TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL
REGULAR MEETING
July 16, 2019, 7:30 P.M.

- Salute to the Flag
- Invocation
- Statement of Compliance with Open Public Meetings Act
- Roll Call:
  Council Members
    __ Murphy Buie __ Witte
    __ Bergen Lyden __ Borowiec
    __ Gabel, Council President

  In Attendance
    __ Mayor Andes __ Administrator Ward
    __ Township Attorney Jansen __ Other: ~ ~ ~ ~ ~ ~ ~ ~

PROCLAMATIONS / PRESENTATIONS / CEREMONIAL MATTERS
(Presentations are coordinated in advance with the Council President and are limited to thirty (30) minutes or less)

NONE

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

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

Matters of Old/New Business

ORDINANCES FOR ADOPTION

14-19: An Ordinance Appropriating $300,000 from the Water Capital Improvement Fund of the Township of Denville for Hydrant Upgrades

ORDINANCES FOR INTRODUCTION

An Ordinance of the Township of Denville, in the County of Morris and State of New Jersey, Amending Chapter 2, Administration, of the Township Code to Establish a Length of Service Award Program for the Denville Volunteer Fire Department and First Aid Squad

ITEMS FOR DISCUSSION AND/OR ACTION

NONE
RESOLUTIONS

CONSENT AGENDA:

R-19-136: Resolution Supporting the Implementation of the Hope One Project - PAARi (Police Assisted Addiction and Recovery Initiative) by the Township of Denville Police Department

R-19-137: Resolution Supporting Proposed Legislation Establishing "Responsible School Violence Prevention, Preparation and Protection (RSVP-3) Pilot Program"

R-19-138: Resolution Granting Permission to Advertise and Accept Bids for a Two-Year Contract for Insert Valves, Line Stops and Tapping Valve Services

R-19-139: Resolution Authorizing Reinstatement of the Original Sewer Assessment Installment Plan for Certain Properties in the Township of Denville

R-19-140: Resolution Authorizing Refund of a Building Permit Fee

R-19-141: Resolution Authorizing the Submission of a Grant Application and the Execution of a Grant Contract with the New Jersey Department of Transportation for the Bloomfield Avenue Transit Enhancement Project

R-19-142: Resolution Authorizing Refund of Recreation Department Fees

R-19-143: Resolution Authorizing the Township of Denville to Enter into a Cooperative Pricing Agreement with the New Jersey Cooperative Purchasing Alliance #CK04, Hereinafter Referred to as the "Lead Agency" for the Conduct of Certain Functions Relating to the Provision of Work, Materials and Supplies for Their Respective Jurisdictions

NON-CONSENT AGENDA:

R-19-144: Resolution Authorizing the Award of Two-Year Contract for General Contracting Construction Services

R-19-145: New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project for Paving to Tilcon New York, Inc.

R-19-146: New Jersey Department of Transportation Division of Local Aid and Economic Development Recommendation of Award State Aid Project for Line Striping to Denville Line Painting, LLC

R-19-147: Resolution Authorizing the Award of a Contract for the Purchase of a 2019 Dodge Durango Pursuit Rated All-Wheel Drive Vehicle for the Animal Control Officer in Accordance with the Cranford
Police Cooperative Pricing System Council Contract No. 47-CPCPS, Item No.5

R-19-148: Resolution Authorizing the Award of a Contract for the Reconstruction of Certain Portions of the First Avenue Parking Lot in Accordance with the Educational Services Commission of New Jersey Cooperative No. 65MCESCCPS Contract Bid No. ESCNJ 16/17-54 CG1

R-19-149: Resolution Authorizing the Award of a Professional Services Contract for Certain Real Estate Financial Advisory Services

R-19-150: Resolution Authorizing the Award of a Contract for the Purchase of a Stryker Ambulance Stretcher in Accordance with the New Jersey Cooperative Purchasing Alliance No. CK04

MINUTES FOR ADOPTION

• June 11, 2019
• June 18, 2019
• June 25, 2019

MOTION TO ADJOURN
ORDINANCE NO. 14-19

BE IT RESOLVED that an Ordinance entitled:

An Ordinance Appropriating $300,000 from the Water Capital Improvement Fund of the Township of Denville for Hydrant Upgrades

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 Appropriating $300,000 from the Water Capital Improvement Fund of the Township of Denville for Hydrant Upgrades

Be passed on Final Reading and that a Notice of Final Passage be published in the 07/24/2019 edition of The Citizen newspaper.

COUNCIL PRESIDENT: MOTION TO ADOPT
ROLL CALL ON ADOPTION

Dated: 07/16/2019
ORDINANCE NO. 14-19

AN ORDINANCE APPROPRIATING $300,000 FROM THE WATER CAPITAL IMPROVEMENT FUND OF THE TOWNSHIP OF DENVILLE FOR HYDRANT UPGRADES

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

SECTION 1. The sum of $300,000 is hereby appropriated from the Water Capital Improvement Fund of the Township of Denville for the purposes set forth in Section 2 of this Ordinance.

SECTION 2. The improvements authorized to be paid by this Ordinance include state mandated hydrant upgrades and all work necessary in connection therewith.

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

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

ATTEST:                                  APPROVED:

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

Adoption Date:
BE IT RESOLVED that an Ordinance entitled:

An Ordinance of the Township of Denville, in the County of Morris and State of New Jersey, Amending Chapter 2, Administration, of the Township Code to Establish a Length of Service Award Program for the Denville Volunteer Fire Department and First Aid Squad

Be Introduced and Read by Title on First Reading:

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

BE IT RESOLVED that an Ordinance entitled

An Ordinance of the Township of Denville, in the County of Morris and State of New Jersey, Amending Chapter 2, Administration, of the Township Code to Establish a Length of Service Award Program for the Denville Volunteer Fire Department and First Aid Squad

Be Passed on First Reading

BE IT FURTHER RESOLVED that said ordinance shall be considered for final passage at the meeting of the Municipal Council of the Township of Denville on 08-06-2019 at 7:30 p.m. in the evening, prevailing time, at the municipal building in said Township of Denville at which time and place all persons interested shall be given an opportunity to be heard concerning said ordinance.

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

COUNCIL PRESIDENT: MOTION TO PASS ON FIRST READING
ROLL CALL

Dated: 7/16/2019
ORDINANCE NO. 15-19

AN ORDINANCE OF THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, AMENDING CHAPTER 2, ADMINISTRATION, OF THE TOWNSHIP CODE TO ESTABLISH A LENGTH OF SERVICE AWARD PROGRAM FOR THE DENVILLE VOLUNTEER FIRE DEPARTMENT AND FIRST AID SQUAD

WHEREAS, the Township of Denville ("Township") deems it appropriate and necessary to act to ensure retention of existing members and to provide incentives for recruiting new volunteer firefighters and first aid squad members; and

WHEREAS, the Township has determined that the creation of the Length of Service Award Program ("LOSAP") will enhance the Township's ability to recruit volunteer firefighters and first aid squad members.

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

SECTION 1. Chapter 2, Administration, Article VIII, Police and Fire, is hereby amended to establish Section 2-27, Length of Service Award Program ("LOSAP") for Emergency Services Personnel to read as follows in its entirety:

"§ 2-27, Length of Service Award Program C'LOSAP") for Emergency Services Personnel

§ 2-27. 1. Program Created.

A Length of Service Awards Program ("LOSAP") is herewith created in accordance with Chapter 388 of the Laws of 1997, to reward members of the Denville Volunteer Fire Department and First Aid Squad for their loyal, diligent, and devoted services to the people of the municipality and surrounding communities.

§ 2-27. 2. Administration of Plan.

The LOSAP shall provide for fixed annual contributions to a deferred income account for each volunteer member who meets the criteria set forth below; that such contributions shall be made in accordance with a plan that shall be established by the Governing Body of the Township pursuant to P.L. 1997, c.388; and that such plan shall be administered in accordance with the laws of the State of New Jersey, the U.S. Internal Revenue Code, and this section.

§ 2-27. 3. Eligibility.

To be eligible to participate in the LOSAP, an individual must be an active member of the Denville Fire Department and First Aid Squad. For new members, an individual must have successfully completed their probationary period during the contributory year and shall have served a minimum of six (6) months as an active member of the Denville Fire Department & First Aid Squad.
§ 2-27.4. Point Schedule.

a. Fire Department and First Aid Responses - 60 points maximum:

Points are credited upon the following schedule of percent attendance at the Fire Department and First Aid responses to which volunteers have been dispatched on a calendar year basis. Percentage attendance shall be calculated for all participants upon the entire years' applicable call volume. Fractional percentages will be rounded to the nearest whole percentage.

0% - 10% Attendance          0 Points
11% - 20% Attendance          10 Points
21% - 30% Attendance          20 Points
31% - 40% Attendance          30 Points
41% - 50% Attendance          45 Points
51% or Greater               60 Points

b. Drills - 10 points maximum:

Points are credited for participation in special General Company, Fire Company, First Aid Squad, Mutual Aid Drills. No points shall be awarded for requisite weekly maintenance.

Drills                        2 Points per Drill attended

C. Training - 30 points maximum:

Points are credited for certified Firematic training courses or First Aid training courses upon receipt of a certification of completion.

Authorized Classes            1 point for each 3 hours of class attended

D. Holder of an Elected Position with the Denville Fire Department and First Aid Squad - 60 Points maximum:

Points are credited for completion for each year an individual serves in an elected or appointed position. If an officer or elected position serves for only a partial year, the points will be pro-rated based upon the number of months served in the position, rounded to the 1st day of the nearest month.

