PUBLIC COMMENTS: COUNCIL REQUESTS THAT PUBLIC COMMENTS BE LIMITED TO (3) THREE MINUTES PER PERSON AND MUST BE PRE-ARRANGED WITH THE MUNICIPAL CLERK

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

SALUTE TO THE FLAG

INVOCATION

NOTICE OF PUBLIC MEETING

MEETING CLOSED:

ROLL CALL

KUSER__________GABEL_________GOLINSKI__________LYDEN__________

SCOLLANS_________SMITH__________PRESIDENT FITZPATRICK__________

IN ATTENDANCE

MAYOR ANDES__________ADMINISTRATOR WARD__________

TOWNSHIP ATTORNEY

OTHERS:
CEREMONIAL MATTERS AND/OR PRESENTATIONS

COUNCIL LIAISON/COMMITTEE REPORTS

MAYOR’S REPORT

ADMINISTRATOR’S REPORT

PUBLIC PORTION

CORRESPONDENCE

MATTERS OF OLD AND/OR NEW BUSINESS

ORDINANCE(S) FOR ADOPTION

NONE

ORDINANCE(S) FOR INTRODUCTION

NONE

ITEMS FOR DISCUSSION AND/OR ACTION

NONE SCHEDULED

RESOLUTIONS # CONSENT AGENDA ITEMS
R-14-143# RESOLUTION AUTHORIZING EXECUTION OF A TEMPORARY ACCESS EASEMENT AGREEMENT WITH ST. CLARE’S HOSPITAL FOR REMOVAL OF EXCESS SILT, SEDIMENTATION AND DEBRIS FROM THE ROCKAWAY RIVER

R-14-144# RESOLUTION AUTHORIZING REINSTATEMENT OF THE ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

R-14-145# RESOLUTION AUTHORIZING A REFUND OF A COAH DEVELOPMENT FEE IN THE AMOUNT OF $57.00

R-14-146# RESOLUTION AUTHORIZING RAFFLE LICENSES IN THE TOWNSHIP OF DENVILLE

NON-CONSENT RESOLUTIONS

R-14-147 RESOLUTION AUTHORIZING REFUND OF RECREATION DEPARTMENT FEES

R-14-148 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH JOHN K. RUSCHKE, P.E. FOR PROFESSIONAL ENGINEERING SERVICES

R-14-149 RESOLUTION AWARDING CONTRACT FOR A FOUR WHEEL DRIVE LOADER PURSUANT TO BID AMOUNT OF $157,489.00 WITH A TRADE-IN CREDIT OF $8,500 FOR A TOTAL OF $148,989.00

R-14-150 RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH JASON KASLER FOR PROFESSIONAL PLANNING SERVICES

MINUTES FOR ADOPTION  6-10-14

MOTION TO ADJOURN
RESOLUTION AUTHORIZING EXECUTION OF A TEMPORARY ACCESS EASEMENT AGREEMENT WITH ST. CLARE'S HOSPITAL FOR REMOVAL OF EXCESS SILT, SEDIMENTATION AND DEBRIS FROM THE ROCKAWAY RIVER

WHEREAS, the Township desires to obtain a temporary access easement on property known as Block 50001, Lot 2 and Block 50002, Lot 2, also known as 25 Pocono Road owned by St. Clare's Hospital, Inc. to access the Rockaway River in order to remove excess silt, sedimentation and debris from the river; and

WHEREAS, the parties have agreed upon the terms of a Temporary Access Easement Agreement.

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

1. The Mayor and Township Clerk are hereby authorized to execute a Temporary Access Easement Agreement with St. Clare's Hospital, Inc.

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

3. This Resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
TEMPORARY ACCESS EASEMENT AGREEMENT

THIS AGREEMENT, made this day of June, 2014 (the "Effective Date"), 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 the "Township")

and:

SAINT CLARE'S HOSPITAL, INC. a New Jersey nonprofit corporation
25 Pocono Road
Denville, NJ 07834

(Hereinafter "Owner")

WITNESSETH:

WHEREAS, Owner owns certain property in the Township known as Block 50001, Lot 2 and Block 50002, Lot 2, also known as 25 Pocono Road ("Owner's Property"); and

WHEREAS, the Township wishes to remove excess silt, sedimentation and debris from the Rockaway River (the "River") in and around the bridge located on Pocono Road in Denville, immediately adjacent to Owner's Property in order to increase the flow of water and mitigate flooding (the "Work"); and

WHEREAS, the Township has requested that Owner permit the Township to access the River through Owner's Property in order to perform the Work; and
WHEREAS, the Owner wishes to grant a temporary access easement to the Township for the purpose of access to and egress from the River in connection with the Work, according to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE ($1.00) DOLLAR, and the mutual undertakings of and benefits to the parties herein, Owner hereby gives, grants and conveys to the Township a temporary access easement (the “Easement”) through Owner’s Property, for the purposes hereinafter set forth, over, across, through and upon those certain areas depicted and labeled as “50’ x 12’ STABILIZED CONSTRUCTION ENTRANCE”; “PATH OF HYDRAULIC EXCAVATOR AND/OR TRANSPORT EQUIPMENT”; and “TEMPORARY STOCKPILE AREA” on the attached Exhibit A, incorporated herein by reference, located upon Owner’s Property (the “Easement Area”).

