RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR BOND COUNSEL SERVICES FOR THE YEAR 2016

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

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

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

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with the firm McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068 as Bond Counsel for the year 2016.

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

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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 19, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
TOWNSHIP OF DENVILLE

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

Date of Request 01/06/16

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

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

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

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

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

TOTAL Rates per Contract

Signed: ______________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

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

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

COMMENTS:
Fund availability are predicated on available budget

CERT16-07

Michael Guarino
Chief Financial Officer
01/06/16
AGREEMENT

THIS AGREEMENT, made this day of , 2016, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WITNESSETH:

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

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

WHEREAS, the Township desires to retain McManimon, Scotland and Baumann, LLC of Roseland, New Jersey to provide the above-referenced services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. The Firm agrees to provide professional bond counsel services as outlined in the firm's proposal, attached hereto as Exhibit "A", to the extent that it is consistent
with this Agreement. Paragraph 2 of Section II of Exhibit “A” is specifically deleted and not a part of this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

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

ATTEST: ____________________________
Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ______________________________
Thomas W. Andes, Mayor

ATTEST: ____________________________
MCMANIMON, SCOTLAND AND BAUMANN, LLC

By: ______________________________
STATE OF NEW JERSEY:  
COUNTY OF MORRIS  

I CERTIFY that on , 2016, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(State of New Jersey)

A Notary Public of New Jersey  
My Commission expires
A. When the Client determines to issue bonds or notes, Counsel will prepare
the necessary resolutions or other operative documents to set up the bond or note sale and
will submit them to the Client's general counsel for review. Counsel will seek the advice
of the Client's financial advisor and/or auditor in connection with the appropriate
maturity schedule for the bonds or notes to be sold and will review legal issues relating to
the structure of the bond or note issue. Counsel will assist the Client in seeking from
other governmental authorities such approvals, permissions and exemptions as Counsel
determines are necessary or appropriate in connection with the authorization, issuance
and delivery of bonds or notes. Counsel will review those sections of the official
statement, private placement memorandum or other form of offering or disclosure
document to be disseminated in connection with the sale of the bonds or notes and will
arrange for the printing and the distribution of such offering or disclosure document.
Counsel will prepare and review the notice of sale pertaining to the competitive sale of
the bonds or notes and will arrange for the printing of such notice of sale in The Bond
Buyer, as applicable, and will answer inquiries made by the investment community
concerning the bond or note sale. Counsel will assist the Client in presenting information
to bond rating organizations and providers of credit enhancement relating to legal issues
affecting the issuance of bonds or notes. Counsel will render legal advice as necessary

EXHIBIT A

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this __ day of ____________, 2016 by
and between the TOWNSHIP OF DENVILLE, in the County of Morris, a body politic of the
State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND &
BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New
Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

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

I. Public Finance

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

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

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

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

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

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

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

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

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

C. For services rendered in connection with each note sale, a fee equal to the greater of (i) $.50 per thousand dollars of notes issued up to $15,000,000 of notes issued and $.40 per $1,000 of notes in excess of $15,000,000 or (ii) $1,000. If more than one series of notes are issued, there will be an additional charge of $500 for each such additional series.

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

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

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

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

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

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

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

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

III. General Provisions

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the TOWNSHIP OF DENVILLE, has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

ATTEST:

TOWNSHIP OF DENVILLE
By:_________________________

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out its 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 or 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]

(Signature)  

(Title)

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 31st DAY
OF DECEMBER 2015.

DINA M. STATUTO
Notary Public of New Jersey
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: McManimon, Scotland & Baumann, LLC

SIGNATURE:

PRINT NAME: Matthew D. Jessup
TITLE: Member

DATE: 12/24/15
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<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</th>
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<td><strong>Trade Name:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
<td>75 LIVINGSTON AVENUE #201</td>
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<td>ROSELAND, NJ 07068</td>
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<td><strong>Certificate Number:</strong></td>
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<td><strong>Effective Date:</strong></td>
<td>January 03, 1988</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>June 22, 2015</td>
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For Office Use Only:

20150622153757649
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR SPECIAL LABOR COUNSEL SERVICES FOR THE YEAR 2016

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

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

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

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Matthew Giacobbe, Esq., of the firm Cleary, Giacobbe, Alfieri, Jacobs, LLC, 169 Ramapo Valley Road, Upper Level 105, Oakland, New Jersey 07436 as Special Labor Counsel for the year 2016.

