TOWNSHIP OF MAHWAH
REORGANIZATION MEETING AGENDA
MONDAY, JANUARY 5, 2026

Richard J. Martel Municipal Center - Council Chambers **7:00PM**
475 Corporate Drive, Mahwah, NJ 07430

COUNCIL PRESIDENT'S STATEMENT and SALUTE TO THE FLAG

MOMENT OF SILENCE FOR VETERANS AND THOSE SERVING IN THE MILITARY

ROLL CALL: _____ Ariemma; _____ Donigian; ____ Ferguson; _____ May; _____ Paz; ____ Wong

COUNCIL PRESIDENT:

- Nomination of Council President
- Resolution #001-26; Appointment of Council President
- Swearing In; Council President

COUNCIL VICE PRESIDENT:

- Nomination of Council Vice President
- Resolution #002-26; Appointment of Council Vice President
- Swearing In; Council Vice President

RESOLUTIONS

#003-26	Appointments of Council Liaisons; Access For All Commission, Beautification Committee, Board of Education, Board of Health, Environmental Commission, Film, Arts and Music Committee, Historic Preservation Commission, Library Board of Trustees, Mahwah Chamber of Commerce, Mahwah Community News, Planning Board, Pool Advisory Committee and Senior Citizens Advisory Board
#004-26	Council Ad-Hoc Committees; Condominium & Home Owners Association, Ordinance/Codification, Solid Waste and Transportation
#005-26	Zoning Board of Adjustment;
#006-26	Auditor, Lerch, Vince and Bliss LLP

Mayoral Appointments

#007-26	Municipal Housing Liaison
#008-26	Boards and Commissions; Board of Health, Environmental Commission, Planning Board and Senior Citizens Advisory Board
#009-26	Boards and Commissions – Council Consents/Confirms; Access For All In Mahwah Commission, Beautification Committee, Film, Arts and Music Committee, Library Board of Trustees, Mahwah Community News, and Recreation Committee
#010-26	Municipal Stormwater Coordinator

Professional Service Agreements

#011-26	Affordable Housing Attorney
#012-26	Water/Sewer Utility Attorney
#013-26	Municipal Sanitary Sewer and Water Utility System Engineer
#014-26	Insurance Agent/Risk Manager
#015-26	Township Attorney
#016-26	Labor/Employment Counsel
#017-26	Healthcare/Medical Insurance Counsel
#018-26	Bond Counsel
#019-26	Township Planner
#020-26	Township Real Estate Tax Appeal Counsel
#021-26	Special Counsel; Ongoing Litigation
#022-26	Real Estate Tax Appeal Appraiser Consultant
#023-26	Financial Services Advisor
#024-26	Co-Public Defender; Curt J. Geisler. Esq.
#025-26	Co-Public Defender; Robert P. Zisgen, Esq.
#026-26	Prosecutor
#027-26	Grant Writer
#028-26	Township Wireless Telecommunications Consultant
#029-26	Public Agency Compliance Officer (PACO)/Affirmative Action
#030-26	Interest Rate of Delinquent Taxes, Water/Sewer and Sewer Assessment
#031-26	Cash Management Plan
#032-26	Order of Business (Work Session/Public Meetings)
#033-26	Official Newspaper
#034-26	Public Notice Charges and Exemption to Newspapers
#035-26	Bergen County Community Development Block Grant (CDBG) Signatory
#036-26	Tax Sale Authorization
#037-26	Cancellation of Small Balances
#038-26	Waiver of Municipal Fees; Township Fire Department, Mahwah Emergency Medical Services (MEMS), Office of Emergency Management (OEM) and CERT Personnel
#039-26	Volunteer Tuition Credit Program
#040-26	Authorization to Utilize Various NJ State Contracts
#041-26	Authorization to Utilize the County of Bergen Purchasing Division Registered Cooperative Pricing System (BCCPS)
#042-26	Authorization to Utilize National Association of State Procurement Officials (NASPO) Value Point Cooperative Purchasing Organization
#043-26	Authorization to Utilize Educational Services Commission of New Jersey Cooperative Pricing System (ESCNJ)
#044-26	Authorization to Utilize Houston Galveston Area Council (HGAC) Cooperative Purchasing Program
#045-26	Authorization; Participate in The Interlocal Purchasing System (TIPS)
#046-26	Authorization; Utilize Cranford Police Cooperative Pricing System (#47-CPCPS)
#047-26	Authorization; Utilize Sourcewell National Contracts
#048-26	Authorization; Utilize General Service Administration (GSA) Contracts; Schedules 70, 84 and 1122
#049-26	Authorization to Join OMNIA Partners Cooperative Purchasing Organization
#050-26	Authorization to Participate in Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program; Calendar Year 2025

#051-26	Authorization; Electronic Fund Transfers; Proact Inc.
#052-26	Authorization; Qualified Purchasing Agent to Sign Purchase Orders, Emergency Requests, Sub-Account Transfers and award of Pay-to-Play contracts over $17,500 but under $53,000
#053-26	Award of Contract; Administrative Agent; Affordable Housing
#054-26	Award of Contract; Affordable Housing Rehabilitation Program Administrator
#055-26	Award of Contract; Administrative Agent; Affordable Housing; Norfolk Village
#056-26	Award of Contract; Administrative Agent; Affordable Housing; Scattered Units
#057-26	Check Signatures
#058-26	Appointment; JIF Fund Commissioner
#059-26	Adoption; Notice of Tort Claim Form
#060-26	Authorization to Utilize Hunterdon County Educational Services Commission (HCESC) of New Jersey Cooperative Pricing System Contracts
#061-26	Township Redevelopment Attorney
#062-26	Authorization; Utilize North Jersey Wastewater Cooperative Pricing System (NJWCPS)
#063-26	Authorization, ACH Electronic Payment Services; Tax Department; Freedom Bank
#064-26	Authorization; ACH Electronic Payment Services; Water/Sewer Department; Freedom Bank
#065-26	Alternate Public Defender; Louis D. DeAngelis, Esq.

NEW BUSINESS

PUBLIC PORTION

- **Prior to speaking, each Speaker shall provide their Name and Address. However, if you are a Township resident who has been verified by the Office of Information Privacy as a covered person under Daniel's Law, do not provide your address.**
- **Mahwah Residents shall speak first**
- **In this Public Portion, Speakers may speak about any topic**
- **Speaker must direct questions or comments to the Council President**
- **There will be no back and forth dialogue between the Speaker and Representatives on the dais**
- **When the Speaker is finished with statement or questions, the Council will respond as appropriate**
- **Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker**
- **This Public Portion shall be a maximum of 30 minutes**
- **Speakers may only speak once during each Public Portion**

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #001-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that is hereby appointed Council President of the Township Council from January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Council President and Chief Finance Officer.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #002-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that is hereby appointed Council Vice President of the Township Council from January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Council President and Chief Finance Officer.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #003-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that the following as appointed as Council Liaisons to the respective Boards or Commissions for the Period of January 1, 2026 to December 31, 2026.

Board/Commission	Council Member
Access For All Commission	Michelle Paz
Beautification Committee	Ward Donigian
Board of Education	Robert M. Ferguson III
Board of Health	George Ervin
Environmental Commission	Janet Ariemma
Film, Arts and Music Committee	Michelle Paz
Historic Preservation Commission	Ward Donigian
Library Board of Trustees	Robert M. Ferguson III
Mahwah Chamber of Commerce	David May
Mahwah Community News	David May
Planning Board – Class III Member	George Ervin
Senior Citizens Advisory Board	Michelle Paz

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #004-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that the Council Members are appointed to the Ad-Hoc Committee named for the Period of January 1, 2026 to December 31, 2026.

Ad-Hoc Committee	Council Members
Condominium & Home Owners Associations	Rob Ferguson, Jonathan Wong, David May
Ordinance/Codification	George Ervin, Rob Ferguson, Jonathan Wong
Solid Waste	David May, Michelle Paz, Rob Ferguson
Transportation	Janet Ariemma, Michelle Paz, Ward Donigian

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #005-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED by the Township Council of the Township of Mahwah hereby appoints the following:

Position	Individual	Term
Member Class IV	Richard Cannava	January 1, 2026-December 31, 2029
Member Class IV	Jon Paul Molfetta	January 1, 2026-December 31, 2029
Member Class IV	William Taylor	January 1, 2026-December 31, 2029
Alternate I	Christian Kasparian	January 1, 2026-December 31, 2027

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #006-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Auditing Services as a non-fair and open contract pursuant to the provisions of the N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Lerch, Vinci, & Higgins, LLP 17-17 Route 208, Fair Lawn, NJ 07410, (the "Professional"), and is desirous of awarding a Professional Services Contract to Lerch, Vinci, & Higgins, LLP for Auditing Services for the period of January 1, 2026 through December 31, 2026 and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500; and

WHEREAS, Lerch, Vinci, & Higgins, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that Lerch, Vinci, & Higgins, LLP has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a certification as to Availability of Funds in Accounts 1-201-20-135-219 ($24,000.00) 05-201-58-505-219 ($15,500.00), 07-201-58-505-219 ($15,500.00), 11-201-58-505-219 ($10,000.00), and 01-201-20-135-219 ($15,000);

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract in an amount not-to-exceed $80,000.00 be and is hereby awarded to Lerch, Vinci, & Higgins, LLP 17-17 Route 208, Fair Lawn, NJ 07410, for Auditing Services for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that the annual retainer shall not exceed the contract amount of $80,000.00 without the further authorization of the Governing Body; and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11.5 et seq. because the practice of Professional Auditing Services is regulated by law and because it has been determined that the personnel of Lerch, Vinci, & Higgins, LLP are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk and will forward a copy of this resolution the Business Administrator, CMFO, Township Attorney, and Lerch, Vinci, & Higgins, LLP 17-17 Route 208, Fair Lawn, NJ 07410.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

_____
Carolyn George, RMC
Municipal Clerk

_____
Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

LERCH, VINCI & BLISS, LLP
CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
JULIUS B. CONSONI, CPA, PSA
ANDREW D. PARENTE, CPA, RMA, PSA
ELIZABETH A. SHICK, CPA, RMA, PSA
ROBERT W. HAAG, CPA, RMA, PSA

DEBRA GOLLE, CPA
MARK SACO, CPA
ROBERT LERCH, CPA, PSA
CHRISTOPHER M. VINCI, CPA, PSA
CHRISTINA CUIFFO, CPA, PSA
JOHN CUIFFO, CPA, PSA

October 24, 2025

Honorable Mayor and Members
Of the Township Council
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Proposal for the Professional Service Contract – Township of Mahwah – Township Auditor, January 1, 2026 – December 31, 2026.

Dear Governing Body:

We are pleased to confirm our understanding of the services we are to provide to the Township of Mahwah (the "Township") for the year ending December 31, 2026.

Audit Scope and Objectives

We will audit the financial statements of all funds and the general fixed assets account group, including disclosures, which collectively comprise the entity's financial statements, of the Township of Mahwah as of and for the year ending December 31, 2026.

We have also been engaged to report on supplementary information that accompanies the Township of Mahwah'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 financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America ("GAAS") and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedules of expenditures of federal awards and state financial assistance
- Other Supplementary Schedules

17-17 ROUTE 208 FAIR LAWN, NJ 07410 • TELEPHONE (201) 791-7100 • FACIMILE (201) 791-3035
WWW.LVBCPA.COM

Audit Scope and Objectives (continued)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Supporting Data
- Comments and Recommendations

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the Division of Local Government Services, Department of Community Affairs, State of New Jersey (the "Division"), and report on the fairness of the supplementary information referred to previously when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guaranteed that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provision of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and New Jersey Circular 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.*

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; 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; the provisions of the Uniform Guidance and New Jersey Circular 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance and New Jersey Circular 15-08, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, *Government Auditing Standards* and procedures required by the Division, we exercise professional judgement and maintain professional skepticism throughout the audit.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (continued)

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable 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 government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or 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 an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS 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. 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.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about whether the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We are required to notify you of significant risks of material misstatement identified as part of our audit planning. As a result of the audit planning not being undertaken for this audit as of the date of this engagement letter, we will provide you with the significant risks of material misstatement, if any, in writing upon the completion of audit planning.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. 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 that 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 U.S. Uniform Guidance and New Jersey Circular 15-08, 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 U.S. Uniform Guidance and New Jersey Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. 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*, U.S. Uniform Guidance, and New Jersey Circular 15-08.

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 Mahwah'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*.

Audit Procedures—Compliance (continued)

U.S. Uniform Guidance and New Jersey Circular 15-08 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *U.S. OMB Compliance Supplement* and *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Township of Mahwah's major programs. For federal and state programs that are included in the U.S. Office of Management and Budget (OMB) Compliance Supplement and the New Jersey OMB Circular 15-08 State Aid/Grant Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the U.S. Office of Management and Budget (OMB) Compliance Supplement and the New Jersey OMB Circular 15-08 State Aid/Grant Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Township of Mahwah's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

Other Services

We will also assist in preparing the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes of the Township of Mahwah in conformity with the regulatory basis of accounting as prescribed by the Division and U.S. Uniform Guidance and New Jersey Circular 15-08 based on information provided by you. Additionally, if requested, we will assist in the preparation of the Unaudited Annual Financial Statement, review and certification of the Municipal Budget, review of the Length of Service Awards Program (LOSAP) and preparation of the Supplemental and Annual Debt Statements. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, related notes, preparation of the Unaudited Annual Financial Statement, review and certification of the Municipal Budget, and preparation of the Supplemental and Annual Debt Statements as previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, 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 that 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; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with the regulatory basis of accounting as prescribed by the Division; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the regulatory basis of accounting as prescribed by the Division. Those disclosures will include (1) a description of the regulatory basis of accounting as prescribed by the Division, including a summary of significant accounting policies, and how the regulatory basis of accounting as prescribed by the Division 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.

You are also responsible for making drafts of financial statements, schedules of expenditures of federal awards and statement financial assistance, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under U.S. Uniform Guidance and New Jersey Circular 15-08, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedules of expenditures of federal awards and state financial assistance; federal award and state financial assistance programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Responsibilities of Management for the Financial Statements and Single Audit (continued)

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management 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 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 government 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 provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by U.S. Uniform Guidance and New Jersey Circular 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be available for our review at the commencement of the audit field work.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues) in conformity with U.S. Uniform Guidance and New Jersey Circular 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (3) that 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 awards and state financial assistance.

Responsibilities of Management for the Financial Statements and Single Audit (continued)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the regulatory basis of accounting as prescribed 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. 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 the regulatory basis of accounting as prescribed by the Division; (2) you believe the supplementary information, including their form and content, are fairly presented in accordance with the regulatory basis of accounting as prescribed 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 and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and 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 the timing and format providing for that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditors report, or reference to Lerch, Vinci & Bliss, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with the exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Lerch, Vinci & Bliss, LLP is not involved, you agree to clearly indicate in the exempt offering document that Lerch, Vinci & Bliss, LLP is not involved with the contents of such offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, 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.

Responsibilities of Management for the Financial Statements and Single Audit (continued)

You agree to assume all management responsibilities for the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes and any other non-audit services we provide, including, if requested, the preparation of the Unaudited Annual Financial Statement, review and certification of the Municipal Budget, review of the Length of Service Awards Program (LOSAP) and preparation of the Supplemental and Annual Debt Statements, and any other nonaudit (non-attest) services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, journal entries other than proposed audit entries, schedules of expenditures of federal awards and state financial assistance, and related notes that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, 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.

MSRB Municipal Advisor Rule

The Securities and Exchange Commission (the "SEC") adopted a rule requiring "municipal advisors" to register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues." Lerch, Vinci & Bliss LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Lerch, Vinci & Bliss LLP cannot provide the Township of Mahwah with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Township of Mahwah may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Township and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Township needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Township's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. Obtain a written representation from the Township that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Township may be a declaration posted on the Township's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;

MSRB Municipal Advisor Rule (continued)

2. Provide written disclosure to the Township and its independent registered municipal advisor that, by obtaining such representation from the Township, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and

3. Provide the written disclosure described above at a time and in a manner reasonably designed to allow the Township to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Township has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Township of Mahwah has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Engagement Administration, Fees, and Other

We understand that your employees will assist our personnel in locating any documents selected by us for testing.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarizes our findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's 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 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

Engagement Administration, Fees, and Other (continued)

The audit documentation for this engagement is the property of Lerch, Vinci & Bliss 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 the New Jersey State Department of Community Affairs 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 Lerch, Vinci & Bliss 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 New Jersey State Department of Community Affairs. 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 for guidance prior to destroying the audit documentation.

Our fee for the above described services rendered on behalf of the Township of Mahwah is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances 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. Additionally, the Township will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the Township's bank balances in accordance with generally accepted auditing standards. Our invoices for this fee will be rendered each month as work progresses and are payable upon presentation. Our fee for the year ended December 31, 2026 will be as follows:

Annual Audit	$66,500
LOSAP Review	2,500
	$69,000
Supplemental Debt Statements	$500 each ordinance

Engagement Administration, Fees, and Other (continued)

The above fee includes the preparation of a review report of the Length of Service Awards Program (LOSAP) Trust Fund which will not be subjected to the audit procedures applied in the audit of the financial statements:

Also, should the Township request accounting support services in connection with the sale of bonds or notes, our fee for these services in connection with the preparation of an official statement will be $20,000 for the sale of bonds or $10,000 for the sale of Bond Anticipation Notes. In addition, our fee for preparing Secondary Market Disclosure documents is $1,500.

Lerch, Vinci & Bliss LLP will not act as dissemination agent for the Township in connection with the Township's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Township's audited financial statements to the Township or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of operating data, customarily consisting of the operating and financial information contained in Appendix A to an Official Statement, and distribution of the operating data to the Township or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Township, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Lerch, Vinci & Bliss LLP shall not have any responsibility nor liability for the failure of the Township, or its designated dissemination agent, to comply with the Township's secondary market disclosure undertakings.

Additional fees at our standard hourly billing rates may be charged for the utilization of the State-mandated Financial Automation Submission Tracking ("FAST") system for statutory documents required by the Division of Local Government Services. Should the Township request accounting support services to be rendered outside the scope of audit services reflected herein, such services would be billed at our standard hourly rates or an agreed-upon fixed fee. The Township will be notified of such agreed-upon fixed fee engagements prior to the commencement of the work.

Any matters performed on behalf of the Township not covered under this engagement letter will be billed out based on our standard billing rates.