1. **Use of Easement Area.** During the Term (defined below) the Township shall have the right to traverse the Easement Area with such equipment as may be necessary for the Township, its agents, servants, employees, representatives, contractors, licensees and invitees (collectively, the “Township Related Parties”) for access to and egress from the River for the purpose of performing the Work, which is scheduled to commence on or about September 1, 2014. In addition, the Township shall have the right to store materials and equipment in that area depicted and labeled as “TEMPORARY STOCKPILE AREA” on Exhibit A (the “Stockpile Area”) for a period of four (4) weeks (the “Stockpile Period”), which Stockpile Period shall commence on the first business day after the Township delivers to Owner a written notice of commencement of the Work.

2. **Disturbance of Landscaping; Restoration.** The Township covenants and agrees that the Township and the Township Related Parties shall use their best efforts to minimize the disturbance of any landscaping, grade or vegetation on Owner’s Property and shall not (a)
remove or disturb any established trees or shrubs on Owner's Property without obtaining Owner's prior written consent, (b) alter the grade beyond such alteration that would reasonably result from the Township and Township Related Parties traversing the Easement Area as provided herein without the obtaining Owner's prior written consent; or (c) store any materials, equipment or vehicles anywhere on Owner's Property, except for those materials and equipment stored within the Stockpile Area during the Stockpile Period. In the event of any disturbance to or alteration of the surface of Owner's Property, within or outside the Easement Area, during the term of this Agreement, Township shall restore the surface as nearly as possible to the same condition as existed immediately prior to this Agreement. In the event of any violation of Township's covenants in this Section 2, Owner shall have the right to immediately revoke, either permanently or temporarily, without penalty and upon delivery of written notice to Township, this Agreement, the Easement, and all access to the Easement Area.

3. **Insurance.** The Township shall, at the Township's sole cost and expense, maintain or cause to be maintained in force a comprehensive general commercial liability policy or policies insuring against liability for injury to and/or death of and/or damage to property of any person or persons in connection with any activity undertaken by or on behalf of Township in relation to the Township's use of the Easement or the Work, in reasonably adequate amounts, but not less than $1,000,000, as well as worker's compensation insurance meeting statutory requirements and covering all workers involved in the Township's use of the Easement or the Work. Such policy or policies shall, among other things, name Owner as an additional insured and include a provision that the insurance company or companies shall not cancel, non-renew, or change coverage from the requirements of this Agreement without providing at least 15 days' advance written notice to Owner. Such insurance shall be carried by The Morris County Joint Insurance Fund, and shall be in full force and effect until this Agreement has been fully
performed, and all equipment, materials and Township Related Parties have permanently been removed or left the Owner's Property. The Township shall provide to Owner certificates of any and all insurance policies required by this Agreement prior to entering on Owner's Property or the Easement Area, or performing any of the Work.

4. **Indemnification.** In further consideration of the grant of the Easement by Owner, the Township covenants and agrees that use of the Easement and Easement area by Township and Township Related Parties, shall be at its and their own risk. The Township covenants and agrees to save, hold and keep harmless and indemnify the Owner from any and all claims, causes of action, losses or damage caused directly or indirectly by the use of the Easement, the performance of the Work, the presence of Township or Township Related Parties on Owner's Property or the Easement Area during the Term, or the storage of the Township's equipment or materials within the Stockpile Area.

5. **Term.** The term of this Agreement and the Easement (the "Term") shall commence on the Effective Date and shall expire, cease and be abandoned upon the sooner to occur of (a) the completion of the Work; or (b) September 1, 2015.

6. **Public Records.** The Township shall not file or record this Agreement, or any memorandum thereof, in any public title records. In the event of a violation of this Section 6, Township shall execute a release in recordable form immediately upon written request from Owner.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

*Signatures on Following Page*
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
seals or caused their proper corporate officers and their proper corporate seals to be affixed
hereto the day and year as indicated on the attached acknowledgments.

ATTEST:

_________________________________________
Donna I. Costello, Clerk

TOWNSHIP OF DENVILLE

By: _______________________________________
    Thomas W. Andes, Mayor

ST. CLARE'S HOSPITAL, INC.

[Attestations on following pages.]
STATE OF NEW JERSEY:

COUNTY OF MORRIS:

I CERTIFY that on , 2014, DONNA I. COSTELLO 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. 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 , 2014.

Donna I. Costello, Clerk

(Notary sign, seal, stamp)
STATE OF
COUNTY OF : SS:

I CERTIFY that on , 2014,

personally came before me and acknowledged under oath, to my satisfaction, that:

(a) this person is the of the Corporation named in the attached document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is , the of the Corporation;

(c) this document was signed and delivered by the Corporation as its voluntary act;

(d) this person knows the proper seal of the 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 , 2014.

