CONSENT AGENDA:


R-15-06: Resolution Authorizing Tax Assessor to Enter into Tax Appeal Settlements on Behalf of the Township of Denville for 2015.

R-15-08: Resolution Authorizing Municipal Council Liaison Representatives to Various Committees, Boards and Commission within the Township of Denville.

R-15-09: Resolution Extending Advice and Consent of the Township of Denville Municipal Council to the Mayor's Appointments to Township Committees, Boards and Commission.

R-15-10: Resolution Designating Year 2015 Public Agency Compliance Officer (P.A.C.O.) for the Township of Denville.

R-15-11: Resolution Authorizing the Award of a Professional Services Contract for Municipal Attorney Services for the Year 2015.

R-15-12: Resolution Authorizing the Award of a Professional Services Contract for Special Legal Counsel Services for the Year 2015.

R-15-13: Resolution Authorizing the Award of a Professional Services Contract for Special Labor Counsel Services for the Year 2015.


R-15-15: Resolution Authorizing a Contract for Grant Research and Grant Application Consulting Services for the Year 2015.

R-15-16: Resolution Appointing Kathryn M. Bowditch as Municipal Clerk.

R-15-17: Resolution Authorizing Appointments to the Zoning Board of Adjustment.

R-15-18: Resolution Authorizing the Award of a Professional Services Contract for Auditing Services for the Year 2015.


R-15-20: Resolution Authorizing the Award of a Professional Services Contract for Bond Counsel Services for the Year 2015.
NON-CONSENT:


OATH OF ALLEGIANCE

Mayor Andes Administers Oath of Allegiance to:
Kathryn M. Bowditch, Municipal Clerk

Mayor Andes and Municipal Clerk Administer Oath of Allegiance to:
John P. Jansen, Esq., Municipal Attorney
James LaSala, Esq., Municipal Prosecutor
Clifford Weininger, Esq., Municipal Public Defender
Township Engineer John Rushcke, P.E.
Township Planner Jason Kasler, P.P., A.I.C.P.

Members of the Planning Board and Board of Adjustment
All Other Statutory Appointees

MOTION TO ADJOURN
RESOLUTION DESIGNATING OFFICIAL NEWSPAPER FOR NOTICES IN 2015

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

1. Pursuant to the provision of Public Law 1975, c. 231, the Bulletin Board in the hallway outside the Municipal Clerk's Office at the Municipal Building, 1 Saint Mary's Place, Denville, New Jersey is hereby designated as the Public Place for the posting of all notices by the terms of the aforementioned act; and

2. The Citizen of Morris County is designated as the Official Newspaper to which all notices, required by the terms of the aforementioned act are either to be mailed, e-mailed, telegraphed, faxed or hand-delivered; and

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby authorized to prepare a schedule of the Regular Meetings of the Governing Body to be held during the calendar year 2015, stating the time, date, and location of said Municipal Council meetings; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall cause said notice to be delivered to the aforementioned Citizen as well as to the Daily Record, Neighbor News, Star Ledger, W.M.T.R. and W.D.H.A.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, 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 Reorganization meeting held on January 6, 2015.

Certification Dated: ____________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
Resolutions Designating the Township of Denville Municipal Council Meeting Dates for the Year 2015

BE IT RESOLVED by the Municipal Council of the Township of Denville that the public meeting dates of the Township of Denville Municipal Council for the year 2015 shall be as follows:

REGULAR MEETINGS shall be held on the FIRST (1st) and THIRD (3rd) Tuesdays of each and every month with the EXCEPTION of June, July, August and November.

WORK SESSIONS shall be held on the SECOND (2nd) Tuesday of each and every month with the EXCEPTION of July, August and November.

ALL MEETINGS will include public portions and unless otherwise noted will commence at 7:30 p.m. Action may be taken at all meetings, regardless of whether they are designated as regular meetings or work sessions.

BE IT FURTHER RESOLVED that the Regular Meetings and Work Sessions of the Municipal Council for 2015 shall be held in the Municipal Building, 1 Saint Mary’s Place, Denville, N.J. or any other place suitable for public assembly within the confines of the Municipality designated for a particular meeting or meetings by Resolution or Motion of the Municipal Council provided adequate notice has been given; and

BE IT FURTHER RESOLVED that the Municipal Clerk’s Office is to be contacted at 973-625-8300 prior to any meeting of the Municipal Council if special accommodation is needed pursuant to the Americans with Disabilities Act (ADA).

BE IT FURTHER RESOLVED that the Municipal Clerk shall prepare a list of the dates of the Municipal Council Meetings in accordance with the terms of this Resolution as follows:

<table>
<thead>
<tr>
<th>Regular</th>
<th>Workshop</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td></td>
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<tr>
<td>February</td>
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<td>March</td>
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<td>April</td>
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<td>August</td>
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<td>September</td>
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<td>October</td>
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<tr>
<td>November</td>
<td></td>
</tr>
<tr>
<td>December</td>
<td></td>
</tr>
</tbody>
</table>

REGULAR

REGULAR MEETINGS shall be held on the FIRST (1st) and THIRD (3rd) Tuesdays of each and every month with the EXCEPTION of June, July, August and November.

WORK SESSIONS shall be held on the SECOND (2nd) Tuesday of each and every month with the EXCEPTION of July, August and November.

ALL MEETINGS will include public portions and unless otherwise noted will commence at 7:30 p.m. Action may be taken at all meetings, regardless of whether they are designated as regular meetings or work sessions.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

Kathryn M. Bowditch, Municipal Clerk

Certification Dated: Kathryn M. Bowditch, RMC Municipal Clerk

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.
RESOLUTION DESIGNATING LEGAL DEPOSITORIES FOR PUBLIC MONIES FOR 2015 PURSUANT TO N.J.S.A. 40A:5-14

BE IT RESOLVED, by the Municipal Council of the Township of Denville in the County of Morris and State of New Jersey that pursuant to N.J.S.A. 40A:5-14 the following depositories for municipal funds shall be and are hereby named for the year 2015:

Bank of America
PNC Bank, N.A.
Provident Bank
State of New Jersey Cash Management Fund
Valley National Bank
Santander Savings
Bank of America as Trustee for Class M.B.I.A.
Investors Savings bank
HCB- Heritage Community Bank
Hudson City Savings
M.B.I.A.
T.D.K

BE IT FURTHER RESOLVED that the aforementioned depositories shall conform to the established Cash Management Plan of the Township of Denville in effect from 01-01-2015 through 12-31-2015 which plan is hereby approved by the Municipal Council of the Township of Denville, a copy of which is attached hereto and made a part hereof.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated:__________________________
Kathryn M. Bowditch, RMC
Municipal Clerk
CASH MANAGEMENT PLAN OF THE
TOWNSHIP OF DENVILLE, NEW JERSEY

G. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set form the basis for the deposits (Deposits") and investment (Permitted Investments") of certain public funds of the Township of Denville, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments. All investments shall be made on a competitive basis insofar as practicable.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A. The Plan is intended to cover the deposit and/or investment of the following funds and accounts of the Township:

- Current Fund
- Capital Fund
- Dedicated Trust Funds
- Other Trust Funds
- Library Fund
- Utility Operating Funds
- Utility Capital Funds
- Public Assistance Fund

The custodian of the accounts shall be the Chief Financial Officer (Certified Municipal Finance Officer). All disbursements shall be made by checks signed by two authorized signatures (signature stamp used.), with the exception of school funds and debt service, which are made by wire transfers authorized by the CFO, Township Administrator, or Tax Collector or Township Clerk (in the event of absence or either the Manager or CFO) only.

III. DESIGNATION OF OFFICIALS OF THE TOWNSHIP AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer of the Township (the "Designated Official") is hereby authorized and directed to deposit and/or invest the funds referred to in the Plan and shall
thereafter be relieved of any liability for loss of such moneys due to insolvency or closing of any depository designated by, or the decrease in value of any investment authorized by the Cash Management Plan. Prior to making any such Deposits or any Permitted Investments, such official of the Township is directed to supply to all depositories or any other parties with whom the Deposits or Permitted Investments are made a written copy of this Plan which shall be acknowledged in writing by such parties and a copy of such acknowledgment kept on file with such officials.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are here designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of Deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Those banks so designated by the Township Council by resolution.

All such depositories shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section III above.

V. DESIGNATION OF BROKERAGE FIRMS AND DEALERS WITH WHOM THE DESIGNATED OFFICIALS MAY DEAL

The following brokerage firms and/or dealers and other institutions are hereby designated as firms with whom the Designated Official of the Township referred to in this Plan may deal for purposes of buying and selling securities identified in this Plan as Permitted Investments or otherwise providing for Deposits. All such brokerage firms and/or dealers shall acknowledge in writing receipt of this Plan by sending a copy of such acknowledgment to the Designated Official referred to in Section III above.

No designated firms as of January 1, 2015

VI. AUTHORIZED INVESTMENTS

A. Investments shall be limited by the express authority of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-15.1 and except as otherwise specifically provided for herein, the Designated Official is hereby authorized to invest the public funds covered by this Plan, to the extent not otherwise held in Deposits, in the following Permitted Investments:

(1) Bonds or other obligation of the United States of America or obligations guaranteed by the United States of America.
(2) Government money market mutual funds;
(3) Any obligation that a federal agency or federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such
obligation bears a fixed rate of interest not dependent on any index or other external factor,

(4) Bonds or other obligations of the Local Unit or bonds or other obligations of school districts of which the Local Unit is a part or within which the school district is located;

(5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the Department of the Treasury for investment by Local units;

(6) Local government investment pools;

(7) Deposits with the State of New Jersey Cash Management Fund established pursuant to section 1 of P.L. 1977, c.281 (c.52:18A90.4); or

(8) Agreements for the repurchase of fully collateralized securities if:
   (a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of this subsection;
   (b) the custody of collateral is transferred to a third party;
   (c) the maturity of the agreement is not more than 300 days;
   (d) the underlying securities are purchased through a public depository as defined in section 1 of P.L. 1970' c.236 (c.17:9-41), and
   (e) a master repurchase agreement providing for the custody and security of collateral is executed.

For purposes of the above language, the terms "government money market mutual fund" and "local government investment pool" shall have the following definitions:

**Government Money Market Mutual Fund.** An investment company or investment trust:
   (a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940, "15 U.S.C. sec. 80a-1 et seq., and operated in accordance with 17 C.F.R sec., 270.2a-7.
   (b) the portfolio of which is limited to U.S. Government securities that meet the definition of any eligible security pursuant to 17 C.F.R. sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S Government securities; and
   (c) which is rated by a nationally recognized statistical rating organization.

**Local Government Investment Pool.** An investment pool:
   (a) which is managed in accordance with the 17 C.F.R. sec 270.2a.7;
   (b) which is rated in the highest category by a nationally recognized statistical rating organization;
   (c) which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R sec. 270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities;
   (d) which is in compliance with rules adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (c.52:14B-
To assure that all parties with whom the Township deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of his Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.