Our standard billing rates for 2026 are as follows:

Partners	$160- $190 per hour
Managers	$135- $150 per hour
Senior Accountants/Supervisors	$100 - $125 per hour
Staff Accountants	$ 80 - $ 95 per hour
Other Personnel	$ 50 per hour

Reporting

We will issue written reports upon completion of the audit of the Township of Mahwah's financial statements. Our reports will be addressed to the Governing Body of the Township of Mahwah. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to 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) 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 Uniform Guidance and New Jersey Circular 15-08 report on internal control over compliance will state 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 Uniform Guidance and New Jersey Circular 15-08. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards requires 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 September 30, 2024peer review report accompanies this letter.

The parties to this Agreement agree to incorporate into this Agreement the mandatory language of N.J.S.A. 10:5-31 et seq. (N.J.A.C. 17:27), a copy of which is attached hereto as Exhibit "A".

Political Contribution Disclosure

This agreement has been awarded to Lerch, Vinci & Bliss, LLP based on the merits and abilities of Lerch, Vinci & Bliss, LLP to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to NJSA 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Lerch, Vinci & Bliss, LLP, 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 NJSA 19:44A-8 or 19:44A016, 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.

We appreciate the opportunity to be of service to the Township of Mahwah 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.

Very truly yours,

Lerch, Vinci & Bliss, LLP

LERCH, VINCI & BLISS, LLP
Certified Public Accountants
Registered Municipal Accountants

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

By: _____

Title: _____

Date: _____

SUPLEE, CLOONEY & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

308 East Broad Street, Westfield, New Jersey 07090-2122

Telephone 908-789-9300 Fax 908-789-8536

E-mail info@scnco.com

Report on the Firm's System of Quality Control

June 23, 2025

To the Partners of Lerch,Vinci & Bliss,LLP and the Peer Review Committee of the New Jersey Society CPAs,

We have reviewed the system of quality control for the accounting and auditing practice of Lerch,Vinci & Bliss,LLP (the firm)in effect for the year ended September 30,2024. 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 (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagements performed under *Government Auditing Standards, including compliance audits under the Single Audit Act.*

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lerch,Vinci & Bliss,LLP.in effect for the year ended September 30,2024, 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.* Lerch,Vinci & Bliss,LLP received a peer review rating of *pass.*

Suplee, Clooney & Company LLC

BUSINESS ENTITY DISCLOSURE CERTIFICATION **ORIGINAL**
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Lerch, Vinci & Bliss, LLP located at 17-17 Route 208, Fair Lawn, NJ 07410 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☒ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Dieter P. Lerch	[redacted]
Gary J. Vinci	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Lerch, Vinci & Bliss, LLP
Signature of Affiant: Gary J. Vinci Title: Partner
Printed Name of Affiant: Gary J. Vinci Date: 11/21/25

Subscribed and sworn before me this 21 day of November, 2025
My Commission expires: September 29, 2027
Donna D. Todd, Notary Public

Gary J. Vinci (Affiant)
Gary J. Vinci, Partner
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

DONNA D TODD
Notary Public State of New Jersey
Comm. # 50203389
My Commission Expires 9/29/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Provident Protection Plus Incorporated 96 US Highway 206 PO Box 4 Augusta NJ 07822	CONTACT NAME: Lauren Faber PHONE (A/C, No, Ext): (973) 579-6776 FAX (A/C, No): (973) 579-0111 E-MAIL ADDRESS: Lauren.Faber@providentprotectionplus.com
INSURED Lerch, Vinci & Higgins, LLP, DBA Lerch, Vinci & Bliss LLP; LVH 17-17 State Route 208 Fairlawn NJ 07410	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Citizens Insurance Company of America 31534 INSURER B : The Hanover Insurance Company 22292 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		[redacted]	01/04/2025	01/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Damages to premises	$ 2,000,000 $ $ 10,000 $ Included $ 4,000,000 $ Included $ 300,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	01/04/2025	01/04/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			[redacted]	01/04/2025	01/04/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	01/04/2025	01/04/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Errors and Omissions			[redacted]	12/31/2024	12/31/2026	Professional Liability Regulatory Proceedings Crisis event coverage	$1,000,000 $25,000 $30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Township of Mahwah is included as an Additional Insured to the above captioned General Liability Policy provided a written contract exists requiring such a status. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage.

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lauren Faber

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0558535 FOR LERCH VINCI & HIGGINS LLP IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Lerch, Vinci, & Higgins, LLP

2 Business name/disregarded entity name, if different from above.

Lerch, Vinci, & BLISS, LLP

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☒ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

17-17 Route 208 N

Requester's name and address (optional)

6 City, state, and ZIP code

Fair Lawn, NJ 07410

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: [ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number: [redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person [signature] | Date 1-6-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND GARY J. VINCI, OF LERCH, VINCI, & HIGGINS, LLP – 2026 TOWNSHIP AUDITOR

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Gary J. Vinci, CPA, of Lerch, Vinci, & Higgins, LLP located at 17-17 Route 208, Fair Lawn, NJ 07410 (the "Township Auditor").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4 Gary J. Vinci, CPA, of Lerch, Vinci & Higgins, LLP located at 17-17 Route 208, Fair Lawn, NJ 07410, has been appointed Township Auditor of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Gary J. Vinci, of Lerch, Vinci, & Higgins, LLP, shall perform services required by his appointment as Township Auditor to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Auditor agrees to accept compensation the sum as set forth in the attached Exhibit "D," proposal dated October 21, 2025.

3. Payment shall be made by the Township upon the submission by Township Auditor of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services, and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Gary J. Vinci and professionals within with firm. Township Auditor is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Auditor shall save the Township harmless from any and all claims that may be filed

either in equity or law arising from the performance of this Agreement, for work performed by Township Auditor, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Auditing is regulated by law and because Township Auditor represents that the firm's employees are authorized to practice professional Auditor services.

7. This Agreement has been awarded to Township Auditor based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Auditor does hereby attest that Township Auditor, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Auditor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Auditor receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Auditor's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Auditor shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Auditor has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties.

Any changes to this contract must be in writing and signed by both parties.

13. Township Auditor shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Auditor agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Gary J. Vinci, CPA, Lerch, Vinci, & Higgins, LLP

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #007 -26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

2026 MUNICIPAL HOUSING LIAISON
TOWNSHIP OF MAHWAH

WHEREAS, pursuant to P.L. 2024, c.2, Township of Mahwah is required to appoint a Municipal Housing Liaison for the oversight of administration of the Township of Mahwah's affordable housing program to enforce the requirements of the law and N.J.A.C. 5:80-26.1 et. seq.; and

WHEREAS, Township of Mahwah has amended Chapter 24 entitled Zoning to provide for the appointment of a Municipal Housing Liaison to administer the Township of Mahwah's affordable housing program,

NOW THEREFORE BE IT RESOLVED, by the Governing Body of Township of Mahwah in the County of Bergen, and the State of New Jersey that Mr. David May is hereby appointed by the Governing Body of the Township of Mahwah as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Sections 24-8.2 t. of Township of Mahwah's Zoning Code.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #008-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED that the Mayor hereby appoints the following individuals to the following Boards and Commissions:

Board or Commission	Individual	Term
Board of Health	Susan Sawchuk	January 1, 2026-December 31, 2029
Environmental Commission	Richard Wolf	January 1, 2026-December 31, 2028
	Miles Luo	January 1, 2026-December 31, 2028
	Vicky Galow	January 1, 2026-December 31, 2028
	Frank Pallotta	January 1, 2026-December 31, 2028
Historic Preservation	Peter Bonjuklian, Class C	January 1, 2026-December 31, 2028 filling unexpired term of T. Heller
Planning Board	Victoria Galow, Class IV	January 1, 2026-December 31, 2029
	Tracy Miceli, Class IV	January 1, 2026-December 31, 2029
	Gary Montroy, Alternate I filling unexpired term of T. Miceli	January 1, 2026-December 31, 2026
	Charles Reinhartsen, Alternate II	January 1, 2026-December 31, 2027
Senior Advisory Board	Michael Gallo	January 1, 2026-December 31, 2027
	Patricia Norman-Dorshimer	January 1, 2026-December 31, 2027
	Kathleen Missionelli	January 1, 2026-December 31, 2027
	Karen Colon-Riser	January 1, 2026-December 31, 2027

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #009-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED that the Township Council of the Township of Mahwah hereby consents/confirms to the following Mayoral Appointments:

Board or Commission	Appointee	Term
Access For All In Mahwah Commission	Christine Ervin	January 1, 2026-December 31, 2028
	Cory Sigler	January 1, 2026-December 31, 2028
	John Ryan	January 1, 2026-December 31, 2028
Film, Arts and Music Committee	Steven Greco	January 1, 2026-December 31, 2027
	Paul Kezmarsky	January 1, 2026-December 31, 2027
	Dave Tarzian	January 1, 2026-December 31, 2027
Library Board of Trustees	Zoe Cassotis	January 1, 2026-December 31, 2030
	Joshua Sussman	January 1, 2026-December 31, 2030
Mahwah Community News	Tim Miller	January 1, 2025-December 31, 2028
	Michelle Paz	January 1, 2025-December 31, 2028
Recreation Committee	Gerry Tracey	January 1, 2026-December 31, 2029
	David May	January 1, 2026-December 31, 2029

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #010-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

RESOLUTION APPOINTING MUNICIPAL STORMWATER COORDINATOR

WHEREAS, there is a need to appoint a Municipal Stormwater Coordinator for the Township of Mahwah; and

WHEREAS, the Municipal Stormwater Management Plan (MSWMP) documents the strategy for the Township of Mahwah to address stormwater-related impacts; and

WHEREAS, the creation of this plan is required by N.J.A.C. 7:14A-25 Municipal Stormwater Regulations; and

WHEREAS, Glenn Dowson, a current Employee of the Department of Public Works will be assuming the responsibilities as the Township of Mahwah's Municipal Stormwater Coordinator for the Township beginning January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Mahwah that Glenn Dowson shall serve as Municipal Stormwater Coordinator for the Township.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #011-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Michael J. Edwards, Esq., of Surenian, Edwards, Buzak & Nolan LLC, as Township Affordable Housing Attorney for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Michael J. Edwards, Esq., of Surenian, Edwards, Buzak & Nolan LLC and is desirous of awarding a professional services contract to Michael J. Edwards, Esq., as Township Affordable Housing Attorney for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Michael J. Edwards, Esq., has completed and submitted a Business Entity Disclosure Certification which certifies that Surenian, Edwards, Buzak & Nolan LLC has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account -01-201-20-155-219 (Miscellaneous Legal/Litigation);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Michael J. Edwards, Esq., of Surenian, Edwards, Buzak & Nolan LLC, as 2026 Township Affordable Housing Attorney; and

BE IT FURTHER RESOLVED, that a contract be and is hereby awarded to Michael J. Edwards, Esq., of Surenian, Edwards, Buzak & Nolan LLC for Legal Services as Township Affordable Housing Attorney for the period of January 1, 2026 through December 31, 2026 for an amount not to exceed $300,000.00 per year to be billed at an hourly rate of $230.00 for Partners, $190.00 for Associates, and $90.00 for Paralegals, plus disbursements; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of Surenian, Edwards, Buzak & Nolan LLC are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $300,000.00 per year, for services to be billed at an hourly rate of $230.00 for Partners, $190.00 for Associates, and $90.00 for Paralegals, plus disbursements, without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in a form to be approved by the Municipal Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator, CMFO, QPA, Assistant to the Business Administrator, and Surenian, Edwards, Buzak & Nolan LLC, 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲
Email - JRS@Surenian.com

Michael J. Edwards, Esq. ►
Email - MJE@Surenian.com

Edward J. Buzak, Esq. ▼
Email - EJB@Surenian.com

Erik C. Nolan, Esq.
Email - EN@Surenian.com

Of Counsel:
Michael C. Borneo, Esq. ◄
Email - MCB@Surenian.com

Also admitted:
◄ CA ▼ DC ▲ PA ■ MA ► NY

A Limited Liability Company
Counselors at Law
311 Broadway, Suite A
Point Pleasant Beach, New Jersey 08742
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

North Jersey location:
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Montville, NJ 07045
Phone: (973) 335-0600
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Jacquelin P. Gioloso, Esq.
Email - JPG@Surenian.com

William E. Olson, Esq.
Email - WEO@Surenian.com

October 9, 2025

VIA USPS & EMAIL
Janet Puzo
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

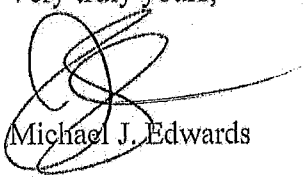
Re: 2026 Special Counsel on Affordable Housing

Dear Ms. Puzo,

Pursuant to your communication with Laura Nelson from our office, we understand that the Township anticipates rehiring our Firm as Special Counsel on Affordable Housing for 2026. Enclosed please find a copy of the partially executed proposed contract. After the reorganization meeting in January, please have the Mayor sign and return a copy for our files. For your convenience, the executed contract can be emailed to Manager@Surenian.com.

We would like to thank the Township for its continued confidence in our Firm.

Very truly yours,



Michael J. Edwards

MJE/pf
Enclosure

APPLICANT INFORMATION:

Applicant: **Surenian, Edwards, Buzak & Nolan LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Contact: Jeffrey R. Surenian, Esq.
Phone: 732-612-3100

All attorneys of the Firm are licensed to practice law in the State of New Jersey.

FIRM'S EXPERIENCE AND REPUTATION IN AFFORDABLE HOUSING LAW:

Surenian, Edwards, Buzak & Nolan, LLC (the "Firm") has been at the forefront of New Jersey affordable housing law for decades. Our attorneys have played a central role in shaping state policy, litigating precedent-setting cases, and protecting municipalities from excessive and unlawful demands under the Mount Laurel doctrine.

- **Shaping Regulations:** In both Round 2 and Round 3, the Firm filed comments that significantly influenced COAH regulations in favor of municipalities.
- **Post–Mount Laurel IV Leadership:** After the Supreme Court's 2015 decision in Mount Laurel IV, the Firm filed over 50 declaratory judgment actions, securing Judgments of Compliance and Repose and safeguarding municipalities from challenges by developers and Fair Share Housing Center ("FSHC").
- **Legislative Advocacy:** When the Senate President and Assembly Speaker proposed sweeping new legislation in December 2023, the Firm immediately obtained the draft bill, appeared before every legislative committee, and submitted detailed comments exposing its flaws and excessive burdens on municipalities. No other firm took the lead. Instead, municipalities across the state relied on our work.
- **Ongoing Reform Efforts:** Since enactment of the Fair Housing Act amendments (P.L. 2024, c.2 or "FHA II"), we have worked with the New Jersey Institute of Local Government Attorneys to try to mitigate its adverse impacts, and we continue to represent municipalities in declaratory judgment actions, preparation of affordable housing plans, and defense of objections to those plans.

HIGHLIGHTS OF THE FIRM'S RECORD:

The Firm's track record demonstrates unparalleled experience, depth, and success:

- **Mount Laurel IV:** Persuaded the Supreme Court to create judicial immunity from developer lawsuits in conjunction with the new procedure it devised.
- **Statewide Leadership:** Organized a consortium of 288 municipalities to jointly retain Econsult Services, Inc. as an expert.

- **Round 3 Litigation:** Conducted a 41-day trial before Judge Jacobson, securing adoption of a fair share methodology that cut the obligations generated by FSHC's proposed methodology in half.
    - The Firm worked on behalf of Ocean County municipalities to fight for more reasonable fair share obligations; and when all the municipalities, except for Jackson Township, settled, the Firm wrote the trial brief for Jackson Township.
    - The Firm represented the collective interests of 57 municipalities in Vicinage 13 that filed Declaratory Judgement Actions pursuant to Mount Laurel IV and safeguarded their immunity from lawsuits by developers and FSHC during their lawsuits.
- **Appellate Success:** Authored briefs for the Townships of Wall and South Brunswick that preserved and enforced the statutory 1,000-unit cap on municipal obligations.
- **Developer Settlements:** Achieved settlements that preserved local control and reduced overdevelopment pressures, delivering results for municipalities like Sayreville, Rumson, and Moorestown that were markedly better than what COAH's inflexible standards would have required.
- **Financial Victories:** Secured over $1 million in contested non-residential development fees in Bordentown Township, and successfully defended Holmdel Township against a $1 million rebate claim.
- **Published Precedent:** Obtained an Appellate Division opinion in Bordentown Township now widely cited for its protections to municipalities that voluntarily comply through approved settlements.
- **Preserving Municipal Authority:** Successfully opposed multiple attempts by developers to intervene in Mount Laurel litigation, safeguarding municipal control.
- **Enhanced Affordable Set-Asides:** Negotiated settlements requiring 25%+ affordable set-asides in several municipalities, exceeding traditional requirements and reducing overdevelopment pressures.
- **Environmental Safeguards:** In Chester Borough, litigated the interplay of affordable housing and the Highlands Act, producing a responsible plan balancing growth, environment, and fiscal stability.
- **Immunity Without Overlays:** Secured a Judgment of Compliance and Repose in Hazlet without imposing overlay zones for unmet need.

This unmatched record shows the Firm's ability to blend litigation strength, legislative strategy, negotiation innovation, and deep policy knowledge.

ETHICAL STANDARDS:

The Firm has long been recognized for its integrity:

- In 2002, Mr. Buzak received the Fred G. Stickel Award from the New Jersey Institute of Local Government Attorneys for excellence in local government law.
- In 2009, Jeffrey R. Surenian received the Michael A. Pane Award for Ethics, conferred upon the attorney exemplifying the highest standards of ethics and integrity in local government law.
- In 2015, Mr. Surenian received the Fred G. Stickel Award from the New Jersey Institute of Local Government Attorneys, honoring excellence in local government law, exemplary service to the profession, and community service.

COST-EFFECTIVE REPRESENTATION:

Representing more than 100 municipalities across New Jersey has given the Firm unmatched experience in this field. By drawing on our collective knowledge and decades of practice, we resolve issues efficiently and avoid duplicative work. This approach saves valuable time and translates directly into cost savings for municipalities, ensuring that taxpayer dollars are protected while local governments receive the highest quality representation.

2026 COMPENSATION RATES:

- **Partners** (Jeffrey R. Surenian, Michael J. Edwards, Edward J. Buzak, Erik C. Nolan)**:** $230/hour.
- **Associates** (Nancy L. Holm, William E. Olson, Keli L. Gallo, Jacqueline P. Gioioso, Michael C. Borneo, Susan L. Crawford)**:** $190/hour.
- **Paralegals:** $90/hour.
- **Disbursements:** B&W copies/prints ($0.30/page), color copies/prints ($0.50/page), faxes ($1/page), scanning ($0.30/page), mileage (IRS rate + tolls), messenger fees, filing/recording fees, expert fees, and other standard expenses. Travel time and meeting attendance are billed at the applicable hourly rate.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this _____day of _____ 2026, by and between:

Township of Mahwah, a Municipal Corporation of the State of New Jersey
475 Corporate Drive
Mahwah, NJ 07430

Hereinafter referred to as **"Township"**

And: **SURENIAN, EDWARDS, BUZAK & NOLAN LLC**
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742

Hereinafter referred to as **"Special Counsel", "Contractor"** or **"Firm"**.