____________________________________
(Notary sign, seal stamp)
EXHIBIT A

Easement Area; Stockpile Area
RESOLUTION AUTHORIZING REINSTATMENT OF THE
ORIGINAL SEWER ASSESSMENT INSTALLMENT PLAN
FOR CERTAIN PROPERTIES IN THE TOWNSHIP OF DENVILLE

WHEREAS, on February 7, 1995, 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 7, 1995; 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 families (signature)

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.

CERTIFIED TO BE A TRUE AND EXACT
COPY OF RESOLUTION ADOPTED ON
6-24-14

Donna I. Costello, RMC/CMC
Municipal Clerk
CONSTRUCTION DEPARTMENT

RESOLUTION AUTHORIZING A REFUND
OF A COAH DEVELOPMENT FEE

WHEREAS, the permit payor listed below has overpaid the COAH Development Fee in the amount shown;

and

WHEREAS, the permit payor 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 from the Housing Trust Fund be made to the following named individual as a result of overpayment.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PERMIT NUMBER</th>
<th>AMOUNT</th>
<th>REVENUE ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald &amp; Catherine Salge</td>
<td>130678</td>
<td>$57</td>
<td>17-280-56-000</td>
</tr>
</tbody>
</table>


CERTIFICATION DATE

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

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

<table>
<thead>
<tr>
<th>NAME OF ORGANIZATION</th>
<th>TYPE OF RAFFLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morris Catholic H.S.</td>
<td>4 - On Prem 50/50</td>
<td>9-20-14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10-3-14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10-25-14</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11-1-14</td>
</tr>
<tr>
<td>St. Mary's Prep</td>
<td>50/50</td>
<td>1-25-15</td>
</tr>
</tbody>
</table>
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 program 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, be authorized to be issued to the resident(s) named in said resolution as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>REFUND AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathy Aber</td>
<td>$130.00</td>
</tr>
<tr>
<td>Melissa Blum</td>
<td>$130.00</td>
</tr>
<tr>
<td>Alyssa Bolivar</td>
<td>$378.00</td>
</tr>
<tr>
<td>Christina Carlson</td>
<td>$130.00</td>
</tr>
<tr>
<td>Kathleen Clark</td>
<td>$870.00</td>
</tr>
<tr>
<td>Stephanie Crammond</td>
<td>$260.00</td>
</tr>
<tr>
<td>Pam DeNucci</td>
<td>$130.00</td>
</tr>
<tr>
<td>Amy Gordon</td>
<td>$377.00</td>
</tr>
<tr>
<td>Pauline Homsi</td>
<td>$130.00</td>
</tr>
<tr>
<td>Kiran Lagu</td>
<td>$250.00</td>
</tr>
<tr>
<td>Monica Lammers</td>
<td>$507.50</td>
</tr>
<tr>
<td>Darlene Landoifi</td>
<td>$520.00</td>
</tr>
<tr>
<td>Jeanine Mahan</td>
<td>$260.00</td>
</tr>
<tr>
<td>Roxanne Mayrowetz</td>
<td>$377.50</td>
</tr>
<tr>
<td>Janice Pearson</td>
<td>$189.50</td>
</tr>
<tr>
<td>Christian Pearson</td>
<td>$188.00</td>
</tr>
<tr>
<td>Jean Sullivan</td>
<td>$260.00</td>
</tr>
<tr>
<td>Ann Varanelli</td>
<td>$260.00</td>
</tr>
<tr>
<td>Amy White</td>
<td>$637.50</td>
</tr>
<tr>
<td>Susan Woods</td>
<td>$2,550.00</td>
</tr>
</tbody>
</table>

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE


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

- Res/Rec/Refund2
WHEREAS, the Township of Denville has a need to acquire professional engineering services without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A- 20.5; and

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

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

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

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

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

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

WHEREAS, on January 7, 2014, the Municipal Council approved a motion consenting to the Mayor's appointment of John K. Ruschke, P.E. of the firm of Hatch Mott MacDonald, LLC as Municipal Engineer for 2014; and

WHEREAS, the Municipal Council wishes to approve the contract with John K. Ruschke, P.E. retroactive to January 1, 2014.

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

1. The Municipal Council hereby authorizes execution by the Mayor and Township Clerk of a professional services agreement with John K. Ruschke, P.E. of Hatch Mott MacDonald, LLC as Municipal Engineer for the year 2014.

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

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

4. This Resolution shall take effect effective immediately but the approval of the Contract shall be retroactive to January 1, 2014.

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this 7 day of December, 2013, by and between HATCH MOTT MacDONALD, LLC, having its principal place of business at 111 Wood Avenue South, Iselin, New Jersey 08830-4112, hereinafter called "ENGINEER"; and the TOWNSHIP OF DENVILLE, having offices at Municipal Building, 1 St. Mary’s Place, Denville, New Jersey 07834 hereinafter called the "CLIENT".

