ORDINANCES FOR ADOPTION

15-17: An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend and Supplement Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking Lot Restrictions, and Subsection 8-1.3, Parking Permit, of the Revised General Ordinances to Update and Clarify Various Requirements

ORDINANCES FOR INTRODUCTION

NONE
R-17-205: Resolution Authorizing a Contract with Extra Duty Solutions for the Administration of the Denville Police Department’s Extra Duty Details

NON-CONSENT AGENDA:

R-17-205: Resolution Authorizing a Contract with Extra Duty Solutions for the Administration of the Denville Police Department’s Extra Duty Details
R-17-206: Resolution Refunding the Overpayment of 2017 Taxes in the Amount of $3,317.50

R-17-207: Resolution Authorizing the Transfer of Funds from the Affordable Housing Trust Fund to the Denville General Trust Fund for COAH Related Administrative Costs

MINUTES FOR ADOPTION
NONE

MOTION TO ADJOURN
ORDINANCE NO. 15-17

BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend and Supplement Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking Lot Restrictions, and Subsection 8-1.3, Parking Permit, of the Revised General Ordinances to Update and Clarify Various Requirements

Be Read by Title on Second Reading and a Hearing Held Thereon:

COUNCIL PRESIDENT: MOTION TO READ BY TITLE
ROLL CALL
OPEN PUBLIC HEARING
CLOSE PUBLIC HEARING

Be IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, County of Morris, State of New Jersey, to Amend and Supplement Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking Lot Restrictions, and Subsection 8-1.3, Parking Permit, of the Revised General Ordinances to Update and Clarify Various Requirements

Be passed on Final Reading and that a Notice of Final Passage be published in the 09/13/2017 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 09/05/2017
ORDINANCE NO. 15-17

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, COUNTY OF MORRIS, STATE OF NEW JERSEY, TO AMEND AND SUPPLEMENT CHAPTER 8, PARKING LOTS AND PARKING METERS, SUBSECTION 8-1.2, PARKING LOTS RESTRICTIONS, AND SUBSECTION 8-1.3, PARKING PERMIT, OF THE REVISED GENERAL ORDINANCES TO UPDATE AND CLARIFY VARIOUS REQUIREMENTS

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

SECTION 1. Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.2, Parking lot restrictions, paragraph g., of the Revised General Ordinances is hereby amended and supplemented to read as follows:

g. Between the hours of 3:00 a.m. and 6:00 a.m. on each and every day, unless:

1. The owner of the vehicle holds a parking permit issued by the Township for the First Avenue Lot and parks the vehicle in Area A of the First Avenue Lot as designated on the attached Exhibit A; or

2. The owner of the vehicle holds a parking permit issued by the Township for the Bloomfield Avenue Lot and parks the vehicle in Area B or Area C of the Bloomfield Avenue Lot as designated on the attached Exhibit B; or

3. The owner of the vehicle holds a parking permit issued by the Township for the Savage Road Lot and parks the vehicle in Area A of the Savage Road Lot as designated on the attached Exhibit D; or

4. With respect to a municipal facility, the operator of the vehicle is an employee of the municipal facility or a person having business at the municipal facility during such hours.
SECTION 3. Chapter 8, Parking Lots and Parking Meters, Subsection 8-1.3, Parking permit, paragraph d., of the Revised General Ordinances is hereby amended and supplemented to read as follows:

d. Parking permits will be issued on a yearly (calendar year), six-month (January to June or July to December), monthly (calendar month) or daily basis for specific parking lot locations. Permit parking shall not be valid at any metered space unless money is put into the meter.

1. Permits issued for the First Avenue Lot will be valid only in the First Avenue Lot.

2. Permits issued for the Savage Road Lot will be valid only in the Savage Road Lot.

3. All other permits will be valid in the Bloomfield Avenue, West Main Street and Mt. Tabor Train Station Lots.

SECTION 4. Chapter 8, Parking Lots and Parking Meters, Section 8-1.3, Parking permit, paragraph f., number 6., of the Revised General Ordinances is hereby amended and supplemented to read as follows:

6. For all lots designated in Section 8-2, the Township Clerk’s office will issue parking permits either by mail or in person at the Clerk’s office on a first-come first-served basis. Applications for all permits may be obtained from the Clerk’s office or from the Township’s website.

SECTION 5. This ordinance may be renumbered for purposes of codification.
SECTION 6. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 7. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portions of this Ordinance.

SECTION 8. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:  

APPROVED:

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

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Municipal Council of the Township of Denville at its meeting held on _____________, 2017

__________________________
Kathryn Bowditch-Leon, RMC
Municipal Clerk
EXHIBIT D
SAVAGE ROAD PARKING LOT
Not to Scale
<table>
<thead>
<tr>
<th>Answer</th>
<th>Question</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and &quot;side letter&quot; or &quot;side bar&quot; agreements. Copies of same may be emailed to <a href="mailto:contracts@perc.state.nj.us">contracts@perc.state.nj.us</a>. Has your municipality filed all current contracts with PERC?</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Has your municipality adopted a written vehicle use policy prohibiting personal use of municipal vehicles (except for commuting), and providing that employees authorized to use such vehicles for commuting to/from work have a fringe benefit value added to the gross income reported on the employee's W-2 (unless the vehicle meets the &quot;qualified non-personal vehicle&quot; criteria specified by the IRS)? Only answer &quot;N/A&quot; if your municipality does not have any municipally-owned vehicles.</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>Active monitoring management of a municipality's ratable base is fundamental to helping ensure fiscal stability. There should be communication with the municipal tax assessor to ensure that the municipality has sufficient time to factor potential exposure to tax appeal judgements into their budgetary planning. Does your municipality have an established written policy requiring its tax assessor to notify the chief financial officer and the governing body of all tax appeals upon filing, but no later than June 1st each year? The policy should, at minimum, require the assessor's report to break down by property class the number of pending appeals, the current assessed value, and the reduction in assessed value if all appeals were successful. If there are appeals for which complete information is unavailable as of June 1, those appeals should be reported as information becomes available. Only answer &quot;N/A&quot; if your municipality is in Gloucester County (county assessor pilot program) or participates in the Monmouth County assessment demonstration program.</td>
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<td>Answer</td>
<td>Question</td>
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<tr>
<td>4</td>
<td>Yes</td>
<td>Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year's proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?</td>
</tr>
<tr>
<td>5</td>
<td>Yes</td>
<td>The “Director’s Ratio” (the average ratio of assessed to true market value) for each municipality as determined by the Director of the Division of Taxation, in the Table of Equalized Valuations promulgated annually pursuant to N.J.S.A. 54:1-35.1. A Director’s Ratio of lower than 85 percent generally denotes lack of uniformity in assessments and indicates a need for revaluation. N.J.A.C. 18:12A-1.14. If the ratio of assessed values to market values in your municipality is presently <strong>less than 85%</strong>, has your municipality at minimum awarded a contract for the updating of tax maps and earmarked funds in its budget for the hiring of relevant firms and/or professionals?</td>
</tr>
<tr>
<td>6</td>
<td>Yes</td>
<td>The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Forms. Compliance by local elected officials is particularly important. Have all of your local elected officials filed their Financial Disclosure Form in 2017 that covers the 2016 calendar year?</td>
</tr>
<tr>
<td>7</td>
<td>Yes</td>
<td>While outside employment by municipal officials can sometimes be acceptable, it is imperative that no conflicts of interest impinge on municipal governance. Does your municipality have 1) an established documented process requiring department heads to submit notice of outside employment, and 2) upon receiving such notice, does your municipality have a documented process within its human resources function to determine whether or not a conflict of interest exists?</td>
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### Denville Township (Morris)