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

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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 19, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC
                                 Municipal Clerk
TOWNSHIP OF DENVILLE

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

Date of Request 01/06/16

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

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

<table>
<thead>
<tr>
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<th>TOTAL</th>
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</tr>
</tbody>
</table>

TOTAL Rates per Contract

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>Name and Address of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1689 Ramapo Valley Road Upper Level 105</td>
</tr>
<tr>
<td>Oakland, NJ 07436</td>
</tr>
</tbody>
</table>

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

COMMENTS:
Fund availability are predicated on available budget

Michael J Guarino
Chief Financial Officer
01/06/16
AGREEMENT

THIS AGREEMENT, made this day of , 2016, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WITNESSETH:

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

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

WHEREAS, the Township desires to retain Cleary, Giacobbe, Alfieri, Jacobs, LLC of Oakland, New Jersey to provide the above-referenced services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide professional special labor counsel services as outlined in the firm’s proposal dated December 21, 2015, attached hereto as Exhibit “A”, to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ____________________________ Thomas W. Andes, Mayor

ATTEST:

____________________________________________

CLEARY, GIACOBBE, ALFIERI, JACOBS LLC

By: ____________________________

Matthew Giacobbe, Esq.
I CERTIFY that on , 2016, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on , 2016, 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
FEE PROPOSAL

A. Hourly Rate:
The following rates apply for services provided as Special Labor Counsel:

<table>
<thead>
<tr>
<th>Attorneys</th>
<th>Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>$140.00</td>
</tr>
<tr>
<td>Counsel</td>
<td>$140.00</td>
</tr>
<tr>
<td>Associates</td>
<td>$140.00</td>
</tr>
<tr>
<td>Paralegals</td>
<td>$90.00</td>
</tr>
</tbody>
</table>

B. Reimbursable costs and expenses:
In addition to legal fees, we charge the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, deposition costs, Lawyers Courier Service, Federal Express Overnight Courier Service, photocopying charges ($.20 per copy), postage, interpreter/translators' fee (prevailing market rates).

Sign: Matthew J. Giacobbe
Print: Matthew J. Giacobbe, Esq.
Date: 12-21-15
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF BERGEN

SS:

Matthew J. Giacobbe being first duly sworn under oath affirm that I am
a Partner (sole owner, a partner, president, secretary, etc.) of
Cleary Giacobbe Alfieri Jacobs, LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report

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

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

(Partner)

Date: 12/31/2015

Notary Public of

My Commission Expires: 5/10/16
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

COMPANY: Cleary Giacobbe Alfieri Jacobs, LLC SIGNATURE: Matthew J. Giacobbe
PRINT NAME: Matthew J. Giacobbe TITLE: Partner DATE: 12-31-15
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV 2010 - 15 NOV 2017

CLEYR GIACOBBE ALFIERI & JACOBS
5 RAVINE DRIVE
MATAWAN NJ 07747

Andreas P. Sidamon-Eristoff
State Treasurer

EXHIBIT C

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXABLE NAME:
CLEYR GIACOBBE, ALFIERI & JACOBS, L.L.

TRADE NAME:

ADDRESS:
5 RAVINE DRIVE
MATAWAN NJ

EFFECTIVE DATE:
11/03/10

SEQUENCE NUMBER:
0595238

ISSUANCE DATE:
11/03/10

Director
New Jersey, Division of Revenue

(04-08), D205846V
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES
CONTRACT FOR ENGINEERING SERVICES FOR THE YEAR 2016

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

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

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

WHEREAS, John K. Ruschke, P.E. of the firm of Hatch Mott MacDonald, LLC has submitted a proposal for 2016 indicating he will provide engineering services for an amount projected to exceed $17,500; and

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with John K. Ruschke, P.E. of the firm Hatch Mott MacDonald, LLC, 111 Wood Avenue South, Iselin, New Jersey 08830 as Municipal Engineer for the year 2016.