WHEREAS, CLIENT wishes to retain the services of John K. Ruschke, a Professional Engineer licensed by the State of New Jersey, and Vice President with the Firm of HATCH MOTT MACDONALD, LLC in the position of Municipal Engineer.

WHEREAS, CLIENT wishes to obtain professional engineering consulting services through the year 2014 (sometimes referred to herein as the "Work"), and

WHEREAS, the CLIENT desires that the ENGINEER be available to undertake such professional engineering services as the CLIENT may order hereunder,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, CLIENT and ENGINEER agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

(a) ENGINEER shall provide the professional engineering services of the types described in Exhibit A hereto ("Further Description of Basic Services").

(b) Written Work Orders specifying the professional engineering services required will be issued hereunder from time to time by the CLIENT and will be mutually agreed by the CLIENT and the ENGINEER. These Work Orders may be in the form annexed hereto as Exhibit A, Attachment 1. However, no particular formality is required for Work Orders and they may take the form of ordinary letters or oral instructions from the CLIENT. All the terms and conditions of this Agreement shall apply to each Work Order as if set forth at length therein.

(c) ENGINEER is retained as an independent contractor and not as an employee of the CLIENT.

(d) ENGINEER shall be responsible to CLIENT for ENGINEER's negligent acts, errors or omissions in the performance of its professional engineering services and those of its subcontractors, agents and employees. However, ENGINEER shall not be responsible for the negligent acts, errors
or omissions of any other persons including but not limited to the agents, employees and contractors of CLIENT.

(e) ENGINEER's SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

General - If authorized in writing by CLIENT and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services which will be paid for by CLIENT as indicated in Section 5. The following shall be Additional Services:

(a) Services resulting from significant changes in the extent of the orders issued by the CLIENT or changes requested by CLIENT.

(b) Additional or extended services made necessary by prolongation of the services ordered or acceleration of the ENGINEER's progress schedule.

(c) Services after completion of the Work as ordered by CLIENT.

(d) Preparing to serve or serving as a consultant or witness (either expert or factual) for CLIENT in any arbitration, litigation, public hearing or other legal or administrative proceeding involving the Work.

(e) Services normally furnished by CLIENT or other services not otherwise provided for in this Agreement and the Work Orders issued hereunder.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

(a) Assist ENGINEER by placing at his disposal all available information pertinent to the Work, including previous reports and any other data relative to the Work.

(b) Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services.

(c) Examine all studies, reports, sketches and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination, within a reasonable time so as not to delay the services of ENGINEER.

(d) Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instruc-
tions, receive information, interpret and define CLIENT'S policies and make decisions with respect to the Work.

(e) Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any alleged defect or non-conformity in the work of the ENGINEER.

SECTION 4 - PERIOD OF SERVICE

(a) The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Work through completion.

(b) If there are material modifications or changes in the extent of the services or in the time of performance of ENGINEER's services, the various rates of compensation and the time of completion of the services shall be equitably adjusted appropriately.

(c) This Agreement shall cover the period from January 1, 2014 through December 31, 2014.

SECTION 5 - PAYMENTS TO ENGINEER

(a) CLIENT shall pay ENGINEER for Basic Services rendered on a time and materials basis under ENGINEER's Rate Schedule, attached hereto as Exhibit B.

(b) A not to exceed amount shall be established by mutual agreement for each Work Order.

(c) If at any time the ENGINEER determines that, without the fault of the ENGINEER, the not to exceed amount will not be sufficient to complete the services, he shall give notice of the same to the CLIENT, accompanied by his estimate of the additional funding necessary to complete such services, whereupon the CLIENT shall have the option of either providing the additional funds necessary for the completion of the services (in which case the Work Order shall be amended by mutual agreement to set forth the additional amounts) or reducing the further services to be provided by the ENGINEER consistent with the remaining funds in the not to exceed amount (in which case the Work Order shall be amended by mutual agreement to set forth the revised scope of work).

(d) CLIENT shall pay ENGINEER for additional Services rendered under Section 2 as follows:

(i) For Additional Services rendered under Section 2 on the basis of ENGINEER's Hourly Rate Schedule in effect at the time the services are rendered, and the actual hours of services rendered by any employees assigned to the Project.

(ii) Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER, the amount billed therefore times a factor of 1.15.
(iii) For Reimbursable Expenses. In addition to payments provided for under Section 5, CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with Additional Services during the project.

(e) ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly statements.

(f) If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after the date of the ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1 1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to CLIENT, suspend services under this Agreement until he has been paid in full all amounts due him for services and Reimbursable Expenses.

(g) In the event of a termination under SECTION 6(a) of this Agreement, ENGINEER will be paid for all unpaid Basic Services, Additional Services and unpaid Reimbursable Expenses, to the date of termination.