   Department Chief       60 Points
   First Aid Captain      50 Points
   Department Asst. Chiefs 45 Points
   Company Captains       35 Points
e. Meetings - 12 points maximum:

Points will be credited for attendance at regular and special Denville Fire Department and First Aid Squad meetings.

1 point per meeting

f. Miscellaneous Activities - 10 points maximum:

Points will be credited for active participation in Official Fire Department Activities not otherwise covered above as authorized by the Department Chief or his authorized Acting Representative (i.e. - standby events, carnivals, street fest, local parades, etc.). No points awarded for Association Meetings or activities.

1 point per activity

§ 2-27. 5. Annual Point Review and Contribution.

On or before January 31st of each year, a committee of three (3) individuals shall meet to discuss and verify the total points for each eligible member of the Denville Fire Department and First Aid Squad for the previous calendar year. The committee shall consist of the Department Chief, First Aid Captain and Township Chief Finance Officer.

An eligible member shall be awarded an annual LOSAP contribution based upon total points earned in the preceding calendar year in accordance with the following schedule of points:

<table>
<thead>
<tr>
<th>Total Points</th>
<th>Percentage of Maximum Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 and over</td>
<td>100%</td>
</tr>
<tr>
<td>40-59</td>
<td>75%</td>
</tr>
<tr>
<td>25-39</td>
<td>50%</td>
</tr>
<tr>
<td>10-25</td>
<td>25%</td>
</tr>
<tr>
<td>1-9</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

§ 2-27.6. Vesting.

Five (5) years of service from the date of enactment of the LOSAP are required for vesting.

§ 2-27. 7. Carry-Over.

Points shall not carry-over from one calendar year to the next calendar year.

a. The proposed initial minimum annual contribution for an active volunteer member shall be $100.00 per year.

b. The proposed initial maximum annual contribution for an active volunteer member shall be $1,150.00 per year, the maximum allowable by State law for a new LOSAP program.

c. The maximum contribution shall be subject to annual inflationary adjustments as provided by State law.

§ 2-27. 9. Cost of Program

The estimated cost of the LOSAP has been computed as follows:

a. For the calendar year 2020, the estimated annual contribution is $58,500.

b. For the calendar year 2021, the estimated annual contribution is $59,670.

c. For the calendar year 2022, the estimated annual contribution is $60,863.

§ 2-27. 10. Effective Date of Program.

The LOSAP Program, as prescribed herein, shall not take effect unless approved by the voters as a public question at the next general election, and if approved, shall become effective on January 1, 2020."

SECTION 2. Ordinances, resolutions, regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 3. 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 4. This Ordinance shall take effect immediately upon final passage, approval, and publication in accordance with law.

ATTEST:                                APPROVED:

Kathryn Bowditch-Leon, RMC             Mayor Thomas W. Andes
Municipal Clerk                        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 ordinance adopted by the Municipal Council of the Township of Denville at their regular Council meeting held on

Certification Date:                    Kathryn Bowditch-Leon, RMC
                                      Municipal Clerk
RESOLUTION SUPPORTING THE IMPLEMENTATION OF THE HOPE ONE PROJECT - PAARi (POLICE ASSISTED ADDICTION AND RECOVERY INITIATIVE) BY THE TOWNSHIP OF DENVILLE POLICE DEPARTMENT

WHEREAS, the Township of Denville Police Department has announced they will take part in a new initiative, Hope One Project - PAARi (Police Assisted Addiction and Recovery Initiative); and

WHEREAS, the mission is to aid those actively seeking police assistance when struggling with opiate or other substance use disorders to obtain resources and access to treatment; and

WHEREAS, the PAARi initiative enables police officers to immediately offer a pathway to recovery by providing a Certified Peer Recovery Specialist and a safe, private environment to discuss the help needed; and

WHEREAS, non-judgmental support and immediate and ongoing assistance by a professional Peer Recovery Specialist will have a positive impact on the recovery and healing of an individual as well as their family; and

WHEREAS, the Police Department in partnership with the School Districts, Interfaith Leaders, and the Municipal Alliance recognize the disease of addiction as a nationwide epidemic; and

WHEREAS, the Township of Denville Municipal Council plays a vital role in assisting the Police Department through joint crime, drug and violence prevention efforts within the Township; and

WHEREAS, it is essential that all citizens of the Township be aware of the importance of drug addiction and crime prevention programs and the impact that addiction recovery and advocacy will have on their quality of life as well as reducing crime, drugs, and violence in Township.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, fully supports the Township of Denville Police Department and the community groups partnering with them in their implementation of the PAARi Initiative and for taking a leadership role in creating a positive impact on individuals and their families struggling with addiction, thus, providing a clear path to recovery.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date:  Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION SUPPORTING PROPOSED LEGISLATION ESTABLISHING "RESPONSIBLE SCHOOL VIOLENCE PREVENTION, PREPARATION AND PROTECTION (RSVP-3) PILOT PROGRAM"

WHEREAS, following the February 14, 2018 school shooting at Marjory Stoneman Douglas High School in Parkland, Florida, Sheriff James M. Gannon convened a meeting with the Morris County Prosecutor’s Office, the Morris County Police Chief’s Association, the Morris County Department of Law and Public Safety and the Morris County Office of Emergency Management; and

WHEREAS, at that meeting, it was collectively decided that there was a need to create a scientifically based threat assessment measurement guide and accompanying training to better prepare law enforcement officers, mental health experts and education professionals to become adept at effectively weighing exhibited and reported behavioral indicators, so as to methodically predict the likelihood of an identified person carrying out a planned attack; and

WHEREAS, this endeavor has come to be known as the Responsible School Violence Prevention, Preparation and Protection Program (RSVP-3); and

WHEREAS, the seminal and guiding document in this discipline to date was the Safe School Initiative (SSI), which was a study published by the United States Secret Service in 2002 following the school shooting in Columbine, Colorado; and

WHEREAS, a follow-up report entitled Safe School Initiative, A Final Report was published in 2004; and

WHEREAS, the Morris County Sheriff’s Office sought out the expertise of Dr. Marisa Reddy Randazzo, Principal at SIGMA Threat Management Associates, LLC; and

WHEREAS, Dr. Randazzo is an international expert on threat assessment, targeted violence and violence prevention and was the Chief Research Psychologist on the Safe School Initiative; and

WHEREAS, the County of Morris Board of Chosen Freeholders and the Urban Area Security Initiative (UASI) saw the need to act swiftly and decided to jointly fund the creation of a guide entitled: Behavioral Threat Assessment and Management: A Guide for Schools, Colleges, Universities and Law Enforcement Agencies in Morris County, New Jersey and in the Jersey City/Newark Urban Area Initiative; and

WHEREAS, so far SIGMA has come to Morris, Middlesex and Bergen Counties and Instructed over two hundred (200) members of law enforcement, mental health and education; and

WHEREAS, the Morris County created RSVP-3 program effectively and thoroughly reaches each of the eight (8) stated tenets of creating a comprehensive targeted violence prevention plan, as recommended again by the United States Secret Service in their most recent July 2018 publication entitled: Enhancing School Safety Using a Threat Assessment Model: An Operational Guide for Preventing Targeted School Violence; and
WHEREAS, on May 22, 2019, SIGMA, LLC completed a "Train the Trainer" follow-up of their original course designed to create instructors and material to educate students, teachers, parents, police and mental health workers on behaviors to look for and how to report it; and

WHEREAS, New Jersey Assemblyman Anthony M. Bucco has introduced legislation to create a pilot program to be funded with the Morris County and Jersey City Urban Area Security Initiative to continue the Behavioral Threat Assessment and Management Program known as RSVP-3, to be studied as a model and reported to the New Jersey Attorney General of a three-year period; and

WHEREAS, that legislation calls on the New Jersey Attorney General to work in collaboration with the State Commissioners of Health and Education to accomplish the goals of the pilot program, which shall include:

• Creation of a threat assessment tool for use by law enforcement officers, mental health professionals, teachers and other school employees and students to evaluate a potential threat of school violence;
• Development of a scientifically based school violence threat assessment and management training curriculum concerning the identification of behaviors that indicate a potential risk of school violence and the need to report those behaviors;
• Delivery of the school violence threat assessment and management training curriculum to law enforcement officers, mental health professionals, teachers and other school employees and students;
• Development of an effective mechanism to immediately report any identified threat of school violence;
• Establishment of procedures for addressing and eliminating an identified threat of school violence; and

WHEREAS, Assemblyman Bucco's bill - A-5242 - was announced at a news conference on May 14, 2019 at the Morris County Office of Emergency Management in Parsippany, with Sheriff Gannon, Morris County Prosecutor Fredric M. Knapp, Morris County Police Chiefs Association President Butler Police Chief Ciro Chimento, and other law enforcement, education and mental health professional stakeholders present.

NOW, THEREFORE
BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey, that it hereby supports the passage of New Jersey A-5242 as a way to finance, study and forward RSVP-3 as a model to curtail and prevent violence in schools before any violent incidents occur.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
TO: Members of the Township Council  
FROM: Steve Ward, Business Administrator  
DATE: July 16, 2019  
RE: Municipal Bid #4 - 2019  
Two year contract for Insert Valves, Line Stops  
and Tapping Valves Services  

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

We are proposing to advertise on: August 14, 2019  
For bids to be accepted on: September 4, 2019  
In anticipation to award on or about: September 17, 2019  

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

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

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

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

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

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

WHEREAS, the following property owners:

Baruch· Wendland
Patel

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

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

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

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date: Kathryn Bowditch-Leon, RMC
Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF A BUILDING PERMIT FEE

WHEREAS, the permit payer listed below has overpaid a permit fee in the amount shown; and

WHEREAS, the permit payer has requested that the amount listed below be refunded.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, that a refund be made to the following named corporation as a result of the overpayment of a permit fee.