In the event that Surenian, Edwards, Buzak & Nolan LLC is reconstituted, references to **"Special Counsel", "Contractor"** or **"Firm"** shall include references to the new entity.

WITNESSETH:

1. Township hereby appoints and employs the Firm to assist the Township and its legal counsel to a) address its responsibilities with respect to its affordable-housing obligations under New Jersey State laws commonly referred to as "the Mount Laurel doctrine", and b) any necessary projects, as determined and authorized by the Township.

2. The Firm shall bill the Township at the following rates:

   (a) $230.00 per hour for Partners

   (b) $190.00 per hour for Associates

   (c) $90.00 per hour for Paralegals

   (d) For any new hires, the Firm will communicate with the Township prior to the commencement of any work.

3. Township shall pay all disbursements incurred by the Firm, such as, but not limited to, black and white photocopying and printing charges (at $0.30 per page); color photocopying and printing charges (at $0.50 per page); facsimile charges (at $1.00 per page); telephone charges;

postage, travel expenses, mileage (at standard IRS rate, plus tolls); video conferencing charges; scanning charges (at $0.30 per page); research; messenger fees; filing fees; expert fees; recording fees, etc.

4. Special Counsel shall bill Township on a monthly basis. In the event that the bills exceed the amount budgeted, Township shall either make another appropriation or advise Special Counsel to stop work immediately.

5. Township shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Township, which the Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

Enclosures

1. Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27;
2. Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, C. 127) N.J.A.C. 17-27;
3. State of New Jersey Business Registration
4. Certificate; Certificate of Employee Information Report;
5. Workers Compensation and Employers Liability Policy; and
6. Business Entity Disclosure Certification;
7. Disclosure of Investment Activities in Iran
8. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3
9. Political Contribution Disclosure Form Pursuant To N.J.S.A. 19:44A-20.26
10. Stockholder Disclosure Certification

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Agreement shall be in effect from January 1, 2025 to December 31, 2025.

TOWNSHIP OF MAHWAH

ATTEST:

By _____
, Mayor

_____

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

WITNESS:

By: _____
Michael J. Edwards,
Co- Managing Member

_____
Paul Fiorianti

Date: 10/9/25

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Surenian, Edwards, Buzak & Nolan LLC SIGNATURE: _____

PRINT NAME: Michael J. Edwards TITLE: Co-Manager

DATE: 10/9/25

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

Surenian, Edwards, Buzak & Nolan LLC

The contractor and the Managing Member of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* 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 pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2409341 FOR SURENIAN,EDWARDS, BUZAK & NOLAN LLC IS VALID.

Return

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <*name of business entity*> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Mahwah Township as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Jeffrey R. Surenian	[redacted]
Michael J. Edwards	
Erik C. Nolan	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Surenian, Edwards, Buzak & Nolan LLC

Signature of Affiant: _____ Title: Co-Managing Member

Printed Name of Affiant: Michael J. Edwards Date: 10/9/25

Subscribed and sworn before me this 9 day of October, 2025

My Commission expires:

_____
(Witnessed or attested by)
Paul Fiorianti Office Manager

(Seal)

PAUL FIORIANTI JR.
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 21, 2027

Certification 62402

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-JAN-2020 to 15-JAN-2027

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
311 BROADWAY
PT. PLEASANT BE NJ 08724

ELIZABETH MAHER MUOIO
State Treasurer

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Affinity 90 Matawan Road, Suite 203 Matawan, NJ 07747	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: PA MANUFACTURERS ASSN INSURANCE COMPAN
INSURED Surenian, Edwards, Buzak & Nolan LLC 311 Broadway Suite A Point Pleasant Beach NJ 08742	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability			[redacted]	05/1/2025	05/1/2026	Each Claim	$ 1,000,000
							Aggregate	$ 1,000,000
							Deductible	$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This firm is a 10 attorney firm organized by LLC

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Surenian Edwards Buzak & Nolan, LLC DBA: Surenian Edwards Buzak & Nolan, LLC 311 Broadway Point Pleasant Beac NJ 087422613	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Rated by Multiple Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 4304773 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	[redacted]	06/17/2025	06/17/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured Locations: 311 Broadway, Point Pleasant Beac, NJ 08742; 523 S Old Sevierville Pike, Seymour, TN 378655373; 598 E Mountain Ave, Williamsport, PA 177027760

CERTIFICATE HOLDER

INSURED COPY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy M. Main

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY • DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Special Counsel

VENDOR NAME: Sureniau, Edwards, Buzak & Nolan LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

10/9/25
Date

Michael J. Edwards, Co-Managing Member
Print Name and Title

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[1]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(●) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	10/9/25 Date
Michael J. Edwards Co-Managing Member Print Name and Title of Vendor's Authorized Representative	[redacted] Vendor's FEIN
Surenian, Edwards, Buzak & Nolan LLC Vendor's Name	732-612-3100 Vendor's Phone Number
311 Broadway, Suite A Vendor's Address (Street Address)	732-612-3101 Vendor's Fax Number
Point Pleasant Beach NJ 08742 Vendor's Address (City/State/Zip Code)	manager@surenian.com Vendor's Email Address

[1] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Surenian, Edwards, Buzak & Nolan LLC		
Address:	311 Broadway, Suite A		
City:	Point Pleasant Beach	State: NJ	Zip: 08742

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Michael J. Edwards	Co-Managing Member

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A No contributions made			$

☐ Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jeffrey R. Surenian Home Address: [redacted]	Name: Michael J. Edwards Home Address: [redacted]
Name: Erik C. Nolan Home Address: [redacted]	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 9 day of October, 2025

(Notary Public)

My Commission expires:

PAUL FIORIANTI JR.
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 21, 2027

(Affiant)

Michael J. Edwards Co-Managing Member
(Print name & title of affiant)

(Corporate Seal)

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND MICHAEL J. EDWARDS, ESQ. SURENIAN, EDWARDS, BUZAK &NOLAN LLC 2026 TOWNSHIP AFFORDABLE HOUSING ATTORNEY

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Michael J. Edwards, Esq., of Surenian, Edwards, Buzak & Nolan LLC, located at 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742 (Township Affordable Housing Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Affordable Housing Attorney for the Township of Mahwah; and

WHEREAS, Michael J. Edwards, Esq., of Surenian, Edwards, Buzak & Nolan LLC, has been appointed Township Affordable Housing Attorney for the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Michael J. Edwards, Esq. shall perform legal services required by his appointment as Township Affordable Housing Attorney of the Township of Mahwah as an independent contractor, at the hourly rate of $230.00 for Partners, $190.00 for Associates, and $90.00 for Paralegals, plus expenses.

2. The Township shall pay the Township Affordable Housing Attorney billing submitted monthly at the hourly rate of $230.00 for Partners, $190.00 for Associates, and $90.00 for Paralegals, plus expenses. The total contract amount shall not exceed $300,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $300,000.00, the Township

has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Affordable Housing Attorney to notify the Township prior to commencing work that will exceed $300,000.00.

1. Payment shall be made by the Township upon the submission by Township Affordable Housing Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

2. The services contemplated by this Agreement shall be performed under the supervision and direction of Michael J. Edwards, Esq. and professionals within with firm. Township Affordable Housing Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

3. Township Affordable Housing Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Ongoing Litigation Attorney, their agents, servants and employees.

4. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Affordable Housing Attorney represents that the firm's employees are authorized to practice professional legal services.

5. This Agreement has been awarded to Township Affordable Housing Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Affordable Housing Attorney does hereby attest that Township Affordable

Housing Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

6. Township Affordable Housing Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Affordable Housing Attorney receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Affordable Housing Attorney's responsibility to determine if filing is necessary.

7. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Affordable Housing Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

8. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Affordable Housing Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Affordable Housing Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Affordable Housing Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

Carolyn George, RMC, Municipal Clerk

WITNESS:

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Michael J. Edwards, Esq.
Surenian, Edwards, Buzak & Nolan LLC,

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #012-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Holly T. Schepisi, Esq., of O'Toole Scrivo L.L.C. as Township Water/Sewer Utility Attorney for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Holly T. Schepisi, Esq., O'Toole Scrivo, LLC. and is desirous of awarding a professional services contract to Holly T. Schepisi, Esq., as Township Water/Sewer Utility Attorney for the period of January 1, 2026 through December 31,
2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Holly T. Schepisi, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that O'Toole Scrivo L.L.C. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Accounts #05-201-58-502-210 (Water Utility Professional Services), ($40,000); #07-201-58-502-210 (Sewer Utility Professional Services) ($40,000);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Holly T. Schepisi, O'Toole Scrivo L.L.C., as Township Water/Sewer Utility Attorney; and

BE IT FURTHER RESOLVED, that a contract be and is hereby awarded to Holly T. Schepisi, of O'Toole Scrivo L.L.C. for Legal Services as Township Water/Sewer Utility Attorney for the period of January 1, 2026 through December 31, 2026 with annual basic retainer services at the rate of $5,000 per month; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of O'Toole Scrivo L.L.C are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amounts shall not exceed $80,000 per year, without further authorization of the Governing Body and the Chief Financial Officer has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; Assistant to the Business Administrator, and Holly T. Schepisi at O'Toole Scrivo L.L.C, 14 Village Park Road, Cedar Grove, NJ 07009

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

O'TOOLE SCRIVO

A LIMITED LIABILITY COMPANY

JAMES DIGIULIO
jdigiulio@oslaw.com

November 6, 2025

Via Hand Delivery
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Professional Services Contract—Township of Mahwah– Utility Attorney

To Whom it May Concern:

Thank you for considering O'Toole Scrivo, LLC ("OS" or "Firm") as Utility Attorney for the Township of Mahwah (the "Township"). Pursuant to the Request for Qualifications, below is the information required by the Township.

Key Contact:

Holly Schepisi, Partner
O'Toole Scrivo, LLC
14 Village Park Road
Cedar Grove, New Jersey 07009
(973) 239-5700 (phone)
(973) 239-3400 (fax)
hschepisi@oslaw.com

Qualifications and Experience:

OS is located in Cedar Grove, New Jersey and was founded in 2017 by Kevin J. O'Toole and Thomas P. Scrivo. OS is a full-service law firm. The professionals at OS have years of experience successfully representing public entities in a wide variety of contexts, including civil litigation (civil rights, tort claims act), labor and employment, and administrative matters.

OS has extensive experience representing local government clients. OS attorneys have, for several years, served as the municipal attorneys for municipalities throughout New Jersey and special counsel to many other municipal corporations, various boards, agencies, and counties. OS has dealt with a variety of issues including, but not limited to, drafting and adopting resolutions and ordinances; drafting public questions; real estate; zoning and planning; land use; public bidding; contracting and related procurements; eminent domain and condemnation; construction;

public and tax-exempt financing; tax appeals and revaluations; tort claims; civil service; cable television systems; labor relations and employment; public sector arbitration; education; affordable housing; tax appeals; urban redevelopment; utilities; relationships among the local municipal corporation and other local, county, and state governments; property taxes; elections; referendums; and issues affecting local administration.

OS often deals with, and is uniquely qualified in, the statutory and regulatory schemes governing the aforementioned areas of law, including the Local Public Contracts Law, Open Public Meetings Act, Open Public Records Act, Local Lands and Building Law, Municipal Land Use Law, Local Redevelopment and Housing Law, Local Budget Law, Local Fiscal Affairs Law, Local Government Ethics Law, Interlocal Services Act, and Tort Claims Act, to name only a few.

OS has extensive experience in governmental and municipal law, land use, corporate, and environmental matters. The Firm can perform the tasks needed in a timely fashion, including staffing and familiarity with the subject matter of representation. Specifically, the Firm served as Township of Mahwah Utility Attorney in 2024. The Firm has experience in providing legal advice and assistance on all issues relating to the operation of the Township's Utility, including handling personnel and union contract issues, New Jersey Department of Environmental Protection and Federal EPA matters, customer dispute issues, contracting and legal assistance with hired contractors, electric and water utility rate matters, matters related to the municipal water supply contract with an adjoining town, and environmental contamination matters. The Firm is available to provide ongoing phone consultation to the Director of Operations and the Township for any issues that may arise, including attending any monthly meetings as needed.

Representative matters include acquisitions of businesses and commercial properties, commercial loans, redevelopment projects for mixed-use zoning approval, restaurant acquisitions and related land use approvals, self-storage facilities, acquisitions of environmentally sensitive and contaminated properties, and outside counsel to long-term care facilities.

The following is a representative list of matters the Firm has handled:

- Represented candidates for New Jersey State Senate and General Assembly in action to require County Clerk to re-draw ballot positions. (Superior Court of New Jersey, Appellate Division, on appeal from Bergen County, Law Division)
- *Miskowitz v. Union County Utilities Auth.*, 336 N.J. Super. 183 (App. Div. 2001)
- *Muirfield Const. Co. v. Essex County Improvement Auth.*, 336 N.J. Super. 126 (App. Div. 2000)
- *Rumana v. County of Passaic*, 397 N.J. Super. 157 (App. Div. 2007)

- *Waste Management of New Jersey, et al. v. Morris County Municipal Utilities Authority, et al.*, 433 N.J. Super. 455, 80 A. 3d 1169 (App. Div. 2013)

- *Kathleen A. Donovan, County Executive of Bergen County v. Bergen County Board of Chosen Freeholders*, 436 N.J. Super. 91 (Law Div. 2012), aff'd, 436 N.J. Super. 1 (App. Div. 2014)

- *62-64 Main St., L.L.C. v. Mayor & Council of City of Hackensack*, 221 N.J. 129 (2015)

- Successfully argued emergent interlocutory appeal regarding the attorney-client privilege in *Hedden v. Kean University*, 434 N.J. Super. 1 (App. Div. 2013)

- *City of Paterson and Paterson Police PBA 1, et al.*, PERC Dkt. No. CO-2019-191, D.U.P. No. 2019-6 (successfully argued for dismissal of unfair practice charge alleging violations of the Employer-Employee Relations Act in connection with selection of police chaplains)

- *City of Paterson and Paterson Police PBA 1, et al.*, PERC Dkt. No. CO-2022-049, I.R. No. 2022-8 (successfully argued for dismissal of Order to Show Cause that sought to prevent prosecution of disciplinary charges against police officer who was subject to parallel criminal charges)

- *James A. McCall v. City of East Orange*, GRC Complaint No. 2016-126 (successfully argued for dismissal of denial of access complaint related to police dash cam video footage)

The Firm has consistently completed these and all projects within the prescribed schedule and budget, which is best re-enforced by our long-term and continuous representation of clients, including municipalities and other government entities.

Primary Staffing:

A. Holly T. Schepisi, Partner

Holly Schepisi has more than twenty-five years of experience in corporate, land use and real estate law, complex financial transactions, and government service. She served as a member of the New Jersey General Assembly from 2012 until March 25, 2021, when she was sworn in as a member of the New Jersey State Senate. Senator Schepisi represents the 39th Legislative District, which includes twenty-eight municipalities in Bergen County. She serves as a member of the Health, Human Services, and Senior Citizens Committee and the Community and Urban Affairs Committee and has been selected as the Conference Leader. While in the Assembly, she has sat on the Environment and Solid Waste, Judiciary, Housing, and Appropriations Committees.

Prior to joining the firm, Ms. Schepisi started her own firm, Schepisi Consulting & Law, LLC. She was also a Managing Director and Investment Review Committee member of an

affiliated group of private equity and venture capital funds with a national focus on small businesses and the social benefits of supporting entrepreneurs and enhancing local job creation.

Most recently, Ms. Schepisi served as Vice President of Holy Name Medical Center and President of its Foundation.

Experienced in public issues, Ms. Schepisi currently serves as counsel to the Park Ridge Board of Public Utilities and previously served as the public defender for the Borough of Oakland and the township attorney for River Vale, where she successfully helped the municipality acquire the River Vale Country Club. She is an executive committee board member of the Bergen Community College Foundation, a board member for the Adler Aphasia Center, the prior President of the Fordham Law Alumni Association, New Jersey Chapter, and served as an advisory board member of Provident Bank, SB One Bank, and Interchange Bank.

Ms. Schepisi has a B.A. in Politics/Psychology from Catholic University of America and her J.D. from Fordham University School of Law.

B. Christopher A. Ferriero, Associate

Christopher Ferriero assists the firm's clients in navigating complex commercial litigation, real estate, and land use and redevelopment matters. During law school, he was a member of the civil litigation clinic and assisted with the representation of numerous clients on a variety of issues. Prior to law school, he worked as a paralegal in a New York law firm, where he gained valuable experience on complex commercial litigation matters.

Mr. Ferriero joined the firm following a clerkship with the Honorable Anthony V. D'Elia in Hudson County. He attended DePaul University and received his J.D. from DePaul University College of Law.

References:

Paul Longo
Director of Park Ridge Board of Public Utilities
(201) 822-3139

Brian P. Stack
Mayor for City of Union City
3715 Palisade Avenue
Union City, NJ 07087

Dahlia Vertreese
Mayor of Hillside Township
(848) 666-0176

W. Reed Gusciora
Mayor of Trenton
(609) 989-3030

Joseph Tempesta, Jr.
Mayor of West Caldwell Township
jtempesta@westcaldwell.com

Cost Details:

The Firm proposes to be compensated at a monthly flat fee of $5,000.00 with a total amount-not-to-exceed $80,000.00, without the written authorization of the Governing Body and the Chief Financial Officer has certified that funds are available.

Additional Pertinent Information:

There are no judgments in the last three years in which the Firm has been adjudicated liable for professional malpractice. The Firm is not now nor has been involved in any bankruptcy or reorganization proceedings in the last ten years. The Firm's Principals have no familial relationship with any employees or elected official of the Township.

Please let us know if you require any additional information.

Very truly yours,

/s/James DiGiulio
James DiGiulio

Attachments to O'Toole Scrivo, LLC RFQ Response

Exhibit A	Certificate of Employee Information Report
Exhibit B	Business Registration Certificate
Exhibit C	W-9
Exhibit D	Attorney Biographies

Certification 41901

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-May-2025** to **15-May-2028**

OTOOLE SCRIVO LLC
14 VILLAGE PARK ROAD
CEDAR GROVE **NJ** **07009**

ELIZABETH MAHER MUOIO
State Treasurer

New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1404806 FOR O'TOOLE SCRIVO, LLC IS VALID.