VII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Township, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Township of Denville to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Township or by a third party custodian prior to or upon the release of the Township's funds.

To assure that all parties with whom the Township deals either by way of Deposits or Permitted Investments are aware of the authority and the limits set forth in this Plan, all such parties shall be supplied with a copy of his Plan in writing and all such parties shall acknowledge the receipt of that Plan in writing, a copy of which shall be on file with the Designated Official.
VIII. REPORTING REQUIREMENTS

On a monthly basis during which this Plan is in effect, the Designated Official referred to in Section III hereof shall supply to the Township Administrator a written report of any Deposits or Permitted Investments made pursuant to this Plan which shall include, at a minimum, the following information:

A. The name of any institution holding funds of the Township as Deposit or Permitted Investment.
B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
C. The class or type of securities purchased or Deposits made.
D. The book value of such Deposits or Permitted Investments.
E. The earned income on such Deposits or Permitted Investments.
F. The fees incurred to undertake such Deposits or Permitted Investments.
G. The market value of all Deposits or Permitted Investments as of the end of the preceding month.
H. All other information which may be deemed reasonable from time to time by the Governing Body of the Township of Denville, New Jersey.

IX. TERM OF PLAN

This plan shall be in effect January 1, 2015. Attached to this Plan is a resolution of the governing body of the Township approving this Plan. The Plan may be amended from time to time. To the extent that any amendment is adopted by the Township, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.
RESOLUTION APPOINTING ASSESSMENT LIEN SEARCHERS
FOR THE YEAR 2015

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, that Kathryn M. Bowditch, Municipal Clerk, and Kathleen A. Costello, Deputy Municipal Clerk, shall be and are hereby designated as the persons who shall make and issue Certifications as to Liability for Assessment for Municipal Improvements, pursuant to the provisions of R.S. 54:5-18 et seq, and more specifically R.S. 54:5-18.3.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated:                 Kathryn M. Bowditch, RMC
                                      Municipal Clerk
RESOLUTION APPOINTING CUSTODIAN OF PETTY CASH FUND FOR THE RECREATION DEPARTMENT FOR THE YEAR 2015

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, that the Recreation Director be appointed as Custodian of Petty Cash for the Recreation Department from 01-01-2015 through 12-31-2015.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: Kathryn M. Bowditch, RMC Municipal Clerk
RESOLUTION AUTHORIZING TAX ASSESSOR TO ENTER INTO TAX APPEAL SETTLEMENTS ON BEHALF OF THE TOWNSHIP OF DENVILLE FOR 2015

WHEREAS, taxpayers of the Township of Denville on occasion file appeals with the Morris County Board of Taxation regarding the nature and amount of the assessment on their property; and

WHEREAS, it is sometimes necessary for the Tax Assessor to file appeals on behalf of the Township of Denville with the Morris County Board of Taxation; and

WHEREAS, the Township of Denville is represented by counsel at the hearing of such tax appeals; and

WHEREAS, the Tax Assessor is the person best qualified to negotiate settlements of tax assessments with taxpayers before a hearing commences.

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, that the Tax Assessor of the Township of Denville is hereby authorized to:

1. Enter into settlement negotiations at any time before commencement of the presentation of evidence at a hearing on an appeal; and

2. Enter stipulations of settlement on the record with the Morris County Board of Taxation on behalf of the Township of Denville, provided, however, that this authorization shall not extend to any case where settlement will result in a reduction in tax dollars of $2,500.00 or more.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
                                         Municipal Clerk
RESOLUTION ESTABLISHING INTEREST PENALTY CHARGES ON DELINQUENT TAXES FOR THE YEAR 2015 PURSUANT TO N.J.S.A. 54:4-67

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, that the interest penalty for delinquent taxes to be charged by the Chief Revenue Collector for tax payment delinquencies shall be eight (8%) percent per annum of the first $1,500 (tax bill) and eighteen (18%) percent per annum on any amount in excess of $1,500 payable from tax due dates. A penalty of up to six (6%) percent may be charged on any delinquency in excess of $10,000 if not paid by the end of the fiscal year; and

BE IT FURTHER RESOLVED that no interest shall be charged if payment of any installment is made within ten (10) days after the date on which same is payable. Said ten (10) days shall be straight calendar days and if the tenth (10th) day falls on a Saturday, Sunday or legal Holiday, then the grace period shall be extended to the next business day. After the ten (10) day grace period, interest is charged from the due date.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: Kathrym M. Bowditch, RMC Municipal Clerk
RESOLUTION APPOINTING MUNICIPAL COUNCIL LIAISON REPRESENTATIVES TO VARIOUS COMMITTEES, BOARDS AND COMMISSION WITHIN THE TOWNSHIP OF DENVILLE

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, that the following members are hereby appointed as COUNCIL LIAISON REPRESENTATIVES for the year 2015:

<table>
<thead>
<tr>
<th>COMMITTEE/BOARD</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beautification</td>
<td>Fitzpatrick</td>
<td>Lyden</td>
</tr>
<tr>
<td>Board of Adjustment</td>
<td>Kuser</td>
<td>Kuser</td>
</tr>
<tr>
<td>Chamber of Commerce</td>
<td>Fitzpatrick</td>
<td>Fitzpatrick</td>
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<tr>
<td>Clean Communities</td>
<td>Gabel</td>
<td>Gabel</td>
</tr>
<tr>
<td>Community Development / Revenue Sharing</td>
<td>Scollans</td>
<td>Scollans</td>
</tr>
<tr>
<td>Community Television</td>
<td>Lyden</td>
<td>Golinski</td>
</tr>
<tr>
<td>Deer Management</td>
<td>Scollans</td>
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<td>Denville Board of Education</td>
<td>Scollans</td>
<td>Lyden</td>
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<td>Economic Development</td>
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<tr>
<td>Historical Society</td>
<td>Smith</td>
<td>Fitzpatrick</td>
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<td>Library</td>
<td>Smith</td>
<td>Smith</td>
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<tr>
<td>Local Assistance Board</td>
<td>Golinski</td>
<td>Gabel</td>
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<tr>
<td>Mayor's Advisory for People with Challenges</td>
<td>Gabel</td>
<td>Gabel</td>
</tr>
<tr>
<td>Mayor's Flood Advisory Committee</td>
<td>Fitzpatrick</td>
<td>Fitzpatrick</td>
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<tr>
<td>Mayor's Path &amp; Trails Committee</td>
<td>Lyden</td>
<td>Lyden</td>
</tr>
<tr>
<td>Morris County League of Municipalities</td>
<td>Smith</td>
<td>Fitzpatrick</td>
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<tr>
<td>Morris County Vo-Tech</td>
<td>Fitzpatrick</td>
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<tr>
<td>Morris Hills Regional Board of Education</td>
<td>Gabel</td>
<td>Gabel</td>
</tr>
<tr>
<td>Municipal Alliance</td>
<td>Kuser</td>
<td>Smith</td>
</tr>
</tbody>
</table>
Open Space
Planning Board
P.R.I.D.E. Council
Property Maintenance Appeal Board
Public Health & Safety
Recreation
Rockaway Valley Watershed
Senior Citizens
Sport Field Advisory Committee

Kuser  Kuser
Lyden  Golinski
Scollans  Scollans
Kuser  Golinski
Golinski  Smith
Golinski  Gabel
Scollans  Scollans
Smith  Smith
Gabel  Gabel

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above
to be a true and exact copy of a resolution adopted by the Municipal Council of the Township
of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: ____________________
Kathryn M. Bowditch, RMC
Municipal Clerk
RESOLUTION EXTENDING ADVICE AND CONSENT OF THE TOWNSHIP OF DENVILLE MUNICIPAL COUNCIL TO THE MAYOR’S COMMITTEE, BOARD AND COMMISSION APPOINTMENTS

WHEREAS, Thomas W. Andes, Mayor of the Township of Denville, wishes to make appointments to Township Committees, Boards, and Commission as well as Statutory Appointments as required by law; and

WHEREAS, Mayor Andes has provided a list of these appointments to the Municipal Council, a copy of which is attached hereto, and is requesting the Council's advice and consent.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the Township of Denville, County of Morris, State of New Jersey that advice and consent is extended to the aforementioned appointments made by Mayor Thomas W. Andes.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
Municipal Clerk
<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Status</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Township Business Administrator</strong></td>
<td>Steven Ward</td>
<td>Current</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Direct of Finance</strong></td>
<td>Michael Guarino</td>
<td>Current</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Director of Public Works</strong></td>
<td>John Egbert</td>
<td>Current</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Municipal Attorney</strong></td>
<td>John Jansen</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Municipal Court Judge</strong></td>
<td>Jerry Smith</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td><strong>Municipal Prosecutor</strong></td>
<td>Jim LaSala</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Municipal Public Defender</strong></td>
<td>Cliff Weininger</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Special Counsel</strong></td>
<td>Fred Semrau</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td><strong>Special Tax &amp; Litigation Counsel</strong></td>
<td>Matt Giacobbe</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td><strong>Labor Attorney</strong></td>
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<tr>
<td><strong>Township Engineer</strong></td>
<td>John Ruschke</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td><strong>Township Planner</strong></td>
<td>Jason Kasler</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td><strong>Grant Writer</strong></td>
<td>David Gerkins</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td><strong>Risk Manager</strong></td>
<td>David Sgalia</td>
<td>Reappointment</td>
<td>2015</td>
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</table>
Risk Manager / Health
Frank Covelli
* Uniform Construction Code Official
Sal Poli
Reappointment 2015

Zoning Officer
Sal Poli
Reappointment 2015

Commissioner to the Morris County Joint Insurance Fund
* Michael Guarino Reappointment 2015
* Steven Ward Reappointment 2015
Alternate Representative

Rockaway Valley Regional Sewer Authority
* Thomas M. Andes Current 1/31/2019

Recycling Coordinator
JoAnn King George Reappointment 2015

Property Maintenance Appeal Board
Bill Murray Mayor's Representative 2015
Anthony Fortunato Reappointment 2015
Don Kuser Council Appointment 2015

Morris County Community Development Revenue Sharing Committee
* Nick Saccomano Reappointment 2015
* MaryAnn Cuneo Reappointment 2015
* Kevin Scollans Council Appointment 2015