<table>
<thead>
<tr>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryan Inc.</td>
<td>$80.00</td>
<td>01-192-081-60-001</td>
</tr>
</tbody>
</table>

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 of the Township of Denville at their meeting held on

Certification Date
Kathryn Bowditch-Leon, RMC
Municipal Clerk
RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE BLOOMFIELD AVENUE TRANSIT ENHANCEMENT PROJECT

BE IT RESOLVED that the Municipal Council of the Township of Denville formally approves the submission of a grant application for the above stated project.

BE IT FURTHER RESOLVED that the Township Engineer, on behalf of the Township, is hereby authorized to submit an electronic grant application identified as SST-2020-Bloomfield Avenue Transit Enhancement-00002 to the New Jersey Department of Transportation.

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Denville and that their signatures constitute the acceptance of the terms and conditions of the grant agreement.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

My signature and the Clerk’s seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

Thomas W. Andes, Mayor

Kathryn Bowditch-Leon, RMC
Municipal Clerk

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

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

WHEREAS, certain residents of the Township of Denville have paid program fees to the Recreation Department; and

WHEREAS, these residents did not avail themselves of the programs for which said fees were paid.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that refunds, in the amounts designated in this resolution, are authorized to be issued to the residents named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
<th>PROGRAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Mellini</td>
<td>$6.00</td>
<td>Summer Plus 2019 Week 1 - Morning Care (Partial Refund)</td>
</tr>
<tr>
<td>Ashley Kauo</td>
<td>$105.00</td>
<td>Summer Plus 2019 Week 1</td>
</tr>
<tr>
<td>Joyce Luczun</td>
<td>$85.00</td>
<td>Swim Lessons - 2 Children</td>
</tr>
<tr>
<td>Uri Joshi</td>
<td>$35.00</td>
<td>Summer Plus 2019 Week 2 - Trip</td>
</tr>
<tr>
<td>Cindy Ferrante</td>
<td>$205.00</td>
<td>Summer Plus 2019 Week 3 and Aftercare</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date: Kathryn Bowditch-Leon, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE TOWNSHIP OF DENVILLE TO ENTER INTO A
COOPERATIVE PRICING AGREEMENT WITH THE NEW JERSEY COOPERATIVE
PURCHASING ALLIANCE #CK04, HEREINAFTER REFERRED TO AS THE LEAD AGENCY FOR THE CONDUCT OF CERTAIN FUNCTIONS RELATING TO THE PROVISION OF WORK, MATERIALS AND SUPPLIES FOR THEIR RESPECTIVE JURISDICTIONS

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

1. This Resolution shall be known and may be cited as the Cooperative Pricing Council Resolution of the Township of Denville.

2. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Municipal Council of the Township of Denville is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency or any other contracting unit for the provision of work, materials and supplies.

3. The Lead Agency entering into contract on behalf of the Township of Denville shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

4. This Cooperative Pricing Council Resolution shall be effective July 16, 2019 and shall extend the term of the Cooperative Pricing Agreement for the remainder of the year to expire December 31, 2019, unless terminated by either the Lead Agency or the Division of Local Government Services.

This Resolution shall take effect immediately upon final passage and publication according to law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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 for the Township of Denville at their Regular meeting held on

Certification Dated: Kathryn Bowditch-Leon, RMC Municipal Clerk
This Agreement made and entered into this ___ day of ___, 2019, by and between the, COUNTY OF BERGEN and the TOWNSHIP OF DENVILLE, who desire to participate in the # CK04-BERGEN.

WHEREAS, NJ.S.A. 40A:11-11 (5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen is conducting a voluntary Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes.

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services, which may be bid under the laws and stipulations of the State of New Jersey, and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.

2. The items and classes of items, which may be designated by the participating contracting units hereto, may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
A. The name of Lead Agency soliciting competitive bids or informal quotations.

B. The address and telephone number of Lead Agency.

C. The names of the participating contracting units.

D. The State Identification Code assigned to the Cooperative Pricing System.

E. The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.

5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.

7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

A. The quantities ordered for the Lead Agency's own needs, and

B. The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.

9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price, which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations, which it has itself received.

13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.

14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.

16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.

17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE)

FOR THE PARTICIPATING UNIT

ATTEST: TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, RivfC Thomas W. Andes, Mayor
Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF TWO-YEAR CONTRACT FOR GENERAL CONTRACTING CONSTRUCTION SERVICES

WHEREAS, on June 12, 2019, the Township of Denville received two (2) bids for the two-year Contract for General Contracting Services; and

WHEREAS, Pipeline Utility & Contracting II, LLC from Randolph, New Jersey, submitted the lowest responsible and responsive bid; and

WHEREAS, the Municipal Council wishes to award the General Contracting Services Contract to Pipeline Utility & Contracting II, LLC in accordance with its bid proposal.

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 General Contracting Services is hereby awarded to Pipeline Utility & Contracting II, LLC, 7 Warren Road, Randolph, New Jersey in accordance with its bid.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Pipeline Utility & Contracting II, LLC for General Contracting Services.

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Dated: Kathryn Bowditch-Leon, RMC
Municipal Clerk
THIS CONTRACT made this day of , 2019, by and between:

TOWNSHIP OF DENVILLE, a municipal corporation of the State of New Jersey, with offices at 1 St. Mary's Place
denville, NJ 07834
(Hereinafter, "Owner")

and

PIPELINE UTILITY & CONTRACTING II, LLC
7 Warren Road
Randolph, NJ 07869
(Hereinafter, "Contractor")

WITNESS ETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will furnish "General Contracting Construction Services", as specified in the contract documents, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of "General Contracting Construction Services", in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of each individual project purchase order from the Owner and will complete the same within the time periods as set forth in the purchase order, unless a notification is made to the Contractor to extend a project completion date.

4. The Contractor agrees to perform all of the work described in the contract documents in a good and workmanlike and proper manner and agrees to comply with all the
terms and conditions therein for the price or prices submitted by him in his proposal and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of "General Contracting Construction Services" and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Notice of Award, Notice to Proceed, Detailed Specifications, General Requirements and Addenda.

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor for each individual project in the manner and at such time as is set forth in the contract documents and in such amount as is required by the contract documents.

7. If the Contractor shall fail to complete the work in accordance with the time frame agreed upon and set forth on each individual project purchase order, other than as a result of a delay due to valid weather conditions, the Contractor, upon receipt of written notice from the Township (by email or confirmed facsimile), shall complete the construction work and cure the conditions within the time period specified in the notice. If the Contractor does not satisfactorily complete the work within the time period specified in the notice, the Township may, without further notice to the Contractor, arrange to have the work completed and shall hold the Contractor liable for all costs and damages incurred by the Township. Such costs shall be deducted from the next subsequent payment to be made to the Contractor under this Contract.
8. The Contractor agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, against and from 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 Contractor or its subcontractors or the officers, agents or employees of either, while engaged in the performance of this Contract.

The Contractor 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 Contractor's negligent acts, errors or omissions relative to the performance of this Contract.

This hold harmless obligation shall be applicable to any claim asserted against the Township or any loss incurred arising out of the Contractor's performance of this Contract.

9. The Contractor shall be fully responsible for all acts and omissions of any subcontractors and for any person directly or indirectly employed by said subcontractors to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create a contractual relationship between any subcontractor and the Township or any obligation on the part of the Township to pay or to see to the payment of moneys due any subcontractor except as may otherwise be required by law.

10. The Township shall not be responsible to Contractor, as an independent contractor, in any matter excepting for payment of labor and materials furnished in accordance with the terms of this Agreement.

11. Contractor shall comply with all federal, state and local laws and regulations and shall hold the Township harmless for any violation thereof.
12. a) The Contractor shall comply with the requirements of P.L. 1975, c. 127 and with Title 34:11-56.25 et seq., N.J.S.A., as amended by Chapter 64, New Jersey Public Laws of 1974, with respect to the payment of the prevailing wage rate in the Boonton, Montville, Mountain Lakes, and the Denville local area, and specification of such wage rates in the contract for each craft, trade or classification.

b) The Contractor shall submit an affidavit setting forth the names and addresses of all stockholders who own ten percent (10%) or more, or any class of stock in the corporation or of individual partners owning ten percent (10%) or more of interest in the partnership.

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

14. The initial term of this contract is from August 10, 2019 to August 9, 2020. Upon agreement of the parties, two (2) one-year extensions of this contract shall be subject to the following limitations:

a) The extension shall be awarded by resolution of the Municipal Council upon a finding by the Municipal Council that the services under this contract are being performed in an effective and efficient manner; and

b) Any price change included as part of an extension shall be based upon the price of the original contract as increased by the change in the CPI index rate, N.Y. - Northeastern N.J., base year 1984=100, for the twelve (12) months preceding the most recent monthly calculation available at the time this contract is renewed; and

c) The terms and conditions of this contract shall remain substantially the same.
15. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof, or of his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Township and he shall not assign to another by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with like consent. If the Contractor violates any of the above covenants, this contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this contract to the Contractor and to the person, company or corporation to whom the contract was assigned. Nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of his creditors pursuant to the laws of the State of New Jersey.