Return

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

O'TOOLE SCRIVO, LLC

TRADE NAME:

ADDRESS:

14 VILLAGE PARK ROAD
CEDAR GROVE NJ 07009

SEQUENCE NUMBER:

1404806

EFFECTIVE DATE:

04/23/08

ISSUANCE DATE:

06/12/19

James J. Fruscione

Director
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

104-081: D2058406V

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

O'Toole Scrivo, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

14 Village Park Road

6 City, state, and ZIP code

Cedar Grove, NJ 07009

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 1/16/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND HOLLY T. SCHEPISI, ESQ., O'TOOLE SCRIVO, L.L.C. 2026 TOWNSHIP UTILITY ATTORNEY

THIS AGREEMENT, made effective the 1st day of January 2026, by and between the TOWNSHIP OF MAHWAH, a body politic and corporate of the State of New Jersey, hereinafter referred to as the "Township"; and Holly T. Schepisi, Esq., of O'Toole Scrivo, L.L.C. located a 14 Village Park Road, Cedar Grove, New Jersey, 07009, hereinafter referred to as (the "Township Utility Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Utility Attorney for the Township of Mahwah; and

WHEREAS, Holly T. Schepisi, Esq., of O'Toole Scrivo, L.L.C., has been appointed Township Utility Attorney of the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Holly Schepisi, Esq., shall perform legal services required by his appointment as Township Utility Attorney of the Township of Mahwah as an independent contractor, at the monthly flat fee of $5,000.00.

2. The Township shall pay the Township Utility Attorney billing submitted monthly at the rate of $5,000.00 per month. The total contract amount shall not exceed $80,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $80,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Utility Attorney to notify the Township prior to commencing work that will exceed $80,000.00.

3. Payment shall be made by the Township upon the submission by Township Utility Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services, and a statement /cover letter to include the contract resolution number, contract not-to-

exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Holly T. Schepisi, Esq., and professionals within with firm. Township Utility Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Utility Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Utility Attorney, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Utility Attorney represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Utility Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Utility Attorney does hereby attest that Township Utility Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Utility Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Utility Attorney receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Labor& Employment Attorney's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C.

17:27. Township Utility Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Utility Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Utility Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Utility Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Holly T. Schepisi, Esq.
O'Toole Scrivo, L.L.C.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #013-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Water/Sewer Engineering Consultant services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Patrick K. Cole, P.E., of H2M Associates, Inc. as Professional Water/Sewer Consultant for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of H2M Associates, Inc. (the "Professional") and is desirous of awarding a Professional Services Contract to H2M Associates, Inc., for Professional Water/Sewer Engineering Consultant Services for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Patrick K. Cole, P.E. has completed and submitted a Business Entity Disclosure Certification which certifies that H2M Associates, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account 07-201-58-502-214, ($25,000.00) and 05-201-58-502-214, ($25,000.00) and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the mayor's appointment of Patrick K. Cole, P.E. of H2M Associates, Inc. as Township 2026 Professional Water/Sewer Consultant; and

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey that a contract be and is hereby awarded to Patrick K. Cole, P.E. of H2M Associates, Inc. located at, 119 Cherry Hill Road, Suite 110, Parsippany, NJ 07054-1114, as 2026 Professional Water/Sewer Consultant for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that the annual compensation shall not exceed $ $50,000.00 without further authorization of the Governing Body; and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED that said Contract is being awarded pursuant to N.J.S.A. 40A:11.5 et seq. because the practice of Professional Engineering is regulated by law and because it has been determined that the personnel of H2M Associates, Inc. are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk, and will forward a copy of this resolution to the Business Administrator, QPA, CMFO, and H2M Associates, Inc. 119 Cherry Hill Road, Suite 110, Parsippany, NJ 07054-1114.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

architects + engineers
119 Cherry Hill Road, Ste 110
Parsippany, NJ 07054 | tel 862.207 5900

ENGINEERING NJ #24GA28019100
LAND SURVEYING NJ #24GA28019100
LANDSCAPE ARCHITECTURE NJ #24GA28019100

Via Electronic Mail

November 4, 2025

Ms. Janet Puzo
Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

E-mail: jpuzo@mahwahtwp.org

RE: Proposal for Township Water/Sewer Consultant - 2026

Dear Ms. Puzo:

H2M Associates, Inc. (H2M) currently serves the Township of Mahwah on several assignments related to the analysis of municipal infrastructure and utility capacity. During our service, H2M has sought to assist and support the Township in all of its compliance efforts on these critical subjects. Drinking water is the Township's primary public health resource. Sanitary sewerage is the community's first line of environmental protection. The Township is managing many challenges in its role as steward of municipal infrastructure. The Township frequently updates and re-evaluates its asset management program, based on evolving regulatory constraints, such as those related to the Water Quality Accountability Act (WQAA). To that end, the Township seeks proposals from qualified consultants to serve in the position of Water/Sewer Consultant for the year 2026. In that role, H2M proposes to provide guidance to municipal leadership on achieving regulatory compliance via the most efficient, economic project formats. Our founding discipline was sanitary engineering – which, today, has evolved into the modern practice of water supply and wastewater engineering. We bring over 90 years of project delivery experience to bear in service of the Township. At the heart of all our project efforts, H2M staff are focused on ensuring safe, reliable utility infrastructure at the least cost to the citizens of Mahwah.

I write to request your consideration for appointment to the position of 2026 Water/Sewer Consultant. To support our proposal, H2M has attached the following:

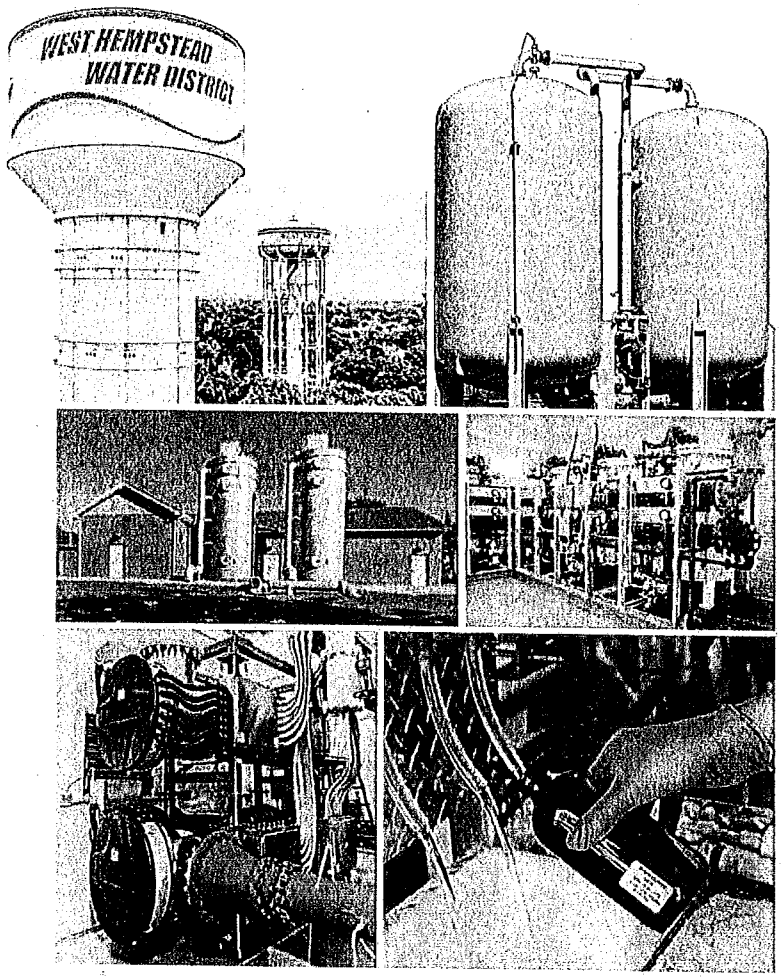
- Qualifications Documentation (Drinking Water and Sanitary Sewerage)
- H2M 2026 Schedule of Billable Hourly Rates and Reimbursable Expenses
- H2M Standard Terms & Conditions (H2M consents to a renewal of the contract in 2026, based on the assumption of terms and conditions matching those agreed upon in the 2025 contract review and finalization, attached)

The entire H2M team is grateful for the opportunity to continue our service to the Township of Mahwah. Should questions arise in your review of the enclosed materials, please reach out to me directly at (862) 207-5900, ext. 2104 or via email at pcole@h2m.com.

Very truly yours,

H2M Associates, Inc.

Patrick K. Cole, P.E.
Vice President

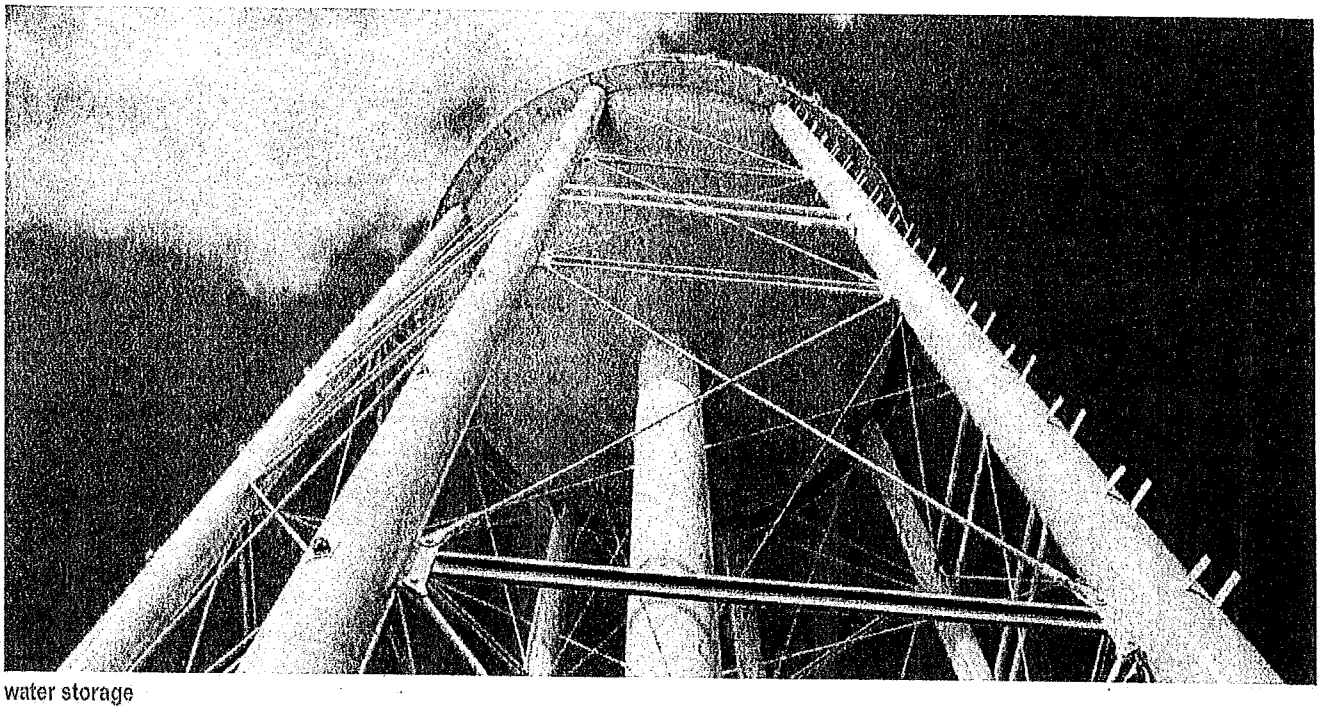


water supply engineering

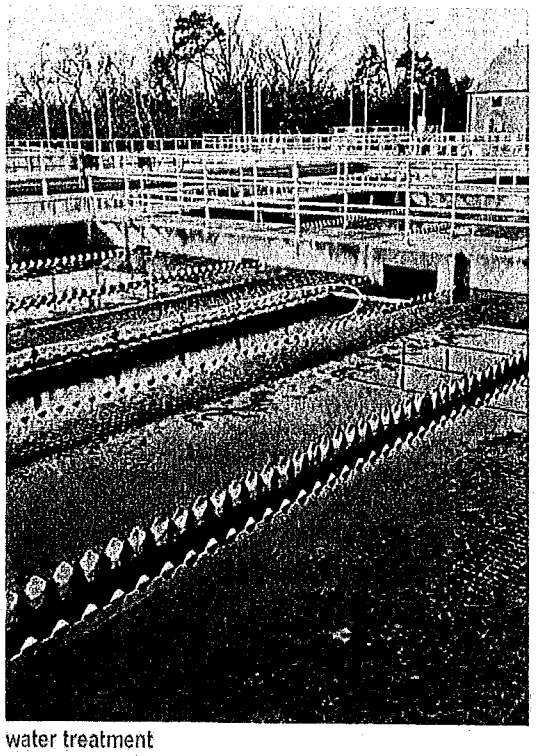
H2M architects + engineers

water supply systems are the backbone of any community

Water supply systems are the backbone of any community. For over 90 years, H2M has built its engineering practice around its service to municipal water clients. Our engineers work directly with municipal water suppliers and private water utilities to ensure drinking water safety and efficient distribution to the communities they serve. With staff dedicated solely to public water supply, we have designed complete water systems, including sources of supply, treatment facilities, pump stations, storage facilities, and distribution systems.



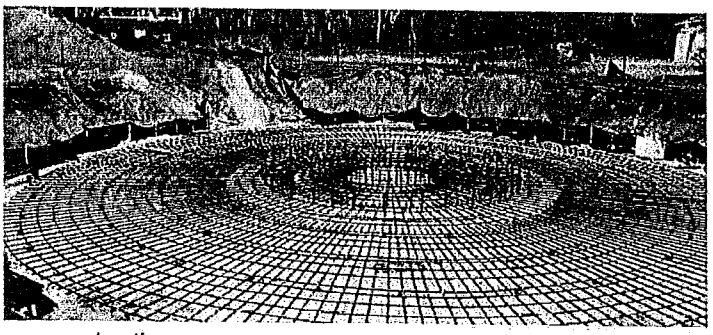
water storage



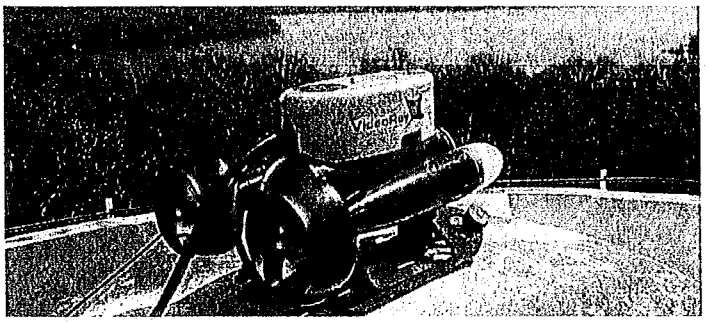
water treatment



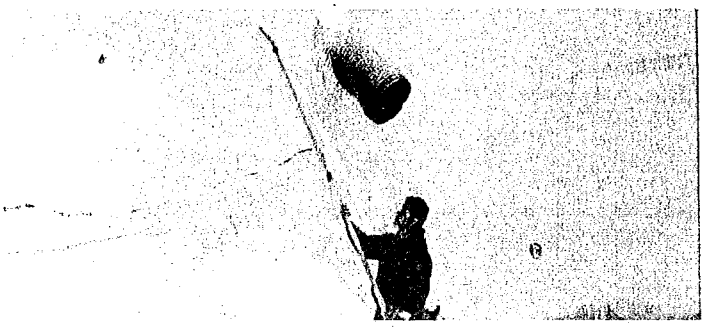
rehabilitation



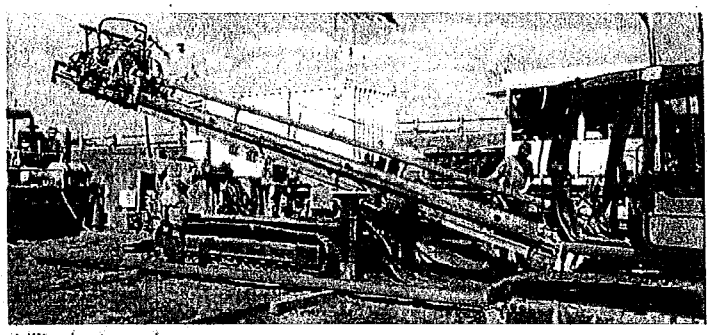
new construction



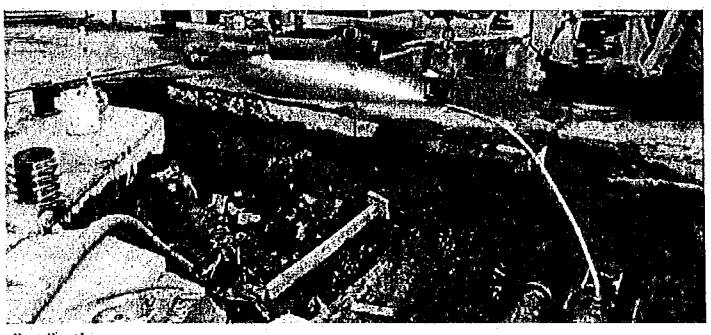
inspection



non-destructive testing



drilling/water mains

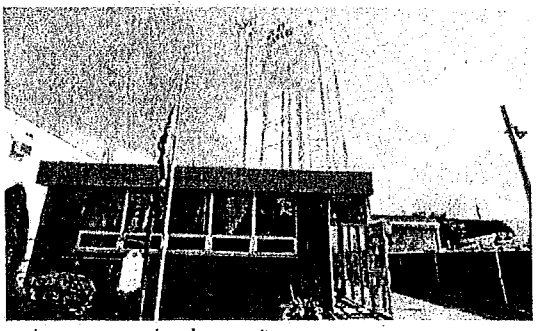


distribution

services include

- Water supply wells/rehabilitation
- Ground water/surface water
- Water treatment plants for:
  - Perfluorinated Compounds
  - Cryptosporidium/giardia/viruses
  - Disinfection by product precursors
  - VOC's, SOC's, Pesticides
  - Iron/Manganese
  - Nitrate/Perchlorate
  - 1,4-Dioxane
  - Turbidity management
- Water resource development
- New water storage tank
- Water storage tank rehabilitation
- Distribution systems / analysis
- Master planning
- Construction services
- Spill Prevention Reports
- Annual Water Quality Reports
- Water Conservation Plans
- Packed Tower air emission certification
- Supervisory Control and Data Acquisition (SCADA)
- Chemical and petroleum bulk storage systems
- Federal and State grant applications
- Emergency response plans/vulnerability assessments
- Emergency water quality situations
- GIS mapping

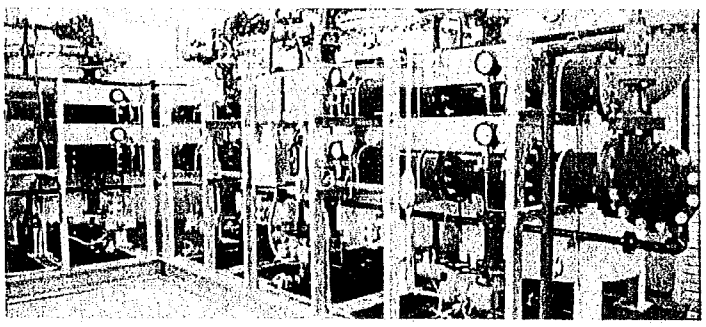
For over 90 years, we have been committed to providing quality water supply service. We have designed over 20 new water storage tanks, and we conduct annual inspections for nearly 100 tanks per year throughout the Northeast.



