TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING 7:30 P.M. DATE: JANUARY 22, 2013

PUBLIC COMMENTS:
COUNCIL REQUESTS THAT PUBLIC COMMENTS BE LIMITED TO (3) THREE MINUTES PER PERSON

PRESENTATIONS:
COUNCIL REQUESTS THAT PRESENTATIONS BE LIMITED TO (30) MINUTES OR LESS AND MUST BE PRE-ARRANGED WITH THE MUNICIPAL CLERK

SALUTE TO THE FLAG MEETING OPENED:__________________
INVOCATION MEETING CLOSED:__________________
NOTICE OF PUBLIC MEETING
ROLL CALL

GABEL_______ GOLINSKI________ KUSER_____________ LYDEN____
SCOLLANS____ SMITH________ PRESIDENT FITZPATRICK_________

IN ATTENDANCE

MAYOR ANDES_________ ADMINISTRATOR WARD ________________
TOWNSHIP ATTORNEY ________________________________

OTHERS:________________________________________

CEREMONIAL MATTERS AND/OR PRESENTATIONS

PRESENTATION BY KNUTH FARM TO ACO MEREDITH PETRILLO FOR ANIMAL SHELTER

COUNCIL LIAISON/COMMITTEE REPORTS

MAYOR’S REPORT

ADMINISTRATOR’S REPORT
PUBLIC PORTION

CORRESPONDENCE

MATTERS OF OLD AND/OR NEW BUSINESS

<table>
<thead>
<tr>
<th>ORDINANCE(S) FOR ADOPTION</th>
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<th>ORDINANCE(S) FOR INTRODUCTION</th>
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<tr>
<th>ITEMS FOR DISCUSSION AND/OR ACTION</th>
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<tr>
<th>RESOLUTIONS</th>
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<th>CONSENT AGENDA ITEMS</th>
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<tbody>
<tr>
<td>R-13-31#</td>
<td></td>
<td>RESOLUTION AUTHORIZING PARTICIPATION IN THE YEAR 2013 (MCARP) MORRIS COUNTY ADAPTIVE RECREATION PROGRAM</td>
</tr>
<tr>
<td>R-13-32#</td>
<td></td>
<td>RESOLUTION AUTHORIZING FILING OF AN APPLICATION FOR A MORRIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT</td>
</tr>
<tr>
<td>R-13-33#</td>
<td></td>
<td>RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS FOR DRUNK DRIVING ENFORCEMENT – DRIVE SOBER OR GET PULLED OVER 2012 YEAR END STATEWIDE CRACKDOWN GRANT</td>
</tr>
</tbody>
</table>
R-13-34# RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE

R-13-35# RESOLUTION AUTHORIZING ADVERTISING FOR BID FOR A 5 YEAR LICENSE TO CONDUCT AGRICULTURAL ACTIVITY AT KNUTH FARM

R-13-36# RESOLUTION AUTHORIZING THE WAIVER OF FEES FOR POLICE SERVICES FOR THE EVENTS HELD BY COMMUNITY GROUPS, CIVIC ORGANIZATIONS AND SCHOOLS FOR THE OVERALL BENEFIT OF THE TOWNSHIP OF DENVILLE

NON-CONSENT RESOLUTIONS

R-13-37 RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE DEMOLITION OF RIVERSIDE DRIVE PROPERTIES TO ALL COUNTY SERVICES, LLC

R-13-38 RESOLUTION AUTHORIZING THE TRANSFER OF CALENDAR YEAR 2012 BUDGET APPROPRIATIONS

R-13-39 RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE

R-13-40 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH JASON KASLER FOR PROFESSIONAL PLANNING SERVICES FOR 2013

R-13-41 RESOLUTION AUTHORIZING SETTLEMENT OF CERTAIN TAX APPEALS

MINUTES FOR ADOPTION 1-3-13 1-8-13 1-12-13

MOTION TO ADJOURN
RESOLUTION AUTHORIZING PARTICIPATION IN THE YEAR 2013
(McARP) MORRIS COUNTY ADAPTIVE RECREATION PROGRAM