Morris County Open Space Trust Fund Committee
Don Kuser 2016

Morris County Historic Preservation Board
Sue Filaro 2017
**Local Emergency Planning Committee 15 Members**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Status</th>
<th>Year</th>
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<tbody>
<tr>
<td>Wesley Sharles</td>
<td>Coordinator</td>
<td>Current</td>
<td>2015</td>
</tr>
<tr>
<td>Mary Ellen Saskowitz</td>
<td>Secretary</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Lt Keith Partin</td>
<td>Deputy Coordinator</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>John Bartolotta</td>
<td>Deputy Coordinator</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Steven Ward</td>
<td>Business Administrator</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Chris Wagner</td>
<td>Police Representative</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Rich Andes</td>
<td>Fire Representative</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Bill Keating</td>
<td>EMS Representative</td>
<td>Reappointment</td>
<td>2015</td>
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<td>John Egbert</td>
<td>DPW Representative</td>
<td>Reappointment</td>
<td>2015</td>
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<td>Carlos Perez</td>
<td>Health/MRC Representative</td>
<td>Reappointment</td>
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<tr>
<td>John Ciardi</td>
<td>IT Technical Advisor</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Meredith Petrillo</td>
<td>Animal Control</td>
<td>Reappointment</td>
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<tr>
<td>Steve Forte</td>
<td>Superintendent of Schools</td>
<td>New</td>
<td>2015</td>
</tr>
<tr>
<td>Matthew Morley</td>
<td>Races</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Thomas W. Andes</td>
<td>Mayor</td>
<td>Ex-Officio</td>
<td>2015</td>
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<tr>
<td>Deidre Rock</td>
<td>Social Services</td>
<td>Advisor</td>
<td>2015</td>
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<tr>
<td>Scott DiGiralimo</td>
<td>County OEM</td>
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<tr>
<td>Sal Poli</td>
<td>Building Department</td>
<td>Advisor</td>
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<tr>
<td>Marilyn Kuntz</td>
<td>Current Seat 1</td>
<td>2017</td>
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<tr>
<td>Lou Maffie</td>
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<tr>
<td>Glenn Buie</td>
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<td>Sue Filauro</td>
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<td>Ex-Officio Class 1</td>
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<tr>
<td>Pete Nienstadt</td>
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<td>Stephanie Lyden</td>
<td>New Class 3</td>
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<tr>
<td>Mark London</td>
<td>Reappointed Alternate 1</td>
<td>2016</td>
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<tr>
<td>Kurt Schmitt</td>
<td>Current Alternate 2</td>
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**Library Board of Trustees 5 Members 5 Year Terms**

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<thead>
<tr>
<th>Name</th>
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<tr>
<td>Rose Ann Cotreau</td>
<td>Current</td>
<td>2018</td>
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<tr>
<td>Janice Baggot</td>
<td>Current</td>
<td>2015</td>
</tr>
<tr>
<td>Seth Johnson</td>
<td>New</td>
<td>2019</td>
</tr>
<tr>
<td>Sean Furlong</td>
<td>Current</td>
<td>2017</td>
</tr>
<tr>
<td>Sandra Danforth</td>
<td>Current</td>
<td>2016</td>
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<tr>
<td>Steve Forte</td>
<td>Superintendent of Schools</td>
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<tr>
<td>Thomas W. Andes</td>
<td>Ex-Officio Library Director</td>
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<tr>
<td>Betsy Kanouse</td>
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<tr>
<td>Deborah Smith</td>
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**Environmental Commission 7 Members**

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<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Kathy Clark Chairperson</td>
<td>Current</td>
<td>2016</td>
</tr>
<tr>
<td>Nick Saccammonno</td>
<td>New</td>
<td>2017</td>
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<tr>
<td>Geoff Millington</td>
<td>Current</td>
<td>2015</td>
</tr>
<tr>
<td>Howard Squire</td>
<td>Reappointment</td>
<td>2017</td>
</tr>
<tr>
<td>Sarah Smith</td>
<td>New</td>
<td>2016</td>
</tr>
<tr>
<td>Melissa Feravola</td>
<td>Current</td>
<td>2015</td>
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<tr>
<td>Chris Golinski</td>
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### Economic Development & Downtown Business Committee 7 Members

<table>
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<tr>
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<tr>
<td>Meg Olenowski (Chairperson)</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Kristen Pamperin</td>
<td>Reappointment</td>
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</tr>
<tr>
<td>Barry Ginsberg</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Carmine Costello</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Sue Banks</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Melissa Cook</td>
<td>Reappointment</td>
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<tr>
<td>Ian Magley</td>
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<tr>
<td>Tracy Pamperin</td>
<td>Advisor</td>
<td>2015</td>
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<tr>
<td>Harriet Kelem</td>
<td>Advisor</td>
<td>2015</td>
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<tr>
<td>Paul Barnish</td>
<td>Advisor</td>
<td>2015</td>
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<tr>
<td>Ellen Sandman</td>
<td>Advisor</td>
<td>2015</td>
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<tr>
<td>Kathy Bowditch</td>
<td>Ex-Officio</td>
<td>2015</td>
</tr>
<tr>
<td>Steve Ward</td>
<td>Ex-Officio</td>
<td>2015</td>
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<tr>
<td>Chris Wagner</td>
<td>Ex-Officio</td>
<td>2015</td>
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<tr>
<td>Stephanie Lyden</td>
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### Municipal Alliance Committee 11 Members

<table>
<thead>
<tr>
<th>Member</th>
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<tbody>
<tr>
<td>Dr. Margaret McCluskey</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Ann Marie Remillard</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Gertrude D’Souza</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Angie Cote</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Kathy Covert</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Gail Horn</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Lori Meola</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Stacey Murphy</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Carlos Duarte</td>
<td>Reappointment</td>
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<tr>
<td>Arlene Stoller</td>
<td>Reappointment</td>
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<tr>
<td>Michael St. Pierre</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Don Kuser</td>
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### Public Health & Safety Committee

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<tbody>
<tr>
<td>KJ Feury</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Ellie Zaleski</td>
<td>Reappointment</td>
<td>2015</td>
</tr>
<tr>
<td>Mary McAleer</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Michelle McGlynn</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Karen Philips</td>
<td>Reappointment</td>
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<tr>
<td>Lene Jennings</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Brandy Johnson</td>
<td>Reappointment</td>
<td>2015</td>
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<tr>
<td>Peggy Grossman</td>
<td>Ex-Officio</td>
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<tr>
<td>Chris Golinski</td>
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### Community Gardens

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<tr>
<th>Member</th>
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<tr>
<td>Bob Grant</td>
<td>Advisor</td>
<td>2015</td>
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<tr>
<td>Don Bogardus</td>
<td>Ex-Officio</td>
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</table>
**Beautification Committee 5 Members**

* Franz Fuertges  
  Reappointment  2015

* Joe Lowell  
  Reappointment  2015

* Will Reilly  
  Reappointment  2015

* Walt Peterson  
  Reappointment  2015

* Tippy Golia  
  Reappointment  2015

Susan Akers  
Advisor  2015

Richard Dowling  
Advisor  2015

Hank & Elaine Muller  
Advisor  2015

Bunny Riker  
Advisor  2015

Susan Ackers  
Advisor  2015

Lou Golia  
Advisor  2015

Phyllis Carey  
Advisor  2015

Cathy Millington  
Advisor  2015

Dave Sipple  
Advisor  2015

Ellen Sandman  
Advisor  2015

Brett Bickham  
Advisor  2015

Susan Giordano  
Advisor  2015

Susan Ploehn  
Advisor  2015

Dev Lamba  
Advisor  2015

Mike Ambrosi  
Advisor  2015

Jennifer Hyatt  
Advisor  2015

Christi & Ray Rokicki  
Advisor  2015

Chris Rapicano  
Advisor  2015

Judy Savite  
Advisor  2015

Anna Novellino  
Advisor  2015

Andrew Woods  
Advisor  2015

Bob Terlizzi  
Advisor  2015

Karen Lorenz  
Advisor  2015

Lisa Ostella  
Advisor  2015

Gil Seigel  
New  2015

Irene Stefanacci  
Secretary  2015

John Egbert  
Ex-Officio  2015

Gene Fitzpatrick  
Council Liaison  2015

**Rockaway River Watershed Cabinet 3 Members**

George Strother  
Mayor's Representative  2015

Kevin Scollans  
Council Appointment  2015

Tom Dean  
Public at Large Rep  2015
Local Assistance Board

Renee Monico
Kathy Covert
Marion Cunic
Elizabeth Kaiser
Harriet Kelem
Melissa Cook
Anny Florio
Lisa Beumee
Lee Ambrosi
Hildy Benjamin
Linda Blood
Patricia Colucci
Darla Coolman
Dan & Lynne Dokus
Robert Hanson
Dave Lamba
MaryEllen Lobb
Dick Lukac
Sharon O’Connor
Maureen Polio
Larry & Nancy Pool
Sue Sabean
LyRie Scinto
Arch Seamans
Sheila Seil
Kristen Simone
Roger Spiess
Jim VanDuyne
Rita Weick
Krystine Whitmore
Deidre Rock
Carol Bsarany
Chris Golinski

Reappointment
Reappointment
Reappointment
Reappointment
Reappointment
Reappointment
Reappointment
Advisor
Advisor
Advisor
Advisor
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Advisor
Advisor
Advisor
Advisor
Advisor
Ex-Officio
Advisor
Council Liaison

2015
2015
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2015
2015

Mayor’s Paths & Trails Committee

Kevin Loughran
Mary Jude Haddock-Weiler
Ann Marie Flake
Don Bogardus
John Ruschke
Jason Kasler
Stephanie Lyden

Reappointment
Reappointment
Reappointment
Recreation Director
Engineer
Town Planner
Council Liaison

2015
2015
2015
2015
Open Space, Recreation, Farmland & Historic Preservation Committee

* Jim Florance Reappointment 2015
* Joan Lisi Chairperson Reappointment 2015
* Karen D’Orasio Reappointment 2015
* Doug Dolan Reappointment 2015
* Stan Sebastian Reappointment 2015
* Sue Schmidt Reappointment 2015
* Tim Vogel Reappointment 2015
Wayne Pacconi Liaison 2015
Bob Ranft Liaison 2015
Steven Ward Ex-Officio 2015
MaryAnn Cuneo Ex-Officio 2015
Jason Kasler Ex-Officio 2015
Don Bogardus Ex-Officio 2015
Don Kuser Council Liaison 2015

Mayor's River & Streams Advisory Committee

Tom Dean Reappointment 2015
Steven Smith Reappointment 2015
John Walker Reappointment 2015
David Farley Reappointment 2015
Heather Levis Guzzi Reappointment 2015
George Strother Reappointment 2015
Tony Mollegard Reappointment 2015
Pam Bell Reappointment 2015
Charlie Fischer Reappointment 2015
Bob Plumb Reappointment 2015
Gene Fitzpatrick Council Liaison 2015

Mayor's Sport Facilities Advisory Board

Don Casse Reappointment 2015
Steve Testa Reappointment 2015
Art Baggot Reappointment 2015
Bill Condon Reappointment 2015
Bill Tonero Reappointment 2015
Bob Ranft Reappointment 2015
Doug Dolan Reappointment 2015
Gary Borowiec Reappointment 2015
Paul Nigro Reappointment 2015
Steve Pellettiere Reappointment 2015
Tom Feury Reappointment 2015
Don Bogardus Recreation Director 2015
John Ruschke Engineer 2015
Doug Gabel Council Liaison 2015
Recreation Committee 13 Members

