written, between the parties respecting the subject matter hereof.

20.2 This Agreement may be executed in two or more counterparts, each of which shall be deemed a duplicate original and all of which together shall constitute one and the same Agreement.
20.3 In the event a dispute arises concerning the meaning of any term used in this Agreement, or the work and services required to be performed under this Agreement, or as to compensation under this Agreement, the dispute shall be decided by the Commissioner of Transportation or his duly authorized representative.

21. APPENDIX A - Regulations of the Department of Transportation relative to nondiscrimination in federally assisted Projects of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) attached hereto are made a part of this Agreement.

22. APPENDIX B - Certification of Restrictions on Lobbying is attached hereto and made part of this Agreement in accordance with 31 U.S.C. Sec. 1352 and 40 CFR Part 20. Each Recipient, Consultant and Contractor awarded a contract exceeding $100,000 shall submit to the State a Disclosure of Lobbying Activity Form-LLL at the end of each calendar quarter in which a reportable event occurs. All completed forms shall be sent to:

New Jersey Department of Transportation
Manager Professional Services
Procurement Division
1035 Parkway Avenue
Trenton, New Jersey 08625

23. APPENDIX C - Certification of Recipient is attached hereto and made a part of this Agreement.

24. APPENDIX D - Certification of New Jersey Department of Transportation is attached hereto and made a part of this Agreement.

25. APPENDIX E - NJDOT Code of Ethics for Vendors is attached hereto and made a part of this Agreement.

26. APPENDIX F - Certification of Recipient Eligibility is attached hereto and made a part of this Agreement.

27. APPENDIX G - Americans with Disabilities Act is attached hereto and made part of this agreement.

28. APPENDIX H - State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA is attached hereto and made part of this agreement.

29. APPENDIX I – Project Scope of Work

30. APPENDIX J – Project Cost Estimate

31. Resolution

The Recipient shall supply the necessary resolution authorizing the Recipient to enter into this Agreement and this Agreement shall not become binding on either party until it is executed by the Commissioner of Transportation or the Commissioner's designee.
Agreement No. 2018-DT-BLA1-02

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to duly execute this Agreement on and as of the day and year first above written.

Project: First Avenue Streetscape  
Municipality: Township of Denville  
County: Morris  
Federal Project No.: TAP-1126(300)

ATTEST/WITNESSED/AFFIX SEAL:  

---------------------  ---------------------  
Name:  Date  
Title:  

RECIPIENT: Township of Denville  

By:  
Name  
Title  

ATTEST/WITNESSED/AFFIX SEAL:  

---------------------  ---------------------  
Name:  Date  
Title:  

NEW JERSEY DEPARTMENT OF TRANSPORTATION  

By:  
Name  
Title  

Anika James, Department Secretary  
New Jersey Department of Transportation  
Laine Rankin, Director  
Division of Local Aid & Economic Development

THIS DOCUMENT HAS BEEN REVIEWED AND APPROVED AS TO FORM

ACTING ATTORNEY GENERAL OF NEW JERSEY  

Gurbir Grewal  

By:  
Name  
Title  

Deputy Attorney General  

Date
APPENDIX A

NONDISCRIMINATION

During the performance of this Agreement, the RECIPIENT, for itself, its assignees and successors in interest hereinafter referred to as the RECIPIENT, agrees as follows:

1. Compliance with Regulations: The RECIPIENT will comply with Regulations of the United States Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21 through Appendix H, and Title 23CFR Part 710.405(b), hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.

2. Nondiscrimination: The RECIPIENT, with regard to the work performed by it after award and prior to completion of the work, will not discriminate on the basis of race, color, age, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The RECIPIENT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the RECIPIENT for work to be performed under a subcontract, including procurement of materials or equipment, such potential subcontractor or supplier shall be notified by the RECIPIENT of the RECIPIENT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, age, sex or national origin.

4. Information and Reports: The RECIPIENT will provide all information and reports required by the Requisitions, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the RECIPIENT shall so certify to the STATE or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the RECIPIENT'S noncompliance with the nondiscrimination provisions of this contract, the STATE shall impose such sanctions as are appropriate and available under the laws of the STATE.

(a) Withholding of payments to the RECIPIENT under the contract until the RECIPIENT complies, and/or
(b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. This Agreement is subject to all federal, State, and local laws, rules, and regulations, including, but not limited to, those pertaining to nondiscrimination in employment and affirmative action for equal employment opportunity.

7. The RECIPIENT agrees to ensure that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR, Part 23 and FTA Circular 4716.1A, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Failure to make a good faith effort to meet the established DBE goal may result in sanctions as defined under paragraph 5 of this Appendix.