WHEREAS, there has been created a Morris County Adaptive Recreation Program (McARP); and

WHEREAS, said program intends to provide recreational services for persons with disabilities of all ages, and further to give said persons an opportunity to explore new leisure time skills in conjunction with their age and abilities; and

WHEREAS, the total project cost is estimated to exceed $300,000.00, and the Township of Denville costs with respect thereto will be approximately $2,460.00 according to the Fair Share Ratio schedule.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Denville as follows:

1. The Township of Denville hereby intends to join the Morris County Adaptive Recreation Program (McARP) as described above and contribute thereto in the amount not in excess of the Fair Share Assessment for one year.

2. The Mayor and Municipal Clerk are hereby authorized to execute this agreement on behalf of the Municipality.

3. This Resolution shall take effect immediately.

I, DONNA I. COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE TO HEREBY
CERTIFY THE ABOVE TO BE A TRUE AND EXACT
COPY OF RESOLUTION APPROVED BY THE
MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE
AT THEIR MEETING HELD ON 1-22-13.

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION AUTHORIZING FILING OF AN APPLICATION FOR A
MORRIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT

BE IT RESOLVED by the Municipal Council of the Township of Denville
that authorization is hereby granted for all appropriate municipal officials to file
the necessary paperwork for a $67,000 Morris County Community Development
Block Grant for SENIOR CITIZEN CENTER IMPROVEMENT PROJECT.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, DONNA I. COSTELLO, MUNICIPAL CLERK
OF THE TOWNSHIP OF DENVILLE, DO HEREBY
CERTIFY THE ABOVE TO BE A TRUE AND EXACT
COPY OF A RESOLUTION APPROVED BY THE
MUNICIPAL COUNCIL AT THEIR MEETING HELD
ON 1-22-13.

CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
2013 CDBG APPLICATION

I. GENERAL
A. Grant Request
   $67,000
B. Applicant
   Township of Denville
C. Address of Applicant
   1 St. Marys Place
   Denville NJ 07834
D. Contact Person
   Mary Ann Cuneo
   973-625-9278
   engineering@denvillenj.org
E. DUNS Number
   080610264

II. ACTIVITY
A. Title
   Senior Citizens Center Improvement Project
B. Location
   100 East Main Street
C. Census: Tract
   414
   Block Group 2
   Age of Building N/A
D. Parcel: Block
   30701
   Lot 17
   Current Zone B-3

III. IMPLEMENTATION
If this activity cannot commence between 7/1/13 - 6/30/14 the applicant should not consider submitting the activity at this time. For your information, funds should be released by September 2013.
A. What is your anticipated start date?
   September 1, 2013
B. What is your anticipated completion date?
   October 31, 2013

IV. APPLICANT SIGNATURE
I certify that the information in this application is correct to the best of my knowledge.

(Signature)  STEVEN WARD
(Name) BUSINESS ADMINISTRATOR (Title)

8
V. ACTIVITY ELIGIBILITY & TYPE
A. Eligibility - Which criteria do this application meet (pg. 4):
☐ Benefits low/moderate income (Complete Page 11)
☐ Eliminates slum and blight (Call office)
☐ Meets an urgent need (Call office)
B. Type of Activity- Check only one and complete only the appropriate page:
☐ Public Improvement (Complete Page 12) ($40,000 min; $80,000 max.)
   Water/Sanitary Sewer, Streets, Curbs, etc.
☐ Public Facility (Complete Page 13) ($20,000 min; $80,000 max.)
   Parks, Senior Health Centers, Fire Protection, Historic Preservation, etc.
☐ Public Service (Complete applicable Page 14 OR Page 15) ($50,000 max.)
   Child Care, Meal Programs, Counseling, Dial-a-Ride, etc.
☐ Housing (Complete applicable Page 16 OR Page 17) ($20,000 min; $100,000 max.)
   Housing Rehabilitation, Acquisition for New Low Income Housing, etc.