* Mark Venis
* Lene Jennings
* Bob Ranft
* Alison Chada
* Don Casse
* Ben DeSomma
* Bill Condon
* Carol Jacko
* Tom Dolan
* Darlene Golinski
* Chris Remillard
* TBA
* TBA
Paul Nigro
Olivia Jennings
John Egbert
Don Bogardus
Chris Golinski
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
Advisor 2015
Advisor 2015
DPW 2015
Ex-Officio 2015
Council Liaison 2015

Green Sustainability Committee 9 Members + 4 Alternates
Wayne Pacconi
William Swarts
Phyllis Carey
Nancy Gerhardt
Ed Krysa
Barbara Krysa
Marianna Lindsay
Sue Filauro
Mary Meola
Richard Faresich
Tom Zollo
Mark London
Tom Nivens
John Egbert
John Ciardi
Don Kuser
Reappointment 2015
Reappointment 2015
Reappointment 2015
Reappointment 2015
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Reappointment 2015
Reappointment 2015
Reappointment 2015
Ex-Officio 2015
Ex-Officio 2015
Liaison 2015
<table>
<thead>
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<th><strong>Mayor's Council for People with Challenges</strong></th>
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<tbody>
<tr>
<td>Michele McGlynn</td>
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<tr>
<td>Kathy Covert</td>
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<tr>
<td>Susan Reinhardt</td>
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<td>Sheila DiFalco</td>
<td>Reappointment 2015</td>
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<tr>
<td>Sue Anzelmo</td>
<td>Reappointment 2015</td>
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<tr>
<td>Marion Tredinnick</td>
<td>Reappointment 2015</td>
</tr>
<tr>
<td>Joni Eriksen</td>
<td>Reappointment 2015</td>
</tr>
<tr>
<td>Patty Paton</td>
<td>Reappointment 2015</td>
</tr>
<tr>
<td>Pete Neinstadt</td>
<td>Police Representative 2015</td>
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<tr>
<td>Donna Farrelly</td>
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<tr>
<td>Doug Gabel</td>
<td>Council Liaison</td>
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<thead>
<tr>
<th><strong>Denville Community TV &amp; Media 9 Members</strong></th>
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<tbody>
<tr>
<td>* Ruth Gimbel</td>
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<tr>
<td>* Craig Gimbel</td>
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<tr>
<td>* Kathleen Mott</td>
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<td>* Fritz Mott</td>
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<tr>
<td>* Patricia Morley</td>
<td>Reappointment 2015</td>
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<tr>
<td>* Matthew Groszew</td>
<td>Reappointment 2015</td>
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<tr>
<td>* Dana Foreman</td>
<td>Reappointment 2015</td>
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<tr>
<td>* David Van Pelt</td>
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<td>* TBA</td>
<td>New 2015</td>
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<tr>
<td>Brianne Mott</td>
<td>Advisor 2015</td>
</tr>
<tr>
<td>Geoff Millington</td>
<td>Advisor 2015</td>
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<tr>
<td>Lisa Foreman</td>
<td>Advisor 2015</td>
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<tr>
<td>John Ciardi</td>
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<td>Stephanie Lyden</td>
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<tr>
<td>Mary McAlleer</td>
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<tr>
<td>Bunny Riker</td>
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<tr>
<td>Kathy Banks</td>
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<tr>
<td>Robert Plumb</td>
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<tr>
<td>Stan Sebastian</td>
<td>Reappointment 2015</td>
</tr>
<tr>
<td>Evelyn Plumb</td>
<td>Reappointment 2015</td>
</tr>
<tr>
<td>Dennis Steckert</td>
<td>Reappointment 2015</td>
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<tr>
<td>Meridith Petrillo</td>
<td>Ex-Officio</td>
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<tr>
<td>Kevin Scollans</td>
<td>Council Liaison</td>
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<tr>
<td>Name</td>
<td>Position</td>
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<td>----------------</td>
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<tr>
<td>Anthony Teri</td>
<td>Reappointment</td>
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<tr>
<td>Cindy Belfa</td>
<td>Reappointment</td>
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<tr>
<td>Dan Daly</td>
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<td>Venny Fuentes</td>
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WHEREAS, pursuant to P.L. 1975, c. 127 and N.J.A.C. 17:27-3.3, the Township of Denville is required to designate an officer or employee to serve as the Public Agency Compliance Officer (P.A.C.O.); and

WHEREAS, the Township of Denville wishes to comply with this regulation by designating Darlene Price, Qualified Purchasing Agent as the Liaison Official for matters concerning P.L. 1975, c. 127, (N.J.A.C. 17:27-3.3).

NOW, THEREFORE, BE IT RESOLVED that Darlene Price, Qualified Purchasing Agent for the Township of Denville, is hereby designated as the Township of Denville Public Agency Compliance Officer.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: Kathryn M. Bowditch, RMC Municipal Clerk
WHEREAS, the Township of Denville has a need to acquire the professional services of a municipal attorney without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

WHEREAS, John P. Jansen, Esq. has submitted a proposal for 2015 indicating he will provide legal services for an amount projected to exceed $17,500; and

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

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

WHEREAS, the Township wishes to retain John P. Jansen, Esq. of the firm Jansen & DeBona, LLC as Municipal Attorney; and

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with John P. Jansen, Esq. of the firm Jansen & DeBona, LLC, 413 Main Street, Boonton, New Jersey 07005 as Municipal Attorney for the year 2015.

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
I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: ___________________________ Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of January, 2015, by and between:

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

and:

JOHN P. JANSEN, ESQ., of the firm of JANSEN & DeBONA, LLC, with offices at 413 West Main Street, Boonton, New Jersey 07005, (Hereinafter, "Counsel")

WITNESSETH:

WHEREAS, the Township wishes to retain and appoint John P. Jansen, Esq. of the firm of JANSEN & DeBONA, LLC, 413 West Main Street, Boonton, New Jersey 07005, as legal counsel; and

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

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

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

1. Counsel shall be paid a retainer of $88,000 to cover all "general services" for 2015. "General services" shall include all legal services historically provided by the Township Attorney, with the exception of litigation (as described herein), services rendered in connection with subdivisions and developments, affordable housing related matters, land acquisitions (including easements and rights-of-way), services related to the construction or renovation of the municipal building, services related to the expansion of the sanitary sewer
system, and any project that has a separate funding source (temporary or permanent financing). Payment in the amount of $7,333.33 shall be made monthly on the first of the month. (Note: The defense of matters covered by insurance, labor relations services, bond counsel services, and municipal court prosecutions have not historically been provided by the Township Attorney.)

2. Litigation, which shall include Federal, State and Municipal Court matters, tax appeals (including County Board matters), administrative hearings, In Rem foreclosures, condemnations, bankruptcy matters, the investigation and coordination of a defense in matters that are subject to a Notice of Claim pursuant to the Tort Claims Act, and the preparation of the annual litigation status report, shall be billed at $148.00 per hour for attorney time and $74.00 per hour for paralegal time. This billing shall be in addition to the $7,333.33 per month for general services.

3. Services rendered in connection with subdivisions and developments, affordable housing related matters, land acquisitions (including easements and rights-of-way), services related to the construction or renovation of the municipal building, services related to the expansion of the sanitary sewer system, and any project that has a separate funding source (temporary or permanent financing) shall be billed at $148.00 per hour for attorney time and $74.00 per hour for paralegal time. This billing shall also be in addition to the $7,333.33 per month for general services.

4. Counsel shall provide a reasonably itemized monthly summary of work performed under the general services category.

Counsel shall further provide the Township with a separate itemized bill and voucher for all services not covered under the general services category.

5. The retainer contemplates that 595 hours of general services legal work will be provided to the Township. If the actual number of general services hours provided
during the year is less than 565 (595 - 5%), Counsel will either offer a refund of the difference between 565 and the actual number of hours billed multiplied by $148.00 per hour or a credit against 2016 billings. On the other hand, if the actual number of general services hours provided for the year exceeds 655 (595 + 10%), Counsel shall be compensated for the additional hours over 655 at $148.00 per hour.

6. Although John P. Jansen, Esq. has been appointed Township Attorney, it is understood and agreed that he will be assisted in his responsibilities to the Township by attorneys and paralegals within his firm.

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

8. 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.

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

10. Political Contribution Disclosure. This contract has been awarded to Counsel based on the merits and abilities of Counsel 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 Counsel, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of
the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Denville if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

11. The term of this Agreement shall be for one year from January 1, 2015, to December 31, 2015.

ATTEST: 

______________________________
Kathryn Bowditch, Acting Municipal Clerk

TOWNSHIP OF DENVILLE

______________________________
By: Thomas W. Andes, Mayor

WITNESS:

Debra L. Westenberger

______________________________
By: John P. Jansen

4
STATE OF NEW JERSEY: SS:  
COUNTY OF MORRIS: SS:  

I CERTIFY that on December 11, 2014, KATHRYN BOWDITCH personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Acting Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this day of , 2015.

Kathryn Bowditch, Acting Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on December 11, 2014, JOHN P. JANSEN 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.

Debra L. Westenberger  
A Notary Public of New Jersey  
My Commission expires 6/27/18
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: Jansen & DeBona, LLC

(Signature) John J. Jansen

(Title) Member

(Date) 12-11-19
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

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

15 APR 2009 TO 15 APR 2015

JANSEN & DEBONA, LLC
413 WEST MAIN STREET
BOONTON NJ 07005

[Signature]
Acting State Treasurer
WHEREAS, the Township of Denville has a need to acquire professional services for special counsel tax attorney services without competitive bidding pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

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

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

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

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

WHEREAS, the Township wishes to retain Fred C. Semrau, Esq. of the firm Dorsey and Semrau, LLC as Special Legal Counsel; and

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional services agreement with Fred C. Semrau, Esq., Dorsey and Semrau, LLC, 714 Main Street, Boonton, New Jersey 07005 as Special Legal Counsel for the year 2015.

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 with 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, when received, and the Determination of Value shall be placed on file with this resolution.

4. This resolution shall take effect as provided herein.

5. A notice of this action shall be printed once in the Citizen as required by law.
I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification dated: __________________________  Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2015, 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:

DORSEY AND SEMRAU, LLC
714 Main Street
Boonton, New Jersey 07005

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Dorsey and Semrau, LLC for professional special counsel tax attorney 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 Dorsey and Semrau, LLC of Boonton, 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 tax attorney services as outlined in the firm's proposal dated December 19, 2014, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

7. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit C.
8. The Firm is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission when fees in excess of $50,000 are paid pursuant to a contract with a public entity in a calendar year. It is the Firm's responsibility to determine if filing is necessary.

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

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

ATTEST: TOWNSHIP OF DENVILLE

_____________________________ By: _______________________________

Kathym M. Bowditch, Clerk Thomas W. Andes, Mayor

ATTEST: _______________________________

_____________________________

By: _______________________________

Fred C. Semrau, Esq.
STATE OF NEW JERSEY:  
COUNTY OF MORRIS:

I CERTIFY that on , 2015, KATHRYN M. BOWDITCH 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 , 2015.