<table>
<thead>
<tr>
<th>Answer</th>
<th>Question</th>
<th>Comments</th>
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<tr>
<td>1408</td>
<td>Many municipalities have created one or more authorities (including fire districts, utilities authorities, redevelopment authorities, housing authorities, port authorities, etc.) to provide greater focus and attention on addressing a public need, or to reduce governing body burdens. While creation of an authority is often appropriate, and many authorities successfully fulfill their missions, authorities with weak membership or insufficient local-level monitoring can become wasteful, inefficient and unresponsive to the public they serve. N.J.S.A. 40A:5A-20 allows a local governing body to dissolve an authority subject to certain parameters and with Local Finance Board approval. Municipalities should at least annually assess the authority or authorities they created and publicly discuss their findings and conclusions. Findings and conclusions should address whether their existing authorities 1) continue to serve the public interest, and 2) are more efficient than other potential alternatives in providing services and financing public facilities. Within the past year, 1) has the above-referenced discussion appeared as a listed agenda item on a scheduled governing body meeting, and 2) do the findings and conclusion appear in publicly-available meeting minutes? Please identify the meeting date under &quot;Comments&quot;.</td>
<td>Due to budget and staffing constraints separation of duties can not be obtained. Monthly court reconciliations are now handled in the finance department to ensure payments are disbursed by the 15th of the month. CAP was submitted June 14, 2017</td>
</tr>
<tr>
<td>8</td>
<td>N/A</td>
<td></td>
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<tr>
<td>9</td>
<td>Audit findings address areas needing improvement. Ignoring these findings devalues the process; therefore, municipalities should correct noted deficiencies. Have all audit findings from the 2015 audit been 1) identified in the corrective action plan and 2) addressed such that they are not repeated in the 2016 audit? If the answer is no, please list the repeat findings, along with the date the corrective action plan was submitted to DLGS, under Comments. Only answer &quot;N/A&quot; if there were no audit findings in 2014.</td>
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<td>10</td>
<td>Yes</td>
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<td></td>
<td>Payments In Lieu of Taxed (PILOTs) are often used as a tool for economic development. It is imperative that municipalities monitor PILOT agreements to ensure recipients complying with all agreement terms, including but not limited to timely payment and reporting. Does your municipality 1) have an official designated to monitor exemptions granted pursuant to the Long-Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) and Five-Year Exemptions/Abatements granted pursuant to N.J.S.A. 40A:21-1 et seq., and 2) have in place a documented process for ensuring compliance with the terms of each PILOT agreement?</td>
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<td>Answer</td>
<td>Question</td>
<td>Comments</td>
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<tr>
<td>Yes</td>
<td>**N.J.S.A. 40A:5-4 requires municipalities to complete their annual audit for the preceding fiscal year within 6 months after the close of their fiscal year. Further, <strong>N.J.S.A. 40A:5-6 requires the municipality’s auditor to submit a certified duplicate copy of the audit report and recommendations with the Division within 5 days after filing the original with the municipal clerk. Has your municipality received its completed audit for the preceding fiscal year within the statutory timeframe, and confirmed that your auditor has filed a certified duplicate copy of the audit report with the Division? You may only answer this question “N/A” if the Director expressly granted an extension in response to a governing body resolution petitioning for same.</strong></td>
<td></td>
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<tr>
<td>Yes</td>
<td>Pursuant to <strong>N.J.S.A. 40A: 2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. The annual debt statement must be filed electronically following the procedure described in Local Finance Notice 2013-3. Did your municipality file its electronic Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?</strong></td>
<td></td>
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<tr>
<td>Yes</td>
<td>While the issuance and renewal of bond anticipation notes can be a reasonable and prudent financing mechanism, failing to take advantage of low interest rates on permanent financing can cause municipalities to incur unnecessary carrying costs and inflated costs of issuance. Has your municipality evaluated its outstanding bond anticipation notes and developed a strategy to move toward permanent financing?</td>
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<tr>
<td>Answer</td>
<td>Question</td>
<td>Comments</td>
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<tr>
<td>N/A</td>
<td>Pursuant to <strong>N.J.S.A. 40A:11-25</strong>, the Director of the Division of Local Government Services must approve all prequalification regulations enacted by contracting units subject to the Local Public Contracts Law. Prequalification requirements can be fixed according to experience, financial ability, capital, and equipment. Absent Director approval, bid prequalification regulations are of no force and effect and may not be required as a condition of bid acceptance on any public contract. Local Finance Notice 2016-12 goes into further detail concerning prequalification regulations under the Local Public Contracts Law. Is your municipality following the process set forth in <strong>N.J.S.A. 40A:11-25</strong>, including seeking Director approval prior to implementing and enforcing all prequalification regulations? “N/A” is only applicable where the municipality has not adopted any prequalification regulations.</td>
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<tr>
<td>Yes</td>
<td><strong>N.J.A.C. 5:30-3.8(a)</strong> requires that the introduced annual municipal budget incorporate a User-Friendly Budget section. Is your municipality providing the public with its introduced User-Friendly Budget at least one week prior to the date of the public hearing on adopting the annual budget?</td>
<td></td>
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<tr>
<td>Yes</td>
<td>Unless the Director sets forth a later date pursuant to <strong>N.J.S.A. 40A:4-5.1</strong>, <strong>N.J.S.A. 40A:4-5</strong> requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and <strong>N.J.S.A. 40A:4-10</strong> requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). Did your municipality introduce and adopt its current year budget no later than the dates provided by law or as extended by the Director in Local Finance Notice 2016-20? This question may only be answered N/A if your municipality is under State Supervision or if the Division instructed the municipality to delay budget adoption.</td>
<td></td>
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<tr>
<td>No</td>
<td>Question</td>
<td>Comments</td>
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<tr>
<td>17</td>
<td>Does your municipality exclude from healthcare coverage part-time elected and appointed officials (less than 35 hours per week)? Only answer &quot;yes&quot; if no part-time elected or appointed officials receive health benefits. If your municipality has part-time elected or appointed officials who elect to take State Health Benefits Program (SHBP) health benefits (or receive a waiver for not doing so) by virtue of serving in their position continuously since May 21, 2010, you must answer &quot;No&quot;. If you answered &quot;No&quot;, please list in the Comments section the name and title of each elected or appointed official receiving either health benefits or a waiver payment in lieu of health benefits.</td>
<td></td>
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<tr>
<td>18</td>
<td>Is your municipality collecting at least the amount set forth by the Chapter 78 Grid for health benefit contributions (or 1.5% of base salary, whichever is greater) for all officers and employees?</td>
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<tr>
<td>19</td>
<td>Payments for waivers filed before May 21, 2010, and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee’s waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or $5,000. When calculating an employee’s waiver payment, the local unit must deduct the employee’s healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments lower than the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. Does your municipality 1) refrain from paying waiver payments in excess of the statutory maximum; 2) deduct employee healthcare contribution obligations from the total premium cost, when calculating waiver payments; and 3) refrain from incorporating healthcare waiver payments in any labor agreement? “N/A” is only applicable where the municipality has a policy of not making payments in lieu of health benefits.</td>
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<td>Question</td>
<td>Answer</td>
<td>Comments</td>
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<td>--------------------------------------------------------------------------</td>
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<tr>
<td>The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (you should consult with labor counsel for more detailed guidance). Exempt status would also preclude overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered to be a form of overtime pay unless such leave is utilized in the same pay period. <strong>Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?</strong></td>
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<tr>
<td>For any employees covered by a collective bargaining agreement, has your municipality instituted a policy to not compensate said employees for sick leave accumulated after a certain date? If such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining, your answer can be “N/A”. If answering &quot;N/A&quot;, the municipality must identify under “Comments” each such provision imposed by an arbitrator, along with the status of the collective bargaining negotiations to eliminate each such provision.</td>
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<tr>
<td>Has your municipality instituted a written policy to not compensate non-union employees for sick leave accumulated after a certain date?</td>
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<tr>
<td>Has your municipality adopted an ordinance, resolution, regulation or written policy eliminating longevity awards, bonuses or payments for non-union employees?</td>
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</tbody>
</table>
### Denville Township (Morris)