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

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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 19, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
**TOWNSHIP OF DENVILLE**

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

Date of Request: 01/06/16

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

<table>
<thead>
<tr>
<th>Name and Description of Pending contract</th>
<th>Rates per Contract</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Engineering Services</td>
<td></td>
<td></td>
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</tbody>
</table>

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

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

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

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

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

COMMENTS:
Fund availability are predicated on available budget

CERT#16-06

Michael J Guarino
Chief Financial Officer

07/06/16
AGREEMENT

THIS AGREEMENT, made this day of , 2016, by and between:

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

and:

JOHN K. RUSCHKE, P.E. of HATCH MOTT MACDONALD, LLC 111 Wood Avenue South Iselin, NJ 08830-4112 (Hereinafter, "Engineer")

WITNESSETH:

WHEREAS, the Township of Denville wishes to retain and appoint John K. Ruschke, P.E. of Hatch Mott MacDonald, LLC of 111 Wood Avenue South, Iselin, New Jersey 08830 to provide professional engineering services to the Township as Municipal Engineer; and

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

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

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

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

   "Services" shall include all of the engineering services associated with the position of Municipal Engineer for the calendar year 2016.

2. The Engineer shall be compensated at an hourly rate of $128.00 for all professional engineering services rendered to the Township and to the Township's Boards, agencies, etc. In addition, the members of the Engineer's firm shall be compensated in accordance with the fee schedule provided by the Engineer which schedule is attached hereto as
Exhibit "A" and incorporated herein by reference. Engineer shall furnish the Township with a separate itemized voucher on a monthly basis for the services rendered. A cost proposal shall be submitted by the Engineer and accepted by the Township with respect to engineering, construction contract administration and/or other related services with regard to any and all non-routine individual task assignment(s) where the anticipated fee will exceed $3,000.

3. Engineer shall be entitled to reimbursements for all disbursements made on behalf of the Township of Denville.

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

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

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

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

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

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

   Professional Liability: $1,000,000 per occurrence
   General Liability: $1,000,000 per occurrence, combined single limit for bodily injury and property damage.
   Automobile: $1,000,000 per occurrence, combined single limit for bodily injury and property damage.
   Worker’s Compensation: Statutory coverage
   Umbrella: $1,000,000

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

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

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

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

14. The term of this Agreement shall be for one year from January 1, 2016, to December 31, 2016, or until further modified by the parties by agreement, in writing.

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

_________________________
Kathryn Bowditch-Leon, Clerk

WITNESS:


TOWNSHIP OF DENVILLE

By: ______________________
Thomas W. Andes, Mayor

HATCH MOTT MACDONALD, LLC

By: ______________________
Clifford J. Wilkinson,
Executive Vice President
A Notary Public of New Jersey
My Commission expires
Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges of 1.5% per month.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Auto / Company Auto</td>
<td>$0.575 / mile</td>
</tr>
<tr>
<td>Company Vans / Company Pick-Up</td>
<td>$0.65 / mile</td>
</tr>
<tr>
<td>Photocopies &amp; Offset Reproduction</td>
<td>Variable</td>
</tr>
<tr>
<td>UPS / Federal Express / Postage / Messenger Service</td>
<td>Variable</td>
</tr>
<tr>
<td>Subcontractors (including Contract Laboratory)</td>
<td>Direct + 15%</td>
</tr>
<tr>
<td>Telephone</td>
<td>Variable</td>
</tr>
<tr>
<td>Field Equipment</td>
<td>Variable</td>
</tr>
<tr>
<td>Travel Lodging Per Diem</td>
<td>As Incurred</td>
</tr>
</tbody>
</table>

1 per IRS standard mileage rate

NOTE: HMM will not bill for expenses and travel time to and from the Township.

* Hourly rates for special consultations and services in conjunction with litigation are available on request.
** Meeting attendance would be normally billed to the Escrow Account of applicants.