16. This contract, and any subsequent extensions thereof, is subject to the availability and appropriation of sufficient funds in the 2019, 2020, 2021 and any subsequent budgets as may be required to meet the Township’s obligations under this agreement.

17. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

18. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor’s business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977 Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.
TOWNSHIP OF DENVILLE

Kathryn Bowditch-Leon, Municipal Clerk

Thomas W. Andes, Mayor

ATTEST:

By: __________________________

__________________________
, Secretary

, President
STATE OF NEW JERSEY:
COUNTY OF MORRIS

I certify that on the day of , 2019,
personally came before me and this person acknowledged under oath
to my satisfaction that: (a) this person signed, sealed and delivered the attached document
as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue
of authority from its Board of Directors.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
BE IT RESOLVED

that Township of Denville

hereby recommends to the New Jersey Department of Transportation that the contract for

Franklin Avenue & Knoll Drive Resurfacing Project (2019 NJDOT Municipal Aid) (Name of Project)

in the County of (Name of Municipality)

be awarded to Tilcon New York Inc. via 2019 Morris County Cooperative Pricing Council

whose bid amounted to $216,908.75 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of Denville on (Name of Local Government) (Date of Award)

(Mayor) (Date)

(Clerk) (Date)

(Affix Seal)
BE IT RESOLVED

that Township of Denville

hereby recommends to the New Jersey Department of Transportation that the contract for

Franklin Avenue & Knoll Drive Resurfacing Project (2019 NJDOT Municipal Aid)

in the Township of Denville, County of Morris be awarded to Denville Line Painting, Inc. via 2019 Morris County Cooperative Pricing Council whose bid amounted to $4985.00 subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of Denville on

(Name of Local Government) (Date of Award)

(Mayor) (Date)

(Clerk) (Date)

(Affix Seal)
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE OF A
2019 DODGE DURANGO PURSUIT RATED ALL-WHEEL DRIVE VEHICLE FOR THE ANIMAL
CONTROL OFFICER IN ACCORDANCE WITH THE CRANFORD POLICE COOPERATIVE
PRICING SYSTEM COUNCIL CONTRACT NO. 47-CPCPS, ITEM NO. 5

WHEREAS, The Township of Denville wishes to purchase one (1) 2019 Dodge Durango
pursuit rated all-wheel drive vehicle for the Animal Control Officer as detailed on a quote for the
Police Department; and

WHEREAS, said vehicle can be purchased from Carman Dodge, Inc. 196 South DuPont
Highway, New Castle, Delaware, 19720, through Cranford Police Cooperative Pricing System
Contract No.47-CPCPS Item No. 5; and

WHEREAS, the maximum amount of the contract is $31,741.00 in accordance with the
attached quotation; and

WHEREAS, public bids are not required when the purchase is made through an
authorized State of New Jersey approved cooperative contract in accordance with N.J.S.A.
40A:11-10 of the Local Public Contracts Law; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in
certification #19-27, which is annexed hereto and made a part thereof, that this contract will be
charged to the following budget appropriation and that adequate funds are available under the
following line item account:

| 04-216-55-581-901 | $31,741.00 |

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 a contract for the purchase of one
(1) 2019 Dodge Durango pursuit rated all-wheel drive vehicle for the Animal Control Officer is
hereby awarded to Carman Dodge, in accordance with the terms and conditions contained in the
Cranford Police Cooperative Pricing System Council Contract No.47-CPCPS, Item No. 5, and the
Mayor and Township Clerk are hereby authorized to execute same.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Dated: Kathryn Bowditch-Leon, RMC
Municipal Clerk
6/10/19
Denville Twp.
Wesley Sharples
973 627 4900 X368
wsharples@denvillepolice.org

2019 Dodge Durango Pursuit Rated All Wheel Drive $27,609.00
Base Vehicle as per State Contract

- 3.6 L V6 24V VVT Engine
- Automatic Transmission
- ABS
- 220 Amp Alternator
- 650CCA Battery
- 18 X 8" Aluminum Wheels/P265/60R18 Tires
- Power Windows/locks/Mirrors
- Full Length Floor Console
- Floor Covering Carpet
- Air Conditioning
- AM/FM Stereo
- Tilt Steering
- Cloth Front Bucket Seats
- Cloth Rear Seat
- Full Center Console
- Uconnect w/ Blue tooth wireless phone connect
- Parkview Back up Camera
- Rear Window Defroster
- Power Driver Seat
- LED Spotlight
- EA153 80Amp Power Source
- Setina Door panel covers to disable rear windows and door locks
- Odyssey Battery

Total $29,579.00
AHX Trailer Tow Package  752.00
DI Remote Start  595.00
· Center Console cannot be deleted
GFX Vinyl floor Covering  815.00

Total $31,741.00
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 07/03/19

Carman Dodge, Inc.
196 South DuPont Highway
New Castle, Delaware, 19720
Name and Address of Contractor

2019 Animal Control Officer Vehicle Dodge Durango all-wheel drive vehicle $31,741.00
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>General Cap</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-581-901</td>
<td>$31,741.00</td>
<td>$31,741.00</td>
</tr>
</tbody>
</table>

TOTAL $31,741.00

Signed: ____________________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

I hereby certify that adequate funds are available in the General Capital Fund under the following line item account(s):
04-216-55-581-901 $31,741.00

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

Date

CERT19-27 C 9fie Financial Officer
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE RECONSTRUCTION OF CERTAIN PORTIONS OF THE FIRST AVENUE PARKING LOT IN ACCORDANCE WITH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE NO. 65MCESSCPS CONTRACT BID NO. ESCNJ 16/17-54 CG1

WHEREAS, the Township of Denville wishes to reconstruct portions of the First Avenue parking lot in the Township of Denville; and

WHEREAS, Job Order Contracting is available for this project through State-approved Educational Services Commission of New Jersey Cooperative #65MCESSCPS; and

WHEREAS, on March 5, 2019, the Township of Denville entered into a Renewal Cooperative Pricing Agreement with Co-op #65MCESSCPS pursuant to Resolution R-19-52; and

WHEREAS, Co-op #65MCESSCPS has awarded Cooperative Contract Bid #ESCNJ 16/17-54 GC1 to the Gordian Group, 950 3rd Avenue #1700, New York, NY 10022 to provide a price proposal based on the principals of Job Order Contracting; and

WHEREAS, Murray Paving & Concrete, LLC, 17 Park Place, Paramus, NJ 07652, has been designated General Contractor for Region 1 under the terms and conditions of Cooperative Contract Bid #ESCNJ 16/17-54 CG1; and

WHEREAS, the maximum amount of the contract is $335,695.67, in accordance with the attached cost proposal dated June 27, 2019; and

WHEREAS, public bids are not required when a contract is made through a state approved cooperative in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in Certification #19-28, which is annexed hereto and made a part thereof, that this agreement will be charged to the following budget appropriations and that adequate funds are available under the following line item accounts:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-549-911</td>
<td>$ 45,077.17</td>
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<tr>
<td>04-216-55-552-911</td>
<td>$ 165,254.08</td>
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<tr>
<td>04-216-55-559-911</td>
<td>$ 103,974.54</td>
</tr>
<tr>
<td>04-216-55-570-911</td>
<td>$ 21,389.88</td>
</tr>
</tbody>
</table>

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 reconstruction of portions of the First Avenue Parking lot, located in the Township of Denville, NJ 07834, is hereby awarded to Murray Paving and Concrete, LLC, 17 Park Place, Paramus, NJ 07652, under the terms and conditions of Cooperative Contract Bid #ESCNJ 16/17-54 CG1.
2. The contract is awarded in an amount not to exceed $335,695.67, in accordance with the attached cost proposal dated June 27, 2019.

3. The Mayor and Township Clerk are hereby authorized to execute same.

4. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

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

Certification Date: Kathryn Bowditch-Leon, RMC
Municipal Clerk
CONTRACT FOR
JOB ORDER CONTRACTING CONSTRUCTION SERVICES THROUGH THE
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

THIS CONTRACT made this ___ day of ___, 2019, by and between:

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

and

MURRAY PAVING & CONCRETE, LLC
17 Park Place
Paramus, New Jersey 07652
(Hereinafter, "Contractor")

WITNESSETH:

In consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will reconstruct portions of the First Avenue parking lot in the Township of Denville, as specified in the ESCNJ Coop#16/17-54 GC1 job order contracting documents, which are incorporated herein by reference.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all things necessary for the provision of renovating the construction office in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner, and in compliance with the specifications.

3. The Contractor will begin the work as soon as practicable after receipt of a project purchase order from the Owner and will complete the same within the time periods as set forth in the purchase order, unless a notification is made to the Contractor to extend a project completion date.
4. The Contractor agrees to perform all of the work described in the contract documents in a good, workmanlike and proper manner and agrees to comply with all the terms and conditions therein for the price or prices submitted by Murray Paving and Concrete, LLC in their job order contracting proposal submitted by the Gordian Group, LLC and as accepted by the governing body of the Owner. Said prices shall be full compensation for the furnishing of the work and materials for the reconstruction to the First Avenue Parking Lot and for all losses and damages arising out of the nature of the work or from any unforeseen difficulty encountered in the prosecution of the work and for all risks of any kind connected with the work and for all expenses incurred by or in consequence of the work.