**Please see Color Key at bottom of sheet for limits on answers**

<table>
<thead>
<tr>
<th>Answer</th>
<th>Question</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Yes</td>
<td><strong>For any employees covered by a collective bargaining agreement, has your municipality eliminated all longevity awards, bonuses or payments for employees hired on or after a specified date, and refrained from increasing any longevity awards, bonuses or payments for employees hired before a specified date?</strong> The answer to this question can be &quot;N/A&quot; if such provisions were imposed by an arbitrator in binding arbitration but the municipality is seeking to eliminate such a contractual obligation through collective bargaining. If answering &quot;N/A&quot;, the municipality must identify under “Comments” each such provision imposed by an arbitrator, along with the status of the collective bargaining negotiations to eliminate each such provision.</td>
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<tr>
<td>25 Yes</td>
<td><strong>Employee personnel manuals or handbooks serve as a valuable tool to convey a municipality’s policies, procedures and benefits. Many insurance carriers encourage the adoption of such a document and offer discounted rates for their use. These publications should review employees’ rights and obligations in areas ranging from discrimination, safety, violence, and harassment to vacation and sick days, holidays, use of township vehicles, smoking and political activity, among others. Has your municipality adopted or updated an employee personnel manual/handbook by resolution or ordinance within the last five years? If yes, please provide in the Comments section the date of the meeting at which the personnel manual was adopted or updated.</strong></td>
<td>Aug-16</td>
</tr>
<tr>
<td>Question</td>
<td>Comments</td>
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<tr>
<td><strong>Chief Administrative Officer’s Certification</strong></td>
<td>Certification #(s)</td>
<td></td>
</tr>
<tr>
<td>I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge.</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td><strong>Name &amp; Title</strong></td>
<td><strong>Score (Yes + N/A)</strong></td>
<td></td>
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<tr>
<td>Steven Ward</td>
<td>96%</td>
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</table>

| **Chief Financial Officer’s Certification** | Certification #(s) |
| I hereby certify that the information provided in this Best Practices Inventory is accurate to the best of my knowledge. | Date |
| **Name** | **Score %** |
| Michael J Guarino | N-0600 |

<p>| <strong>Municipal Clerk’s Certification</strong> | Certification #(s) |
| I hereby certify that the Governing Body of the Township of Denville in the County of Morris, discussed the CY 2017/SFY 2018 Best Practice Inventory as completed herein at a public meeting on September 5, 2017, with the Inventory results, and the certification thereof by the Chief Administrative and Chief Financial Officers, respectively, to be stated in the minutes of said public meeting. | Date |
| <strong>Name</strong> | <strong>Score %</strong> |
| Kathryn Bowditch-Leon | C-1757 |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Table of Weblinks</th>
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<table>
<thead>
<tr>
<th>Score</th>
<th>Aid Withheld</th>
</tr>
</thead>
<tbody>
<tr>
<td>21-25</td>
<td>No Penalty</td>
</tr>
<tr>
<td>16-20</td>
<td>25% of final CMPTRA and ETR payment withheld</td>
</tr>
<tr>
<td>11-15</td>
<td>50% of final CMPTRA and ETR payment withheld</td>
</tr>
<tr>
<td>6-10</td>
<td>75% of final CMPTRA and ETR payment withheld</td>
</tr>
<tr>
<td>0-5</td>
<td>100% of final CMPTRA and ETR payment withheld</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING RAFFLE LICENSES
IN THE TOWNSHIP OF DENVILLE

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.A.L. Denville</td>
<td>Tricky Tray</td>
<td>10/01/2017</td>
</tr>
<tr>
<td>Our Lady of Mount Carmel Church</td>
<td>On Premise 50/50</td>
<td>10/02/2017</td>
</tr>
<tr>
<td>Our Lady of Mount Carmel Church</td>
<td>On Premise Merchandise Raffle</td>
<td>10/02/2017</td>
</tr>
<tr>
<td>PBA Local 142 Denville Civic Association</td>
<td>On Premise 50/50</td>
<td>10/27/2017</td>
</tr>
<tr>
<td>Morris Catholic High School</td>
<td>Casino Night</td>
<td>11/04/2017</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at the Council meeting held on September 5, 2017.