EXHIBIT A

Denville Township
2016 Hourly Rate Table

December 07, 2015
The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

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

(Signature) Eric C. Betz, PE
(Vice President)

SWORN AND SUBSCRIBED TO BEFORE ME THIS 18th DAY OF Dec., 2015

Notary Public of

My Commission Expires: APR. 10, 2017

CHRISTINE M. JENNINGS
NOTARY PUBLIC OF NEW JERSEY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS
All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Township of Denville and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township of Denville files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township of Denville, prior to execution of the contract, one of the following documents:

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

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

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

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

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

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

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

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

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

COMPANY: Hatch Mott MacDonald, LLC  SIGNATURE: ____________________________
PRINT NAME: Eric C. Betz, PE  TITLE: Vice President  DATE: December 18, 2015
## STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

<table>
<thead>
<tr>
<th>Field</th>
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</thead>
<tbody>
<tr>
<td>Taxpayer Name:</td>
<td>HATCH MOTT MACDONALD, LLC</td>
</tr>
<tr>
<td>Trade Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>111 WOOD AVENUE SOUTH ISELIN, NJ 08830-4112</td>
</tr>
<tr>
<td>Certificate Number:</td>
<td>1169109</td>
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<tr>
<td>Effective Date:</td>
<td>August 01, 2005</td>
</tr>
<tr>
<td>Date of Issuance:</td>
<td>August 27, 2013</td>
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</table>

**For Office Use Only:**

20130827091517632

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL PLANNING SERVICES FOR THE YEAR 2016

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

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

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

WHEREAS, Jason L. Kasler, P.P. of the firm of Kasler Associates, PA has submitted a proposal for 2016 indicating he will provide professional planning services for an amount projected to exceed $17,500; and

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Jason L. Kasler, P.P. of the firm Kasler Associates PA, 34 Little Brook Road, Springfield, New Jersey 07081 as Planning Consultant for the year 2016.

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

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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 19, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR PROFESSIONAL PLANNING SERVICES FOR THE YEAR 2016

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

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

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

WHEREAS, Jason L. Kasler, P.P. of the firm Kasler Associates, PA has submitted a proposal for 2016 indicating he will provide professional planning services for an amount projected to exceed $17,500; and

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

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

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

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

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that they are services rendered or performed by a person authorized by law to practice a recognized profession and are services which require knowledge of an advanced type in a field of learning acquired by a prolonged course of specialized instruction as distinguished from general academic instruction or apprenticeship and training.

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BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 19, 2016.

Certification Date: ___________________________ Kathryn Bowditch-Leon, RMC Municipal Clerk
TOWNSHIP OF DENVILLE

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

Date of Request 01/06/16

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

Municipal Planner __________________________ Rates per Contract ________
Name of Description of Pending contract __________________________
Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Public Events</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-180-285</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amount of Contract

Name and Address of Contractor
Springfield, NJ 07081
34 Little Brook Ave

Please attach a copy of proposed contract

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

| 01-201-20-180-285 | $0.00 |

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

Comments: Fund availability are predicated on available budget

Michael J Guarino
Chief Financial Officer
AGREEMENT

THIS AGREEMENT, made this day of , 2016, by and between:

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

(Hereinafter, "Township")

and:

Kasler Associates, PA
34 Little Brook Road Springfield, New Jersey 07081

(Hereinafter, "Firm")

WITNESSETH:

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. The Firm agrees to provide professional planner services as outlined in the firm's proposal, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement.
2. The firm shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

ATTEST:                        TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Clerk    By: ________________________________

Thomas W. Andes, Mayor

KASLER ASSOCIATES, PA

By: ________________________________

Jason L. Kasler, AICP, PP
STATE OF NEW JERSEY: 
COUNTY OF MORRIS: 

I CERTIFY that on , 2016, JASON L. KASLER personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY: 
COUNTY OF MORRIS: 

A Notary Public of New Jersey
My Commission expires
EXHIBIT A

PROPOSED SCOPE OF SERVICE

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

PROPOSED PAYMENT SCHEDULE

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

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

All billing will be in 15 minute increments.
The Township will solicit the aid of its various departments, bureaus, boards, agencies and personnel to cooperate with the Consultant and furnish the Consultant with such information and data that it has available in connection with the necessary completion of the work as outlined in the Scope of Services, which is made part of this agreement. If data is available in a digital format, such data shall be made available to the consultant in a digital form as well as all “paper” documentation.