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 201,

FRED C. SEMRAU 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
December 19, 2014

PRIVILEGED AND CONFIDENTIAL
Darlene Price, Purchasing Agent
Township of Denville
1 St. Mary's Place
Denville, NJ 07834

Re: Legal Services-Proposal

Dear Darlene:

Thank you for your letter of 12/15/2014. Please be advised that I would be very pleased to accept the consideration of appointment as Special Tax Council for 2015.

Please be advised that our fee for representing the Township in the defense of its Tax Appeals would be $145/hr for attorneys and $75/hr for paralegals.

It has been my pleasure to serve as the Township’s Special Tax Council. If you have any questions, please do not hesitate to contact me.

Very truly yours,

DORSEY AND SEMRAU

[Signature]

Fred Semrau

Enclosures
December 19, 2014

Darlene Price, Purchasing Agent
Township of Denville
1 St. Mary’s Place
Denville, NJ 07834

Re: Dorsey & Semrau, LLC - Legal Services

Dear Darlene:

Thank you for your packet of information received in our office today. Per your correspondence please find the following:

1. A copy of our 2015 proposal including our fee schedule;
2. A copy of our current Business Registration Certification;
3. Form C271 Political Contribution Disclosure Form;
4. Stockholder Disclosure Form;
5. Business Entity Disclosure Certification;
6. Copy of our Affirmative Action Certificate;

If you have any questions, or require any additional information, please do not hesitate to contact me. Best wishes for a happy holiday season!

Very truly yours,

DORSEY AND SEMRAU

Fred Semrau

FCS:smk
Enclosures
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

[Signature]

John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: DORSEY & SEMRAU LLC
ADDRESS: 714 MAIN STREET
BOONTON NJ 07005
EFFECTIVE DATE: 12/03/03

TRADE NAME: SEQUENCE NUMBER: 1086037
ISSUANCE DATE: 01/19/09

[Signature]

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

FORM-BRC(09-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR SPECIAL LABOR COUNSEL SERVICES FOR THE YEAR 2015

WHEREAS, the Township of Denville has a need to appoint a Special Labor Counsel to assist the Township in labor related circumstances as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or N.J.S.A. 19:44A-20.5 as appropriate; and

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

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

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Matthew Giacobbe, Esq. of the firm Cleary Giacobbe Alfieri Jacobs, LLC, 169 Ramapo Valley Road, Upper Level 105, Oakland, New Jersey 07436 as Special Labor Counsel for the year 2015.

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

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

4. This resolution shall take effect as provided herein.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2015, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WIT N E S S E T H:

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

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

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

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

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

7. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit C.
8. The Firm is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission when fees in excess of $50,000 are paid from public entities in a calendar year. It is the Firm’s responsibility to determine if filing is necessary.

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

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

ATTEST:

______________________________
Kathryn M. Bowditch, Clerk

TOWNSHIP OF DENVILLE

By: ___________________________
Thomas W. Andes, Mayor

ATTEST:

______________________________
Matthew Giacobbe, Esq.
STATE OF NEW JERSEY: 
COUNTY OF MORRIS: SS:

I CERTIFY that on

, 2015,  KATHRYN M. BOWDITCH 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

, 2015.

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on

, 2015, 

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
December 18, 2014

Darlene Price, QPA, Purchasing Agent
Township of Denville
1 Saint Mary’s Place
Denville, New Jersey 07834

Re: Response to Request for Qualifications for Professional Legal Services: Township Labor Counsel

Dear Ms. Price:

Thank you for the opportunity to submit the qualifications of our Firm, Cleary Giacobbe Alfieri Jacobs, LLC, to the Township of Denville (“Township”) for consideration as Township Labor Counsel.

Our Firm is able to represent the Township in all aspects of labor and employment law, including litigation, collective bargaining and negotiations, and personnel matters to name a few. As we currently represent more than forty (40) municipalities in this capacity, we have significant experience handling complex labor and employment issues unique to government entities. Members of the Firm are available to attend any regularly scheduled meetings, and special meetings also, if needed. As a Firm, we strive to respond quickly and efficiently to our clients’ needs.

The firm proposes to provide legal services at the rate of $140 per hour for all attorneys, including partners, counsel, and associates. I have enclosed our resume for your review and also invite you to visit our website at www.cgajlaw.com. Please feel free to contact me directly with any questions or concerns that you may have.

Thank you for your consideration.

Very truly yours,

Matthew J. Giacobbe

Encl.
EXECUTIVE SUMMARY

Cleary Giacobbe Alfieri Jacobs, LLC is a full service, general practice law firm. The Firm specializes in the areas of public practice, labor and employment law, litigation, authority law, business law and environmental/land use law. The twenty-four (24) attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have extensive experience in the representation of public entities, including municipalities, school boards and municipal utility authorities. The Firm’s practice groups are fully-integrated and provide clients with a variety of experience and expertise to ensure matters are handled in an efficient and cost-effective manner. In addition, the Firm has a strong commitment to the use of the latest technology and the latest legal research tools. Cleary Giacobbe Alfieri Jacobs, LLC has a fully automated office which provides for expedient information retrieval and efficient communication between our attorneys and our clients.

As a firm, Cleary Giacobbe Alfieri Jacobs, LLC is small enough to offer personalized and responsive service, yet large enough to ensure there will always be a knowledgeable attorney available to assist a client at any time. The Firm takes pride in never being “too busy” to handle an individual client’s question or emergency. The attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have a track record of always being available, whether it is during or outside regular business hours. The Firm recognizes that many public clients have issues and emergencies that arise outside of normal business hours. As such, clients are provided with attorneys’ cell/home numbers so that an attorney may always be reached. In addition, the Firm is available to attend any regular or special meetings, or as otherwise required.

The Firm, in its present state, was recently established in November 2010. The attorneys, however, have a wide range of practice experience from two (2) to over twenty-five (25) years. The Firm’s attorneys are all licensed to practice law in the State of New Jersey and most are licensed in neighboring jurisdictions as well. Cleary Giacobbe Alfieri Jacobs, LLC is in compliance with all applicable affirmative action requirements pursuant to Federal and State laws.

The Firm has never been adjudicated liable for professional malpractice, nor has it been involved in any bankruptcy or reorganization proceedings.
This Qualification Statement is submitted on behalf of the firm of Cleary Giacobbe Alfieri Jacobs, LLC. The key contact is:

Matthew J. Giacobbe, Esq.
Cleary Giacobbe Alfieri & Jacobs, LLC
169 Ramapo Valley Road
Upper Level 105
Oakland, NJ 07436
Phone (973) 845-6700
Fax (201) 644-7601

Cleary Giacobbe Alfieri Jacobs, LLC also has an office located at:

5 Ravine Drive
P.O. Box 533
Matawan, NJ 07747
Phone (732) 583-7474
Fax (732) 566-7687

The Firm is a limited liability company that employs twenty-four (24) experienced attorneys, including nine (9) Partners, four (4) Counsel, nine (9) Associates, two (2) of Counsel and six (6) paralegals. The Principals of Cleary Giacobbe Alfieri Jacobs, LLC are:

James J. Cleary, Esq.
Matthew J. Giacobbe, Esq.
Salvatore Alfieri, Esq.
Mitchell B. Jacobs, Esq.
The Labor and Employment Law Group of Cleary Giacobbe Alfieri Jacobs, LLC is especially adept and experienced in handling a wide range of labor and management issues - issues which routinely present themselves to public entities. Specifically, the Firm prosecutes disciplinary actions, negotiates collective bargaining agreements, defends employment actions in Federal and State Courts, defends grievances filed against the public entity and participates in interest arbitration and unfair labor practice proceedings. The attorneys with Cleary Giacobbe Alfieri Jacobs, LLC have successfully appeared on behalf of their public clients before both the Federal and State Departments of Labor, the New Jersey Public Employment Relations Commission, the New Jersey Civil Service Commission, the Superior Court of New Jersey and the Federal District Court to successfully defend its clients against claims arising out of the Family and Medical Leave Act (“FMLA”), the Fair Labor Standards Act (“FLSA”), the New Jersey Family Leave Act (“NJFLA”), the New Jersey Law Against Discrimination (“NJLAD”), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (“ADEA”), the American with Disabilities Act (“ADA”) and the Occupational Safety and Health Act (“OSHA”). Further, the Firm provides legal guidance on matters involving the employer/employee relationship.

PROFESSIONAL INFORMATION

Cleary Giacobbe Alfieri Jacobs, LLC recognizes the unique needs and challenges of its public clients. Because public law presents complex and evolving legal issues, public entities need experienced, full-service legal counsel. At the same time, public entities are confronted with increasing financial constraints. As a result, Cleary Giacobbe Alfieri Jacobs, LLC tailors its legal services to meet the budgetary needs of each public client. The Firm’s expertise and commitment is evidenced in the continued representation of the same public clients for numerous years, some for a decade or more.

In addition, all legal services provided by Cleary Giacobbe Alfieri Jacobs, LLC are provided “in house” and are never subcontracted out to another firm. The Firm’s attorneys and support staff are not members of any collective bargaining unit. Upon information and belief, no immediate relatives of any Principals are employees or elected officials of the Borough of North Arlington.

A. Public Law Practice

The attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have been recognized for their exceptional legal service to public entities. The Firm’s clients include some of the largest municipalities and counties in the State of New Jersey, as well as numerous municipal utility authorities, boards of education, planning and zoning boards, economic development authorities, and other public groups at every level of municipal, county and State government. A sampling of the Firm’s services to its public clients includes the drafting and/or preparation of contracts, bid specifications, ordinances and board resolutions as well as the handling of bid protests, tax appeal litigation and defense of any and all claims filed against the public entity. Specifically, the Firm advises its public clients on all aspects of compliance with both Federal and State laws, such as the Open Public Meetings Act (“OPMA”), Open Public Records Act (“OPRA”), the Municipal Land Use Law, the Local Public Contracts Law, among others. In addition, Cleary Giacobbe Alfieri Jacobs, LLC provides guidance in environmental and land use issues, including condemnation.