(h) Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; telephone calls and fax charges; postage and delivery charges; photographic and photo copying expense; and reproduction of reports, drawings, specifications, and other Work-related items as are set forth in the "Expenses" Schedule of Exhibit B. ENGINEER's costs associated with computer usage shall also be a Reimbursable Expense, with ENGINEER to be compensated at his normal billing rates in effect for computer use at the time the usage occurs.

SECTION 6 - GENERAL PROVISIONS

(a) Termination - Either the CLIENT or the ENGINEER may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the ENGINEER shall be for breach of the terms and conditions of this Agreement, and, on the part of the CLIENT, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party.

(b) Reuse of Documents - All documents prepared and delivered by ENGINEER pursuant to this Agreement are instruments of service in respect of the Work ordered. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Work or on any other project. CLIENT shall not reuse said documents without the express written consent of ENGINEER. Any such reuse shall be at the sole risk of the CLIENT.

(c) Project Records - As used in this Agreement, the term, "Records", shall include plans, reports, documents, field notes, work product, or other items generated or obtained for the Project by ENGINEER. Only original signed and sealed documents and drawings shall constitute Records.
Unsigned or unsealed copies, prints, CADD files, computer programs, magnetic deliverables and/or any other media shall not be considered Records. If there is a discrepancy between the signed and sealed Records and any other documents or drawings, the Records shall prevail.

(d) Records which are instruments of service deliverable under this Agreement shall become the property of the CLIENT upon payment for all the Work. Originals of Records shall remain in the possession of the ENGINEER. The CLIENT shall be entitled to additional copies of all Records within a reasonable period of time after forwarding a written request to the ENGINEER, provided that the CLIENT has paid the ENGINEER for all the Work. ENGINEER shall be compensated for the reasonable costs of research and reproduction of the additional copies of the requested Records.

(e) Governing Law - This Agreement is to be governed by the laws of the State in which the services are to be performed.

(f) Successors and Assigns - Neither CLIENT nor ENGINEER shall assign this Agreement without the express written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Work hereunder.

(g) Estimates of Cost - Since ENGINEER has no control over the cost of labor, materials or equipment, or over contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of estimated Project cost or construction cost are to be made on the basis of his experience and qualifications and represent his professional judgment as an engineer, but ENGINEER cannot and does not guarantee that such cost will not vary from opinions of estimated cost prepared by him.

(h) The mandatory language of applicable equal employment opportunity and affirmative action laws and regulations promulgated by the federal and state governments having jurisdiction are incorporated by reference into this Agreement. ENGINEER agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the appropriate authorities.

SECTION 7 - EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

(a) Further Description of Basic Services and Work Order (Exhibit A).

(b) The ENGINEER's Schedule of Hourly Rates and Expenses (Exhibit B).
(c) Mandatory Affirmative Action Clause (Exhibit C)

SECTION 8 - INSURANCE

ENGINEER shall carry the following insurance during the performance of its services and shall provide certificates of insurance evidencing its coverage, prior to starting the Work. The certificates of insurance shall provide for advance notice to the CLIENT of any subsequent modification or cancellation of the coverages:

(a) Worker's Compensation Insurance with statutory coverage and $1,000,000 employer's liability coverage.

(b) Commercial General Liability Insurance with aggregate annual limits of $1,000,000.

(c) Automobile Liability Insurance with aggregate annual limits of $1,000,000.

(d) Professional Liability Insurance with aggregate annual limits of $1,000,000.

SECTION 9 - INDEMNIFICATION AND WAIVER

(a) The CLIENT hereby agrees to indemnify and hold harmless ENGINEER and its subcontractors, consultants, agents, officers, directors and employees from and against any and all claims, damages, losses and expenses, whether direct, indirect, or consequential (including but not limited to reasonable attorneys' fees), arising out of, resulting from, or alleged to have arisen out of or to have resulted from, the services or work, or the failure to perform services or work, of ENGINEER, or any claims against ENGINEER arising from the negligence of the ENGINEER, except for those claims, damages, losses or expenses proximately caused by the gross negligence, sole negligence or willful misconduct of ENGINEER. It is the intention of the parties that pursuant to this waiver and indemnification provision, the CLIENT shall indemnify ENGINEER to the fullest extent permitted by law for liabilities arising other than from the sole negligence or willful misconduct of ENGINEER. Such indemnification shall also not apply to claims, damages, losses or expenses which are finally determined to result from the fraud, intentional tort, bad faith or criminal misconduct of ENGINEER.

(b) In addition to and not in lieu of the above indemnification, the CLIENT does hereby waive any and all claims against ENGINEER for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services or Work, from any cause or causes, including but not limited to joint and several liability or strict liability. Both the CLIENT and ENGINEER agree to waive the right to trial by jury and in any legal proceedings relating to this Agreement.
(c) In the event that the indemnification undertakings of the CLIENT, or any part thereof, are determined by a court of competent jurisdiction to be invalid or unenforceable, this waiver shall be considered severable and shall remain in full force and effect.