Certification Date: ________________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
WHEREAS, the Township of Denville Police Department had applied for the DRIVE SOBER OR GET PULLED OVER 2017 STATEWIDE LABOR DAY CRACKDOWN GRANT from the New Jersey Division of Highway Traffic Safety; and

WHEREAS, the State of New Jersey has awarded said grant to the Township of Denville in the amount of $5,500; and

WHEREAS, the grant will pay for Police Officers to work overtime to enforce laws effecting the safety and welfare of the people of Denville and to raise awareness about the dangers of drinking and driving.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted to accept the “DRIVE SOBER OR GET PULLED OVER 2017 STATEWIDE LABOR DAY CRACKDOWN GRANT” from the State of New Jersey in the amount of $5,500 and for the Chief of Police and Chief Municipal Finance Officer to sign the Grant Acceptance Conditions on behalf of the municipality.

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 September 5, 2017.
RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-87 FOR THE DRIVE SOBER OR GET PULLED OVER GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, in the county of Morris, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2017 in the sum of $5,500, which is now available from NJ Division of Highway Traffic Safety Drive Sober or Get Pulled Over Grant in the amount of $5,500.

BE IT FURTHER RESOLVED that the like sum of $5,500 is hereby appropriated under the caption Drive Sober or Get Pulled Over.

BE IT FURTHER RESOLVED that the above is a result of funds from NJ Division of Highway Traffic Safety Drive Sober or Get Pulled Over in the amount of $5,500.

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 September 5, 2017.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING REFUND
OF RECREATION DEPARTMENT FEES

WHEREAS, a certain resident of the Township of Denville has paid program fees to the Recreation Department; and

WHEREAS, this resident did not avail themselves of the program for which said fees were paid.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville that a refund, in the amount designated in this resolution, be authorized to be issued to the resident named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
<th>PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mitchell Kowalski</td>
<td>$690.00</td>
<td>Summer Plus Camp</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 5, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION REFUNDING THE OVERPAYMENT OF 2017 TAXES

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

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

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

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>40702 3</td>
<td>Overpayment due to credit from 2016 revaluation of property</td>
<td>Noreen Schmid/Kevin Jones 38 Woodstone Rd Rockaway, NJ 07899</td>
<td>$248.02</td>
</tr>
<tr>
<td>20901 1 C3810</td>
<td>2016 Veteran Deduction was granted after taxes were paid.</td>
<td>David/ Christine Weinberg 3810 Scenic Ct Denville, NJ 07834</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Loc: 38 Woodstone Rd.

Loc: 3810 Scenic Ct.

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 September 5, 2017.

Certification Date

Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE RELEASE OF A CONSTRUCTION PERFORMANCE GUARANTEE FOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 30 MOUNTAIN ROAD

WHEREAS, Frederick and Larysa Breem posted to the Construction Department a cash performance guarantee in the amount of $20,000 to ensure that application was made to the Board of Adjustment for ex post facto permission for steep slope disturbance for the premises located at 30 Mountain Road (Block 40604, Lot 9); and

WHEREAS, the Construction Official has confirmed that all conditions of this guarantee have been satisfied and the guarantee may now be released.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the cash performance guarantee in the amount of $20,000 plus the interest accrued is hereby released.

BY ORDER OF THE MUNICIPAL COUNCIL
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 September 5, 2017.
Sal

Thank You,

Fred Breem has met the conditions of his resolution and as such this Department takes no exception to the refund of his bond in the amount of $20,000.00.

Thank You,

Sal
Frederick and Larysa Breem  
104 Parks Road  
Denville, NJ 07834  
973-219-3030  

Township of Denville  
1 St. Marys Place  
Denville, NJ 07834  

July 21, 2017

Re: $20,000 Monies Held  
Board Meeting 6/2017  
Mountain Road, Denville

To Whom It May Concern,

Upon the conclusion of the said board meeting of June 2017 and the following meeting held in July with final resolution regarding our dispute over steep slope issues, we are requesting our deposit monies held in the amount of $20,000 be returned.

Please contact us via telephone or written mail to advise us of how we may obtain the refund.

Cordially,

Frederick and Larysa Breem
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 September 5, 2017.
RESOLUTION REFUNDING 2017 UTILITY OVERPAYMENT

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

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

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

<table>
<thead>
<tr>
<th>Block/Lot Qualifier</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20901/1 C3003</td>
<td>Both Attorney and homeowner paid 2nd quarter sewer fee.</td>
<td>Stephen Pinciotti</td>
<td>$106.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 Ashlyn Road</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Parsippany, NJ 07054</td>
<td></td>
</tr>
</tbody>
</table>

Loc: 3003 Vantage Ct

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of the resolution approved by the Municipal Council of the Township of Denville at their meeting held on September 5, 2017.

Dated: ________________________________

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION TO CANCEL INTEREST IN THE AMOUNT OF $30.82

WHEREAS, on August 10, 2017, the below named homeowner gave the Township a check for payment of the 3rd quarter 2017 taxes; and

WHEREAS, it was noted after the homeowner left that the check had not been signed; and

WHEREAS, the Township returned the unsigned check to the homeowner by U.S. Mail on August 14, 2017; and

WHEREAS, the due date for payment of 3rd quarter 2017 taxes was August 15, 2017 after which interest would be charged.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, that the Tax Collector is hereby authorized and directed to cancel the interest on the below named property.

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>OWNER</th>
<th>CANCELED</th>
</tr>
</thead>
<tbody>
<tr>
<td>40001.02</td>
<td>Julia H Chiu</td>
<td>$30.82</td>
</tr>
<tr>
<td>C1605</td>
<td>26 Jade Lane</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Denville, NJ 07834</td>
<td></td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 5, 2017.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION OF THE TOWNSHIP OF DENVILLE AUTHORIZING A SALE THROUGH GOVDEALS OF VARIOUS ITEMS OF MUNICIPAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE

WHEREAS, by Resolution 07-209, the Municipal Council of the Township of Denville authorized the use of an online auction service, pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30 for the sale of various items of municipal property no longer needed for public use and certain items confiscated by the Township Police Department, by entering into an agreement with GovDeals, Inc.; and

WHEREAS, the property, as contained in Schedule “A” attached, is not needed for public use; and

WHEREAS, the sale will be on-line at www.GovDeals.com and will be conducted pursuant to Local Finance Notice 2008-09; and

WHEREAS, the items described in Schedule “A” contain the most accurate information available to inform the public of the description of the items being sold; and

WHEREAS, the terms and conditions of the agreement entered into with the vendor are available on the vendor’s website and are also available in the Township of Denville Purchasing Department. It is understood that all merchandise is sold in an “AS IS” condition. Questions regarding the vehicles for sale can be obtained by calling the Denville Public Works Department at 140 Morris Avenue, Denville, NJ (973) 625-8334. Questions regarding all other items can be obtained by calling the Purchasing Department at (973) 625-8300 ext. 296.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville hereby authorizes the sale of items of municipal property no longer needed for public use as contained in Schedule “A” attached, at a sale to be held on-line beginning September 20, 2017 through October 3, 2017; and

BE IT FURTHER RESOLVED that the bidders must be pre-registered and approved by the vendor at www.GovDeals.com. Payment by the bidder must be made directly to GovDeals within 5 business days (excluding holidays) of winning bid; and

BE IT FURTHER RESOLVED that the successful bidder of the sale of the items will be confirmed at the meeting of the Municipal Council of the Township of Denville to be held on October 3, 2017. The successful bidders will be able to pick up vehicles and equipment at the Department of Public Works, 140 Morris Avenue and pick up printers at the Municipal Building, 1 St. Mary's Place; and

BE IT FURTHER RESOLVED that a Certified Copy of this Resolution shall be forwarded to the Division of Local Government Services.