I. **Employment of Consultant**

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

II. **Scope of Services and Materials to Be Furnished to the Consultant**

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

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

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

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

B. **Base Map/Zoning Map**

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

C. **Zoning Ordinance**

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

III. **QUALIFICATIONS OF THE CONSULTANT**

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

IV. **MEETINGS & OFFICE HOURS**

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

V. Work Related to This Submission

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

VI. Limitation of Scope of Service

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

VII. Conflict of Interest

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

IX. Preparation of Reports

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

1st Tuesday of each month – 2:30 P.M. to 5:00 P.M.
2nd Tuesday of each month – 2:30 P.M. to 5:00 P.M.
3rd Wednesday of each month – 5:00 P.M. to 7:00 P.M.*

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

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

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

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

X. INDEMNIFICATION

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

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

XI. COMPLIANCE WITH LEGAL REQUIREMENTS AND AFFIRMATIVE ACTION

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

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

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

XII. TERMINATION OF CONTRACT

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

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

XIII. **Arbitration**

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

XIV. **Assignment**

This Agreement is not assignable by either party.

XV. **Business Registration Certificate**

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

XVI. **Political Contribution Disclosure**

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

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

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

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

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

ATTEST: TOWNSHIP OF DENVILLE

__________________________
Kathy Bowditch, Clerk

__________________________
Thomas W. Andes, Mayor

ATTEST: Kasler Associates, PA

__________________________
Jason L. Kasler, AICP, PP
EXHIBIT B

(REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE


N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affecional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affecional 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, affecional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

COMPANY Kasler Associates, PA

[Signature]

President

(Date)

December 30, 2015

34 Little Brook Road Springfield New Jersey 07081
## EXHIBIT C

### STATE OF NEW JERSEY
### BUSINESS REGISTRATION CERTIFICATE

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<th>Field</th>
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<td></td>
</tr>
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<td>Certificate Number</td>
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<td>Date of Issuance</td>
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For Office Use Only:

20121220195023264
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

Do you have a federally-approved or sanctioned EEO/AA program? Yes ☐ No X

If yes, please submit a photostatic copy of such approval.

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

Do you have a State Certificate of Employee Information Report Approval? Yes ☐ No X

If yes, please submit a photostatic copy of such approval.

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

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

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

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

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

COMPANY: Kasler Associates, PA  SIGNATURE: [Signature]
PRINT NAME: Jason L. Kasler, AICP, PP  TITLE: President  DATE: December 30, 2015
WHEREAS, the Township of Denville has a need to acquire the professional services of a municipal public defender without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Business Administrator has determined and certified in writing that the value of the services will not exceed $17,500; and

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

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

WHEREAS, the Township wishes to retain Clifford J. Weininger, Esq. of the firm Clifford J. Weininger, Attorney at Law, as Municipal Public Defender; and

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Clifford J. Weininger, Esq., of the firm Clifford J. Weininger, Attorney at Law, 94 Diamond Spring Road, Denville, New Jersey 07834 as Municipal Public Defender for the year 2016.

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

3. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on January 19, 2016.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
TOWNSHIP OF DENVILLE

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

Date of Request 01/06/16

Clifford J. Weininger, Esq
94 Diamond Spring Road
Denville, NJ 07834
Name and Address of Contractor

Municipal Public Defender
Name of Description of Pending contract

Rates per Contract

Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
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<td>01-201-43-495-256</td>
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<td>Rates per Contract</td>
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| | | |
| | | |
| | | |

TOTAL


Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>Rates per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-43-495-256</td>
</tr>
</tbody>
</table>

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

COMMENTS:
Fund availability are predicated on available budget

Michael J Guarino
Chief Financial Officer

CERT16-05
AGREEMENT

THIS AGREEMENT, made this day of , 2016, 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:

CLIFFORD J. WEININGER, ESQ.
94 Diamond Spring Road
Denville, New Jersey 07834

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Clifford J. Weininger, Esq. for municipal court public defender services; and