(d) Notwithstanding anything else to the contrary herein, the liability of ENGINEER under this Agreement (whether by reason of breach of contract, tort or otherwise, including under indemnification provisions, if any) shall be limited to the amount of ENGINEER’s fee payable hereunder.

(e) The CLIENT acknowledges that ENGINEER's agreement to the amount of compensation provided for under this Agreement has been negotiated and agreed by reason of ENGINEER's reliance on the foregoing limitation, indemnification and waiver undertakings of the CLIENT.

SECTION 10 - DISPUTE RESOLUTION

CLIENT and ENGINEER agree that any disputes arising out of this Agreement which cannot be resolved through good faith negotiations shall be submitted to binding alternative dispute resolution proceedings to be conducted before ENDISPUTE or a comparable private dispute resolution service. All fees incurred in the maintenance of such ADR proceedings (exclusive of attorney fees) shall be equally born by CLIENT and ENGINEER.

SECTION 11 - HEALTH AND SAFETY

CLIENT shall be solely responsible for the health, safety and welfare of its employees and agents and others with regard to the Work, and shall strictly comply with all health and safety rules, including but not limited to ENGINEER’s Injury, Illness and Prevention Program or applicable guidance which may be provided by ENGINEER, and all other applicable rules, regulations and guidance required by ENGINEER, Client or applicable government agencies relating to the Work. CLIENT is solely responsible for establishing and enforcing any additional requirements that CLIENT deems necessary to protect its employees, ENGINEER’s employees, and any other persons entering the site for purposes relating to CLIENT’S operations.

SECTION 12 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by the terms of a mutually agreed written instrument. In case of any inconsistency between the terms of a Work Order and this Agreement, the terms of this Agreement shall prevail, unless the terms of the Work Order expressly provide that the terms of the Work Order are to prevail.
SECTION 13 - NON-FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION

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

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

ATTEST:

Donna Hooten, Clerk

TOWNSHIP OF DENVILLE

By

MAYOR THOMAS W. ANDES
Print or Type Name and Title

Date 1-24-14

ATTEST:

HATCH MOTT MacDONALD, LLC

By

James G. Coe
Executive Vice President

Date 1/3/2014
EXHIBIT A

FURTHER DESCRIPTION OF BASIC SERVICES

This is Exhibit A, attached to, made a part of and incorporated by reference into the Agreement for Professional Engineering Services. The Basic Services of ENGINEER as described in Section 1 of the Agreement are supplemented as indicated below.

A form of Work Order is attached hereto as Exhibit A, Attachment A-1.
SF-BOA.WO

Exhibit A
Attachment A-1

WORK ORDER
Dated:

This Work Order is issued between THE TOWNSHIP OF DENVILLE ("CLIENT") and HATCH MOTT MacDONALD, LLC, ("ENGINEER") pursuant to the Agreement for Professional Engineering Services between the parties dated December 2013 and subject to all the terms and conditions thereof.

SCOPE OF WORK TO BE PERFORMED

The ENGINEER is hereby requested to perform the following services (the "Work"):

COMPENSATION

The ENGINEER shall be compensated as follows:

Time and Materials. ENGINEER's compensation shall be on a time and materials basis, to be billed at the rates set forth in Exhibit B to this Work Order, with total billings not to exceed $ ________.

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

TOWNSHIP OF DENVILLE

Dated: ____________

By __________________________

______________________________
Type or Print Name and Title

HATCH MOTT MacDONALD, LLC

Dated: ____________

By __________________________

James G. Coe
Executive Vice President
EXHIBIT B

ENGINEER'S SCHEDULE OF HOURLY RATES
**2014 Hourly Rate Schedule for Municipal Engineering Services**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Engineer / Board Engineer</td>
<td>$125.00</td>
</tr>
<tr>
<td>Principals</td>
<td>$130.00 to $200.00</td>
</tr>
<tr>
<td>Sr. Project Engineer / Sr. Project Manager / Principal Project Manager</td>
<td>$125.00 to $158.00</td>
</tr>
<tr>
<td>Sr. Project Geologist / Sr. Project Scientist</td>
<td>$85.00 to $148.00</td>
</tr>
<tr>
<td>Sr. Specialist IV/V / Sr. Designer IV/V</td>
<td>$85.00 to $148.00</td>
</tr>
<tr>
<td>Sr. Inspector IV/V / Sr. Surveyor IV/V</td>
<td>$80.00 to $138.00</td>
</tr>
<tr>
<td>Project Engineer / Project Architect / Project Manager</td>
<td>$115.00 to $153.00</td>
</tr>
<tr>
<td>Project Geologist / Project Scientist</td>
<td>$80.00 to $138.00</td>
</tr>
<tr>
<td>Engineer III/IV / Architect III/IV</td>
<td>$80.00 to $133.00</td>
</tr>
<tr>
<td>Specialist III/IV / Designer III/IV</td>
<td>$70.00 to $117.00</td>
</tr>
<tr>
<td>Scientist III/IV / Geologist III/IV</td>
<td>$70.00 to $122.00</td>
</tr>
<tr>
<td>Engineer I/II / Architect I/II / Scientist I/II / Geologist I/II</td>
<td>$70.00 to $102.00</td>
</tr>
<tr>
<td>Inspector I-III / Surveyor I-III / Specialist I-III / Designer I-III</td>
<td>$63.00 to $107.00</td>
</tr>
<tr>
<td>Assistant Surveyor I/II / Assistant Inspector I/II</td>
<td>$54.00 to $102.00</td>
</tr>
<tr>
<td>Technicians</td>
<td>$41.00 to $92.00</td>
</tr>
<tr>
<td>Administration / Project Support</td>
<td>$42.00 to $82.00</td>
</tr>
<tr>
<td>Planning/Zoning Board Meeting Attendance</td>
<td>$250.00 Per Meeting**</td>
</tr>
</tbody>
</table>