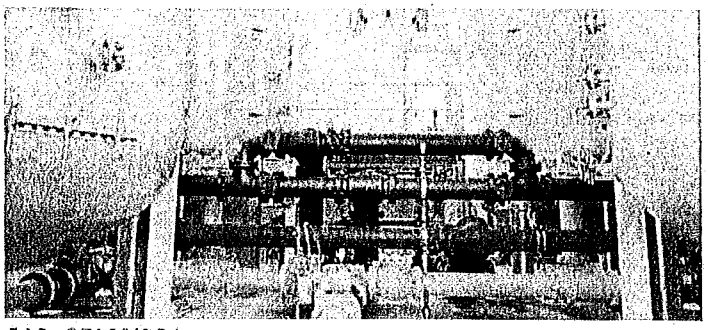
water resource development

H2M is a multi-disciplined professional consulting and design firm, proud of our long history of client service and our consistent ability to meet tough architectural, engineering and environmental challenges head-on. Since 1933, H2M has helped design and build many of our local communities: from water treatment facilities to firehouses, from schools to road reconstruction, from environmental site assessment to groundwater remediation. Since our early roots, our focus has remained steadfast: to provide quality service with sound judgment and to serve our clients as an honest and professional resource.

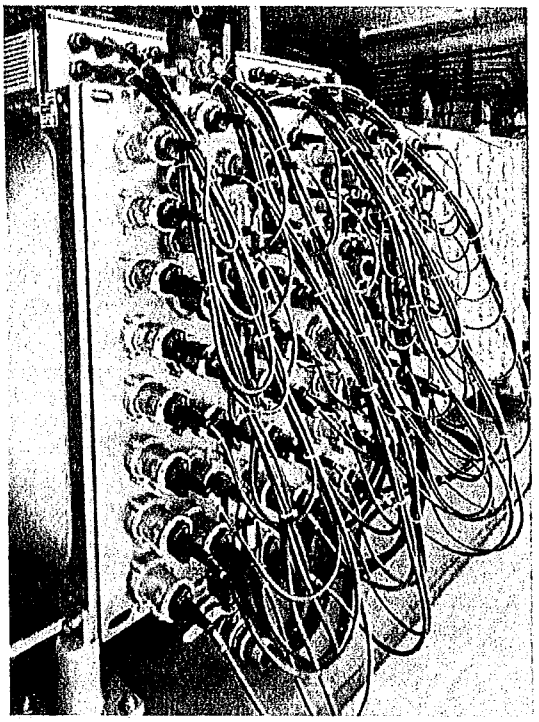
We offer a practical approach with creative results.



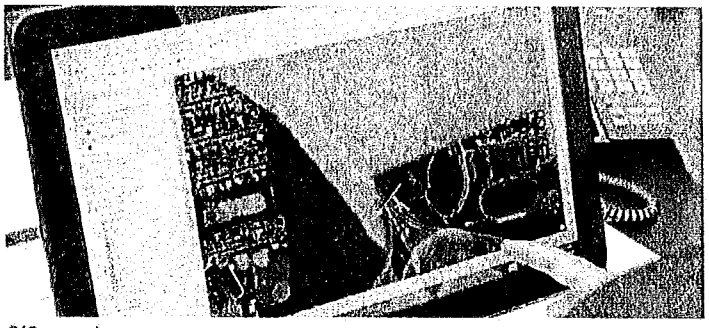
ion exchange perchlorate/nitrate



GAC - PFAS/VOC treatment

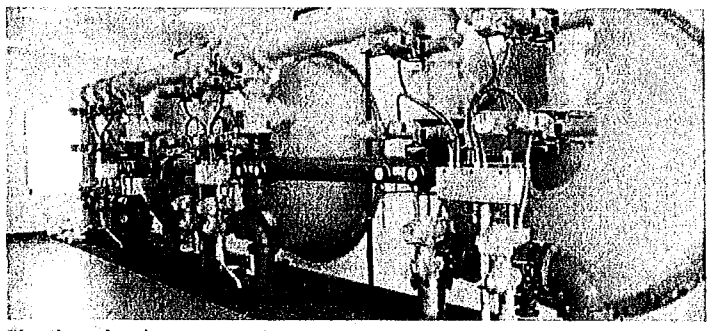


AOP - 1,4 Dioxane treatment



GIS mapping

We prepare contract documents for the installation of transmission mains, water mains, meter vaults and backflow prevention devices. Our designs include site surveys, utility location verification, hydraulic evaluation and design, layout design and preparation of contract specifications.

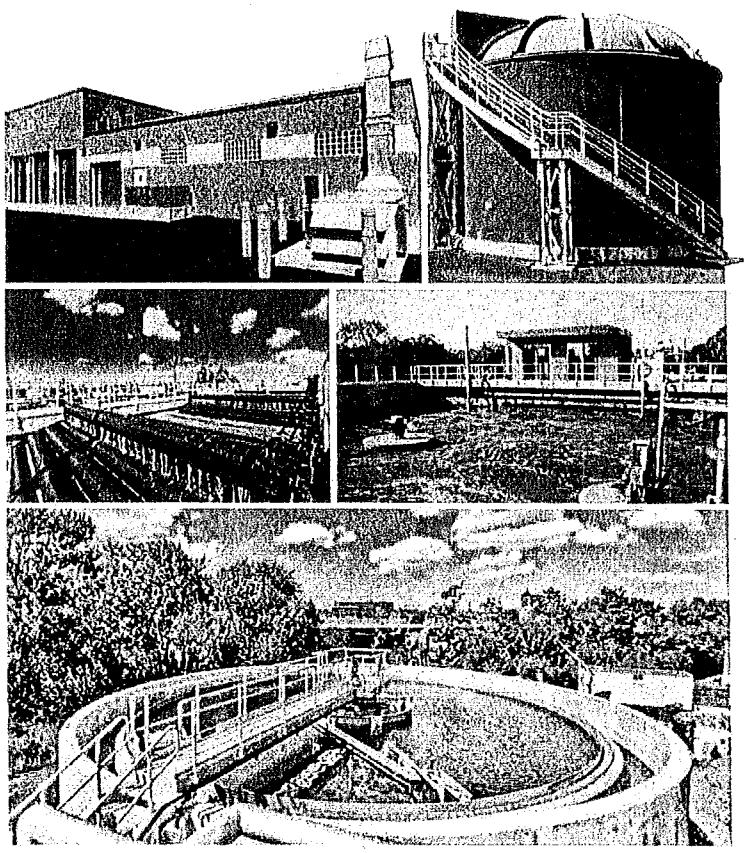


filtration - iron/manganese treatment

We evaluate and determine the most viable and cost effective treatment technologies for the removal of iron, nitrate, VOCs, 1,4 Dioxane, PFOS, and other common contaminants from water supplies.

Corporate Headquarters
Melville, NY 631.756.8000 h2m.com

Check Out Our Locations



wastewater engineering

H2M architects + engineers

architects + engineers

119 Cherry Hill Road, Ste 110
Parsippany, NJ 07054 | tel 862.207.5900

ENGINEERING NJ #24GA28019100
LAND SURVEYING NJ #24GA28019100
LANDSCAPE ARCHITECTURE NJ #24GA28019100

Schedule of Billable Rates and Reimbursable Expenses

CLASSIFICATION	RATE
ARCHITECTURE	
STAFF DESIGNER 1	$ 127.00
STAFF DESIGNER 3	$ 139.00
PROJECT DESIGNER 1 - ARCH/ENG	$ 150.00
PROJECT DESIGNER 2 - ARCH	$ 168.00
SR. PROJECT DESIGNER 1	$ 190.00
SR. PROJECT DESIGNER 2 - ARCH	$ 197.00
SR. PROJECT ARCHITECT 1	$ 197.00
SR. PROJECT ARCHITECT 2	$ 207.00
SR. DESIGNER 1	$ 179.00
SR. ARCHITECT 1	$ 207.00
SR. ARCHITECT 2	$ 230.00
SR. ARCHITECT 3	$ 253.00
ASSISTANT STUDIO DIRECTOR	$ 248.00
STUDIO DIRECTOR	$ 259.00
DEPUTY DISCIPLINE DIRECTOR	$ 259.00
DISCIPLINE DIRECTOR	$ 259.00

ENGINEERING	
STAFF ENGINEER 1	$ 133.00
STAFF ENGINEER 2	$ 150.00
PROJECT DESIGNER 1 - ARCH/ENG	$ 150.00
PROJECT ENGINEER 1	$ 168.00
PROJECT ENGINEER 2	$ 190.00
SR. PROJECT ENGINEER 1	$ 219.00
SR. PROJECT ENGINEER 2	$ 230.00
SR. DESIGNER 1 - ENG	$ 184.00
SR. DESIGNER 2	$ 213.00
DISCIPLINE ENGINEER	$ 242.00
SR. DISCIPLINE ENGINEER	$ 259.00
ASSISTANT DEPARTMENT MANAGER - ENG	$ 253.00
DEPARTMENT MANAGER- ENG	$ 259.00

INTERIOR DESIGN	
STAFF INTERIOR DESIGNER 1	$ 100.00
PROJECT INTERIOR DESIGNER 1	$ 139.00
PROJECT INTERIOR DESIGNER 2	$ 150.00
SR. PROJECT INTERIOR DESIGNER 1	$ 202.00

LANDSCAPE ARCHITECTURE	
PROJECT LANDSCAPE ARCHITECT 1	$ 139.00
PROJECT LANDSCAPE ARCHITECT 2	$ 156.00
SR. LANDSCAPE ARCHITECT	$ 230.00

CLASSIFICATION	RATE
ENVIRONMENTAL	
ENVIRONMENTAL TECHNICIAN 1	$ 88.00
STAFF SCIENTIST 1	$ 116.00
STAFF SCIENTIST 2	$ 127.00
PROJECT SCIENTIST 1	$ 145.00
PROJECT SCIENTIST 2	$ 156.00
SR. PROJECT SCIENTIST 1	$ 179.00
SR. PROJECT SCIENTIST 2	$ 197.00
SR. DISCIPLINE SCIENTIST	$ 225.00
ASSISTANT DEPARTMENT MANAGER - SCI	$ 197.00
DEPARTMENT MANAGER - SCI	$ 259.00
CONSTRUCTION	
CONSTRUCTION ADMINISTRATOR	$ 179.00
CONSTRUCTION INSPECTOR 1	$ 127.00
CONSTRUCTION INSPECTOR 2	$ 145.00
CONSTRUCTION INSPECTOR 3	$ 161.00
SR. CONSTRUCTION INSPECTOR 1	$ 190.00
SR. CONSTRUCTION INSPECTOR 2	$ 207.00
MGR OF CONST INSPECTION	$ 219.00
MARKET LEADERSHIP	
DEPUTY MARKET DIRECTOR	$ 259.00
MARKET DIRECTOR	$ 259.00
SURVEY	
PRACTICE LEADER	$ 259.00
DEPARTMENT MANAGER - SUR	$ 259.00
SR. PROJECT SURVEYOR 1	$ 174.00
PROJECT SURVEYOR 1	$ 139.00
SR. PROJECT SURVEYOR 2	$ 207.00
STAFF SURVEYOR 2	$ 116.00
SR. CAD TECHNICIAN 2	$ 145.00
ADMINISTRATION	
ADMINISTRATIVE SUPPORT PROFESSIONAL	$ 104.00
SR. ADMINISTRATIVE SUPPORT PROFESSIONAL	$ 133.00
BIM / CAD PROGRAM MANAGER	$ 156.00
DIRECTOR OF QA/QC	$ 259.00
PLANNING	
DIRECTOR OF PLANNING	$ 259.00
PROJECT ENVIRONMENTAL PLANNER 1	$ 122.00
PROJECT ENVIRONMENTAL PLANNER 2	$ 145.00
PROJECT PLANNER 1	$ 146.00
PROJECT PLANNER 2	$ 168.00
SR. ENVIRONMENTAL PLANNER 1	$ 248.00
SR. ENVIRONMENTAL PLANNER 2	$ 254.00
SR. PROJECT PLANNER 1	$ 184.00
STAFF ENVIRONMENTAL PLANNER 1	$ 93.00
STAFF ENVIRONMENTAL PLANNER 2	$ 116.00
STAFF PLANNER 1	$ 99.00
STAFF PLANNER 2	$ 122.00

1. Rates updated annually in January.
2. When employees are part of the survey crew working on projects where we are required to pay Prevailing Wage Rates, these rates don't apply. Different rates will be provided in these circumstances.

Expense Category	Rates
Subconsultant Services	Cost + 10%
Mileage for personal or company-owned utility vehicle	.70 cents per mile or IRS min./mile
Drone + Pilot (per diem rate)	$2,500.00
Submersible/Disinfected ROV + Pilot (per diem rate)	$2,500.00
Document Reproduction	
Large Format (24" x 36" BW)	$2.00 / sheet
Large Format (24" x 36" Color)	$10.00 / sheet

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	H2M ASSOCIATES, INC.
Trade Name:	
Address:	119 CHERRY HILL ROAD, SUITE 110 PARSIPPANY, NJ 07054-1114
Certificate Number:	0068842
Effective Date:	November 01, 1979
Date of Issuance:	November 17, 2025

For Office Use Only:

20251117115045438

Return

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that H2M Associates, Inc. located at 119 Cherry Hill Road, Suite 110, Parsippany, NJ 07054 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (t).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
H2M Associates, Inc. is a wholly owned subsidiary of H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C. No stockholder owns 10% or more of the Stock of any class of H2M Architects, Engineers, Geology, Land Surveying and Landscape Architecture, D.P.C.	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: H2M Associates, Inc.
Signature of Affiant: _____ Title: Executive Vice President
Printed Name of Affiant: Charles A. Martello, P.E., LSRP Date: December 18, 2025

Subscribed and sworn before me this 18th day of December, 2025.
My Commission expires

JULIE S. DAVIS
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APR. 22, 2030

_____ (Affiant)
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com
INSURED H2MARCH H2M Architects + Engineers 538 Broad Hollow Road Melville NY 11747	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : Sentinel Insurance Company, Ltd. 11000 INSURER C : Hartford Casualty Insurance Company 29424 INSURER D : Property & Casualty Ins Co of Hartford 34690 INSURER E : Hartford Fire Insurance Co and its CA 914 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1271260642 **REVISION NUMBER:** 26-27

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			[redacted]	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			[redacted]	1/1/2026	1/1/2027	Per Claim Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Professional Engineering Services for Mahwah Township Utility Engineer 2024.

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gregg Buchholz

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PROFESSIONAL CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND H2M ASSOCIATES, INC.
2026 TOWNSHIP OF MAHWAH WATER/SEWER UTILITY ENGINEERING CONSULTANT

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the TOWNSHIP OF MAHWAH, a body politic and corporate of the State of New Jersey, party of the first part, hereinafter referred to as the "Township" and H2M Associates, Inc., 119 Cherry Hill Road, Suite 110, Parsippany, NJ 07054-1114, hereinafter referred to as "H2M."

W I T N E S S E T H:

WHEREAS, there exists a need for **sanitary sewer** and **water system** Professional Engineering Consulting Services for the Township of Mahwah's utilities; and

WHEREAS, the Township wants to retain the services of a competent utility engineer to provide Professional Utility Engineering Services for review of applications as they pertain to and affect the Water Distribution/Production and Sanitary Sewer Systems of the Township of Mahwah and other services as per the requirements of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., and Chapters 16 and 17 of the Code of Township of Mahwah; and

WHEREAS, the Township Council, has awarded a 2026 professional service contract for such services to be provided by Patrick K Cole, P.E. of H2M Associates, Inc.

NOW, THEREFORE, H2M, and the Township for and in consideration of the undertakings hereinafter mentioned mutually covenant and agree as follows:

SECTION I. TERMS AND CONDITIONS:

A. BASIC SERVICES

H2M shall provide professional utility engineering services to the Township in relation to the operation, maintenance, improvement and expansion of the Water Supply and Sanitary Sewerage Systems in the Township of Mahwah on a nonexclusive basis. These services shall consist of the following:

1. Meetings and telephone discussions with Township Personnel and Township Council in reference to standard operational and maintenance problems relative to the water and/or sanitary sewer utility.
2. Assistance in review of the annual budgets for the water and sewer utilities.
3. Be available for field inspection and on-site meetings during periods of emergencies.
4. Review the water consumption data necessary to determine the annual NBCUA Sewer User Charge.
5. Review monthly flow data for the Ramapo River as submitted to the Township by the Spring Valley Water Company. (Suez). The data will be reviewed to determine if passing flow requirements were satisfied.
6. Prepare and submit periodic reports to the Township on the status and conditions of the system.
7. Review and suggest new or revised ordinances pertaining to the Township Water and Sanitary Sewerage System.

B. ADDITIONAL SERVICES

H2M shall provide additional utility engineer services on a task billed hourly basis when requested in advance by the Township Business Administrator in accordance with the Fee Schedule attached as Exhibit D. The total annual amount for services shall not exceed $50,000.00, for the term of this Agreement. Projects estimated in excess of $5,000.00 shall be approved in advance as "Special Projects" under Section C, below. All additional services shall be invoiced monthly.

C. SPECIAL PROJECTS

Upon request, H2M shall prepare a Proposal for Engineering Services and submit said Proposal to the Township for review and approval for services necessary for Special Projects in excess of $5,000.00 for the Township relative to the Water and/or Sanitary Sewer Utility. Written approval and a written Agreement shall be required for all Special Projects.

D. DEVELOPMENT APPLICATIONS

1. As requested, H2M shall review any development applications as they pertain to and affect the Township's Water and Sanitary Sewer Systems when requested to do so by the Planning Board, Zoning Board of Adjustment, or the Mayor and Township Council, and submit written reports as to findings.

2. H2M shall have conferences with and attend meetings of the Township Planning Board and/or Zoning Board of Adjustment and/or the Township, when so requested by the Board.

E. RECORDS

The Township agrees to make available the applicable records, files, and such other information concerning the existing water and sewer system within the Township as may be required, and to make available during municipal business hours such other information as may be reasonably necessary to assist H2M in performing their obligations as outlined in this Agreement.