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 September 5, 2017.

Certification Date

Kathryn Bowditch-Leon, RMC
Municipal Clerk
## SCHEDULE A

### VEHICLES:

<table>
<thead>
<tr>
<th>VIN NUMBER</th>
<th>YEAR</th>
<th>MAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>VGGGM112B3LB068509</td>
<td>1990</td>
<td>Mack</td>
</tr>
<tr>
<td>2FABP71BV8AX143597</td>
<td>2010</td>
<td>Ford C.V.</td>
</tr>
<tr>
<td>2FAHP71WX5X120395</td>
<td>2005</td>
<td>Ford C.V.</td>
</tr>
<tr>
<td>1GWD52JXY6350993</td>
<td>2000</td>
<td>Chevy Malibu</td>
</tr>
<tr>
<td>3FAFP31303R130371</td>
<td>2003</td>
<td>Ford Focus</td>
</tr>
<tr>
<td>1J4FJ27SXVL602382</td>
<td>1997</td>
<td>Jeep Cherokee</td>
</tr>
<tr>
<td>1HSSDAAN2TH251502</td>
<td>1996</td>
<td>International</td>
</tr>
<tr>
<td>2FAHP71V98X123963</td>
<td>2008</td>
<td>Ford C.V.</td>
</tr>
<tr>
<td>2FAFP71W72X115075</td>
<td>2002</td>
<td>Ford C.V.</td>
</tr>
<tr>
<td>3B6MF3655WM250817</td>
<td>1998</td>
<td>Dodge 3500</td>
</tr>
<tr>
<td>1FDAF57P93ED58252</td>
<td>2003</td>
<td>Ford F550 Cab</td>
</tr>
<tr>
<td>1J4GL48KG33W612319</td>
<td>2003</td>
<td>Jeep Patriot</td>
</tr>
<tr>
<td>1J4GL48KG4W180505</td>
<td>2004</td>
<td>Jeep Patriot</td>
</tr>
<tr>
<td>1FTWX31587EA22763</td>
<td>2007</td>
<td>Ford F350</td>
</tr>
<tr>
<td>3FTHF36F5VMA50976</td>
<td>1997</td>
<td>Ford F350</td>
</tr>
<tr>
<td>1FDSF35541EA45462</td>
<td>2001</td>
<td>Ford F350</td>
</tr>
<tr>
<td>1FDXK84A2JVA17280</td>
<td>1988</td>
<td>Ford F800 Cab</td>
</tr>
<tr>
<td>2FAHP71W86X101703</td>
<td>2006</td>
<td>Ford C.V. FD</td>
</tr>
<tr>
<td>2FAFP71W13X201998</td>
<td>2003</td>
<td>Ford C.V.</td>
</tr>
<tr>
<td>1HSSDAAN2YH242709</td>
<td>2000</td>
<td>International Cab</td>
</tr>
<tr>
<td>1D4HB38N75F616784</td>
<td>2005</td>
<td>Dodge Durango</td>
</tr>
<tr>
<td>1GNLCE2E8DR347317</td>
<td>2013</td>
<td>Chevy Tahoe</td>
</tr>
</tbody>
</table>

### EQUIPMENT:

<table>
<thead>
<tr>
<th>SERIAL NUMBER</th>
<th>ITEM</th>
<th>MAKE/MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>5555A</td>
<td>2-Port Power Unit</td>
<td>Hurst 220 Volt</td>
</tr>
<tr>
<td></td>
<td>Portable Pump w/ 5HP Briggs and Stratton Engine</td>
<td>Hurst / 2G702-0701-01</td>
</tr>
<tr>
<td>94092058</td>
<td>1-Port Power Unit</td>
<td>Hurst / 363R262</td>
</tr>
<tr>
<td>E007746</td>
<td>Truck Mounted Hose Reel w/ Hurst Hose</td>
<td>Hannay Reels / EF 2014-17-18 RT H10.5H</td>
</tr>
<tr>
<td>1577179</td>
<td>Truck Mounted Hose Reel w/ Hurst Hose</td>
<td>Hannay Reels / EF 2014-17-18 RT H10.5H</td>
</tr>
<tr>
<td>1577178</td>
<td>Truck Mounted Hose Reel w/ Hurst Hose</td>
<td>Hannay Reels / EF 2014-17-18 LT H10.5H</td>
</tr>
<tr>
<td>1577181</td>
<td>Hydraulic Spreaders</td>
<td>Hurst</td>
</tr>
<tr>
<td>1351</td>
<td>Hydraulic Cutters</td>
<td>Hurst</td>
</tr>
<tr>
<td>4465</td>
<td>Hydraulic Combination Tool</td>
<td>Hurst</td>
</tr>
<tr>
<td>54054 B</td>
<td>Hydraulic Combination Tool</td>
<td>Hurst</td>
</tr>
</tbody>
</table>

### PRINTERS:

<table>
<thead>
<tr>
<th>SERIAL NUMBER</th>
<th>ITEM</th>
<th>MAKE/MODEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNGY514308</td>
<td>Printer</td>
<td>HP Laser Jet 4300</td>
</tr>
<tr>
<td>JPBLM58071</td>
<td>Printer</td>
<td>HP Laser Jet 8150N</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SITE ACCESS AGREEMENT WITH ARCADIS U.S. INC.

WHEREAS, the Township of Denville is the owner of property located at 27 West Main Street in Denville Township; and

WHEREAS, in May 2009, the Township entered into an Access Agreement with ExxonMobil to allow ExxonMobil to conduct an environmental investigation at the subject property due to a release of petroleum hydrocarbons at 30 West Main Street; and

WHEREAS, the Township granted a license in August 2010 to ExxonMobil’s environmental consultant, Kleinfelder East, Inc. to allow continued access to the Township’s property to conduct the investigation; and

WHEREAS, the Township has been advised that ExxonMobil transferred the site to PMG New Jersey II, LLC, and that PMG has assumed the remedial obligation for the subject site and retained Arcadis U.S., Inc. to continue the environmental investigation; and

WHEREAS, the Township executed a License Agreement with Arcadis U.S., Inc. to permit Arcadis U.S. Inc. to continue the environmental investigation work, as approved by Council Resolution R-13-63, a Resolution Authorizing the Mayor and Municipal Clerk to Execute a License Agreement with Arcadis U.S. Inc.