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

WHEREAS, the Township desires to retain Clifford J. Weininger, Esq. of Denville, New Jersey to provide the above-referenced services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. The Firm agrees to provide municipal court public defender services as outlined in the firm's proposal dated January 13, 2016, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement.
2. The firm shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

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

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

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

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

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

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

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

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

By: Clifford J. Weininger, Esq.
A Notary Public of New Jersey
My Commission expires

STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on , 2016, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2016.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

A Notary Public of New Jersey
My Commission expires
Per the e-mail from Darlene Price Cliff earned $16,479.16 for 2015. We will go with that figure again.
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

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<th><strong>Taxpayer Name:</strong></th>
<th>WEININGER, CLIFFORD J</th>
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<td><strong>Trade Name:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
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<td>DENVILLE, NJ 07834</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
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For Office Use Only:  
20041122110617834
WHEREAS, the Township of Denville has a need to acquire grant research and grant application consulting services without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

WHEREAS, CGP&H, LLC, 569 Abington Drive, Suite E, East Windsor, New Jersey, has submitted a proposal to provide grant research and grant application consulting services for the sum not to exceed $27,500; and

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

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

WHEREAS, the Township wishes to retain CGP&H, LLC to provide grant research and grant application consulting services.

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

1. A contract for consulting services for grant research and grant applications is hereby awarded to CGP&H, LLC, 569 Abington Drive, Suite E, East Windsor, New Jersey and the Mayor and Municipal Clerk are hereby authorized to execute the contract.

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

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

4. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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
CGP & H LLC.
101 Interchange Plaza Suite 301
Cranbury, NJ 08512

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

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

<table>
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<th>DEPT., ACCT. #, ORD. #</th>
<th>Misc. Contractual Services</th>
<th>TOTAL</th>
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<tr>
<td>01-201-20-110-256</td>
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<td>Rates per Contract</td>
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Signed: ________________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>01-201-20-110-256</th>
<th>Rates per Contract</th>
</tr>
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</table>

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

COMMENTS:
Fund availability are predicated on available budget

CERT16-09
Michael J Guarino
Chief Financial Officer
01/06/16
AGREEMENT

THIS AGREEMENT, made this day of , 2016, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with CGP&H, LLC for grant writing services; and

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

WHEREAS, the Township desires to retain CGP&H, LLC of Cranbury, New Jersey to provide the above-referenced services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide grant writing services as outlined in the firm’s proposal received December 18, 2014, attached hereto as Exhibit “A”, to the extent that it is consistent with this Agreement.

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

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

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

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

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

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

8. Political Contribution Disclosure. This contract has been awarded to Firm based on the merits and abilities of Firm to provide the goods or services as described
This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Firm and its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-6 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

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

ATTEST:

Kathryn Bowditch-Leon, Clerk

TOWNSHIP OF DENVILLE

By: ____________________________

Thomas W. Andes, Mayor

ATTEST:

By: ____________________________

Randall Gottesman, PP
President
STATE OF NEW JERSEY:  
COUNTY OF MORRIS  

I CERTIFY that on , 2016, 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 , 2016.

Kathryn Bowditch-Leon,  
Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY:  
COUNTY OF  

I CERTIFY that on , 2016, 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
## EXHIBIT A

### CGP&H, LLC

#### 2016 Fee Schedule

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<tr>
<th>TITLE</th>
<th>KEY PERSONNEL</th>
<th>HOURLY RATE</th>
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<tr>
<td>Principal-in-Charge</td>
<td>Randall Gottesman, P.P.</td>
<td>$143</td>
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<td>Vice Presidents</td>
<td>David Gerkens, P.P.</td>
<td>$143</td>
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<td>Megan York, P.P.</td>
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<td>Senior Grant-Writer</td>
<td>Patrice Loehle, P.P.</td>
<td>$143</td>
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<td>Michelle Lamar, Esq.</td>
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<td>Grant-writing Assistants</td>
<td>John Burton</td>
<td>$77</td>
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<td></td>
<td>Alyssa Marchesi</td>
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AGREEMENT