F. RECORDS RETENTION

Pursuant to N.J.A.C. 17:44-2.2 the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

G. HOLD HARMLESS AGREEMENT

H2M covenants and agrees that it shall save the Township harmless from any and all third-party claims that may be filed either in equity or law to the extent caused by negligent acts, errors or omissions for work performed by H2M, its agents, servants, and employees, and said Engineer assumes full responsibility of the performance of all engineering undertakings contemplated herein.

H. SUBSTITUTES

As indicated in the Council's Resolution, Patrick K Cole, P.E. shall perform the services herein required of H2M. If Mr. Cole is unable to perform such services by reason of illness, vacation, conflict, or other reasonable cause, he will arrange for a temporary substitute engineer from H2M who is qualified to perform the

services in accordance with this Contract. In the event a permanent substitution is needed, the Township shall have the option of approving such substitute in advance or terminating the contract for convenience.

SECTION II. ENGINEERING FEE SCHEDULE

A. The contract price for the services to be rendered by H2M as set forth in Section I, Part A in accordance with the Agreement for a twelve-month period and paid to H2M by the Township upon the submission of properly drawn vouchers.

B. Payments to H2M for utility engineer "Additional Services" shall be in accordance with the Exhibit D Fee Schedule and shall be paid monthly.

C. Any work beyond the services described in Paragraphs IA and IB above shall be subject to prior written agreements and availability of funds.

D. 1. Payments to H2M for "Development Applications" including Subdivisions and Site Plans for residential, industrial and commercial developments shall be governed by N.J.S.A. 40:D-53 through 40:D-53.5 requiring the posting of Escrow Fees by applicants for development to address professional engineering review and inspection services rendered by H2M. Payments to H2M for "Development Application" work will be billed in accordance with the attached rate schedule.

2. Attendance at Planning Board meetings as, upon request, shall be at the hourly rate as per Exhibit "D" per meeting.

3. Individual plot plan review under Ordinance #689 shall be at the hourly rate as per Exhibit "D" per plan.

E. H2M will invoice the Township on a monthly basis for services rendered under Section I.B (Additional Services), I.C (Special Projects) and I.D. (Development Applications).

F. Separate invoices will be submitted for services rendered under I.B and I.C and for each application under Section I.D.

G. Each invoice will include the following information: For Labor costs: labor classification, employee name, number of hours worked, and hourly rate. For non-labor expenses: description of the item,

vendor name and invoice no. (if applicable), cost and handling charge (if any) and applicable sales or value-added taxes. Each invoice should also include the contract resolution number, contract not-to-exceed, to date billing, and contract balance or a cover letter or statement showing the same.

H. Payment of invoice is due within 30 days of submission of a property drawn voucher.

I. Payment of invoices for services rendered under Section I.D., will be governed by N.J.S.A. 40:D-53 through 40:D-53.5.

J. If the Township delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than H2M fault, H2M may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

K. If the Township terminates this Agreement prior to completion of the Basic Services, H2M shall be paid in full for services rendered and expenses incurred to the date of termination.

SECTION III. PUBLIC CONTRACTS LAW PROVISIONS – N.J.S.A. 40A:11-1

A. The services contemplated by this Agreement shall be performed under the supervision and direction of H2M.

B. It is understood that the within agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of professional engineering and consulting services is regulated by law and because the Water and Sanitary Sewer Consultant represents that their employees are authorized to practice said professional engineering and consulting and are licensed to do so in the State of New Jersey.

C. During the performance of this Agreement, H2M agrees to follow the affirmative action requirements as set forth in the Attached Exhibit A.

D. During the performance of this Agreement, The Township Utility Engineer agrees to incorporate into this Contract the Americans with Disabilities Act of 1990, as set forth in attached Exhibit "C".

E. H2M shall, within thirty (30) days of this Agreement of appointment, file, if applicable, Financial Disclosure Statement(s) required by Chapter 29 of the Law of New Jersey 1991.

F. Political Contribution Disclosure: This Agreement has been awarded to the Professional based on the merits and abilities of the Professional to provide the services as described herein. An invitation to bid for this Agreement was not advertised. Accordingly and pursuant to N.J.S.A. 19:44A-20.4 et seq., the undersigned does hereby attest that the Professional, 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 Agreement that would, pursuant to P.L. 2004, c19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement 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 Agreement is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the Agreement is awarded.

SECTION IV. GENERAL TERMS

A. H2M agrees that information, data, material, designs, scheme or plans developed, created or prepared for the Township shall be the sole and exclusive property of the Township. Unless the Township consents, no information, data or plans developed for it shall be used in whole or in part directly or indirectly without the prior written consent of the Township.

B. All original work; i.e., plans, reports, memoranda, pleadings, etc., are the property of the Township and shall be delivered to the Township prior to H2M receiving payment for same. H2M shall, if possible, prepare all material for the Township by way of computer and provide to the Township of Mahwah a disk, either floppy or hard disk, in addition to the hard copy of all such materials prepared. H2M shall be permitted to retain copies, including reproducible copies of work products for information and references.

C. The purpose of H2M visits to the construction work sites will be to provide for Mahwah a greater degree of confidence that the completed work will conform generally to its written requirements

and that the integrity of the design concept as reflected in the written requirements has been implemented and preserved by Contractor. H2M shall not, during visits or as a result of observations or inspections of construction work in progress, supervise, direct or have control over the work nor shall H2M have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and program incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the work. H2M can neither guarantee the performance of the work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the work in accordance with plans approved by the Township, agreements made between the Township and the project owner or other written requirements of the Township.

D. H2M does not represent the Service Instruments to be suitable for reuse by the Township or others. Any reuse without written verification or adaptation (subject to compensation as additional services) by H2M for the specific purpose intended is at Township's sole risk, without liability to H2M.

E. H2M may provide information related to the Service Instruments in computer-assisted design and drafting form (CADD) to the Township. CADD is derived in part from computer software for which H2M is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

F. The cost of constructing the Project (Construction Cost) means the total cost to the Client of those portions of the Project designed and specified in the Service Instruments. Construction Cost will not include H2M compensation and expense, the cost of land, rights of way or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others.

G. H2M has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market

conditions H2M opinion or probable Construction Cost is made on the basis of H2M experience and qualifications and represents H2M judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. H2M does not guarantee that proposals, bids or actual Project cost will not vary from H2M opinions of probable Construction Cost.

SECTION V. TERM

A. The term of the Agreement shall be for a period from the date of this Agreement, January 1, 2026 to December 31, 2026. This Contract is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 as a one-year contract and upon the appropriation of monies in the 2026 temporary appropriations and final budget.

B. Entire Agreement. This Contract includes all the terms and conditions of all agreements between the parties. Any changes to this Contract must be in writing and signed by both parties.

C. Termination. If the Professional fails to perform its obligations under the Contract, the Township may terminate the Contract if the Professional does not correct the deficiency within 14 days of notification of the deficiency.

D. Contract Not-To Exceed Amount. It is recognized and understood that in accordance with the Township's budget process, the professional services for this agreement shall not exceed a total of $50,000.00 without a resolution authorizing an amendment to this agreement to increase the compensation limitations established herein. In the event any services are provided which exceed this amount, the Township is not under any obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the vendor/professional to notify the Township prior to commencing work that will exceed the amount to exceed of the contract.

E. The professional agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC< Mun Clerk
Municipal Clerk

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

WITNESS/ ATTEST:

_____

H2M ASSOCIATES INC.,

By:_____
Patrick K. Cole, P.E.
H2M Associates, Inc.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

EXHIBIT "B"
INTENTIONALLY LEFT BLANK

EXHIBIT "C"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #014-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Insurance Agent and Risk Management Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed PIA- Professional Insurance Associates, A Division of Worldwide Insurance LLC, as Township Insurance Agent and Risk Management Consultant for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the appointment as 2026 Township Insurance Agent and Risk Management Consultant requires the consent of the Township Council; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, PIA- Professional Insurance Associates, A Division of Worldwide Insurance LLC, has completed and submitted a Business Entity Disclosure Certification which certifies that PIA has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has submitted a certification of availability of funds based upon the requirement that the by-laws of the Bergen County Municipal Joint Insurance Fund, of which the Township is a member, require payment to be made directly by the Bergen County Municipal Joint Insurance Fund; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of PIA- Professional Insurance Associates, A Division of Worldwide Insurance LLC and is desirous of awarding an Extraordinary Unspecifiable Services (EUS) contract to PIA- Professional Insurance Associates, A Division of Worldwide Insurance LLC for Insurance and Risk Management Services for the period of January 1, 2026 through December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract be and is hereby awarded to PIA- Professional Insurance Associates,

A Division of Worldwide Insurance LLC for Insurance and Risk Management Services for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A 40A:11-5(1)(m); N.J.S.A. 40A:11-15(6) and Local Finance Notice AU 2002-2; and

BE IT FURTHER RESOLVED, that the compensation to PIA- Professional Insurance Associates, A Division of Worldwide Insurance LLC shall be 6% of the Township's Bergen County Municipal Joint Insurance Fund Annual Assessment, as per the fund's by-laws, and payment shall be made to PIA directly by the Bergen County Municipal JIF: and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk and forward a copy of this Resolution to the Business Administrator, QPA, CMFO, the Assistant to the Business Administrator, and PIA- Professional Insurance Associates, A Division of Worldwide Insurance LLC, 429 Hackensack Street, P.O. Box 818, Carlstadt, N.J. 07072.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

WORLD
Professional Insurance Associates
A Division of World Insurance Associates, LLC
429 Hackensack Street
Carlstadt, New Jersey 07072
Large resources
Local relationships

November 4, 2025

Mr. Ben Kezmarsky
Borough Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

VIA Electronic Mail

TOWNSHIP OF MAHWAH
REQUEST FOR PROPOSAL (RFP) – RISK MANAGEMENT CONSULTANT

Dear Mr. Kezmarsky:

We are pleased to respond to "Request for Qualifications" for the positions of **Risk Management Consultant** for Calendar Year **2026.**

Specifically, we are submitting our credentials for consulting services associated with Property and Casualty insurance coverages, including, but not limited to:

General Liability	*Public Officials Liability*	*Workers Compensation*
Automobile Liability	*Police Professional Liability*	*Environmental Liability*
Excess (Umbrella) Liability	*Employment Practices Liability*	*Property*

as provided through the Municipality's membership in the **Bergen County Municipal Joint Insurance Fund (BCMJIF)** and at the state-level, the **Municipal Excess Liability Joint Insurance Fund (the MEL),** the **NJ Environmental Risk Management Fund (EJIF)** and the **newly established Cyber Joint Insurance Fund,** as well as any other insurance coverages secured through the commercial marketplace.

We appreciate the opportunity to be considered for this important position and formally submit our credentials and proposal to you and the Governing Body in response to the Public Notice and procurement documents promulgated by the Municipality. Our proposal submission seeks approval by the Governing Body in accordance with the process set forth by P.L. 2004, Chapter 19 (as amended by P.L. 2005, c.271) N.J.S.A.19:44A-20.4 et seq.

We at **PIA/World Insurance Associates** are extremely dedicated to the consulting and analytical services we provide our clients and are proud to be among the top regional firms providing such services to Municipalities, School Boards and Public Authorities, statewide. Naturally, we are always available to meet with you and/or the Governing Body to answer any questions related to our Proposal. Again, thank you for considering **PIA/World Insurance Associates.** We strive to be deserving of your trust and confidence.

Sincerely,

PROFESSIONAL INSURANCE ASSOCIATES
A Division of World Insurance Associates, LLC

Frank Covelli
Senior Vice President - Managing Director
Public Sector Insurance & Risk Services
FC:Aa
Enclosure(s)

WORLD

Professional Insurance Associates
A Division of World Insurance Associates, LLC

429 Hackensack Street
Carlstadt, New Jersey 07072

Large resources.
Local relationships.

RESPONSE TO:
REQUEST FOR PROPOSAL (RFP)

Bergen County, New Jersey
RISK MANAGEMENT CONSULTANT

James V. Gardella
Division Leader

Chuck Cavadini
Division President

Don Sciolaro
Senior Account Manager
Public Entity Division
Telephone 201 | 559 | 8139 Direct
Email donaldsciolaro@worldinsurance.com

Frank Covelli
Senior Vice President - Managing Director
Public Sector Insurance & Risk Services
Telephone 201 | 559 | 8134 Direct
Alternate [redacted] Cell
Email frankcovelli@worldinsurance.com

Renee Gear
Public Entity, Claims & Underwriting Associate
Telephone 201 | 438 | 7500 x470
Email reneegear@worldinsurance.com

PROFESSIONAL INSURANCE ASSOCIATES
A Division of World Insurance Associates, LLC

429 Hackensack Street
Carlstadt, NJ 07072

201-438-7500

www.pianj.com

REQUEST FOR PROPOSAL (RFP)
TABLE OF CONTENTS

Request for Proposal Response	4-7
Scope of Services	8-10
The Value We Provide	11-13
Our Team	14-21
Our References	22-23
Licensing & Certificates	24-30
Forms	31-40

WORLD

TOWNSHIP OF MAHWAH

Bergen County, New Jersey

REQUEST FOR PROPOSAL (RFP)

GENERAL INFORMATION

STATEMENT FOR

RISK MANAGEMENT CONSULTANT

DATE OF STATEMENT

November 4, 2025

SUBMITTING FIRM

Professional Insurance Associates,
A Division of World Insurance Associates, LLC
429 Hackensack Street
Carlstadt, NJ 07072
Telephone: 201/ 438-7500
Facsimile: 201/ 438- 8781

CONTACTS

Frank Covelli
Senior Vice President - Managing Director
Public Sector Insurance & Risk Services
Telephone: 201 | 559 | 8134 Direct
Alternate: [redacted] Cell
Email: frankcovelli@worldinsurance.com

Don Sciolaro
Senior Account Manager
Public Entity Division
Telephone: 201 | 559 | 8139
Alternate: [redacted]
Email: donaldsciolaro@worldinsurance.com

Asli Alici
Administrative Assistant
Public Entity Division
Telephone: 201 | 935 | 8900
Ext. 507
Email: aslialici@worldinsurance.com

CORPORATE STRUCTURE

Professional Insurance Associates is a wholly owned subsidiary of World Insurance Associates, LLC, with corporate offices located in Iselin, New Jersey. PIA continues to maintain offices at its original location of over 50 years in Carlstadt, NJ.

CORPORATE JUDGEMENTS/BANKRUPTCY

The firm is not now nor ever been in bankruptcy or re-organization proceedings, nor have there been any Judgements.

FULLY LICENSED

World Insurance Associates, LLC is fully licensed through the NJ Department of Banking & Insurance (NJDOBI) in the disciplines of Properly & Casualty, Accident, Health or Sickness, Personal Lines and Life. The applicable Licenses are included and in good standing.

PROFESSIONAL INSURANCE ASSOCIATES

WORLD

CORPORATE HISTORY

In **1957**, the DAG Agency was formed in Carlstadt, NJ by our Founder, Victor M. Gardella, the father of our current President, James V. Gardella. Within several years, Victor was building a successful full-service property and casualty insurance agency and parted with his two partners and renamed the business, Professional Insurance Associates. By **1978, PIA Security Programs** was added to deliver financial/welfare programs and services, including, Employee Health Benefits, Life Insurance, Business Continuity Planning, Employee Benefit Planning and Retirement Planning. The hiring and retaining of quality professionals served to steadily grow our business into one of the largest full-service insurance agencies in the region.

The Public Entity Department was led by Victor until **1997**, when Frank Covelli was hired to manage and expand the growing public entity sector business. Today, we have a team of six (6) full-time experienced professionals specifically dedicated to serving our public entity clients. Our Public Entity Department services over **Fifty** (50) public entities spanning **Six** (6) counties. Our commitment to providing the best service possible to our Public Sector clients is second to none and is evidenced by the duration of our relationships, with almost ***one-half*** of our Public Entity clients having been with us **20** to **30** years and one Municipality over ***60*** years.

In March of **2019, Professional Insurance Associates** announced its **merger** with **World Insurance Associates, LLC.** The merger joins two client- focused companies, well-positioned to provide greater "value-added" services, products and resources for the benefit of our combined client-base.

Make no mistake, the **guided** Principles of our founder, **Victor M. Gardella**, have been, and continue to be, at the **core** of **PIA's** proud and successful tenure of over **62** years.

QUALIFICATIONS/EXPERIENCE

PIA has over **60** years' experience as a Risk Management Consultant to public entities in New Jersey. We offer our Public Entity Clients over **200** years of cumulative experience through our dedicated team of highly trained professionals; committed to meeting the needs and objectives of our public entity clientele in both Property and Casualty, as well as Employee Health Benefits.

Prior to joining **PIA**, Frank Covelli served as a Fund Commissioner to the Morris County JIF during his tenure as a Township Administrator and later, served as an Account Manager to four (4) regional Property & Casualty JIF's, one (1) statewide Environmental Liability JIF and two (2) regional Health Insurance Funds (HIF's) in NJ.

Risk and Insurance cross all Municipal Departments and no task is too small or too large for us to tackle with our clients. The service we provide is second to none and in fact sets us apart from our peers and competitors. We view our job as an extension of Administration, Finance and Human Resources and as a valuable resource for DPW, Police, Recreation Departments, and our Emergency Service Volunteers.

We currently serve as the **RMC** and/or **Health Benefits Consultant** to *over* **60** Public Entities in northern New Jersey spanning Bergen, Camden, Morris, Passaic, Somerset & Sussex Counties. **PIA** is recognized as one of the Top Tier Risk Managers to Public Entities, statewide. Our service and responsiveness is the cornerstone to our long-term relationships with our Public Entity clients.

PIA routinely offers recommendations to the Insurance Program (both Property & Casualty AND Employee Health Benefits), which result in greater insurance coverage and/or reduced cost to the Municipality and its related entities.

Both **PIA** and **World Insurance Associates** have extensive relationships with a number of commercial carriers specializing in Employee Health Benefits and those Property and Casualty coverages not provided by the JIF.