5. The term "contract documents" means and will consist of all of the bid documents including, but not limited to, the Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Notice of Award, Notice to Proceed, Detailed Specifications, General Requirements, Addenda and Co-operative Contract #ESCNJ Coop #16/17-54 GC1

The contract documents enumerated above are hereby made a part of this contract as though they were physically attached hereto and by execution of this contract the Contractor acknowledges that he has examined and is familiar with the contents of the said contract documents.

6. The Owner will make payment to the Contractor after the Township Engineer reviews each payment application and all work on application is accepted.

7. If the Contractor shall fail to complete the work in accordance with the time frame agreed upon and set forth on each individual project purchase order, other than as a result of a delay due to valid weather conditions, the Contractor, upon receipt of written notice from the Township (by email or confirmed facsimile), shall complete the construction work and cure the conditions within the time period specified in the notice.

8. The Contractor agrees to indemnify and save harmless the Township, its officers, employees and agents, and each and every one of them, against and from 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 Contractor or its subcontractors or the officers, agents or employees
of either, while engaged in the performance of this Contract.

The Contractor 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 Contractor's negligent acts, errors or
omissions relative to the performance of this Contract.

This hold harmless obligation shall be applicable to any claim asserted against the
Township or any loss incurred arising out of the Contractor's performance of this Contract.

9. The Contractor shall be fully responsible for any acts and omissions of any
subcontractors and for any person directly or indirectly employed by said subcontractors to the same
extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing
in the contract documents shall create a contractual relationship between any subcontractor and the
Township or any obligation on the part of the Township to pay or to see to the payment of moneys
due any subcontractor except as may otherwise be required by law.

10. The Township shall not be responsible to Contractor, as an independent
contractor, in any matter excepting for payment of labor and materials furnished in accordance with
the terms of this Agreement.

11. Contractor shall comply with all federal, state and local laws and regulations
and shall hold the Township harmless for any violation thereof.

12. (a) The Contractor shall comply with the requirements of P.L. 1975, c. 127
and with Title 34:11-56.25 et seq., N.J.S.A., as amended by Chapter 64, New Jersey Public Laws of
1974, with respect to the payment of the prevailing wage rate in the Boonton, Montville, Mountain
Lakes, and the Denville local area, and specification of such wage rates in the contract for each craft, trade or classification.

(b) The Contractor shall submit an affidavit setting forth the names and addresses of all stockholders who own ten percent (10%) or more, or any class of stock in the corporation or of individual partners owning ten percent (10%) or more of interest in the partnership.

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

14. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of his right, title or interest therein or any part thereof, or of his power to execute such contract to any other person, company or corporation without the previous consent in writing of the Township and he shall not assign to another by power of attorney or otherwise any of the moneys to become due and payable under this contract unless by and with like consent. If the Contractor violates any of the above covenants, this contract may, at the option of the Township, be revoked and annulled and the Township shall thereupon be relieved and discharged from any and all liability and obligations growing out of this contract to the Contractor and to the person, company or corporation to whom the contract was assigned. Nothing herein contained shall be construed to hinder, prevent or effect an assignment by the Contractor for the benefit of his creditors pursuant to the laws of the State of New Jersey.

16. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

17. The Contractor herein represents that neither the Contractor nor any person owning five percent or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-6, 2C:27-7, or 2C:29-4 subsequent to September 13, 1977. This representation is made pursuant to P.I. 1977 Chapter 214.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereeto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Kathryn Bowditch-Leon, Municipal Clerk

TOWNSHIP OF DENVILLE

By:

Thomas W. Andes, Mayor

ATTEST:

By:

, Secretary

, President
STATE OF

COUNTY OF

I certify that on the day of , 2019,
personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Notary

STATE OF NEW JERSEY:

COUNTY OF MORRIS

I CERTIFY that on , 2019, personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDESJ the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Township Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2019.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)
Job Order

ESCNJ State Approved  Coop #65MCESCCPS
JOC Contract No.: ESCNJ 16/17-54 GC1

0 New Job Order  D Modify an Existing Job Order

Job Order Number: 069267.00
Job Order Title: Denville - First Avenue Streetscape
Contact: John K. Ruschke  Contractor Name: Murray Paving and Concrete
Phone: 973 432 8309  Contact: Steven Ramos
Phone:

Work to be Performed
Work to be performed as per the Final Scope of Work and the Price Proposal dated 05/14/2019, and as per the terms and conditions of JOC Contract No ESCNJ 16/17-54 GC1.

Brief Task Order Description:
First Ave Street Scape Project.

Time of Performance
Estimated Start Date: 
Estimated Completion Date: 

Liquidated Damages
Will apply: D  Will NOT apply: 00

Validation Information

Option 1 - Normal Working Hours  0.9700

Job Order Firm Fixed Price: $335,695.67

Owner Purchase Order:

Approvals

Project Manager  Date  Bureau/Division Manager  Date
Technical/Engineer Review  Date  Contracting Officer  Date

Task Order  Page 1 of 1
6/27/2019
To: Contractor Project Manager  
Murray Paving and Concrete  
210 South Newman Street  
Hackensack, NJ 07601

From: John K. Ruschke  
Mott MacDonald  
No Address Input  
973 4328309

Job Order No: 069267.00  
Job Order Title: Denville - First Avenue Streetscape  
Contract#: ESCNJ 16/17-54 GC1

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Revision 6/19/2019 - Township to clear of all vegetation, shrubs, and grass growth.

Subject to the terms and conditions of JOC Contract ESCNJ 16/17-54 GC1.

John K. Ruschke  
Date

Contractor Project Manager  
Date
Contractor's Cost Proposal - Summary (LIE/M)

ESCNJ State Approved Coop #65MCECCPS

Date: June 27, 2019

Re: IQC Master Contract#: ESCNJ 16117-54GC1
JOC Work Order#: 069267.00
Owner PO#: Denville - First Avenue Streetscape
Title: Murray Paving and Concrete
Contractor: $335,695.67

Proposal Value:

- Section 01: $42,144.47
- Section 02: $5,961.93
- Section 03: $27,285.71
- Section 04: $191,577.41
- Section 31: $6,953.35
- Section 32: $61,772.80

Proposal Total: $335,695.67

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: %
**Contractor's Cost Proposal - Detail (LJE/M)**

ESCNJ State Approved Coop #65MCECCPS

Date: June 27, 2019

Re: ESCNJ Master Contract#: ESCNJ16/17-54 GC1
JOC Work Order#: 069267.00
Owner PO#:
Title: Denville - First Avenue Streetscape
Contractor: Murray Paving and Concrete
Proposal Value: $335,695.67

<table>
<thead>
<tr>
<th>Line</th>
<th>Seel.</th>
<th>Item</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Labor</th>
<th>Equip.</th>
<th>Material (Excludes)</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01 22 20 00 0020</td>
<td>HR</td>
<td>Painter, Ordinary</td>
<td>For tasks not included in the Task Catalog and as directed by owner only.</td>
<td>Installation</td>
<td>8.00</td>
<td>x</td>
<td>75.87</td>
<td>x</td>
<td>0.9700</td>
<td>588.75</td>
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<td>2</td>
<td>01 22 20 00 0027</td>
<td>HR</td>
<td>Rodman (Reinforcing)</td>
<td>Ornamental</td>
<td>For tasks not included in the Task Catalog and as directed by owner only.</td>
<td>Installation</td>
<td>16.00</td>
<td>x</td>
<td>105.33</td>
<td>x</td>
<td>0.9700</td>
<td>1,634.72</td>
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<tr>
<td>3</td>
<td>01 22 23 00 0210</td>
<td>WK</td>
<td>2,400 LB Capacity, 72' Vv1de</td>
<td>Skid-Steer Loader (Bobcat)</td>
<td>Mth</td>
<td>Full-Time Operator</td>
<td>Installation</td>
<td>3.00</td>
<td>x</td>
<td>4,532.23</td>
<td>x</td>
<td>0.9700</td>
</tr>
<tr>
<td>4</td>
<td>01 22 23 00 0223</td>
<td>MO</td>
<td>Broom Attachment</td>
<td>For Skid-Steer Loaders</td>
<td>Installation</td>
<td>1.00</td>
<td>x</td>
<td>748.71</td>
<td>x</td>
<td>0.9700</td>
<td>726.25</td>
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<tr>
<td>5</td>
<td>01 22 23 00 0251</td>
<td>WK</td>
<td>3/8 CY Hydraulic Excavator</td>
<td>Full-Time Operator</td>
<td>Installation</td>
<td>2.00</td>
<td>x</td>
<td>4,863.92</td>
<td>x</td>
<td>0.9700</td>
<td>9,436.00</td>
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<td>6</td>
<td>01 22 23 00 0982</td>
<td>DAY</td>
<td>18 CY Rear Dump Truck</td>
<td>With Full-Time Truck Driver</td>
<td>Installation</td>
<td>3.00</td>
<td>x</td>
<td>1,455.37</td>
<td>x</td>
<td>0.9700</td>
<td>4,235.13</td>
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</tr>
<tr>
<td>7</td>
<td>01 56 26 00 0006</td>
<td>LF</td>
<td>Temporary 8' High Chain Link Fence</td>
<td>And Posts, Up To 6 Months</td>
<td>Installation</td>
<td>900.00</td>
<td>x</td>
<td>6.01</td>
<td>x</td>
<td>0.9700</td>
<td>5,246.73</td>
<td></td>
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<tr>
<td>8</td>
<td>01 56 26 00 0032</td>
<td>EA</td>
<td>12' Wide, 8' High, Temporary Chain Link Fence</td>
<td>Gate, Up To 6 Months</td>
<td>Installation</td>
<td>2.00</td>
<td>x</td>
<td>410.90</td>
<td>x</td>
<td>0.9700</td>
<td>797.15</td>
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</tbody>
</table>
## Contractor's Cost Proposal - Detail (L/E/M) Continues ..