2016 Township of Denville Grantwriting Project

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

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

I. CONSULTANT SCOPE OF SERVICES

1. Inform the Township of Current and Anticipated Funding Programs

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

2. Assess Local Priorities

Upon execution of this professional services agreement, the consultant shall immediately meet with Township department heads as directed by the Mayor, Township Business Administrator or their designee to assess local priorities and make appropriate recommendations for funding sources. This will enable the consultant to quickly and effectively understand the Township’s current priorities and issues. Services stated in this paragraph shall be provided after the signing of this contract, at no cost to the Township.
The consultant’s staff shall be generally available for day or night meetings with our clients. The consultant shall attend meetings, as needed, to provide additional information about grant opportunities as well as to learn more about the Township’s priorities and needs. Our hourly rates shall apply for attendance at all meetings following the initial kickoff meeting.

3. Determine the Township’s Eligibility for Funding Programs

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

4. Recommend Grant Applications

The consultant shall recommend which applications the Township should consider based on local priorities and competitiveness, as well as the return on investment that a successful application may provide. The consultant shall also weigh factors such as the matching fund requirements of some grant applications and any requirements to continue the project (operations or maintenance) after the grant award expires. Initial recommendations based on existing knowledge of the municipality’s demographics and the grant(s) in question will be made at no additional cost to the Township. Analyses that require additional research will be conducted at the direction of the Township at our 2012 hourly rates, attached hereto.

5. Prepare Grant Applications

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

The grant application process includes the preparation of all documents related to the submission of the grant. The consultant shall prepare all hard copy grant submissions as required and all electronic submissions utilizing the State’s SAGE systems, or the federal government’s Grants.gov on-line submission system, and other on-line submission systems, as appropriate. Grant writing services will be billed at the consultant’s regular rates as per the attached 2012 Fee Schedule based upon a not to exceed proposal authorized by the Township for each grant as described in Article II herein.

6. Follow-up on Grant Applications

The consultant shall also coordinate application follow-up with each funding source during the review/scoring process and notify the Township on what it believes is the best direction to proceed to secure the funds. This may include contacting state or federal legislators and requesting their advocacy on behalf of the proposed project. These post-submission services will be billed at the consultant’s regular rates as per the attached 2016 Fee Schedule, which is unchanged from 2015, and shall not exceed the “not to exceed” amount for each grant.

7. Technical Assistance

In addition, the consultant shall provide limited technical assistance, as requested by the Township, on the review of applications prepared by in-house resources. Such technical assistance will be billed at the Consultant’s regular rates as per the attached 2016 Fee Schedule.

II. COMPENSATION

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

The consultant’s invoices shall be based upon the attached 2016 Schedule of Hourly Rates, attached hereto as Exhibit A, and in accordance with a “not to exceed” figure that shall be provided for each individual grant application prior to authorization to proceed.

Any direct costs identified (will be reimbursed to the consultant on a direct-cost basis by the Township. Direct costs include obtaining special materials (maps, surveys, special
studies, documents, overnight mailings, messenger services, and multiple copies of documents.

Any services of the Consultant not specified in this contract or performed within the ordinary course of its scope shall be covered by a subsequent contractual Agreement.

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

III. TIME

The Agreement shall be in effect from the date of this agreement and shall continue through December 31, 2016 or until the maximum compensation under this Agreement is reached or unless the Agreement is otherwise amended by both parties.

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

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

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

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

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

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

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

THE TOWNSHIP OF DENVILLE

Thomas W. Andes
Mayor

Witness

CGP&H LLC

Randall Gottesman, PP
President

Witness

-6-
The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

COMPANY ________________________________

(Signature) _____________________________ (Title) _____________________________

(Date) _____________________________

CGPH
Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-9292.

I wish you continuing success in your business endeavors.

Sincerely,

[Signature]

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
CGP & H, LLC

ADDRESS:
101 INTERCHANGE PLZ STE 301
CRANBURY NJ 08512-3716

EFFECTIVE DATE:
09/27/07

TRADE NAME:

SEQUENCE NUMBER:
1363333

ISSUANCE DATE:
12/09/13

[Signature]
Director
New Jersey Division of Revenue