QUALIFICATIONS/EXPERIENCE *(continued)*

CERTIFICATIONS & ACCOMPLISHMENTS

- The firm is among a select handful Statewide, chosen to provide Employment Practices/Public Officials Liability (EPL/POL) training to Managers and Supervisors and also to provide Anti-Harassment / No Tolerance training for non-managerial personnel. The firm enjoys a long-standing presence in both public sector insurance needs and in the communities of northern New Jersey.
- Accreditation - MEL Accredited Risk Manager Program.
- Associate Member - Bergen County Police Chiefs Association (BCPCA)
- Associate Member - Bergen County 200 Club
- Advisory Committee Member – NJ Public Risk Management Association (NJ PRIMA)
- A longstanding local presence with a proud history of serving and investing in our communities:

Carlstadt Little League
East Rutherford HS Sideline Club
East Rutherford Junior Football
Athletic Sponsorships
Education Foundations
Bergen County Police Chief's Association
The V Foundation
Boys & Girls Clubs
Rutherford Little League
Scholarship Funds
Bergen County 200 Club
Hackensack Univ. Medical Ctr
The Lions Club
Chambers of Commerce
Rotary International
Recreation Foundation

COMPENSATION

For the position of **RISK MANAGEMENT CONSULTANT,** as it relates to coverages attained through the Municipality's Membership in the **BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND**

The Municipality authorizes payment as compensation for services rendered, an amount equal to **six percent (6%)** of the Municipality's Annual Assessment as promulgated by the **BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND.** Said fees shall be paid by the Municipality to the Consultant within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the Municipality.

For all Other Insurance Coverages
For all other coverages authorized by the Municipality, including but not limited to: Accident & Health, Disability, Group Dental, Group Life, etc. the Consultant shall receive, as full compensation, the normal brokerage commissions paid by the insurance company/carrier.

Termination:
Either party may cancel the Agreement at any time by mailing to the other, written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be pro-rated to the date of termination.

PIA PUBLIC ENTITY SERVICE TEAM

- PIA's PUBLIC ENTITY SERVICE TEAM IS ATTACHED AS A SEPARATE DOCUMENT WITHIN THE RFP PACKET

INSURANCE COVERAGES

As a Professional Services company dedicated to Public Entity clientele, we maintain:

- NJ Business Registration Form ***(in good standing and included)***
- NJ Affirmative Action Certification (approval through 2025 and included)
- Provides at its own cost and expense, the following insurance coverages (As attached or evidenced accordingly):

✓ **Workers Compensation:**
NJ Statutory Limits ==> $1,000,000 - Employers Liability.

✓ **General Liability:**
Limit of Liability ==> $2,000,000 per Occurrence; $4,000,000. Aggregate

✓ **Crime:**
NJ Statutory Limits ==> $2,000,000 - Employers Liability.

✓ **Automobile:**
Limit of Liability ==> $2,000,000. CSL (non-owned and hired autos)

✓ **Excess (Umbrella) Liability:**
Limit of Liability ==> $10,000,000 per Occurrence; $10,000,000. Aggregate

✓ **Professional Liability (E&O):**
Limit of Liability ==> $10,000,000 Occurrence/$10,000,000. Aggregate

✓ **Employment Practices Liability (EPL)**
Limit of Liability ==> $5,000,000 Occurrence/Aggregate (Attached)

The Municipality would be named as an "Additional Insured" on the policies (whenever possible), with the Certificate of Insurance reflecting such.

SCOPE OF SERVICES

RISK MANAGEMENT CONSULTANT

SCOPE OF SERVICES

RISK MANAGEMENT CONSULTANT

MISSION STATEMENT

We strive to excel with the unique and often complex needs of each individual client. To achieve our goal of unparalleled service to our public entity clientele, our highly trained staff has, at its core:

- A foundation of collective experience that spans over 150 years and melds Property & Casualty and Employee Benefits with Municipal Governance to achieve the best outcome for our Clients.
- We have invested significant resources in the systems and software necessary to effectively track, disseminate, model and analyze data as a foundation to provide reliable and accurate insight that achieves superior consulting services.
- A thorough knowledge and understanding of Public Entity Insurance and all applicable ancillary coverages.

A) PIA will assist the Municipality in identifying its insurable exposures with respect to the Property & Casualty Insurance Program and to recommend professional methods to reduce, assume or transfer the Risk or Loss.

B) Assist the Municipality in understanding the various coverages afforded through its membership in the **Bergen County Municipal Joint Insurance Fund (BCMJF)**, including but not limited to the following:

General Liability	Public Officials Liability	Workers Compensation
Automobile Liability	Police Professional Liability	Crime / Statutory Bonds
Excess (Umbrella) Liability	Employment Practices Liability	Property
Environmental Liability	Employee Benefits Liability	Cyber Liability

C) Review with the Municipality, any additional coverage(s) the RMC determines should be secured, but is not available from the Fund and, subject to the Municipality's authorization, place such coverage with a conventional insurance carrier. Such coverages may include:

- Flood Coverage - As applicable to Public Structures in the Flood Zone
- Accident and Sickness Policy for Emergency Service Volunteers
- Accident and Health Policy for volunteer organizations and recreation program participants.

D) Advise of the implications associated with Special Events including:

Community Day/Festival	Fireworks and/or Amusements
Sports Events	Parades
Holiday Events	Farmer's Market

E) PIA will communicate specific requirements of the Fund to ensure safety and liability compliance and advise the Municipality of the special events coverage that may be required.

F) Assist in the preparation and completion of the JIF Renewal, as well as Applications, Statements of Values and similar Underwriting documents requested by either the Fund or Carrier.

G) Review insurance requirements for bid specifications, review Certificates of Insurance and provide coverage and risk management strategies for:

Vendors	Professionals	Contractors	Soil Movement

H) Review Municipal Assessment/Premium, as prepared by the Fund or Carrier and advise the Municipality through:

- Annual Insurance Analysis and Budget Letter

I) Conduct Quarterly Safety Committee Meetings that include:

- Meeting Agenda & Written Report, specifically containing:
  - Review of Claims incurred for the Quarter and YTD
  - Loss Time Accident Frequency (LTAF) for the Municipality and the JIF
  - Safety Incentive Program (SIP) Municipal Standing
  - Review of Loss Control & Engineering Reports
  - Risk Management strategies for Municipal Operations and Functions

J) Assist in the settlement of claims, advocating for the Municipality to receive the most appropriate settlement. PIA is proud of the exceptional relationships we have with both the TPA's adjudicating claims on behalf of the JIF and the Claims Departments for the various commercial carriers.

K) Attend meetings of the Fund and keep the Municipality apprised of Fund operations. We serve on a number of Committees at the MEL and individual JIF level. A sampling includes:

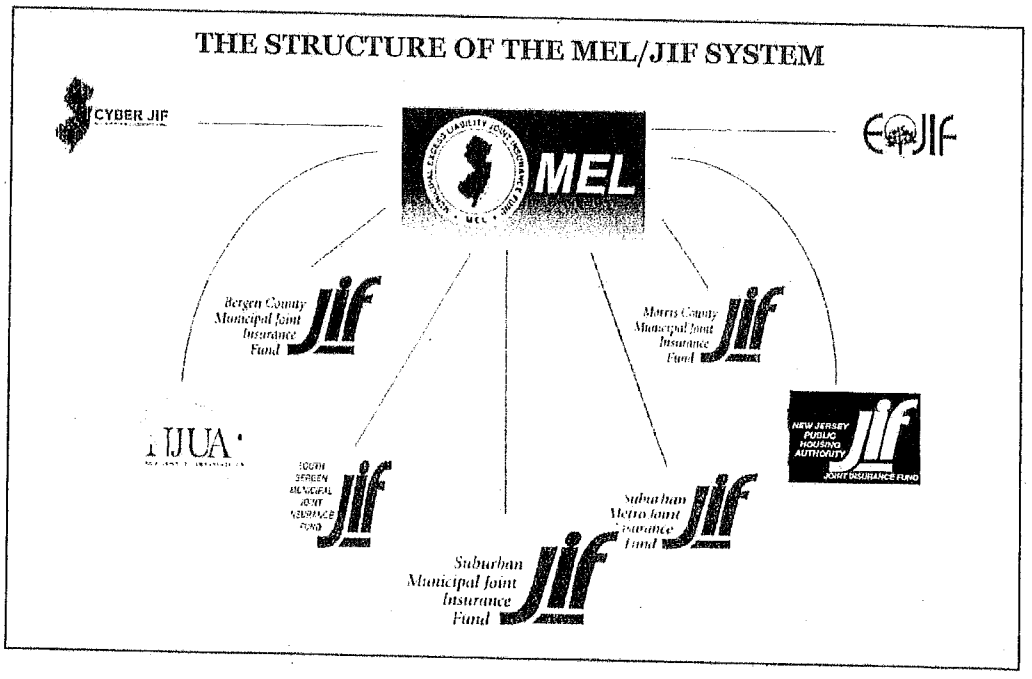
MEL

Coverage Committee
Sub-Coverage Committee
Legislative Committee
Safety & Education

JIF

Management Committee
Claims Committee
Executive Safety Committee

L) Prepare and present an Annual Report for the Governing Body outlining the Fund's financial performance, coverages and services.



THE VALUE WE PROVIDE

WORLD

PROFESSIONAL INSURANCE

VALUE ADDED SERVICES

"What Value does an Effective Risk Manager Provide?"

At **Professional Insurance Associates (PIA)**, we perform a wide array of services to provide effective risk management and advocate for efficient and fair claims settlement.

ADVOCATE **ANALYZE** **CONSULT** **RECOMMEND**

ADVOCATE

WORKING WITH OUR EXTENSIVE NETWORK OF CONTACTS THROUGHT THE JIF/MEL ORGANIZATION AND ITS THIRD-PARTY PROFESSIONALS, WE WORK TO SECURE OUR CLIENTS A FAIR AND REASONABLE SETTLEMENT ON ALL OF THEIR CLAIMS

TURF FIELD DESTROYED BY FLOODWATERS

What PIA Did...

- Obtained an immediate $50,000 cash advance from the Joint Insurance Fund
- Coordinated Flood Claims with National Flood & JIF/MEL to maximize payout
- Succeeded in securing JIF/MEL to provide coverage that was rejected by Federal Flood and FEMA. Obtained almost $500,000 for Replacement of Turf Field

DAMAGE TO FIRE DEPARTMENT PUMPER TRUCK

What PIA Did ...

- Claim for Damage to Pumper Truck was DENIED by the JIF – Deemed Wear and Tear.
- PIA Advocated the Cause of Loss was a Covered Peril and ultimately obtained Coverage for the Claim... MUNICIPALITY Prevailed in Obtaining almost $ 43,000.

FIRE LOSS – HISTORIC BUILDING

Municipality suffered a Catastrophic Fire to a Municipally owned Historic structure. The Loss was further complicated by the varying ages of sections of the building dating from the 1780's to the 1950's.

What PIA Did ...

- PIA effectively navigated this complex Claim through the MEL and Excess Property Carrier to reach a final global settlement of over $2 Million
- Despite the complexity of the Claim, settlement was reached in less than six (6) months.

ANALYZE WE LOOK AT EACH CLIENT INDIVIDUALLY TO ASSESS THEIR NEEDS AND CURRENT POLICIES. A TYPICAL ANALYSIS OFTEN REVEALS REDUNDANCIES OR OTHER INEFFICIENCIES THAT ADD UNNECESSARY COST. AS IMPORTANT, THE ANALYSIS CAN ALSO IDENTIFY AREAS WHERE COVERAGE MAY BE INADEQUATE.

REDUNDANT BOND COVERAGE

What PIA Did ...

- Through our initial audit of coverages upon Appointment as the RMC, PIA identified several redundant Public Official Bonds that were being secured both in the commercial market and through the MEL / JIF. The commercial bonds were cancelled at an approximate annual savings of $8,000.

(continued)

CONSULT

WE PROVIDE GUIDANCE ON BEST PRACTICES TO MAINTAIN EFFICIENCY WHILE IMPLEMENTING RISK MANAGEMENT STRATEGIES IN AN EFFORT TO REDUCE, ELIMINATE OR TRANSFER RISK. WE ALSO PROVIDE ADVANCED AND EARLY NOTIFICATION REGARDING CHANGES IN COVERAGE DUE TO REVISED JIF/MEL POLICY OR STATE REGULATION.

LIBRARY COVERAGE

What PIA Did ...

- Performed Insurance Audit shortly after our Appointment as RMC – Identified the Library (Entire Insurance Program) was insured outside the JIF.
    - LIBRARY Coverage through the JIF – Savings of over $3,500

EMERGENCY SERVICES – DIFFERENT CARRIERS & COVERAGE LIMITS

What PIA Did ...

- Upon our appointment as the RMC, the Fire Department Accident & Sickness Policy was with VFIS, while the Ambulance Corps Accident & Sickness Policy was with The Hartford Insurance Co. The policies were written with different coverage limits.
- Our Office immediately worked with VFIS to combine the policies and standardize the coverage to ensure all Emergency Service Volunteers (Ambulance Corps; OEM; and Fire Companies) were provided equal benefits. The Governing Body invested the savings achieved through combining the policies and increased the Accidental Death & Dismemberment (AD&D) Limit for all volunteers.

ELECTED OFFICIALS TRAINING

What PIA Does ...

- PIA is among a select few of RMC's state-wide, authorized to conduct the annual Elected Officials training, which earns the Municipality a $250 credit off the annual assessment for each Elected Official attending the Training.

SAFETY COMMITTEE LEADERSHIP

What PIA Does ...

- PIA schedules and manages the Quarterly Safety Meetings attended by a variety of key personnel representing nearly every department. In a typical meeting we review recent Loss Time Accident Frequency and injury reports, potential training programs to avoid future incidents, bulletins and other safety notices from the MEL.

RECOMMEND ONCE AN ANALYSIS AND CONSULTATION IS COMPLETED, WE CAN IDENTIFY VARIOUS OPTIONS FOR CONSIDERATION TO MEET THE NEEDS OF THE CLIENT.

RECREATION POLICY - SIGNIFICANT REDUCTION IN PREMIUM

What PIA Did ...

- Upon Appointment as the RMC, analyzed the existing Accident policy and renegotiated a Premium reduction utilizing the existing carrier, resulting in a premium reduction from $8,600 to $2,400.

OUR TEAM

WORLD

PIA/WORLD INSURANCE

James Gardella
Principal, President
45 years of experience

P: (201) 559-8142
E: jamesgardella@worldinsurance.com

David Murphy
Principal, Vice President – Claims Department
41 years of experience

P: (201) 438-7500
E: davidmurphy@worldinsurance.com

A TEAM OF LICENSED INSURANCE PROFESSIONALS DEDICATED TO OUR CLIENTS.

Over 282 Years of Cumulative Experience.

Chuck Cavadini
Principal, Vice President
39 years of experience

P: (201) 559-8133
E: chuckcavadini@worldinsurance.com

Andrew Fisher
Senior Underwriter
Commercial Division
17 years of experience

P: (201) 559-8159
E: andrewfisher@worldinsurance.com

THE PIA PUBLIC ENTITY TEAM

Frank Covelli
Principal, Senior VP
Managing Director
Municipal Claims Advocate
*27 years of experience

P: (201) 438-7500 ext. 492
E: frankcovelli@worldinsurance.com

Don Sciolaro
Senior Account Manager
Municipal Claims Advocate
11 years of experience

P: (201) 559-8139
E: donaldsciolaro@worldinsurance.com

Tracey Flannery
Principal, Account Manager
Municipal Claims Advocate
32 years of experience

P: (201) 559-8141
E: traceyflannery@worldinsurance.com

Renee Gear
Public Entity Claims & Underwriting Associate
Municipal Claims Advocate
25 years of experience

P: (201) 438-7500 ext. 470
E: reneegear@worldinsurance.com

Lisa Sabato
Senior Client Services Representative
Municipal Claims Advocate
43 years of experience

P: (201) 438-7500 ext. 504
E: lisasabato@worldinsurance.com

Asli Alici
Administrative Assistant
Public Sector Insurance
2 years of experience

P: (201) 935-8900 ext. 507
E: aslialici@worldinsurance.com

LARGE RESOURCES.

FOR CERTIFICATE REQUESTS

Email:
donaldsciolaro@worldinsurance.com
traceyflannery@worldinsurance.com
aslialici@worldinsurance.com

LOCAL RELATIONSHIPS.

**Does not include Frank's Public Sector service as a Municipal Business Administrator.*

OUR TEAM

James V. Gardella
Principal Division President

Guiding Mission:
For Professional Insurance Associates and PIA Security Programs to deliver exceptional professional service to our clients. We take pride in maintaining a professional staff with many years of experience in the Public Entity, Commercial and Personal Insurance markets.

- Graduate of Fairleigh Dickinson University

  Attended the Professional School of Business and obtained his Insurance Broker Licenses for Property, Casualty, Life & Health

- Began his insurance career in 1978 as a Producer for Property, Casualty, Surety, and Life & Health Insurance products

- Attended the Aetna Casualty & Surety Agents Sales School in 1979 and became the Marketing Manager of Professional Insurance Associates, Inc. in 1983

- Assisted in the formation of the South Bergen Municipal Joint Insurance Fund in 1986

- Attended the Aetna Casualty & Surety Elite Advanced Management Conference I & II in 1990

- Appointed Executive Vice President in 1992 with full responsibility for all Operations

- Appointed President of Professional Insurance Assoc., Inc. and P.I.A. Security Programs, Inc. in 2003

- Current/Past member of the Insurance Agents Advisory Committee for the following insurance companies:

  Aetna Casualty & Surety Co.,
  Travelers/First Trenton Indemnity Company
  National Assoc. Of Insurance Agents & Brokers
  CNA Insurance Company
  CGU/General Accident Insurance Company
  St. Joseph Regional HS – Board of Consultants

- PIA has a long and proud history of contributing and investing in the Communities we live and serve:

  Carlstadt Little League
  East Rutherford HS Sideline Club
  East Rutherford Junior Football
  The V Foundation
  Boys & Girls Clubs
  Rutherford Little League
  Hackensack Univ. Medical Ctr.
  The Lions Club
  Chambers of Commerce
  Rotary
  Numerous Athletic Sponsorships and Scholarship Funds

OUR TEAM

Frank M. Covelli

Principal/Senior Vice-President & Managing Director
Public Sector Insurance & Risk Services

Frank is a graduate of *Drew University, Madison, NJ* with a BA in Economics and Political Science. His extensive governmental experience has included service as a Congressional District Manager and a Municipal Business Administrator. He and his family have resided in the Borough of Wanaque for over twenty-five years and have been involved with many civic activities and endeavors.

His insurance career began at a relatively early period in the Joint Insurance Fund movement, where he served as an Account Manager for both Joint Insurance Funds (JIF's), which provide Property, Casualty and Environmental Liability coverages and Health Insurance Funds (HIF's), which provide Health Benefits for Public Employees to numerous municipalities throughout New Jersey. Specifically, he was responsible for the operation and oversight of four (4) Joint Insurance Funds (JIF's) and two (2) Health Insurance Funds (HIF's) with collective budgets exceeding twenty-nine million dollars ($29 million) annually.