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

1. The Mayor and Municipal Clerk are hereby authorized to execute an Amendment to the Site Access Agreement dated April 8, 2013, which would modify the scope permitted in the existing Site Access Agreement.

2. Copies of the License Agreement and the Amendment to Site Access Agreement are on file in the office of the Municipal Clerk for inspection by the public.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at the Council meeting held on September 5, 2017.

Certification Date: 

Kathryn Bowditch-Leon, RMC
Municipal Clerk
AMENDMENT TO SITE ACCESS AGREEMENT DATED APRIL 8, 2013

Re: 27 West Main Street
Denville, New Jersey
Block 50308, Lot 3

This shall serve as amendment to the Site Access Agreement dated April 8, 2013 ("the License") entered into by and between Arcadis U.S., Inc. ("Licensee") and Township of Denville, New Jersey (the "Licensor"), the landowner of the real property located at 27 West Main Street, Township of Denville, County of Morris, New Jersey, Block: 50308, Lot: 3 (the "Property"). The Licensee and the Licensor entered into the Agreement for the purpose of allowing the Licensee and its representatives to enter the Property and perform environmental work under government agency oversight or direction, as defined in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

The parties hereby agree to amend Grant of License of the Agreement to read as follows:

Licensor grants to Licensee a License to perform the following acts on the Property (hereinafter referred to as "the Work"), to be conducted in connection with an environmental investigation at Exxon facility # 30222 located at 30 West Main Street in Denville, Morris County, New Jersey ("the Site"). Licensee is continuing the work that was performed by Kleinfelder East, Inc. ("Kleinfelder") on the Property as part of the corrective action activities at the Site under the License Agreement between Licensor and Kleinfelder dated August 31, 2010.

The Work shall include:

- Conduct a utility search using ground penetrating radar or other geotechnical techniques and one monitoring well (MW-23) using direct-push, hollow-stem auger, or other appropriate drilling methods in the approximate location.
- Periodically gauge, monitor, survey, maintain or sample previously installed monitoring wells MW-9, MW-10, MW-15, MW-18;
- Conduct groundwater sampling of the monitoring wells on a quarterly basis;
- Temporary staging of vehicles and equipment associated with the aforementioned activities;
- Temporary staging of wastes generated during the aforementioned activities;
- Removal of wastes generated during the aforementioned activities; and
- Subsequent installation and sampling of additional monitoring wells or collection of soil samples, if deemed necessary by the NJDEP, or a New Jersey Licensed Site Remediation Professional; and
- Decommission of the groundwater monitoring wells in accordance with applicable law for decommissioning wells after completion of the Work.
Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent. Licensee agrees to provide Licensor at least five business days' notice of the above referenced activities. The Licensee shall use best efforts to minimize inconvenience to Licensor.

All of the terms and conditions as stated in the Agreement shall remain in full force and effect and incorporated by reference herein, except as set for in this Amendment.

Arcadis:  
Date: ________________  
By: ________________  
Name: ________________  
Title: ________________  

Arcadis U.S., Inc.

OWNER:  
Date: ________________  
By: ________________  
Name: ________________  
Title: ________________  

Township of Denville
LICENSE AGREEMENT

Identification of Parties

1. This Site Access License Agreement (hereinafter referred to as "the License") is entered into between the Township of Denville, New Jersey (hereinafter referred to as "Licensor") and ARCADIS U.S., Inc. (hereinafter referred to as "Licensee"), located at 160 Chapel Road, Suite 201, Manchester, CT 06042.

Property Description

2. Licensor is the owner of certain real property located at 27 West Main Street (Block 50308, Lot 3) situated in the Township of Denville, Morris County, New Jersey hereinafter referred to as "the Property").

Grant of License

3. Licensor grants to Licensee a License to perform the following acts on the Property (hereinafter referred to as "the Work"), to be conducted in connection with an environmental investigation at Exxon facility # 30222 located at 30 West Main Street in Denville, Morris County, New Jersey ("the Site"). Licensee is continuing the work that was performed by Kleinfelder East, Inc. ("Kleinfelder") on the Property as part of the corrective action activities at the Site under the License Agreement between Licensor and Kleinfelder dated August 31, 2010.

The Work shall include:

- Conduct a utility search using ground penetrating radar or other geotechnical techniques and re-install MW-19 using direct-push, hollow-stem auger, or other appropriate drilling methods in the approximate location.
- Periodically gauge, monitor, survey, maintain or sample previously installed monitoring wells MW-9, MW-10, MW-15, MW-18;
- Conduct groundwater sampling of the monitoring wells on a semiannual basis (April and October);
- Temporary staging of vehicles and equipment associated with the aforementioned activities;
- Temporary staging of wastes generated during the aforementioned activities;
- Removal of wastes generated during the aforementioned activities; and
- Subsequent installation and sampling of additional monitoring wells or collection of soil samples, if deemed necessary by the NJDEP, or a New Jersey Licensed Site Remediation Professional; and
- Decommission of the groundwater monitoring wells in accordance with applicable law for decommissioning wells after completion of the Work.

Licensee may not use the Property for any other purpose or business without obtaining Licensor's prior written consent. Licensee agrees to provide Licensor at least five business days' notice of the above referenced activities. The Licensee shall use best efforts to minimize inconvenience to Licensor.

Assignment

4. Under no circumstances shall this License be assignable by either Licensee or Licensor to any party that is not a signatory to this License without the prior written consent of the other party. Notwithstanding the foregoing, Licensor may assign this License without Licensee's consent, in connection with the sale of the Property.
Term

5. The duration of the License shall be for a fixed term only and shall commence on the date that this License Agreement is executed by both Licensee and Licensor and terminate 30 days following the New Jersey Department of Environmental Protection issuing unconditional No Further Action for the ExxonMobil Release, or a Remedial Action Outcome.

Termination of Occupancy

6. On or before the termination date specified in Paragraph 5 of this Agreement, Licensee shall remove all of Licensee's personal property from the Property and shall surrender and/or return possession of the Property to Licensor in good order and repair to the reasonable satisfaction of Licensor, normal wear and tear excepted.