B. Labor and Employment Practice

The Labor and Employment Law Group of Cleary Giacobbe Alfieri Jacobs, LLC is especially adept and experienced in handling a wide range of labor and management issues – issues which routinely present themselves to public entities. Specifically, the Firm prosecutes disciplinary actions, negotiates collective bargaining agreements, defends employment actions in Federal and State Courts, defends grievances filed against the public entity and participates in interest arbitration and unfair labor practice proceedings. The attorneys with Cleary Giacobbe Alfieri Jacobs, LLC have successfully appeared on behalf of their public clients before both the Federal and State Departments of Labor, the New Jersey Public Employment Relations Commission, the New Jersey Civil Service Commission, the Superior Court of New Jersey and the Federal District Court to successfully defend its clients against claims arising out of the Family and Medical Leave Act (“FMLA”), the Fair Labor Standards Act (“FLSA”), the New Jersey Family Leave Act (“NJFLA”), the New Jersey Law Against Discrimination (“NJLAD”), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (“ADEA”), the American with Disabilities Act (“ADA”) and the Occupational Safety and Health Act (“OSHA”). Further, the Firm provides legal guidance on matters involving the employer/employee relationship,
C. Litigation

The Litigation Practice Group at Cleary Giacobbe Alfieri Jacobs, LLC has built a strong reputation for providing proactive, zealous and cost effective representation. Publicly and privately held local and national companies, real estate developers, municipalities, boards of education, other public entities and entrepreneurs, as well as non-profit groups and individuals have all retained Cleary Giacobbe Alfieri Jacobs, LLC to handle their litigation matters. In the public sector, we regularly represent public entities at all levels of government, such as wrongful discharge/retaliation, harassment/discrimination, Title 59 and cases brought under 42 U.S.C. 1983. We pursue litigation with tenacity and determination, while remaining result-oriented committed to and avoiding unnecessary legal proceedings and expense. The Firm’s attorneys have substantial experience with alternative dispute resolution, achieving desired results for our clients through arbitration tribunals, case evaluations, mediations and negotiations. Always focused on limiting client exposure, our attorneys regularly consult with clients on the possible avoidance of disputes, devising litigation strategies carefully tailored to fit each client’s need.
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

TAX NAME: CLEARY, GIACOBBE, ALFIERI & JACOBS, L.L.

TRADE NAME: 

ADDRESS: 5 RAVINE DRIVE
MATAWAN N.J.

EFFECTIVE DATE: 11/03/10

SEQUENCE NUMBER: D205846V

ISSUANCE DATE: 11/03/10

Director
New Jersey Division of Revenue

(04-08), D205846V
WHEREAS, there exists a need for Risk Management Consultant Services in the Township of Denville; and

WHEREAS, said services are of such a specialized and qualitative nature that it renders competitive bidding impractical; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., particularly N.J.S.A. 40A:11-5(1)(m) specifically provides that insurance, including insurance consultant services, is not subject to the requirements of public bidding; and

WHEREAS, the Township of Denville wishes to appoint David J. Sgalia as the Township’s Risk Management Consultant; and

WHEREAS, the amount of the Risk Management Consultant’s contract is four and one-half (4 1/2%) percent of the annual assessment imposed on the Township by the Morris County Municipal Joint Insurance Fund, plus any brokerage commissions paid by insurance companies on policies authorized by the Township which are outside the Joint Insurance Fund; and

WHEREAS, the Chief Financial Officer of the Township has certified as to the availability of funds 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. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract with David J. Sgalia for Risk Management Consultant services, which contract is on file in the Office of the Municipal Clerk.

2. This contract is awarded without competitive bidding in accordance with the specific exemption for such services found in N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law, and because the services to be provided are extremely specialized in nature and require a degree of expertise, training and experience in the insurance industry. Additionally, the services to be provided are by their nature qualitative and thus not susceptible of being described by written specifications.

3. A notice of this action shall be printed once in the Citizen accordingly to law.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.
AGREEMENT

THIS AGREEMENT, made this day of , 2015, 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:

David Sgalia of Henry O. Baker, Inc.
7 South Warren Street
Dover, New Jersey 07005

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with David Sgalia of Henry O. Baker Inc. to provide risk management consulting 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 David Sgalia 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 have David Sgalia provide risk management consulting services as outlined in the firm's proposal dated December 23, 2014, attached hereto as Exhibit “A”, to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

7. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit C.
8. The Firm is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission when fees in excess of $50,000 are paid pursuant to a contract with a public entity in a calendar year. It is the Firm's responsibility to determine if filing is necessary.

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

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

ATTEST:

Kathryn M. Bowditch, Clerk

TOWNSHIP OF DENVILLE

By: ________________________________

Thomas W. Andes, Mayor

ATTEST:

By: ________________________________

David Sgalia
A Notary Public of New Jersey
My Commission expires

STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on , 2015, KATHRYN M. BOWDITCH 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 , 2015.

________________________
Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)
December 24, 2014

Township of Denville
ATTN: Kathy Bowditch Township Clerk
1 St. Mary's Place
Denville, NJ 07834

RE: 2015 Risk Management Consultant

Dear Ms. Bowditch,

With the approval of the Mayor and Council, it would be my honor to continue as the Risk Management Consultant for 2015. As in years past, for my fee I am requesting 4.5% of the Morris County Joint Insurance Fund’s annual assessment as the annual fee to be paid at the conclusion of each quarter.

If there are any questions or concerns, please don’t hesitate to give me a call.

Sincerely,

[Signature]

David J. Sgalia
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

TAXPAYER NAME:  
HENRY O. BAKER, INCORPORATED

ADDRESS:  
7 SOUTH WARREN ST
DOVER NJ 07801

EFFECTIVE DATE:  
09/17/04

TRADE NAME:  

SEQUENCE NUMBER:  
1089180

ISSUANCE DATE:  
06/20/08

James J. Fruscione
Director
New Jersey Division of Revenue
RESOLUTION AUTHORIZING A CONTRACT FOR GRANT RESEARCH AND GRANT APPLICATION CONSULTING SERVICES FOR THE YEAR 2015

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

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

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

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

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

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

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

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

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

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

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

4. This resolution shall take effect immediately.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2015, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WITNESS ETH:

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Kathryn M. Bowditch, Clerk

TOWNSHIP OF DENVILLE

By: ____________________________
Thomas W. Andes, Mayor

ATTEST:

By: ____________________________
Randall Gottesman, PP
President
STATE OF NEW JERSEY:

COUNTY OF MORRIS:

I CERTIFY that on __________, 2015, KATHRYN M. BOWDITCH personally came before me and acknowledged under oath, to my satisfaction, that: (a) this person is the Municipal Clerk of the TOWNSHIP OF DENVILLE, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is THOMAS W. ANDES, the Mayor of the municipal corporation; (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Committee; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Sworn and Subscribed to before me this ______ day of ______, 2015.

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on __________, 201 __, 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

NOTES:
AGREEMENT
2015 Township of Denville Grantwriting Project

THIS AGREEMENT made this ___ day of ____________, 2015, by and between the Township of Denville, with principal offices located at 1 St. Mary’s Place, Denville, New Jersey, hereinafter referred to as “the Township” and CGP&H LLC, with principal offices located at 101 Interchange Plaza, Suite 301, Cranbury, New Jersey, hereinafter referred to as the "Consultant."

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

I. CONSULTANT SCOPE OF SERVICES

1. Inform the Township of Current and Anticipated Funding Programs

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

2. Assess Local Priorities

Upon execution of this professional services agreement, the consultant shall immediately meet with Township department heads as directed by the Mayor, Township Business Administrator or their designee to assess local priorities and make appropriate recommendations for funding sources. This will enable the consultant to quickly and effectively understand the Township’s current priorities and issues. Services stated in this paragraph shall be provided after the signing of this contract, at no cost to the Township.

The consultant’s staff shall be generally available for day or night meetings with our
clients. The consultant shall attend meetings, as needed, to provide additional information about grant opportunities as well as to learn more about the Township’s priorities and needs. Our hourly rates shall apply for attendance at all meetings following the initial kickoff meeting.

3. Determine the Township’s Eligibility for Funding Programs

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

4. Recommend Grant Applications

The consultant shall recommend which applications the Township should consider based on local priorities and competitiveness, as well as the return on investment that a successful application may provide. The consultant shall also weigh factors such as the matching fund requirements of some grant applications and any requirements to continue the project (operations or maintenance) after the grant award expires. Initial recommendations based on existing knowledge of the municipality’s demographics and the grant(s) in question will be made at no additional cost to the Township. Analyses that require additional research will be conducted at the direction of the Township at our 2015 hourly rates, attached hereto.

5. Prepare Grant Applications

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

The grant application process includes the preparation of all documents related to the submission of the grant. The consultant shall prepare all hard copy grant submissions as required and all electronic submissions utilizing the State’s SAGE systems, or the federal government’s Grants.gov on-line submission system, and other on-line submission systems, as appropriate. Grant writing services will be billed at the consultant’s regular rates as per the attached 2015 Fee Schedule, which is unchanged from 2013 and 2014, and will be based upon a not to exceed proposal authorized by the Township for each grant as described in Article II herein.

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

7. Technical Assistance
In addition, the consultant shall provide limited technical assistance, as requested by the Township, on the review of applications prepared by in-house resources. Such technical assistance will be billed at CGP&H’s regular rates as per the attached 2015 Fee Schedule.

II. COMPENSATION

Payment of said fees shall be due upon the regular submission of vouchers. Such vouchers shall detail the amount of time spent and services performed. Payment in full for invoices shall be made within forty-five (45) days of the billing date. The consultant’s services shall be based upon the attached 2015 Schedule of Hourly rates, attached hereto as Exhibit A, and in accordance with a proposal of a “not to exceed” figure that shall be provided for each individual grant application prior to authorization to proceed. The total compensation for services covered by the Agreement shall not exceed $27,500.

The parties agree that the “not to exceed” amount of $27,500 is not a guaranteed payment. The Township agrees to encumber this sum to compensate consultant in the event that the
Township authorizes sufficient grant applications to generate vouchers in the amount of $27,500. In the event that the Township pays the consultant the full sum of $27,500 and the consultant is unable to secure at least $27,500 in direct grants for the Township, after allowing a reasonable time for all pending grant applications to be decided by the funding sources, then the consultant agrees, in good faith, to prepare or resubmit funding applications, at the Consultant's discretion but exercising good faith, at no additional consultant fee to the Township until the goal of $27,500 in grants has been achieved. Any direct costs identified will be reimbursed to the consultant on a direct-cost basis by the Township. Direct costs include obtaining special materials (maps, surveys, special studies, documents, overnight mailing, messenger services and multiple copies of documents).

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

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

III. TIME

The Agreement shall be in effect from the date of this agreement and shall continue through December 31, 2015 or until the maximum compensation under this Agreement is reached or unless the Agreement is otherwise amended by both parties.

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

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

General Liability: $1,000,000 per occurrence combined single limit for bodily injury and property damage.
VIII. The Consultant herein represents that neither the Consultant nor any person owning five percent or more of the stock or equity interest in the Consultant’s business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

Automobile: $1,000,000 per occurrence combined single limit for bodily injury and property damage.

Worker’s Compensation: Statutory coverage

Umbrella: $1,000,000

The Certificate of Insurance must clearly indicate that the Township has been named as an additional insured on the Consultant’s general liability policy and shall contain a 30-day prior notice of cancellation to the Township.

V. 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 Consultants’ negligent acts, errors or omissions relative to the performance of this Agreement.

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

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

VIII. The Consultant herein represents that neither the Consultant nor any person owning five percent or more of the stock or equity interest in the Consultant’s business has been convicted of an offense under N.J.S.A. 2C:27-2, 2C:27-3, 2C:27-5, 2C:27-9, 2C:27-11, 2C:29-4, 2C:30-2 or 2C:30-3 subsequent to September 13, 1977. This representation is made pursuant to N.J.S.A. 2C:51-2.f.