8. If at any time following the execution of this Agreement, the RECIPIENT intends to sublet any additional portion(s) of the work or intends to purchase materials or lease equipment not contemplated during the original proposal preparation, the RECIPIENT shall:

(a) Notify the Project initiator, in writing, of the type and approximate value of the work which the RECIPIENT intends to accomplish by such subcontract, purchase order or lease.
(b) Give DBE firms equal consideration with non-minority firms in negotiations for any such subcontracts, purchase orders or leases.

9. Incorporation of Provisions: The RECIPIENT will include the provisions of paragraph (1) through (9) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders or instructions, issued pursuant thereto.
APPENDIX B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, __________________________, hereby certify on behalf of RECIPIENT, that:

(Name and Title of Grantee Official)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subRECIPIENT'S shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ______ day of ________, 2____.

By:

________________________________________

(Signature and Title of Authorized Official)
APPENDIX C

CERTIFICATION OF RECIPIENT

In executing the Agreement the RECIPIENT'S signatory certifies on behalf of the RECIPIENT that neither he, nor any other officer, agent or employee of the RECIPIENT has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bonafide employee working solely for him or the RECIPIENT) to solicit or secure this Agreement.

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

3. paid, or agreed to pay, to any firm, organization or person (other than a bonafide employee working solely for him or the RECIPIENT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

   except as expressly Stated in a disclosure letter to the STATE which shall accompany the Agreement after execution by the RECIPIENT on submission to the Commissioner or his designee for execution.

The RECIPIENT acknowledges that this certificate furnished to the STATE and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX D

CERTIFICATION OF NEW JERSEY DEPARTMENT OF TRANSPORTATION

In executing the Agreement the STATE'S signatory certifies that to the best of his knowledge, the RECIPIENT or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as expressly Stated in a disclosure letter to the Federal Highway Administration and/or Federal Transportation Administration, U.S. Department of Transportation.

The STATE acknowledges that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with agreements involving participation of Federal-aid highway funds, and the Federal Transportation Administration, in connection with agreements involving participation of FTA Metropolitan Planning (PL) funds, and is subject to applicable State and Federal laws, both criminal and civil.
APPENDIX E

NJDOT CODE OF ETHICS FOR VENDORS

1. No vendor* shall employ any NJDOT officer or employee in the business of the vendor or professional activity in which the vendor is involved with Department officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.

3. No vendor shall cause or influence or attempt to cause or influence any NJDOT employee or officer in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee.

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any NJDOT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the RECIPIENT in the discharge of his or her official duties. In addition, employees or officers of NJDOT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed as having more than nominal value.

NOTE: This section would permit an NJDOT employee or officer to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example - coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Departmental employee or officer should be referred to the Department's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace existing administrative orders and the current Departmental Code of Ethics.

7. This code shall take effect immediately upon approval of the NJ Executive Commission on Ethical Standards and adoption by the NJDOT.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with NJDOT.

Adopted on the 16th day of December, 1987
APPENDIX F

CERTIFICATION OF RECIPIENT ELIGIBILITY

I ________________________________ hereby certify under penalty of perjury under the laws of the United States, that except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal, Project director, manager, auditor, or any position involving the administration of federal or State funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal, State or local government agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, State or local government agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

(Insert exceptions - for any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)

Attest: ____________________________________________________________________________

RECIPIENT

Name/Title

Date: ________________________________

Name/Title
APPENDIX G

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities.

The RECIPIENT and the STATE do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. Sec. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the RECIPIENT agrees that the performance shall be in strict compliance with the Act. In the event that the RECIPIENT, its agents, servants, employees, or sub consultants violate or are alleged to have violated the Act during the performance of this contract, the RECIPIENT shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The RECIPIENT shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The RECIPIENT shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith.

In any and all complaints brought pursuant to the STATE’s grievance procedure, the RECIPIENT agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the RECIPIENT shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the RECIPIENT along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the RECIPIENT every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the RECIPIENT pursuant to this contract will not relieve the RECIPIENT of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the RECIPIENT, its agents, servants, employees and sub consultants for any claim which may arise out of their performance of this Agreement. Furthermore, the RECIPIENT expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the RECIPIENT’s obligations assumed in this Agreement, nor shall they be construed to relieve the RECIPIENT from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.
APPENDIX H

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of NJSA 10:2-1 through 10:2-4 and NJSA 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon them.

During the performance of this Agreement, the RECIPIENT agrees as follows:

a. The RECIPIENT, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The RECIPIENT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Transportation’s Compliance Officer setting forth provisions of this nondiscrimination clause;

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

c. The RECIPIENT, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of Transportation’s Compliance Officer, advising the labor union or worker’s representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained at the preconstruction conference.