VI. FUNDING
A. Grant Request $ 67,000.00
B. Other Funds
SOURCE, STATUS, AMOUNT Please separate entries with commas.

| Township Contribution/ In-kind Services | Pending | $7,735.00 |
| Architectural Drawings/Bid Specifications | Approval | $13,265.00 |

TOTAL OTHER FUNDING $ 21,000.00

C. Total Cost of Activity $ 68,000.00

D. If the source of "other funds" is from the municipality, are the necessary funds contained in the Capital or Current Budget? Yes

E. If the funds are from the Capital Budget, when will the municipality introduce a bonding ordinance? May 2013

VII. BUDGET INFORMATION
Based on the "Type of Activity," attach budget sheet(s) per the following specifications:

1. Public Improvements: Itemized cost estimate of total activity (e.g. linear feet of pipe, number of fire hydrants, square yards of FABC, engineering cost, etc.).
2. Public Facilities: Itemized cost estimate of total activity (e.g. drainage and grading, number of benches, number of windows to be replaced, roof replacement cost, etc.).
3. Housing: Cost per budget line items e.g. acquisition, demolition, site improvements, specific rehab items or rehab cost per unit.
4. Public Services:
   1) For vehicles, attach a copy of the price quote.
   2) For other services please provide the following information:
      a) The agency operating budget for current year and most recent balance sheet.
      b) A proposed total budget for the activity specified in this grant application.
      c) A cost breakdown for the use of grant funds requested in this application.
PUBLIC FACILITIES

1. The Township of Denville is seeking $67,000 in funding to assist in performing an estimated $74,735 in renovations to the existing Denville Senior Citizen Center, which is located at the corner of Hall Avenue and East Main Street in the geographic center of Denville. In addition to routine functional improvements, including new flooring and renovations to the kitchen facilities, the Township is proposing to perform upgrades to make the facility more accessible for seniors with the installation of ADA compliant entrance doors as well as safer for the facility's occupants through an upgrade to the smoke alarm system. Finally, the Township is proposing to permanently install an adequate sized emergency generator so that the facility can serve as an emergency evacuation shelter for residents of the Township during storm events, or other natural or manmade catastrophes.

If funding is received, the Township is committed to matching the grant award with $7,735 (or more than 10%) in local source funding in addition to committing to pay for all professional services, such as architectural renderings and the development of bid specifications, in order to comply with the New Jersey Local Public Contracts Law. These professional services are estimated at $13,265.

2. During the past eighteen (18) months, Mother Nature has demonstrated the absolute necessity to have an available and centralized emergency shelter with an independent power source to house displaced residents. On three separate occasions during the past 1 1/4 years, Denville has needed to open an emergency shelter locally. Although we have utilized public schools as our emergency shelter in the past, none of these facilities have permanent emergency sources of power nor are they centrally located. The need to have a permanent centrally located facility was never more evident than during Super Storm Sandy when our evacuation shelter lost power and then was cut off from the rest of the community due to downed trees and power lines. The aforementioned events, just three months ago, required the emergency evacuation of the evacuation shelter itself.

In addition to the installation of a generator for emergency purposes, the Township is proposing to perform improvements to enhance the functionality of the facility for the dozens of senior citizens who utilize it on a daily basis, as the facility is open daily (M-F) 9:00 A.M. to 4:00 P.M. In order to enhance the safety for the building's occupants and protect the building while unoccupied, the Township is seeking to purchase and install a hard-wired fire alarm, which is directly monitored off-site providing immediate notification to our Police & Fire Department Dispatch Center in the event of an emergency.

The Township is also proposing to install new fully ADA compliant entrance doors to the Senior Citizen Center to ensure unfettered access to the facility for all. The traditional main entrance doors will be removed and the new door system will be installed, which will include an automatic door opener and ADA-compliant door pulls.
Finally, to enhance the experience for those many Senior Citizens that visit the center on a daily basis as well as to prepare for the facilities use as an emergency evacuation shelter, the Township is proposing a complete upgrade to the kitchen facilities as well as a replacement of the existing flooring throughout the facility. The kitchen, cabinets and appliances are in excess of thirty (30) years old and have become both a maintenance problem as well as being inadequate to appropriately service the existing patrons of the center. The flooring as well is dated and in a severe need of upgrade.