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

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

### EXPENSES

<table>
<thead>
<tr>
<th>Expense</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Auto / Company Auto</td>
<td>$0.56¹ / mile</td>
</tr>
<tr>
<td>Company Vans / Company Pick-Up</td>
<td>$0.66 / mile</td>
</tr>
<tr>
<td>Photocopies &amp; Offset Reproduction</td>
<td>Variable</td>
</tr>
<tr>
<td>UPS / Federal Express / Postage / Messenger Service</td>
<td>Variable</td>
</tr>
<tr>
<td>Subcontractors (including Contract Laboratory)</td>
<td>Direct + 15%</td>
</tr>
<tr>
<td>Telephone</td>
<td>Variable</td>
</tr>
<tr>
<td>Field Equipment</td>
<td>Variable</td>
</tr>
<tr>
<td>Travel / Lodging Per Diem</td>
<td>As Incurred</td>
</tr>
</tbody>
</table>

¹per IRS standard mileage rate (rate shown commences 1/1/2011)

Invoices are payable within 30 days of invoice date.
Delinquent bills are subject to finance charges of 1.5% per month.
The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

December 20, 2013
EXHIBIT C

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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.
RESOLUTION

WHEREAS, on May 14, 2014, the Township of Denville received four (4) bids for a Four Wheel Drive Loader; and

WHEREAS, the lowest bidder, Hoffman International, Inc. and the highest bidder, Penn Jersey Machinery, LLC, submitted non-responsive bids and the second lowest bidder, Trico Equipment Services LLC, took several exceptions to the specifications; and

WHEREAS, the Director of the Department of Public Works, reviewed the bids and, for the reasons set forth in his letter dated May 28, 2014, recommended that a contract be awarded to Jesco, Inc.; and

WHEREAS, Jesco, Inc. submitted the lowest responsive bid in the amount of $157,489.00 with a trade-in option for a credit of $8,500.00; and

WHEREAS, the Municipal Council wishes to award the Four Wheel Drive Loader Contract to Jesco, Inc. in accordance with its bid proposal of $157,489 with a trade-in option for a total of $148,989.00; and

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

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

1. A contract for a Four Wheel Drive Loader is hereby awarded to Jesco, Inc., 118 St. Nicholas Avenue, South Plainfield, NJ 07080, in accordance with its bid for the price of $157,489.00 with a trade-in credit of $8,500 for a total of $148,989.00.

2. The Mayor and Township Clerk are hereby authorized and directed to execute a contract with Jesco, Inc.

3. This Resolution shall take effect immediately.

Certification Dated:      Donna I. Costello, RMC/CMC
                          Municipal Clerk
CONTRACT FOR THE FURNISHING OF
Four-Wheel Drive Loader

THIS CONTRACT made this ______ day of ____________, 2014, 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

(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 furnish a four-wheel drive loader, 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 the four-wheel drive loader 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 the Notice to Proceed from the Owner and will complete the same within the time periods as set forth in the contract documents, unless the period for completion is extended pursuant to the contract documents. Said completion period shall commence on the date stipulated in the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the contract documents 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 a four-wheel drive loader 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 Affirmative Action Affidavit and Notice, Notice to Bidders, Instruction to Bidders, Proposal, Bid Bond, Form of Contract, General Conditions, Performance Bond, Notice of Award, Notice to Proceed, Drawings, Plans, 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 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. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. 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:21-34, 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9,
2C:27-10, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

IN WITNESS WHEREOF, the parties 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.

ATTEST:

___________________________________, Clerk

TOWNSHIP OF DENVILLE

By:__________________________________

Thomas W. Andes, Mayor

ATTEST:

___________________________________, Secretary

By:__________________________________

, President

3
STATE OF:
COUNTY OF:

I certify that on the __ day of __, 2014,
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 __, 2014, _____________ 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. ANDERSON, 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 __, 2014.