Indemnity

7. Indemnification of Licensor. Licensee agrees to indemnify Licensor from and against all claims, liabilities, losses, damages, or expenses caused by the negligence or other fault of Licensee and its employees, agents, representatives, separate contractors, and all other entities or persons for whom Licensee is legally responsible (the "Licensee Parties"), but only to the proportional extent caused by the negligence or other fault of the Licensee Parties when compared to the negligence or other fault of all other persons and entities. This obligation of Licensee to indemnify Licensor shall not require Licensee to defend Licensor against such claims, liabilities, losses, damages, or expenses in advance of any final judgment determining such proportional extent of the negligence or other fault of the Licensee Parties. In the event of a final judgment determining such proportional extent of the negligence or other fault of the Licensee Parties, Licensee shall reimburse to Licensor the Licensee Parties' proportional share of any indemnity payment by Licensor and the Licensee Parties' proportional share of any attorney's fees and other legal expenses reasonably incurred by Licensor.

Indemnification of Licensee. Licensor agrees to indemnify Licensee from and against all claims, liabilities, losses, damages, or expenses caused by the negligence or other fault of Licensor and its employees, agents, representatives, separate contractors, and all other entities or persons for whom Licensor is legally responsible (the "Licensor Parties"), but only to the proportional extent caused by the negligence or other fault of the Licensor Parties when compared to the negligence or other fault of all other persons and entities. This obligation of Licensor to indemnify Licensee shall not require Licensor to defend Licensee against such claims, liabilities, losses, damages, or expenses in advance of any final judgment determining such proportional extent of the negligence or other fault of the Licensor Parties. In the event of a final judgment determining such proportional extent of the negligence or other fault of the Licensor Parties, Licensor shall reimburse to Licensee the Licensor Parties' proportional share of any indemnity payment by Licensee and the Licensor Parties' proportional share of any attorney's fees and other legal expenses reasonably incurred by Licensee.

Neither party is liable to the other for the negligence, wrongful acts, willful misconduct, or other fault of any other parties. Licensee agrees that Licensee will have limited or no continuous control over the acts of third parties on or about the location of Licensee's equipment and cannot be held liable for acts or damages caused by others. Neither party shall be liable to the other for consequential damages, including but not limited to punitive, exemplary, multiple, incidental, collateral, loss of use, loss of profits or other types of special damages.

Insurance

8. Licensee and its employees and agents are protected by Worker's Compensation Insurance, Employer's Liability Insurance, General Liability Insurance and Automobile Insurance for bodily injury and property damage ("the Coverage") and will furnish to Licensor evidence thereof prior to entry on the Property upon request. The Coverage may not be materially changed or terminated without at least 30 days prior written notice to Licensor.
Bond

9. Licensee shall post to Licensor a bond in the amount of $5,000.00 to repair any damage during the access and to properly seal the wells if the project is abandoned.

Attorney's Fees

10. Subject to the terms and provisions of Paragraphs 7 hereof, if any legal proceeding or action arising out of or relating to this Agreement is brought by either party to the Agreement, each party shall bear sole responsibility for its own attorney's fees and costs that may be incurred in the prosecution and/or defense of any such proceeding or action.

Entire Agreement

11. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force effect. This License shall be binding on the parties' successors and permitted assigns. Any amendment shall be of no force and effect and will not be binding on either party hereto unless it is in writing and signed by the Licensor and Licensee.

LICENSOR

ATTEST:

[Signature]
Municipal Clerk

DATED:

APPROVED:

[Signature]
Mayor, Township of Denville, NJ

LICENSEE/AUTHORIZED AGENT

DATED: 4/8/13

[Signature]
ARCADIS U.S., Inc.
Denise Dixon, Project Manager
RESOLUTION

WHEREAS, the Township of Denville is the owner of property located at 27 West Main Street in Denville Township; and

WHEREAS, in May 2009, the Township entered into an access agreement with ExxonMobil to allow ExxonMobil to conduct an environmental investigation at the subject property due to a release of petroleum hydrocarbons at 30 West Main Street; and

WHEREAS, the Township granted a license in August 2010 to ExxonMobil's environmental consultant, Kleinfelder East, Inc. to allow continued access to the Township's property to conduct the investigation; and

WHEREAS, the Township has been advised that ExxonMobil transferred the site to PMG New Jersey II, LLC, and that PMG has assumed the remedial obligation for the subject site and retained Arcadis U.S., Inc. to continue the environmental investigation; and

WHEREAS, Arcadis U.S. Inc. has requested an updated license agreement to permit them to continue the environmental investigation work.

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

1. The Mayor and Township Clerk are hereby authorized to execute a License Agreement with Arcadis U.S. Inc. to continue the environmental investigation at property owned by the Township and located at 27 West Main Street, Denville, New Jersey.

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

3. This Resolution shall take effect immediately.
RESOLUTION AUTHORIZING ISSUANCE OF A SOCIAL AFFAIR PERMIT BY THE STATE OF NEW JERSEY DIVISION OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, the below listed organization has submitted an application for a Social Affair Permit; and

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

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

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

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>EVENT</th>
<th>LOCATION</th>
<th>DATES</th>
<th>HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Catholic High School</td>
<td>Casino Night</td>
<td>Morris Catholic High School&lt;br&gt;200 Morris Avenue&lt;br&gt;Denville</td>
<td>11/4/2017</td>
<td>7:00 P.M. to 11:00 P.M.</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 5, 2017.

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

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

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

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

WHEREAS, the Township wishes to retain the services of Extra Duty Solutions to administer all details of the Denville Police Department’s extra duty details; and

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

WHEREAS, the term of this contract is one (1) year unless sooner terminated by either party upon thirty (30) days’ prior written notice; and

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 5, 2017.

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

THIS AGREEMENT, made this day of , 2017, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Company")

(Collectively, "Parties")

WITNESSETH:

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

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

WHEREAS, the Township desires to enter into a written contract with Extra Duty Solutions to provide such services, in accordance with its proposal dated August 8, 2017.

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

1. The Company agrees to provide services to administer the Denville Police Department's extra duty details in accordance with the Company's proposal dated
2. The Company shall be compensated in accordance with the fees established in the attached Proposal. There shall be no cost to the Township.

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

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

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

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 30 (thirty) days' prior written notice.

6. This Agreement is not assignable or transferrable.

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

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

10. The laws of the State of New Jersey shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the State of New Jersey.

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

ATTEST:                      TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Clerk  By:  ________________________________

Thomas W. Andes, Mayor

ATTEST:

By: ________________________________
A Notary Public of New Jersey
My Commission expires
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding details the working relationship between Hart Halsey LLC DBA Extra Duty Solutions (the "Company") located at 101 Merritt Blvd, Suite 21, Trumbull CT 06611 and ___________________________ (the "Agency") located at ___________________________. This MOU goes into effect on ____________, __ 20__ and terminates upon written notification as per Section 4 below.