3. On a daily basis, the facility is currently utilized by 50 to 100 individuals.

4. Hurricane Irene and Super Storm Sandy have created considerable financial stress for the Township of Denville, including but not limited to our need to borrow nearly $1 million for one of our three (3) firehouses (Valley View Fire House), which was destroyed and rendered unusable as a result of Hurricane Irene. Furthermore, due to the macro-economic environment, the Township is estimating that its ratable base will decrease in 2013 for a third consecutive year, principally due to the sluggish real estate market causing a doubling in the number of tax appeals being filed. The projected $21 million reduction in our local ratable base in 2013, creates an estimated $110,000 reduction in property tax revenues to fund municipal operations.

5. At this point, the Township has not applied to other sources of funding to complete this project.
PROPOSED PROJECT BUDGET

1. Install 18 KW Emergency Generator $11,435
2. Install Commercial Grade Fire Detection/ Monitoring System $6,000
3. ADA Door Installation $6,000
4. Kitchen Renovations/Upgrades $30,500
5. Floor and Trim Replacement $20,800

SUBTOTAL: $74,735

ARCHITECTURAL DESIGN/BID SPEC. PREP.: $13,265 (Estimate)

TOTAL: $88,000
RESOLUTION AUTHORIZING ACCEPTENCE OF FUNDS FOR DRUNK DRIVING ENFORCEMENT – DRIVE SOBER OR GET PULLED OVER 2012 YEAR END STATEWIDE CRACKDOWN GRANT

WHEREAS, the Township of Denville Police Department has applied for a Highway Safety Drunk Driving Enforcement 2012 Grant from the New Jersey Division of Highway Traffic Safety through R-12-256 on 10-16-12; and

WHEREAS, the State of New Jersey has awarded a grant to the Township of Denville in the amount of $4,400.00; and

WHEREAS, the grant will pay for Police Officers to work overtime to enforce Drunk Driving laws effecting the safety and welfare of the citizens of Denville and to educate and encourage the public on the benefits of obeying all traffic safety laws.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that authorization is hereby granted to accept the grant from the State of New Jersey in the amount of $4,400.00 and for the Municipal Clerk and Chief Municipal Finance Officer to sign the Grant Acceptance Conditions.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION AUTHORIZING RAFFLE LICENSE(S)
IN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville that the application(s) for the following RAFFLE(S) be approved and the Municipal Clerk be authorized to issue said license(s) on behalf of the Municipality.

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rotary</td>
<td>Off Prem 50/50</td>
<td>6-2-13</td>
</tr>
<tr>
<td>Academy for Visual et al</td>
<td>Tricky Tray</td>
<td>3-9-13</td>
</tr>
<tr>
<td></td>
<td>On Prem 50/50</td>
<td></td>
</tr>
<tr>
<td>PTA A. Richard Spinola</td>
<td>On Prem 50/50</td>
<td>7-2-13</td>
</tr>
<tr>
<td></td>
<td>Tricky Tray</td>
<td>Snow date 3-16-13</td>
</tr>
<tr>
<td>St. Joseph's Church</td>
<td>Off Prem 50/50</td>
<td>3-16-13</td>
</tr>
<tr>
<td></td>
<td>On Prem Raffle</td>
<td></td>
</tr>
<tr>
<td>American Legion Post #390</td>
<td>Instant Raffle</td>
<td>12-31-13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Daily</td>
</tr>
<tr>
<td>Joey Bella Fund</td>
<td>Tricky Tray</td>
<td>5-7-2013</td>
</tr>
<tr>
<td></td>
<td>On Prem 50/50</td>
<td></td>
</tr>
<tr>
<td>Joey Bella Fund</td>
<td>Off Prem 50/50</td>
<td>7-3-13</td>
</tr>
</tbody>
</table>
Members of the Council:

RE: Municipal Bid# 5-2013

5 Year License to Conduct Agricultural Activity at Knuth Farm

Would you kindly authorize the proposed dates to advertise and accept bids for the above referenced subject?