_________________________________________________________________________, Clerk

(Notary sign, seal, stamp)
RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
JASON KASLER FOR PROFESSIONAL PLANNING SERVICES

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

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

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

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

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

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

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

WHEREAS, on January 7, 2014, the Municipal Council approved a motion
consenting to the Mayor's appointment of Jason L. Kasler of Kasler Associates, P.A., as
Township Planner for 2014; and

WHEREAS, the Municipal Council wishes to authorize a contract with Kasler

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

1. The Municipal Council hereby authorizes execution by the Mayor
and Township Clerk of a professional services agreement with Jason L. Kasler of Kasler
Associates, PA, 34 Little Brook Road, Springfield, New Jersey as Planning Consultant
for the year 2014.

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

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

4. This Resolution shall take effect immediately but the approval of the Contract shall be retroactive to January 1, 2014.

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

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE


CERTIFICATION DATED: DONNA I. COSTELLO, RMC/CMC
MUNICIPAL CLERK
CONTRACT FOR PROFESSIONAL PLANNING SERVICES

BY AND BETWEEN THE

TOWNSHIP OF DENVILLE

AND

KASLER ASSOCIATES, P.A.

THIS AGREEMENT, entered into as of this   day of , 2014 by and between the Township of Denville (hereinafter called the “Township”) and Kasler Associates, P.A. (hereinafter called the “Consultant”).

WITNESSETH THAT:

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

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

I. EMPLOYMENT OF CONSULTANT

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

II. SCOPE OF SERVICES AND MATERIALS TO BE FURNISHED TO THE CONSULTANT

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

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

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

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

B. Base Map/Zoning Map

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

C. Zoning Ordinance

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

III. QUALIFICATIONS OF THE CONSULTANT

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

IV. MEETINGS & OFFICE HOURS

The Consultant shall attend Board Meetings and Council Meetings on an as-needed basis. If attendance is not required at a meeting, the Consultant shall be informed at least forty-eight (48) hours in advance, whenever reasonable possible. The consultant shall be available for up to ten (10) office hours per month on a schedule mutually agreed to between the parties. Tentatively, the parties have agreed to the following schedule:
1st Tuesday of each month – 2:30 P.M. to 5:00 P.M.
2nd Tuesday of each month – 2:30 P.M. to 5:00 P.M.
3rd Wednesday of each month – 5:00 P.M. to 7:00 P.M.

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

V. **Work Related To This Submission.**

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

VI. **Limitation of Scope of Service**

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

VII. **Conflict of Interest**

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

VIII. **Preparation of Reports**

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

IX. **Insurance**

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

Professional Liability: $1,000,000 per occurrence.
X. **INDEMNIFICATION**

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

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

XI. **COMPLIANCE WITH LEGAL REQUIREMENTS AND AFFIRMATIVE ACTION**

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

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

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

XII. **TERMINATION OF CONTRACT**

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

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

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

XIV. **ASSIGNMENT**

This Agreement is not assignable by either party.

XV. **BUSINESS REGISTRATION CERTIFICATE**

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

XVI. **POLITICAL CONTRIBUTION DISCLOSURE**

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

XVII. **COMPENSATION**

The Consultant shall be compensated in accordance with the fees established in the attached Proposal. Payment shall be made to the Consultant upon submission of vouchers to be provided by the Township. There shall be no retainer. The Consultant shall not be entitled to interest on payments that are past due or any collection costs incurred as a result of this Agreement. In no event shall the total compensation to be paid by the Township exceed $40,000 unless the Municipal Council, by Resolution, specifically authorizes such additional compensation.
The Consultant shall also be entitled to reimbursement for all disbursements made on behalf of the Township.
In order to receive payments from any escrow or deposit account on deposit with the Township, Consultant agrees to submit vouchers on a monthly basis in accordance with the schedules and procedures established by such officer. These vouchers will identify, with specificity, the personnel performing the service, the date of service performance, the hours spent, the hourly rate, and the expenses incurred.

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

ATTEST:

Donna I. Costello, Clerk

TOWNSHIP OF DENVILLE

By: Thomas W. Andes, Mayor

ATTEST:

Kasler Associates, PA

Jason L. Kasler, AICP, PP
EXHIBIT "A"

(REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE


N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

COMPANY

Kasler Associates, PA

(Signature)  President  (Title)

February 19, 2014  (Date)
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<td>Address:</td>
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<td>SPRINGFIELD, NJ 07081-3718</td>
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EXHIBIT "C"

PROPOSED SCOPE OF SERVICE

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

PROPOSED PAYMENT SCHEDULE

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<th>Description</th>
<th>Rate</th>
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<tr>
<td>A.</td>
<td>Municipal hourly rate</td>
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<tr>
<td>B.</td>
<td>Nightly meeting rate (under two hours)</td>
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<tr>
<td>C.</td>
<td>Nightly meeting rate (two hours or more)</td>
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<tr>
<td>D.</td>
<td>Postage</td>
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<tr>
<td>F.</td>
<td>Travel</td>
<td>no fee</td>
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</table>

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

All billing will be in 15 minute increments.