- 5 -
IX. Political Contribution Disclosure. This contract has been awarded to Consultant based on the merits and abilities of 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.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and year first above written

THE TOWNSHIP OF DENVILLE

Thomas W. Andes
Mayor

Randall Gottesman, PP
President

Kathryn M. Bowditch, Municipal Clerk

Witness

Dated:

Dated:
# EXHIBIT A

**CGP&H, LLC**  
**2015 Fee Schedule**

<table>
<thead>
<tr>
<th>TITLE</th>
<th>KEY PERSONNEL</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-in-Charge</td>
<td>Randall Gottesman, P.P.</td>
<td>$145</td>
</tr>
<tr>
<td>Vice President</td>
<td>David Gerkens, P.P.</td>
<td>$145</td>
</tr>
<tr>
<td>Vice President</td>
<td>Megan York, P.P.</td>
<td>$145</td>
</tr>
<tr>
<td>Senior Grant-Writer</td>
<td>Patrice Loehle, P.P.</td>
<td>$143</td>
</tr>
<tr>
<td>Grant-Writing Assistant</td>
<td>Alyssa Marchesi</td>
<td>$78</td>
</tr>
<tr>
<td></td>
<td>Rachel Swallwood</td>
<td></td>
</tr>
</tbody>
</table>
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 or 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: CGP&H, LLC

Randall Gottesman (Signature)  (Title)

December 18, 2014  (Date)
Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
CGP&H, LLC

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

EFFECTIVE DATE:
09/27/07

TRADE NAME:

SEQUENCE NUMBER:
1383338

ISSUANCE DATE:
12/09/13

FORM BRC
104-051: D205848V

The Certificate is NOT assignable or transferable. It must be constantly displayed at above address.
RESOLUTION APPOINTING KATHRYN M. BOWDITCH AS MUNICIPAL CLERK

WHEREAS, on July 15, 2014, the Municipal Council adopted Resolution R-14-160 appointing Kathryn M. Bowditch as Acting Municipal Clerk, effective August 1, 2014, for a term not to extend beyond June 30, 2015, at a salary of $72,000 per annum with the proviso that, in the event Kathryn M. Bowditch obtained her municipal clerk certificate, her salary would be increased to $77,000 upon appointment as Municipal Clerk; and

WHEREAS, Kathryn M. Bowditch has obtained her municipal clerk certificate and the Municipal Council wishes to appoint her as Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that Kathryn M. Bowditch is hereby appointed Municipal Clerk, effective January 6, 2015, for a term of three years at a salary of $77,000 per annum.

BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch,
Municipal Clerk
RESOLUTION AUTHORIZING APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT

WHEREAS, Township of Denville has established a Board of Adjustment consisting of seven (7) regular members and two (2) alternate members; and

WHEREAS, Township of Denville Ordinance §19-3.3 states that the term of each regular member shall be four (4) years and the term of each alternate member shall be two (2) years; and

WHEREAS, the terms of two (2) Regular members and one (1) alternate member expired on December 31, 2014.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville that the following individuals be appointed to the Board of Adjustment for the terms indicated:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TYPE OF MEMBER &amp; TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Rodimer</td>
<td>Regular Member</td>
</tr>
<tr>
<td></td>
<td>1-1-15 through 12-31-18</td>
</tr>
<tr>
<td>John Murphy</td>
<td>Regular Member</td>
</tr>
<tr>
<td></td>
<td>1-1-15 through 12-31-18</td>
</tr>
<tr>
<td>William Zois</td>
<td>Alternate #2</td>
</tr>
<tr>
<td></td>
<td>1-1-15 through 12-31-17</td>
</tr>
</tbody>
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BY ORDER OF THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Acting Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: Kathryn M. Bowditch, RMC Municipal Clerk
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR AUDITING SERVICES FOR THE YEAR 2015

WHEREAS, there is a requirement pursuant to New Jersey Statute N.J.S.A. 40A:5-4 for the Township to retain the services of a registered municipal accountant or enter into an agreement with the Department of the Treasury to conduct an annual audit of the Township books, accounts and financial transactions for the year ended 2014; and

WHEREAS, the Township has provided for expenditures dealing with an annual audit of its books, accounts and financial transactions; and

WHEREAS, the accounting firm of Nisivoccia, LLP has the qualifications set forth in N.J.S.A. 40A:5-9 and they have agreed to accept the responsibility to satisfy the requirements of the State Statute for a fee to be agreed upon when the 2015 budget is prepared; and

WHEREAS, the Township of Denville may be in need of special reports and special accounting services during the year 2105; and

WHEREAS, the accounting firm of Nisivoccia, LLP has agreed to provide said accounting services, when required, on an hourly basis as per their agreement proposal; and

WHEREAS, the Township of Denville deems the hourly compensation to be fair and equitable for said professional services; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i) 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, the Chief Financial Officer has certified that the value of these services will exceed $17,500 and a copy of the written certification is on file in the Office of the Municipal Clerk; and

WHEREAS, Nisivoccia, LLP has executed a certification, which is attached hereto and made a part thereof that the business entity has not made a contribution that would bar the award of this contract, and the business entity will continue to report to the Election law Enforcement Commission any contribution that would violate the Pay-To-Play Law (N.J.S.A. 19:44A-20.4 et seq.) during the term of this contract.

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of professional services agreement with Raymond Sarinelli, CPA of Nisivoccia, LLP, Mount Arlington Corporate Center, 200 Valley Road, Suite 300, Mt. Arlington, New Jersey 07856, as registered municipal accountant and auditor for the year 2015.

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

BY ORDER OF THE MUNICIPAL COUNCIL OF
THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2015, 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:

NISIVOCCIA, LLP
200 Valley Road
Suite 300
Mt. Arlington, New Jersey 07856

(Hereinafter, "Firm")

WITNESSETH:

WHEREAS, the Township of Denville desires to enter into an agreement with Nisivoccia, LLP for professional auditing 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 Nisivoccia, LLP, of Mt. Arlington, 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 auditing services as outlined in the firm's proposal dated December 5, 2014, attached hereto as Exhibit “A”, to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

ATTEST: ________________________
Kathryn M. Bowditch, Clerk

TOWNSHIP OF DENVILLE

By: ________________________
Thomas W. Andes, Mayor

ATTEST: ________________________

By: ________________________
STATE OF NEW JERSEY: SS:

COUNTY OF MORRIS

I CERTIFY that on , 2015, KATHRYN M. BOWDITCH 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 , 2015.

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2015,

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
December 5, 2014

The Honorable Mayor and Members of the Township Committee
Township of Denville
One Saint Mary Place
Denville, NJ 07834

We are pleased to confirm our understanding of the services we are to provide the Township of Denville for the year ended December 31, 2015. We will audit the financial statements—regulatory basis—of the various funds of the Township of Denville, including the related notes to the financial statements, as of and for the years ended December 31, 2015 and 2014.

We have also been engaged to report on supplementary information that accompanies the Township of Denville’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the various funds financial statements or to the various funds financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole:

1) Schedules of expenditures of federal and state awards.
2) Supplementary Data Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements—regulatory basis—are fairly presented, in all material respects, in conformity with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the “Division”) and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and New Jersey’s OMB Circular 04-04, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid.
The Honorable Mayor and Members of
the Township Committee
Township of Denville
Page 2
December 5, 2014

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to (1) describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance.

The OMB Circular A-133 and NJ OMB 04-04 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and NJ OMB 04-04. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and NJ OMB 04-04 and, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and NJ OMB 04-04, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Honorable Mayor and Members of the Township Committee. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Management Responsibilities

Management is responsible for the financial statements, schedules of expenditures of federal and state awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements, and for preparation of the schedules of expenditures of federal and state awards (including notes and noncash assistance) in accordance with the requirements of OMB Circular A-133. In addition, we will assist with preparation of your financial statements, schedules of expenditures of federal and state awards, and related notes. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and state awards, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedules of expenditures of federal and state awards and related notes and that you have reviewed and approved the financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management,
with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. We understand that you have designated the Chief Financial Officer, Michael Guarino, to be responsible and accountable for overseeing our services.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring the management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles/practices; for the preparation and fair presentation of the financial statements in conformity with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the “Division”); and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the financial statements prepared in conformity with accounting practices prescribed or permitted by the Division. Those disclosures will include (1) a description of the accounting policies of the Township which conform to the accounting practices applicable to municipalities which have been prescribed or permitted by the Division, including a summary of significant accounting policies, and how this basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by OMB Circular A-133 and NJ OMB 04-04, it is management’s
Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You are responsible for preparation of the schedule of expenditures of state and federal awards in conformity with OMB Circular A-133 and NJ OMB 04-04. You agree to include our report on the schedule of expenditures of state and federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of state and federal awards is issued with our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with OMB Circular A-133 and NJ OMB 04-04; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with OMB Circular A-133 and NJ OMB 04-04; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting practices prescribed or permitted by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting practices prescribed or permitted by the Division; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting practices prescribed or permitted by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.
With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the
nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the
effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that
are material to the financial statements and to preventing and detecting misstatements resulting from illegal
acts and other noncompliance matters that have a direct and material effect on the financial statements. Our
tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and,
accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government
Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the
effectiveness of the design and operation of controls that we consider relevant to preventing or detecting
material noncompliance with compliance requirements applicable to each major federal and state award
program. However, our tests will be less in scope than would be necessary to render an opinion on those
controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to
OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or
material weaknesses. However, during the audit, we will communicate to management and those charged
with governance internal control related matters that are required to be communicated under AICPA
professional standards, Government Auditing Standards, OMB Circular A-133 and NJ OMB 04-04.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material
misstatement, we will perform tests of the Township of Denville’s compliance with provisions of applicable
laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those
procedures will not be to provide an opinion on overall compliance and we will not express such an opinion
in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 and NJOMB 04-04 require that we also plan and perform the audit to obtain reasonable
assurance about whether the auditee has complied with applicable laws and regulations and the provisions of
contracts and grant agreements applicable to major programs. Our procedures will consist of tests of
transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement
and the State Aid/Grant Compliance Supplement for the types of compliance requirements that could have a
direct and material effect on each of Township of Denville’s major programs. The purpose of these
procedures will be to express an opinion on Township of Denville’s compliance with requirements
applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133
and NJ OMB 04-04.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs,
we will communicate with you regarding the scope of the additional services and the estimated fees. We also
may issue a separate engagement letter covering the additional services. In the absence of any other written
communication from us documenting such additional services, our services will continue to be governed by
the terms of this engagement letter.

We are not financial advisors under the SEC’s definition related to debt issuances and we will not be
performing those services.
We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form, if applicable, that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Township of Denville and the Division; however, management is responsible for distribution of the reports and the financial statements to any other required parties. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nisivocca LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nisivocca LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding prior to destroying the audit documentation.

We expect to issue our reports no later than June 30, 2016. Raymond G. Sarinelli is the engagement partner and is responsible for supervising the engagement and signing the reports.