Section One: Overview

During the term of this MOU, the Company agrees to administer the extra duty program of the Agency. This entails interacting with entities and individuals (the "Customers") wishing to hire the Agency's sworn officers in extra duty capacities, communicating extra duty details to the Agency's officers, scheduling the officers into the extra duty details, paying the officers and invoicing/collecting payment from the Customers. The Company will charge an administrative fee to the Customers, but will not charge any fee to the Agency.

Section Two: Operational Details

The Company agrees to provide the following services as part of this agreement:

1. A single, local phone number and email address to serve as the focal point of communications between Customers and the Company as well as Agency personnel and the Company.
2. An account team consisting of an account manager as well as one or more account coordinators to administer the program, including interacting via phone, email and/or text with Customers and Agency personnel.
3. 24/7/365 phone coverage with the account team (normal working hours) and the off-hours account team (outside of normal working hours) to handle Customer and Agency inquires and requests. All account team members will be W2 employees of the Company.
4. An online customer portal for recurring customers to view their detail histories as well as future detail specifics and staffing levels.

Received 8/8/2017 via email
The Company and the Agency agree to maintain appropriate levels of liability and worker's compensation insurance. The Company will maintain a minimum of $2M per occurrence / $3M aggregate general and professional liability insurance with a waiver of subrogation at all times as well as worker's compensation insurance for the Company's W2 employees. The Company does not cover Agency personal with worker's compensation insurance regardless of the method of payment. Upon request from the Agency, the Company will name the Agency and its personal as additional insureds on the Company general and professional liability insurance.

Section Three: Responsibilities of Agency

The Agency agrees to:

1. Name a single point of contract for the Company (the “Liaison”). The Liaison will keep the Company informed of any desired changes to program rules, changes in the officer roster and changes to extra duty programs and work with the Company to help answer questions and resolve any issues.
2. Furnish the Company with needed information including the officer roster, listing and contract information for prior or recurring Customers, and any other required information to ensure the Company can administer the extra duty program in a manner consistent with Agency rules.

Section Four: Termination, Insurance and Payment

This MOU can be terminated by either the Agency or the Company with 30 days notice. The MOU remains in effect until a written termination is tendered.

The Company and the Agency agree to maintain appropriate levels of liability and worker's compensation insurance. The Company will maintain a minimum of $2M per occurrence / $3M aggregate general and professional liability insurance with a waiver of subrogation at all times as well as worker's compensation insurance for the Company's W2 employees. The Company does not cover Agency personal with worker's compensation insurance regardless of the method of payment. Upon request from the Agency, the Company will name the Agency and its personal as additional insureds on the Company general and professional liability insurance.
The Company agrees the only form of payment they will receive is an administrative fee they charge to the Customer directly as part of extra duty invoicing. This fee shall be set at:

7% of extra duty invoiced costs.

The Company will not levee any fees or charges to the Agency at any time.

Section Five: Process and Signatures

Upon execution of this MOU, the Company will conduct a "knowledge transfer" meeting to gain a thorough understanding of how the Agency requires their extra duty program to be administered. This will be followed by a training session(s) for officers as well as exiting Customer outreach/ introductions. Additionally, the Company will require 2-3 weeks to customize infrastructure to fit the Agency's program specifications.

By the Company:

____________________________
signature

____________________________
name

____________________________
title

By the Agency:

____________________________
signature

____________________________
name

____________________________
title

Received 8/8/2017 via email
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF CT 
COUNTY OF Fairfield 

ss: 

I, ___________ Rich Milliman ___________ being first duly sworn under oath affirm that I am ___________ 

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

Hart Halsey LLC DBA Extra Duty Solutions ___________ 

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

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES AND PROFESSIONAL SERVICES 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 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.
orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;
Certificate of Employee Information Report; or
Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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

(Signature)  (Title)

SWORN AND SUBSCRIBED TO BEFORE ME THIS ___ DAY OF Aug., 2017.

Notary Public of

My Commission Expires: ___

MICHELLE ROYSTER
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP 1/30/2021
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

COMPANY: ___________________ SIGNATURE: ___________________
PRINT NAME: ___________________ TITLE: ___________________ DATE: ___________________
<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxpayer Name</td>
<td>BRYAN, ADAM M</td>
</tr>
<tr>
<td>Trade Name</td>
<td>EXTRA DUTY SOLUTIONS</td>
</tr>
<tr>
<td>Address</td>
<td>281 NAUGATUCK AVE #5</td>
</tr>
<tr>
<td></td>
<td>MILFORD, CT 06460</td>
</tr>
<tr>
<td>Certificate Number</td>
<td>2030229</td>
</tr>
<tr>
<td>Effective Date</td>
<td>March 29, 2016</td>
</tr>
<tr>
<td>Date of Issuance</td>
<td>October 08, 2016</td>
</tr>
</tbody>
</table>

For Office Use Only:

20161008171952855
RESOLUTION REFUNDING THE OVERPAYMENT OF 2017 TAXES IN THE AMOUNT OF $3,317.50

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

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

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

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Reason for Refund</th>
<th>Owner or Mortgage Co.</th>
<th>Refund Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>70201 15.01</td>
<td>Both homeowner and mortgage co. paid 3rd quarter taxes.</td>
<td>H Volker/Karen Fuertges 111 Ford Road N Denville, NJ 07834</td>
<td>$3,317.50</td>
</tr>
</tbody>
</table>

I, Kathryn Bowditch-Leon, Municipal Clerk for the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on September 5, 2017.

Certification Date: ___________________________  Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE AFFORDABLE HOUSING TRUST FUND TO THE DENVILLE GENERAL TRUST FUND FOR COAH RELATED ADMINISTRATIVE COSTS

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

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

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

WHEREAS, the Township previously transferred the anticipated administrative costs for 2017 from the Affordable Housing Trust Fund to the Denville General Trust Fund; and

WHEREAS, those funds have been exhausted and the Township desires to transfer an additional $15,000 for administrative costs for calendar year 2017 actual and anticipated expenses to the Denville General Trust Fund; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #17- , which is annexed hereto and made a part thereof, that this agreement will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

17-280-56-000 $15,000.00; and

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

1. That the sum of $15,000 be transferred from the Affordable Housing Trust Fund to the Denville General Trust Fund for COAH related administrative costs.

2. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn Bowditch-Leon, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of the resolution adopted by the Municipal Council at their meeting held on September 5, 2017.

Certification Dated:_____________________________ 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 08/31/17

Township of Denville
1 Saint Mary's Place
Denville, NJ 07834
Name and Address of Contractor

COAH Administration Fees set by Resolution $15,000.00
Name of Description of Pending contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT. #, ORD. #</th>
<th>COAH</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>17-280-56-000</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Signed: __________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

17-280-56-000 $15,000.00

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

COMMENTS:
Fund availability are predicated on available budget

CERT17-22

Michael J. Guarino
Chief Financial Officer
08/31/17