If it is possible may we advertise on: January 30, 2013

For bids to be accepted on: February 20, 2013

Respectfully,

Steven Ward, Business Administrator

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE THAT AUTHORIZATION IS HEREBY GRANTED TO ADVERTISE FOR BIDS FOR THE ABOVE LISTED ITEM(S)

DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
RESOLUTION AUTHORIZING THE WAIVER
OF FEES FOR POLICE SERVICES FOR THE
EVENTS HELD BY COMMUNITY GROUPS, CIVIC
ORGANIZATIONS AND SCHOOLS FOR THE OVERALL
BENEFIT OF THE TOWNSHIP OF DENVILLE

WHEREAS, the Township of Denville (hereinafter "Township") has historically waived the Police Service fees associated with eight (8) events organized by community groups, civic organizations and schools to ensure the safety and security of the participants of these events that serve to benefit the Township as a whole; and

WHEREAS, the Mayor and Administration support providing Police Services to these eight (8) annual events as the overall benefit to the local businesses and Township residents, both financially and inspirationally, far exceed these costs; and

WHEREAS, the Police Department has provided an estimate, based upon the historic scope of these annual events, of the total estimated 2013 Police Service cost associated therewith; and

WHEREAS, the annual events and the estimated 2013 Police Service fee, based upon the average hourly rate of compensation for a Denville Police Officer, are as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Morris Catholic 5K Run</td>
<td>$656.61</td>
</tr>
<tr>
<td>Morris Knolls 5K Run (MK5K)</td>
<td>$547.93</td>
</tr>
<tr>
<td>Little League Parade</td>
<td>$959.06</td>
</tr>
<tr>
<td>Rotary Street Festival</td>
<td>$2,125.39</td>
</tr>
<tr>
<td>Fire Department's Carnival</td>
<td>$4,226.42</td>
</tr>
<tr>
<td>St. Francis Fall Festival</td>
<td>$6,478.10</td>
</tr>
<tr>
<td>Fire Department's Halloween Parade</td>
<td>$273.97</td>
</tr>
<tr>
<td>Chamber of Commerce Holiday Parade</td>
<td>$1,347.72</td>
</tr>
</tbody>
</table>

WHEREAS, a change in scope of the historic activity in the above listed events resulting in an increased amount for Police Services for any of the above listed events shall require the organization to submit a request to the Mayor/Administrator for review/recommendation and the Township Council for
ultimate approval; and

WHEREAS, any new community groups, civic organizations and schools seeking to promote an event for the overall benefit of the Township shall be required to submit a request to the Mayor/Administrator for review/recommendation and the Township Council for ultimate approval.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
WHEREAS, on January 15, 2013, the Township of Denville received ten (10) bids for Re-Bid for Demolition of Riverside Drive Properties; and

WHEREAS, All County Services, LLC submitted the lowest bid in the amount of $85,800, which bid was fully responsive; and

WHEREAS, the Municipal Council wishes to award the Demolition of Riverside Drive Properties contract to All County Services, LLC in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified that funds are available for this purpose.

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

1. A contract for the Demolition of Riverside Drive Properties is hereby awarded to All County Services, LLC in accordance with its bid for the price of $85,800.
2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with All County Services, LLC.
3. This Resolution shall take effect immediately.


Certification Dated: _________________________________

Donna I. Costello, RMC/CMC
Municipal Clerk
A RESOLUTION AUTHORIZING THE TRANSFER OF CALENDAR YEAR
2012 BUDGET APPROPRIATIONS

WHEREAS, NJSA 40A: 4-59, permits transfers of 2012 budget appropriations between accounts from the period January 1 to March 31, of the 2013 Calendar Year.