Our fee for these services will be agreed upon when the budget is prepared. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances
The Honorable Mayor and Members of
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December 5, 2014

will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Township of Denville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review report is included with this letter.

Very truly yours,

NISIVOCCIA LLP

[Signature]
Raymond G. Sarinelli, Partner

RESPONSE:

This letter correctly sets forth the understanding of the Township of Denville.

By: ______________________________

Title: ______________________________

Date: ______________________________
System Review Report

December 9, 2011

To the Partners
Nisivoccia LLP
and the Peer Review Committee of the New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Nisivoccia LLP (the firm) in effect for the year ended June 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Nisivoccia LLP in effect for the year ended June 30, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Nisivoccia LLP has received a peer review rating of pass.

Malin, Bergquist & Company, LLP

Erie, Pennsylvania
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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<tr>
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For Office Use Only:

20141231093352772
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICE CONTRACT FOR MUNICIPAL PUBLIC DEFENDER SERVICES FOR THE YEAR 2015

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

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

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal Clerk of a professional service agreement with Clifford J. Weininger, Esq., of the firm Clifford J. Weininger, Attorney at Law, 94 Diamond Spring Road, Denville, New Jersey 07834 as Municipal Public Defender for the year 2015.

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

3. This resolution shall take effect as provided herein.

4. A notice of this action shall be printed once in the Citizen of Morris County as required by law.
Kathryn M. Bowditch, RMC
Municipal Clerk

Certification Dated: 
BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk
AGREEMENT

THIS AGREEMENT, made this day of , 2015, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WITNESSETH:

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide municipal court public defender services as outlined in the firm’s proposal dated December 17, 2014, attached hereto as Exhibit “A”, to the extent that it is consistent with this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

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

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

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

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

ATTEST: TOWNSHIP OF DENVILLE

Kathryn M. Bowditch, Clerk ________________________________ Thomas W. Andes, Mayor

ATTEST:

______________________________ Clifford J. Weininger, Esq.

By: ________________________________
STATE OF NEW JERSEY:
COUNTY OF MORRIS:

I CERTIFY that on , 2015, KATHRYN M. BOWDITCH 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 , 2015.

Kathryn M. Bowditch, Municipal Clerk

(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on , 2015, Clifford J. Weininger, Esq. 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
After discussing this matter with the Mayor and Chief Finance Officer Mike Guarino, we would like to present a revised offer to you of $15,000 to serve as Denville’s Public Defender in 2015. The $15,000 would be a flat rate for the entire year regardless of the number of sessions. However, we would be willing to assist to try to consolidate the number of sessions the public defender would be required to attend during a given month. We certainly recognize that this is a prerogative of the Court; but if we can help to mediate this issue on your behalf, please let us know and we would be pleased to do so.

We hope you will find the above offer acceptable as we truly value your service to the Township.

Sincerely,

Steven Ward
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
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For Office Use Only:
20941122110617834
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES
CONTRACT FOR BOND COUNSEL SERVICES FOR THE YEAR 2015

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

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

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

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

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

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

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

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

1. The Municipal Council hereby authorizes execution by the Mayor and Municipal
   Clerk of a professional service agreement with the firm McManimon, Scotland &
   Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068 as Bond
   Counsel for the year 2015.

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
I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.

Kathryn M. Bowditch, RMC
Municipal Clerk

Certification Dated: ____________________________

Kathryn M. Bowditch, RMC
Municipal Clerk

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville, do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council of the Township of Denville at their Reorganization meeting held on January 6, 2015.
AGREEMENT

THIS AGREEMENT, made this day of , 2015, by and between:

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

(Hereinafter, "Township")

and:

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

(Hereinafter, "Firm")

WITNESSETH:

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

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

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

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:
1. The Firm agrees to provide professional bond counsel services as outlined in the firm's proposal dated December 31, 2014, attached hereto as Exhibit "A", to the extent that it is consistent with this Agreement. Paragraph 2 of Section II of Exhibit A is specifically deleted and not a part of this Agreement.

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

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

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

   Professional Liability: $1,000,000 per occurrence

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

6. The term of this agreement shall be for one year unless sooner terminated by either party upon 90 days' prior written notice.
7. A copy of the Firm's New Jersey Business Registration Certificate is attached hereto as Exhibit C.

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

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

ATTEST:  

TOWNSHIP OF DENVILLE

By: ____________________________  

Thomas W. Andes, Mayor

Kathryn M. Bowditch, Clerk

ATTEST:  

MCMANIMON, SCOTLAND AND BAUMANN, LLC

By: ____________________________
I CERTIFY that on ____________, 2015, KATHRYN M. BOWDITCH 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 ____________, 2015.

__________________________
(Notary sign, seal, stamp)

STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on ____________, 2015, __________________ 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
AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ___ day of __________, 20__ by and between the TOWNSHIP OF DENVILLE, in the County of Morris, a body politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, 07068 hereinafter designated as "Counsel":

WITNESSETH:

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

I. Public Finance

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

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

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

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

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

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

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

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

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

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of $.50 per thousand dollars of notes issued up to $15,000,000 of notes issued and $.40 per $1,000 of notes in excess of $15,000,000 but not less than $800. If more than one series of notes are issued, there will be an additional charge of $500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of $250.
E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of $1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of $5,000 for each refunded issue.

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

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

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

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

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the “Redevelopment Projects”), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions (“Environmental Services”), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters (“Litigation Services”) or (iv) any other legal services, such services shall be billed as follows:
2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of $325 for attorneys and $180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

3. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., or the Revenue Allocation District Financing Act, N.J.S.A. 52:27D-459 et seq., will be billed in accordance with the fee schedule set forth in paragraph I(2)(D) through (G).

III. General Provisions

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

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

3. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the “Act”) (42 USC §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.
5. The primary contact attorney for services performed pursuant to this Agreement shall be Edward J. McManimon, III.

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

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

POLITICAL CONTRIBUTION DISCLOSURE

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

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

TOWNSHIP OF DENVILLE

ATTEST:

By: ________________________________

McMANIMON, SCOTLAND & BAUMANN, LLC

By: ________________________________

John V. Cavaliere
EXHIBIT B

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.
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For Office Use Only:
20120612130427999
2015 TEMPORARY BUDGET
TOWNSHIP OF DENVILLE
RESOLUTION FOR MEETING OF JANUARY 6, 2015

WHEREAS, N. J. S. A. 40A: 4-19 Local Budget Act, provides that, where any contracts, commitments or payments are to be made prior to the final adoption of the 2015 Budget, temporary appropriations should be made for the purposes and amounts required in the manner and time therein provided; and

WHEREAS, the total appropriations in the 2014 Budget, less appropriations made for Capital Improvement Fund, Debt Service and Public Assistance is the sum of $ 19,207,541.00 for the Current Fund; $ 3,279,681.00 for the Water Utility Operating Fund; and $2,639,710.00 for the Sewer Utility Operating Fund; and

WHEREAS, 26.25% of the total appropriations in the 2014 Budget, less appropriations for Capital Improvement Fund, Debt Service and Public Assistance in the said 2014 Budget is the sum of $ 5,041,980.00 for the Current Fund; $ 860,916.00 for the Water Utility Operating Fund; and $ 692,924.00 the Sewer Utility Operating Fund.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Denville, in the County of Morris and the State of New Jersey, that the following Temporary Appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for his records as listed:

CURRENT FUND
OPERATIONS WITHIN "CAPS":

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WATER UTILITY OPERATING FUND

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CAPITAL IMPROVEMENTS:

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DEBT SERVICE:

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STATUTORY EXPENDITURES:

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>05-201-55-530</td>
<td>CONTRIBUTIONS TO PUBLIC EMPLOYEES RETIREMENT SYSTEM</td>
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<tr>
<td>05-201-55-531</td>
<td>CONTRIBUTIONS TO SOCIAL SECURITY SYSTEM (O.A.S.I.)</td>
<td>40,916</td>
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</table>

**TOTAL WATER UTILITY OPERATING FUND** | **860,916**
### SEWER UTILITY OPERATING FUND

<table>
<thead>
<tr>
<th>Account Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>07-201-55-700/7</td>
<td>OPERATING EXPENDITURES</td>
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<tr>
<td></td>
<td>SALARIES AND WAGES</td>
<td>200,000</td>
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<td>OTHER EXPENSES</td>
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<td>07-201-55-705</td>
<td>RVRSA/PARSIPPANY CONTRIBUTIONS (R.S. 40:14A)</td>
<td>220,000</td>
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<td>07-201-55-706</td>
<td>GROUP INSURANCE FOR EMPLOYEES</td>
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<td>SUBTOTAL SEWER OPERATIONS</td>
<td>670,000</td>
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<td>CAPITAL IMPROVEMENTS:</td>
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<tr>
<td>07-201-55-715</td>
<td>CAPITAL IMPROVEMENT FUND</td>
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<tr>
<td>07-201-55-716</td>
<td>CAPITAL OUTLAY</td>
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<td>TOTAL CAPITAL IMPROVEMENTS</td>
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<td>DEBT SERVICE:</td>
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<tr>
<td>07-201-55-720</td>
<td>PAY'T OF BOND PRINCIPAL</td>
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<td>07-201-55-722</td>
<td>INTEREST ON BONDS</td>
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<tr>
<td>07-201-55-724</td>
<td>WASTEWATER TRUST-PRINCIPAL AND INTEREST</td>
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<td>MORRIS COUNTY MCI A LOAN PRINCIPAL &amp; INTEREST</td>
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<tr>
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<td>TOTAL DEBT SERVICE</td>
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<td>STATUTORY EXPENDITURES:</td>
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<td>07-201-55-730</td>
<td>CONTRIBUTIONS TO SOCIAL SECURITY SYSTEM (O.A.S.I.)</td>
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<td>07-201-55-731</td>
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<td>RETIREMENT SYSTEM</td>
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<td>TOTAL SEWER UTILITY OPERATING FUND</td>
<td>892,924</td>
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RESOLUTION REAPPOINTING KATHLEEN SCOLLANS
AS REGISTRAR OF VITAL STATISTICS

BE IT RESOLVED by the Municipal Council of the Township of Denville, County of Morris and State of New Jersey, that Kathleen Scollans is hereby re-appointed as the Registrar of Vital Statistics for a term of three years from January 1, 2015 through December 31, 2017; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be immediately provided to the State Department of Health and Senior Services; and

BE IT FURTHER RESOLVED that this Resolution shall take effect thirty days from the filing of a Certified Copy of this Resolution with the State Department of Health and Senior Services, unless the appointment is sooner approved in writing by the State Department of Health and Senior Services.

BY ORDER OF THE MUNICIPAL COUNCIL
OF THE TOWNSHIP OF DENVILLE

I, Kathryn M. Bowditch, Municipal Clerk of the Township of Denville do hereby certify the above to be a true and exact copy of a resolution adopted by the Municipal Council at their Reorganization meeting held on January 6, 2015.

Certification Dated: ___________________________  Kathryn M. Bowditch, RMC
Municipal Clerk