**Job Order No:** 069267.00  
**Job Order Title:** Denville - First Avenue Streetscape

### Section· 01

#### Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed

<table>
<thead>
<tr>
<th>Installation</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4.00</td>
<td>402.00</td>
<td>0.9700</td>
<td>1,562.20</td>
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#### Debris Removal

<table>
<thead>
<tr>
<th>Installation</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>1.00</td>
<td>675.00</td>
<td>0.9700</td>
<td>654.75</td>
</tr>
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</table>

Subtotal for Section· 01 $42,144.47

### Section· 02

#### Saw Cut Minimum Charge for projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.

<table>
<thead>
<tr>
<th>Installation</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.00</td>
<td>749.93</td>
<td>0.9700</td>
<td>727.43</td>
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</tbody>
</table>

#### Asphalt Repairs in Front of Belgian Block Curbing

<table>
<thead>
<tr>
<th>Installation</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>816.00</td>
<td>1.66</td>
<td>0.9700</td>
<td>3,330.32</td>
</tr>
</tbody>
</table>

Subtotal for Section· 02 $5,961.93

### Section· 03
## Contractor's Cost Proposal - Detail (L/E/M) Continues..

**Job Order No:** 069267.00  
**Job Order Title:** Denville - First Avenue Streetscape

### Section - 03

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Contract Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>03/11/13</td>
<td>SF</td>
<td>Pile Cap, Pier Or Spread Footings Foundation Wood Formwork</td>
<td>476.00</td>
<td>8.15</td>
<td>0.9700</td>
<td>3,763.02</td>
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<tr>
<td></td>
<td></td>
<td><strong>FOOTING FORMWORK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>03/11/13</td>
<td>SF</td>
<td>For &lt;1,000, Add</td>
<td>433.00</td>
<td>1.52</td>
<td>0.9700</td>
<td>638.42</td>
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<tr>
<td>18</td>
<td>03/11/13</td>
<td>SF</td>
<td>Below Grade Walls Foundation Wood Formwork Excludes footing</td>
<td>745.00</td>
<td>11.02</td>
<td>0.9700</td>
<td>7,963.60</td>
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<td></td>
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<td><strong>FOOTING FORMWORK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>03/11/13</td>
<td>SF</td>
<td>For Curved Formwork, Add</td>
<td>506.00</td>
<td>29.95</td>
<td>0.9700</td>
<td>14,700.06</td>
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</table>

**Subtotal for Section - 03**  
**$27,285.71**

### Section - 04

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Contract Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>21</td>
<td>04/05/19</td>
<td>EA</td>
<td>2' Width, 8&quot; Length, 1/8&quot; Thick, Mill Galvanized, U Or Z Style, Rigid Partition Anchor</td>
<td>136.00</td>
<td>2.19</td>
<td>0.9700</td>
<td>288.90</td>
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<tr>
<td></td>
<td></td>
<td><strong>FENCE ANCHORING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>04/22/13</td>
<td>SF</td>
<td>12&quot; x 8&quot; x 16&quot;, Cored, Lightweight, Concrete Block</td>
<td>2,438.00</td>
<td>16.34</td>
<td>0.9700</td>
<td>38,641.81</td>
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<tr>
<td></td>
<td></td>
<td><strong>RETTAINING WALL BLOCK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>04/22/13</td>
<td>SF</td>
<td>For Curved Wall Application, Add</td>
<td>44.00</td>
<td>2.71</td>
<td>0.9700</td>
<td>115.66</td>
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<tr>
<td>24</td>
<td>04/43/16</td>
<td>CF</td>
<td>Sawn Edge Limestone Block, Sill, Lintel, Jamb And Other Trim</td>
<td>20.00</td>
<td>166.98</td>
<td>0.9700</td>
<td>3,239.41</td>
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<tr>
<td></td>
<td></td>
<td><strong>CAST STONE SIGNS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>04/43/16</td>
<td>SF</td>
<td>2&quot; Thick Bluestone Coping</td>
<td>356.00</td>
<td>32.20</td>
<td>0.9700</td>
<td>11,119.30</td>
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<tr>
<td></td>
<td></td>
<td><strong>12&quot; WALL CAP</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>04/72/00</td>
<td>SF</td>
<td>1&quot; Thick Cast Stone Veneer</td>
<td>2,913.00</td>
<td>46.90</td>
<td>0.9700</td>
<td>138,172.33</td>
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**Subtotal for Section - 04**  
**$191,577.41**

### Section - 31
Contractor's Cost Proposal - Detail (L/E/M) Continues

<table>
<thead>
<tr>
<th>Section</th>
<th>31</th>
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<tbody>
<tr>
<td>Job Order No:</td>
<td>069267.00</td>
</tr>
<tr>
<td>Job Order Title:</td>
<td>Denville - First Avenue Streetscape</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>CY Bank Run/Fill Sand</td>
<td>Installation</td>
<td>70.00</td>
<td>34.05</td>
<td>0.9700</td>
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<tr>
<td>28</td>
<td>TON #5 Stone Aggregate Fill (1/2&quot; To 1&quot; Clean)</td>
<td>Installation</td>
<td>27.00</td>
<td>25.07</td>
<td>0.9700</td>
</tr>
<tr>
<td>29</td>
<td>CY Over 12&quot; Wide, Excavation for Trenching by Machine in Soil</td>
<td>Installation</td>
<td>112.00</td>
<td>5.43</td>
<td>0.9700</td>
</tr>
<tr>
<td>30</td>
<td>CY For &gt;50 To 250, Add</td>
<td>Installation</td>
<td>188.00</td>
<td>1.36</td>
<td>0.9700</td>
</tr>
<tr>
<td>31</td>
<td>CY Excavation For Trenching By Hand In Soil/Includes stockpiling excess materials and trimming sides and bottom of trench.</td>
<td>Installation</td>
<td>7.00</td>
<td>107.21</td>
<td>0.9700</td>
</tr>
<tr>
<td>32</td>
<td>CY Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine</td>
<td>Installation</td>
<td>78.00</td>
<td>3.07</td>
<td>0.9700</td>
</tr>
<tr>
<td>33</td>
<td>CY Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand</td>
<td>Installation</td>
<td>9.00</td>
<td>29.78</td>
<td>0.9700</td>
</tr>
<tr>
<td>34</td>
<td>CY Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera</td>
<td>Installation</td>
<td>87.00</td>
<td>6.19</td>
<td>0.9700</td>
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<tr>
<td>35</td>
<td>CY For &gt;50 To 250, Add</td>
<td>Installation</td>
<td>145.00</td>
<td>1.55</td>
<td>0.9700</td>
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<tr>
<td>36</td>
<td>CY Bulk Excavation by Hydraulic Excavator, Front End Loader, Backhoe in Soil</td>
<td>Installation</td>
<td>126.00</td>
<td>4.38</td>
<td>0.9700</td>
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<tr>
<td>37</td>
<td>CY Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine</td>
<td>Installation</td>
<td>24.00</td>
<td>4.88</td>
<td>0.9700</td>
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</table>
### Section - 31

<table>
<thead>
<tr>
<th>Job Order No</th>
<th>069267.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Order Title</td>
<td>Denville - First Avenue Streetscape</td>
</tr>
</tbody>
</table>

#### CY 38 31 23 16 36 0017
- **Backfilling Around Building Foundations And Other Structures By Skid-Steer Loader**
- **Quantity**: 42.00
- **Unit Price**: 3.54
- **Factor**: 0.9700
- **Total**: $144.22

#### BACKFILL 39 31 23 16 36 0017 0009
- **For >50 To 250, Add**
- **Quantity**: 70.00
- **Unit Price**: 1.42
- **Factor**: 0.9700
- **Total**: $96.42

#### CY 40 31 23 16 36 0018
- **Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader**
- **Quantity**: 45.00
- **Unit Price**: 4.08
- **Factor**: 0.9700
- **Total**: $178.09

#### CY 41 31 23 16 36 0018 0009
- **For >50 To 250, Add**
- **Quantity**: 75.00
- **Unit Price**: 1.63
- **Factor**: 0.9700
- **Total**: $118.58

### Subtotal for Section - 31

$6,953.35

---

### Section - 32

<table>
<thead>
<tr>
<th>Job Order No</th>
<th>069267.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Order Title</td>
<td>Denville - First Avenue Streetscape</td>
</tr>
</tbody>
</table>

#### EA 42 32 01 17 63 0026
- **Asphalt Placement For Small Repair Areas, Hot Mix, Up To 3 Tons**
- **For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.**
- **Quantity**: 1.00
- **Unit Price**: 1,764.74
- **Factor**: 0.9700
- **Total**: $1,711.80

#### SF 43 32 14 11 000005
- **4" Stone Dust Bedding, Screeded**
- **Quantity**: 2,085.00
- **Unit Price**: 1.29
- **Factor**: 0.9700
- **Total**: $2,608.96

#### SF 44 32 14 13 16 0006
- **2-3/8" Thick, Precast Concrete Paver, Combinations And Patterns**
- **Patterns made by combining pavers from two or more size groups.**
- **Quantity**: 2,085.00
- **Unit Price**: 8.42
- **Factor**: 0.9700
- **Total**: $17,029.03

#### SF 45 32 14 13 16 0006 0071
- **For Cement/Sand Mix Or Polymeric Sand Joints, Add**
- **Quantity**: 2,085.00
- **Unit Price**: 0.68
- **Factor**: 0.9700
- **Total**: $1,375.27

#### LF 46 32 16 13 43 0004
- **6" To 8" x 12" To 14" Split Face Granite Curb, Straight Section**
- **Quantity**: 81.00
- **Unit Price**: 25.37
- **Factor**: 0.9700
- **Total**: $1,993.32

#### LF 47 32 16 13 43 0004 0053
- **For >50 To 100, Add**
- **Quantity**: 81.00
- **Unit Price**: 2.43
- **Factor**: 0.9700
- **Total**: $190.93

#### LF 48 32 31 19 00 0003
- **3" Wrought Iron Fence, Verticals At >2-1/2" To 3" On Center**
- **Quantity**: 356.00
- **Unit Price**: 58.33
- **Factor**: 0.9700
- **Total**: $20,142.52

---

Contractor's Cost Proposal - Detail (UEIM) Report

Page 5 of 6

612712019
## Contractor's Cost Proposal - Detail (L/E/M) Continues ..