NOW, THEREFORE Be it resolved by the Municipal Council of the Township of Denville that the following transfer be authorized:

<table>
<thead>
<tr>
<th>FROM ACCOUNTS</th>
<th>ACCOUNT #</th>
<th>ACCOUNT TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>01-203-20-185-011</td>
<td>S&amp;W Construction Code</td>
<td>$8,100.00 Employee reduction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Current Fund</td>
<td>$8,100.00</td>
</tr>
<tr>
<td>TO ACCOUNTS</td>
<td>ACCOUNT #</td>
<td>ACCOUNT TITLE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td></td>
<td>01-203-25-255-283</td>
<td>O&amp;E Fire Department</td>
<td>$8,100.00 Unanticipated Vehicle repairs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Current Fund</td>
<td>$9,100.00</td>
</tr>
</tbody>
</table>
RESOLUTION AUTHORIZING THE REFUND OF MONEY DUE TO THE REDEMPTION OF A TAX SALE CERTIFICATE.

WHEREAS, the Township of Denville held a Tax Lien Sale on 12/1/2010 for Delinquent 2009 Calendar Year Taxes, and a Tax Sale Certificate was purchased by Virgo Municipal Finance Fund LP on Block 31504 Lot 1; and

WHEREAS the owner of said property has paid to the Tax Collector all moneys due for the Redemption of said Tax Sale Certificate.

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

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

<table>
<thead>
<tr>
<th>BLOCK / LOT</th>
<th>PURCHASER OF LIEN</th>
<th>REFUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>31504 1</td>
<td>Virgo Municipal Finance Fund LP</td>
<td>$86,706.90</td>
</tr>
<tr>
<td></td>
<td>PO Box 1227</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hoboken, NJ 07030</td>
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</tbody>
</table>

Certificate # 2010-009

Premium Returned $12,300.00


CERTIFICATION DATED: DONNA I COSTELLO, RMC/CMC MUNICIPAL CLERK
RESOLUTION

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 this contract is 1 year; and

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

WHEREAS, Jason L. Kasler has completed and submitted a Business Entity Disclosure Certification which certifies that he and the firm have not made any reportable contributions to a political or candidate committee in the Township of Denville in the previous one 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 Township Clerk of a professional services agreement with Jason L. Kasler of Kasler Associates, PA, 34 Little Brook Road, Springfield, New Jersey as Planning Consultant for the year 2013.

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

3. The Business Entity Disclosure Certification and the Determination of Value shall be placed on file with this resolution.
4. 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


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC MUNICIPAL CLERK
KASLER ASSOCIATES, PA
LAND USE CONSULTANTS
34 LITTLE BROOK ROAD SPRINGFIELD, NJ 07081
(P) 908.598.1666
HTTP://WWW.KASLERASSOCIATES.COM
(F) 908.273.9631
JASON@KASLERASSOCIATES.COM

Jason L. Kasler, AICP, PP
Malcolm Kasler, AICP, PP (1938-2005)

CONTRACT FOR PROFESSIONAL PLANNING SERVICES

BY AND BETWEEN THE
TOWNSHIP OF DENVILLE

AND

KASLER ASSOCIATES, P.A.

THIS AGREEMENT, entered into as of this day of January, 2013 by and between the Township of Denville (hereinafter called the “Township”) and Kasler Associates, P.A. (hereinafter called the “Consultant”)

WITNESSETH THAT:

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

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. EMPLOYMENT OF CONSULTANT

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

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

V. WORK RELATED TO THIS SUBMISSION.

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

VI. LIMITATION OF SCOPE OF SERVICE

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

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.

VIII. PREPARATION OF REPORTS

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

IX. INSURANCE

The Consultant shall furnish the Township with a Certificate of Insurance which shall clearly show that 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 "B" 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 prior to final inspection approval, 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 C.

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. 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:

Donna I. Costello, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

Kasler Associates, PA

By: [Signature]

Jason Kasler, AICP, PP
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 Approval
- 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](http://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) Kasler Associates, PA

President

(Title)

January 18, 2013

(Date)
<table>
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<tr>
<th><strong>State of New Jersey</strong></th>
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<tr>
<th><strong>Taxpayer Name:</strong></th>
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<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td>34 LITTLE BROOK ROAD</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>SPRINGFIELD, NJ 07081-3718</td>
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<tr>
<td><strong>Certificate Number:</strong></td>
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<td><strong>Effective Date:</strong></td>
<td>March 16, 1998</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>December 20, 2012</td>
</tr>
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For Office Use Only:
20121220195023264
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.