### Job Order No: 069267.00
### Job Order Title: Denville - First Avenue Streetscape

#### Section - 32

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>Factor</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td><strong>FENCE</strong></td>
<td>356.00</td>
<td>35.24</td>
<td>0.9700</td>
</tr>
<tr>
<td><strong>CY</strong></td>
<td>23.00</td>
<td>81.28</td>
<td>0.9700</td>
</tr>
<tr>
<td><strong>MULCH</strong></td>
<td>23.00</td>
<td>-9.74</td>
<td>0.9700</td>
</tr>
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</table>

Subtotal for Section - 32: **$61,772.80**

#### Proposal Total

This Proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the propose total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: %

---

Contractor's Cost Proposal - Detail (UEiM) Report

Page 6 of 6

612712019
June 10, 2019

Township of Denville

ATIN: John Ruschke

Proj Ref: Denville= First Ave Streetscape

First Ave
Denville NJ 07834

Murray Contracting has provided this proposal inclusive of all insurances, certifications, supervision, coordination, materials, equipment and prevailing wage labor to complete the scope of work.

Murray Contracting proposes to complete the scope of work in accordance with the plans for First Avenue Streetscape Improvement Project, reference project 394333AA, provided by John K. Ruschke.

Please note the following with regards to this price proposal:
- Murray proposes both new signs in stone to match look of stone wall. Murray will submit shop drawings for approval upon award of the project.
- We exclude permit fees and other than normal working hours.

We look forward to working with you.
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 07/05/19

Murray Paving & Concrete, LLC
17 Park Place
Paramus, New Jersey 07652
Name and Address of Contractor

Denville First Avenue Street Scape  $335,695.67
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>General Cao</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-549-911</td>
<td>$45,077.17</td>
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<td>$165,254.08</td>
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<tr>
<td>04-216-55-559-911</td>
<td>$103,974.54</td>
<td>$103,974.54</td>
</tr>
<tr>
<td>04-216-55-570-911</td>
<td>21,389.88</td>
<td>21,389.88</td>
</tr>
</tbody>
</table>

TOTAL $335,695.67

Signed: ____________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

<table>
<thead>
<tr>
<th>DEPT., ACCT.#, ORD.#</th>
<th>General Cao</th>
</tr>
</thead>
<tbody>
<tr>
<td>04-216-55-549-911</td>
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</tr>
<tr>
<td>04-216-55-570-911</td>
<td>21,389.88</td>
</tr>
</tbody>
</table>

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

COMMENTS: Fund availability are predicated on available budget

CERT19-28

Michael Guarino
Chief Financial Officer
7/05/19
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR CERTAIN REAL ESTATE FINANCIAL ADVISORY SERVICES

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

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

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

WHEREAS, Nassau Capital Advisors, Inc. has submitted a proposal indicating it will provide the real estate financial advisory services for a sum not to exceed $13,500; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #19-30, which is annexed hereto and made a part hereof, that this contract will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

01-201-20-155-254 $13,500.00; 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 contracts themselves must be available for public inspection.

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional services agreement with Nassau Capital Advisors, LLC, 12 Vandeventer Avenue, P.O. Box 1475, Princeton, NJ 08542 for certain real estate financial advisory services.

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

3. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Date
Kathryn Bowditch-Leon, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2019, 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:

NA Wassau Capital Advisors, LLC
12 Vaneventer Avenue
P.O. Box 1475
Princeton, New Jersey 08542

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Nassau Capital Advisors, LLC for certain real estate financial advisory services; and

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

WHEREAS, the Township desires to retain Nassau Capital Advisors, LLC, 12 Vaneventer Avenue, P.O. Box 1475, Princeton, New Jersey to provide the above-referenced services.

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

1. The Firm agrees to provide professional real estate financial advisory services as outlined in the firm's proposal dated June 11, 2019, attached hereto as Exhibit A, to the extent that it is consistent with this Agreement.
2. The Firm shall be compensated in accordance with the fees established in the attached proposal in an amount not to exceed $13,500. Payment shall be made to the firm upon submission of vouchers to be provided by the Township. There shall be no retainer. The Firm shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement.

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

ATTEST:

TOWNSHIP OF DENVILLE

By: ____________________________

Kathryn Bowditch-Leon, Clerk

By: ____________________________

Thomas W. Andes, Mayor

ATTEST:

By: ____________________________
STATE OF NEW JERSEY:
COUNTY OF MORRIS

I CERTIFY that on , 2019, KATHRYN BOWDITCH-LEON personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2019.

Kathryn Bowditch-Leon, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY:
COUNTY OF MORRIS

I CERTIFY that on , 2019, ~~~~ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed the attached document; and
(b) signed, sealed and delivered this document as his or her act and deed.

A Notary Public of New Jersey
My Commission expires
June 1, 2019

Edward J. Buzak, Esq.
The Buzak Law Group, LLC
150 River Road, Suite N-4
Montville, NJ 07045

Re: Real Estate Financial Advisory Services - Denville Township (Morris County)
Regarding Redevelopment Proposal by Station Village at Denville, LLC
(“Developer”)
Block 31207, Lots I3 and I7, Denville, NJ (“Project Site”)

Dear Mr. Buzak:

It was a pleasure to speak with you this week about this redevelopment project, and the request on the part of Denville Township for certain real estate financial advisory services to assist the Township in its formulation of financial and redevelopment agreements for the project captioned above. I am pleased to provide you with this proposal, scope of work and compensation arrangement in connection with such services which our firm would be pleased to provide to the Township.

Background:

I understand that Denville Township ("Township") has been in negotiations with Station Village ("Developer") regarding the Developer's plans to construct a 59-unit inclusionary multi-family project on the Project Site. The Developer has requested that the Township approve a financial agreement pursuant to the Long Term Tax Exemption Law to provide for payments in lieu of real estate taxes on the Project. In a letter to the Township from counsel to the Developer dated May 28, 2019, including an attachment from Developer's financial advisor) the Developer stated that the Project, in the absence of a financial agreement permitting payments in lieu of taxes, is not financially feasible.

The Township seeks the assistance of a real estate financial advisor to evaluate the Developer's requests for financial assistance, and to provide the Township with advice and recommendations with respect to (i) the need for a PILOT Agreement in order to make the project financially feasible; (ii) the specific structure and formulation of a PILOT, assuming such an agreement is determined to be in the Township's interests; and (iii) other details of a redevelopment agreement that are of importance to the Township.

Scope of Work:

I am confident our firm can assist the Township in providing the necessary financial analysis of the Project, in order to determine whether a PILOT agreement is needed, and if so, how such an agreement should be structured to the advantage of the Township.

As a first step in our scope of work, we would prepare our own detailed, independent financial model of the Project. In preparing our financial model, we would review the financial information on the project by Mr. Thomas Banker, consultant to the Developer. However, we would also undertake our own evaluation of the
The reasonableness of such data (including costs, rents and projected absorption schedules), based upon our own data base and development experience with many similar projects throughout New Jersey. Where appropriate, we will make adjustments to Mr. Banker's assumptions in preparing our financial model.

The model will enable us to determine an estimated Internal Rate of Return (IRR) to the Developer with and without a PILOT agreement. The Internal Rate of Return is the principal standard of financial feasibility widely utilized and accepted in the real estate capital markets.

We can then collaborate with Township officials in undertaking a series of "what if" scenarios for the development plan that measure the financial impact on the developer of changes to key assumptions, such as the presence or absence of a PILOT agreement and a PILOT payment rate higher than the statutory minimum of 10% of Annual Gross Revenues. This type of analysis (which is widely used by developers in their own internal analysis of development plans) will be of great value to the Township in negotiations with the Developer.

In connection with our work, we will likely prepare one or more written reports with findings and conclusions. We will be available for meetings with Township officials as well as meetings with the Developer and members of the public if requested. For research and report preparation, I will be assisted by my associate, Mr. Gerry Doherty, who has worked closely with me on dozens of similar matters in New Jersey over the past several years.

Qualifications:

I have attached a summary of my professional qualifications as real estate financial advisor to municipalities in similar matters. I invite you to visit our website at www.nassaucap.com. Mr. Doherty and I authored a report published in September, 2015 by the New Jersey State League of Municipalities, entitled Demographic and Economic Constraints on the Inclusionary Zoning Strategy Utilized for the Production of Low and Moderate Income Housing in New Jersey. That report may be accessed on our website, at the bottom of the Home page. www.nassaucap.com. I am currently serving as an expert witness for dozens of N.J. municipalities in connection with litigation and settlement negotiations related to Mt. Laurel declaratory judgement actions in several courts throughout the state.

Our firm has also served as financial advisor to numerous municipalities in connection with redevelopment matters, including negotiations for tax abatement agreements.

We recently provided similar real estate financial advisory assistance to Washington Township (Gloucester County) in connection with the settlement of litigation with a developer related to the level of affordable housing to be provided in a 400-unit multi-family redevelopment project, as well as a controversy over the need for, and structure, of a PILOT agreement for the project. The Washington Township matter has been settled with our assistance (including a PILOT agreement of considerable financial value to the Township), and the project is now underway. I invite you to contact special counsel to Washington Township in this matter with whom we worked closely, as a reference. His name is Erik Nolan, Esq. of the firm Jeffrey R. Surenian & Associates. His telephone number is (732) 612-3100. Erik’s email is en@surenian.com.

We have served as financial advisors to Ewing Township ( Mercer County) in connection with the Parkway Avenue Redevelopment Project. Our services included successful negotiations for a PILOT agreement for a 900-unit multi-family project with one of New Jersey's largest apartment developers. You may contact Kevin McManimon, Esq., partner with McManimon Scotland and Bauman, who served as special counsel to the Township on the matter: kmcmanimon@msbnj.com.

We currently are engaged by the Town of Phillipsburg, NJ (Warren County) to advise the Mayor and council on the structure and implementation of a PILOT agreement with Bridge Development Company, which is developing approximately 3 million square feet of warehouse-distribution space in the Town. I encourage you to contact...
Mayor Steve Ellis at sellis@phillipsburgnj.org. You also may contact counsel to the Town, Richard Wenner, Esq., rw@lsaclaw.com.

Compensation:

Our compensation for these services will be based on our time devoted to the matter, based upon our current hourly rates. My hourly rate is $335.00 per hour for research, meeting attendance and report preparation. Mr. Doherty’s hourly rate is $290.00 per hour for research, meeting attendance and report preparation. In the event the matter requires my participation in litigation as an expert witness on behalf of the Township, my hourly rate for depositions and court testimony is $360.00 per hour.

Our fees will cover all routine office and reproduction expenses. Our travel costs will be billed at the current IRS mileage allowance for business travel, plus tolls and parking. We will invoice the Township monthly for our services, and payment will be due within 30 days of an invoice.

Our compensation is not contingent upon achieving a particular outcome in this matter.

This agreement may be terminated by either party, without cause, upon providing two-week advanced written notice. In the event of termination, we will submit an invoice for work performed up to the date of termination, and upon payment of that invoice, neither party shall have any further obligation to the other.

We are available to begin work on this matter immediately. If this Letter accurately summarizes our agreement, please indicate by signing in the space provided below and returning a copy for my files. We look forward to working with you and your colleagues on this matter.

With best regards,

Sincerely,

Agreed:

S. Powell, Jr.
Managing Director

Attachment

Name:
Title:
Date:
EXHIBIT B

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF ~~~~~~~~~~~~~~~~~~~

COUNTY OF ~~~~~~~~~~~~

I, being first duly sworn under oath, affirm that I am ____________ (sole owner, a partner, president, secretary, etc.) of

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

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

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

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

2. During the performance of this Contract, the Contractor agrees, pursuant to N.J.S.A. §10:6-31 et seq., as follows:

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus; colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationally 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, nationally 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 notice of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Ammum Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form M302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

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

(Signature) (Title)

Notary Public of

My Commission Expires: — — —

SWORN AND SUBSCRIBED TO BEFORE ME THIS DAY OF , 20
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A.10:6-31 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 D No 0
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 D No 0
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 (M302) 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 falls 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>License Number:</th>
<th>1121171</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date:</td>
<td>June 04, 2012</td>
</tr>
<tr>
<td>Incorporation Date:</td>
<td>July 22, 2015</td>
</tr>
</tbody>
</table>

NASSAU CAPITAL ADVISORS LLC
12 VANDervoorn Avenue
PRINCETON, NJ 08542

F(OR USE ONLY)
201-731-40944
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 07/11/19

Nassau Capital Advisors, LLC
12 Vandeventer Avenue, P.O. Box 1475
Princeton, NJ 08542
Name and Address of Contractor

Real Estate Financial Advisory Services $13,500.00
Name of Description of Pending Contract Amount of Contract

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

<table>
<thead>
<tr>
<th>DEPT., ACCT.#, ORD.#</th>
<th>General Cap</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-201-20-155-254</td>
<td>$13,500.00</td>
<td>$13,500.00</td>
</tr>
</tbody>
</table>

TOTAL $13,500.00

Signed: ____________________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

| 01-201-20-155-254 | $13,500.00 |

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

COMMENTS:

CERT19-30
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE OF A STRYKER AMBULANCE STRETCHER IN ACCORDANCE WITH THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE NO.CK04

WHEREAS, The Township of Denville wishes to purchase one (1) Stryker ambulance stretcher detailed on a quote for the Denville Volunteer Fire Department; and

WHEREAS, said equipment can be purchased from Stryker EMS Equipment. 3800 East Centre Ave, Portage, MI 49002, through the New Jersey Cooperative Purchasing Alliance NO.CK04, Resolution #603-18; and

WHEREAS, the maximum amount of the contract is $53,365.70 in accordance with the attached quotation; and

WHEREAS, public bids are not required when the purchase is made through an authorized State of New Jersey approved cooperative contract in accordance with N.J.S.A. 40A:11-10 of the Local Public Contracts Law; and

WHEREAS, the Chief Financial Officer of the Township of Denville has certified in certification #19-29, which is annexed hereto and made a part thereof, that this contract will be charged to the following budget appropriation and that adequate funds are available under the following line item account:

| 04-216-55-579-905 | $53,365.70 |

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 a contract for the purchase of one (1) Stryker ambulance stretcher be awarded to Stryker EMS Equipment, in accordance with the terms and conditions contained in the New Jersey Cooperative Purchasing Alliance #CK04, Resolution # 603-18 and the Mayor and Township Clerk are hereby authorized to execute same.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

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

Certification Dated: Kathryn M. Bowditch-Leon, RMC Municipal Clerk
# Quotation

**Date:** 7/3/19  
**Company:** Denville Vol Fire  
**Contact:** Bill Keating  
**Invoice to:** Stryker sales corporation  
**P.O. Number:**  
**Billing Address:** Twp of Denville  
**Shipping Address:** Two Indian Road  
**P.O. Box:** PO Box 93308  
**Address:** Chicago, IL. 60673  
**Phone:** 201.919.4086  
**Fax:** 201.919.4086  
**Email:** billkeating4 7@.verizon.net  
**Website:** www.ems.stryker.com

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item#</th>
<th>Name</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6390-0555-000</td>
<td>MTS Power Load Cot Fastening System</td>
<td>$25,490.70</td>
<td>$25,490.70</td>
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<tr>
<td>1</td>
<td>75011PT</td>
<td>5yr Complete Service &amp; Warranty (6390)</td>
<td>$4,330.00</td>
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<tr>
<td>1</td>
<td>6506-000-000</td>
<td>POWER-PROXT (6506)</td>
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<td>6082-502-010</td>
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<td>6500-038-000</td>
<td>SMRT Power Battery System Complete</td>
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<td>6500-147-000</td>
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<td>6500-002-150</td>
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<td>6500-128-000</td>
<td>POWER-PROXT X Restraint Package (Standard)</td>
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<td>6092-936-018</td>
<td>POWER-PROXT Safety Hook (J)</td>
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<td>POWER-PROXT Storage Flat (Head End)</td>
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<td>1</td>
<td>6500-315-000</td>
<td>POWER-PROXT 3 Stage IV Pole (P/R)</td>
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<td>POWER-PROXT Pocketed BackrestStorage Pouches</td>
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<td>POWER-PROXT SteerLockOption</td>
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<tr>
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<td>PowerLoad CompatibilityKit</td>
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<td>1</td>
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<td>5yr Complete Service &amp; Warranty (6506)</td>
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**Sub Total:** $53,365.70  
**Shipping & Handling:** $0.00  
**Taxes:** 0.00%  
**TOTAL:** $53,365.70

*Pricing per Bergen County Co-op Resolution 603-18*

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**Signature:**------------------  
**Title:**------~------

**Terms:** Net 30 days. FOB Destination  
**Order Subject to approval by Stryker Corporation. Taxes will be invoiced as a separate item when applicable. Credit cannot be allowed on returns of special or modified items. All approved returns will be accepted ONLY in Kalamazoo, Michigan. Proposals are effective 30 days from submittal.**

**Comments:** Customer is responsible for having the loading system installed by their installer of choice.

Thank you for your business.
TOWNHShip 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 07/08/19

Stryker EMS Equipment
3800 East Centre Ave
Portage, MI 49002
Name and Address of Contractor

Stryker ambulance stretcher $53,365.70
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. #</th>
<th>ORD. #</th>
<th>General Cap</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>04-216-55-579-905</td>
<td></td>
<td>$53,365.70</td>
<td>$53,365.70</td>
</tr>
</tbody>
</table>

TOTAL $53,365.70

Signed: ____________
Department or Division Head

PLEASE ATTACH A COPY OF PROPOSED CONTRACT

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

04-216-55-579-905 $53,365.70

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

COMMENTS:

07/08/19
Date

CERT19-29