He joined the PIA professional team in 1997 as a Senior Commercial Account Specialist and Manager of the Public Entity Department. Highlights of Frank's accomplishments within the industry include:

Instructor	Employment Practices Liability Training for Managers & Supervisors Risk Management for Elected Officials Certified RMC Accreditation *NJ Municipal Excess Liability JIF – The MEL*
Past Instructor	"Municipal Government Insurance Issues" *Center for Government Services, Rutgers University*
Presentations	Municipal Risk Management and Risk Financing *Municipal Clerks Association of NJ* National Flood Insurance Program (NFIP) *Public Works Association of NJ (PWANJ)*
Appearances	CNN and CNN HEADLINE News
Service	Wanaque Valley Regional Sewerage Authority - Chairman Wanaque Borough Board of Adjustment - Member Wanaque 911 Memorial Committee - Chairman Wanaque Little League & Boy's Basketball - Coach Past Member – Vernon Township Ambulance Squad Past Member – Bloomingdale Planning Board Several Statewide Insurance Committees focusing on PE Exposure & Coverage
Interests	Camping and Traveling, Working on the House or in the Yard Riding my Motorcycle (a Harley, of course)

WORLD

OUR TEAM

Donald Sciolaro
Senior Account Manager
Public Entity Division

Don is a graduate of *Fairleigh Dickinson University* with a Master's Degree in Public Administration (MPA) and *Seton Hall University* with a BA in Political Science. His extensive governmental experience includes service as a

- Congressional District Manager
- Six (6) term Councilman in the Borough of Waldwick
- Waldwick Council President
- Chair - Financial and Administration Committee

He and his family have resided in the Borough of Waldwick for twenty-nine years and has been involved with many sports programs, civic activities, and endeavors,

He joined the PIA team in 2021 as a Senior Account Manager in the Public Entity Division.

Prior to joining PIA, Don served as the Executive Director of the Foundation for Supply Chain Solutions (F4SS), a non-profit organization representing the food, beverage and personal care industry. At F4SS he led the effort to create Continuous Improvement and Risk Management standards and best practices. Previously, he served as Chief Executive Officer of the National Kitchen & Bath Association (NKBA) where he managed the annual renewal of all property & casualty and workers compensation policies as well as all elements of the employee benefits program. Prior to that, Don served as the Senior Regional Manager of the National Association of Manufacturers (NAM).

Community & Public Service:	Bergen County JIF - Executive Board Member Bergen County JIF - Fund Commissioner NW Bergen Community Development Block Grant Committee Waldwick Library Board of Trustees - Member (25 years) Waldwick Library Board of Trustees - Recording Secretary Highlands Community Association - Past President Waldwick Soccer Association - Former Coach Waldwick Baseball and Softball Association - Former Coach Knights of Columbus - Past Grand Knight (PGK)
Interests:	Tennis, Participating in 5K Races, Family Trips

WORLD

OUR TEAM

Renee E. Gear

Public Entity Claims & Underwriting Associate

Renee attended William Paterson University with a focus toward nursing and communications. Renee has been working in the healthcare industry for over twenty (20) Years. She first served as Claims Biller and subsequently advanced to become Office Manager for two (2) medical practices.

She obtained her NJ Health/Life License in 2009 and joined PIA Security Programs, Inc., soon thereafter, where she has incorporated her in-depth knowledge of the healthcare industry, claims filing and claims processing to serve as an Advocate for our Public Entity clients in the resolution of their claims issues.

Our clients have come to rely on Renee's professional, courteous and compassionate approach to assisting in claims resolution, as well as addressing their questions and concerns.

Most recently, Renee obtained her Property & Casualty license in 2020.

Lisa Sabato

Client Services Representative - Public Entity Department

Lisa has been working in the insurance industry for over forty-three (43) Years. She first served as a Customer Service Representative and worked her way up to become an Account Manager for a large insurance broker handling large Prescription Drug, Dental and Life Clients.

Lisa attended Montclair State University with a focus toward Business Administration. She obtained her NJ Life License in 1985 along with her NJ Health License in 2022 and joined The PIA Security Program Team in February, 2021.

Lisa has been focused on customer service and specifically helping her client's needs with claim issues, enrollment and prides herself with helping all her clients through different and complex issues, whether by phone, email or a face to face meeting.

In her spare time Lisa enjoys antiquing, cooking and is a collector of fine art.

OUR TEAM

Tracey L. Flannery
Account Manager
Municipal Claims Advocate

Tracey has been an insurance professional for over 27 years and has been involved in all aspects of insurance at the Agency-level.

She has been a NJ Licensed Insurance Professional with PIA, Inc. for over 25 years and is licensed in Life & Health as well as Property & Casualty.

During her tenure, Tracey has worked in the Personal Lines Department in underwriting and claims, the Commercial Lines Department in underwriting and claims, and in the Public Entities Department, where she is involved in underwriting policies and assisting in the settlement of claims.

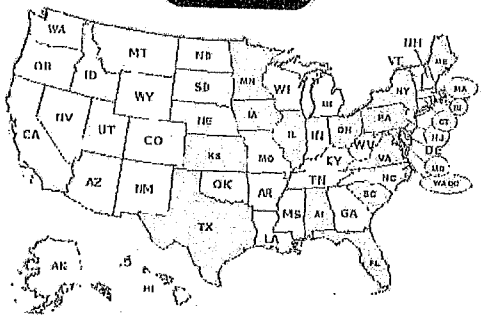
Her dedicated service to our Public Sector clients spans over 15 years and Tracey serves on the front lines of service every day.

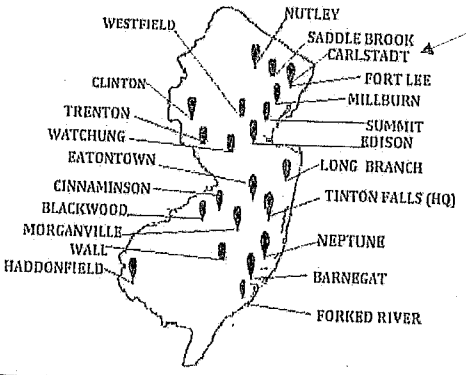
WORLD

Large Resources, Local Relationships

300+ OFFICE LOCATIONS NATIONWIDE

ARKANSAS | CONNECTICUT | FLORIDA | ILLINOIS | INDIANA | IOWA | KANSAS | LOUISIANA | MAINE | MARYLAND | MASSACHUSETTS | NEW JERSEY | NEW YORK | NORTH CAROLINA | OHIO | OKLAHOMA | PENNSYLVANIA | RHODE ISLAND | SOUTH CAROLINA | TEXAS | VIRGINIA





- 290 N Main St, Barnegat Township, NJ, 08005; 900 NJ-168, Blackwood, NJ, 08012;
- 429 Hackensack St, Carlstadt, NJ 07072; 101 Route 130 South, Cinnaminson, NJ,08077;
- 6 Leigh Street, Clinton, NJ, 08809; 505 Thornall Street, Suite 205, Edison, NJ, 08837;
- 429 Lacey Rd Suite 6, Forked River, NJ, 08731; 1 Bridge Plaza N Suite 228, Fort Lee, NJ, 07024;
- 44 Tanner St, Haddonfield, NJ, 08033; 541 Broadway, Long Branch, NJ 07740;
- 288 Main Street, Millburn, NJ, 07041; 4900 Route 33, Suite 103, Neptune, NJ, 07753;
- 410 Franklin Ave, Nutley, NJ, 07110; 299 Market St, Saddle Brook, NJ, 07663;
- 119 Summit Ave, Summit, NJ, 07901; 656 Shrewsbury Ave, #200, Tinton Falls, NJ 07701;
- 877 Brunswick Ave, Trenton, NJ, 08638; 860 NJ-168 STE 204, Blackwood, NJ, 08012;
- 1821 NJ-71, Wall Township, NJ, 07719; 501 Watchung Ave, Watchung, NJ, 07069;
- 325 North Ave East, Westfield, NJ, 07090;

OUR REFERENCES

Our References

We are proud of the company we keep, as demonstrated by the diverse and valued references listed below.

COUNTY OF BERGEN
JON RHEINHARDT
Chief Financial Officer
201.336.7335
jrheinhardt@co.bergen.nj.us

COUNTY OF MORRIS
PETER GORDON
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TOWNSHIP OF MOUNT OLIVE
CLAUDIA TOMASELLO-QUINN
Assistant Township Administrator
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BOROUGH OF HADDONFIELD
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smccullough@haddonfield-nj.gov

BOROUGH OF MIDLAND PARK
WENDY MARTIN
Borough Administrator
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wmartin@midlandparknj.gov

BOROUGH OF PARAMUS
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Chief Financial Officer
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sluna@paramusborough.org

BOROUGH OF CHATHAM
KAREN FORNARO
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BOROUGH OF RIVERDALE
PAUL CARELLI
Mayor
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MUSCONETCONG SA
JAMES SCHILLING
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BOROUGH OF KINNELON
JAMES FREDA
Mayor
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SUSSEX COUNTY MUA
TIM DAY
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BOROUGH OF RAMSEY
BRUCE VOZEH
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TOWNSHIP OF RANDOLPH
GREG POFF
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BOROUGH OF MONTVALE
JOE VOYTUS
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201.391.5700
jvoytus@montvaleboro.org

BOROUGH OF RINGWOOD
SCOTT HECK
Borough Manager
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scheck@ringwoodnj.net

BOROUGH OF FAIR LAWN
KURT PELUSO
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BOROUGH OF WOODCLIFF LAKE
TOMAS PADILLA
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BOROUGH OF RUTHERFORD
ROBERT KAKOLESKI
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BOROUGH OF FRANKLIN LAKES
GREGORY HART
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TOWNSHIP OF ALLAMUCHY
DEBBIE BONANNO
Council President
908.852.5132
dbonanno@allamuchynj.org

BOROUGH OF SADDLE RIVER
RICHARD MOLINARI
Borough Administrator
973.327.2609
rmolinari@saddleriver.org

TOWNSHIP OF LITTLE FALLS
VINCENT QUATRONE
Township Administrator
973.890.4500
vquatrone@lfnj.com

MANCHESTER REGIONAL HIGH SCHOOL
LAMEKA AUGUSTIN
Business Administrator
973.389.2842
laugustin@mrhs.net

BOROUGH OF LODI
SCOTT LUNA
Mayor
973.365.4005
sluna@lodi-nj.org

LICENSING
&
CERTIFICATES

License No: [redacted]

State of New Jersey

NPN: [redacted]

Department of Banking and Insurance

WORLD INSURANCE ASSOCIATES LLC

100 WOOD AVE S FL 4
ISELIN NJ 08830-2716

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES

This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee mailing address approximately 30 days prior to the license expiration date.

LICENSE TYPE	LINES OF AUTHORITY	EFFECTIVE DATE	EXPIRATION DATE
Insurance Producer	Accident & Health or Sickness; Casualty; Life; Personal Lines; Property; Surplus Lines	06/01/2026	05/31/2027

Justin Zimmerman

The department maintains an informative website at www.dobi.nj.gov. Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

Department Contact Information
web site: www.dobi.nj.gov
phone: (609) 292-4337
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.
Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**
Mailing Address: Department of Banking and Insurance
20 West State Street
P.O. Box 327
Trenton, NJ. 08625-0327

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
World Insurance Associates LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 Wood Avenue South, 4th floor

Requester's name and address (optional)

6 City, state, and ZIP code
Iselin, NJ 08830

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/2/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1674120 FOR WORLD INSURANCE ASSOCIATES LLC IS VALID.

Return

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WORLD INSURANCE ASSOCIATES LLC
Trade Name:	
Address:	100 WOOD AVE 4TH FLR ISELIN, NJ 08830
Certificate Number:	1674120
Effective Date:	November 01, 2011
Date of Issuance:	October 24, 2025

For Office Use Only:

20251024154725080

Certification 61110

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-Nov-2022 to 15-Nov-2025

WORLD INSURANCE ASSOCIATES, LLC
656 SHREWBURY AVE., SUITE 200
TINTON FALLS NJ 07701

ELIZABETH MAHER MUOIO
State Treasurer

PLEASE BE ADVISED

The Corporate address listed on this Certificate is in the process of being updated with the State of New Jersey as all Corporate functions have relocated to the Iselin location.

1.29. updated

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Thalia Brown
World Insurance Associates, LLC 100 Wood Avenue South, 4th Floor Iselin NJ 08830	PHONE (A/C, No, Ext): (732) 380-0900 FAX (A/C, No): (732) 380-0909 E-MAIL ADDRESS: ThaliaBrown@worldinsuranceassociates.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
World Insurance Associates, LLC WORLD-1 100 Wood Avenue South, 4th Floor Iselin NJ 08830	INSURER A : Chubb Custom Insurance Company	38989
	INSURER B : Chubb Insurance Company of NJ	41386
	INSURER C : Pacific Employers Insurance Company	22748
	INSURER D : Continental Casualty Company	20443
	INSURER E : Continental Insurance Company of NJ	42625
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 308855629** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	12/2/2024	12/2/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			[redacted]	12/2/2024	12/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB EXCESS LIAB DED RETENTION $ OCCUR CLAIMS-MADE			[redacted]	12/2/2024	12/2/2025	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	12/2/2024	12/2/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D E A	Crime EPLI Blanket BPP			[redacted]	5/30/2025 5/30/2025 12/2/2024	5/30/2026 5/30/2026 12/2/2025	Policy Limits EPLI Blanket BPP	5,000,000 5,000,000 21,427,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation (FL) - 71840132 - Federal Insurance Company - 12/2/2024-12/2-/2025 - Limit $1,000,000

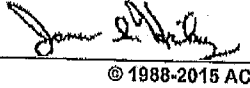
CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Simpson
World Insurance Associates, LLC 656 Shrewsbury Ave Suite 200 Tinton Falls NJ 07701	PHONE (A/C, No, Ext): 732-380-0900 FAX (A/C, No): E-MAIL ADDRESS: jessicasimpson@worldinsurance.com
License#: BR-961573	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED WORLINS-01 WORLD INSURANCE ASSOCIATES LLC 100 Wood Avenue South, 4th Floor Iselin NJ 08830	INSURER A : Continental Casualty Company 20443 INSURER B : Arch Insurance Company 11150 INSURER C : Ironshore Indemnity Inc. 23647 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 653690595 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	E&O (5M Primary)			[redacted]	5/30/2025	5/30/2026	Policy Limits	$5,000,000
C	E&O (5Mx5M)				5/30/2025	5/30/2026	Policy Limits	$5,000,000
B	E&O (5Mx10M)				5/30/2025	5/30/2026	Policy Limits	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E&O (5MX15M) - Berkshire Hathaway Specialty Insurance Company - 47-EPF-334819-02 - 5/30/2025-5/30/2026 - Policy Limits 5,000,000
E&O (5MX20M) - XL Specialty Insurance Company - ELU203866-25, 5/30/2025-5/30/2026 - Policy Limits 5,000,000
E&O (5MX25M) - Axis Insurance Company - P-001-001623251-01, 5/30/2025-5/30/2026 - Policy Limits 5,000,000
E&O (5MX30M) - AIG Assurance Company - 01-421-75-57, 5/30/2025-5/30/2026 - Policy Limits 5,000,000

Professional Insurance Associates, a Division of World Insurance Associates, LLC
PIA Security Programs, a Division of World Insurance Associates, LLC

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FORMS

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Organization: **Professional Insurance Associates, A Division of World Insurance Associates, LLC**

Address: **100 Wood Avenue S, 4th Fl, Iselin, NJ 08830**

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☑ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address
Charles Bank Capital Partners	200 Clarendon St, 54th Fl Boston, MA 02116
Goldman Sachs Asset Management	200 West Street New York, NY 10282

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Mahwah*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Mahwah*** to notify the ***Township of Mahwah*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Mahwah*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frank Covelli	Title:	Sr. VP – Public Entities
Signature:		Date:	11/5/2025

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Professional Insurance Associates, *A Division of World Insurance Associates, LLC*		
Address:	429 Hackensack Street – P.O. Box 818		
City:	Carlstadt	State: NJ	Zip: 07072

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Frank Covelli	Sr. VP – Public Entity Dept.
	Printed Name	**Title**

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☑ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
THIS SERVICE PROVIDER DID NOT MAKE ANY REPORTABLE CONTRIBUTIONS IN CALENDAR YEAR 2025 TO ANY MUNICIPALITY, SCHOOL DISTRICT OR TO ANY PUBLIC ENTITY THAT AWARDED A CONTRACT FOR PROFESSIONAL SERVICES TO THIS SERVICE PROVIDER, EXCEPT PUBLIC ENTITIES THAT AWARDED THE CONTRACT ON AN OPEN AND FAIR BASIS.			

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$
THIS PAGE WAS INTENTIONALLY LEFT BLANK			

☐ Check here if the information is continued on subsequent page(s)



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, **Professional Insurance Associates (PIA)**, *A Division of World Insurance Associates, LLC* ("hereafter 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 or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 or sex.

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

The Contractor or Subcontractor, where applicable, agrees to comply with the 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 Disability Act.

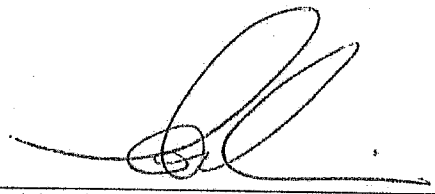
The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable count employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 conform 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 applicable employment goals, the Contractor or SubContractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code at N.J.A.C. 17:27.



Frank Covelli
Senior VP – Managing Director Public Sector Insurance & Risk Services

11/5/2025
Date

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The Contractor, World Insurance Associates LLC (DBA Professional Insurance Associates, PIA) and the **Township of Mahwah** (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.). Title II discrimination by all public entities at the local level, e.g., school district, municipal, city, or county, and at state level. Public entities must comply with Title II regulations by the U.S. Department of Justice. These regulations cover access to all programs and services offered by the entity. Access includes physical access described in the ADA Standards for Accessible Design and programmatic access that might be obstructed by discriminatory policies or procedures of the entity.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

11/6/2025

Frank Covelli
Sr. VP - Managing Director Public
Sector Insurance & Risk Services

Date

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Entity or Person Name: Professional Insurance Associates, A Division of World Insurance Associates LLC

Part 1: Certification

SUCCESSFUL BIDDER IS TO COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, and as amended by Public Law 2021, c. 4, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the NJ Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party. Failure to complete and submit the certification no later than nine (9) business days before contract award will result in the contract not being awarded to the successful entity/person.

CHECK THE APPROPRIATE BOX:

[X] I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above nor any parent entity, subsidiary, or affiliate thereof is listed on the NJ Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

[ ] I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the NJ Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below, sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the **Township of Mahwah** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Township of Mahwah** to notify the **Township of Mahwah** in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Township of Mahwah** and that the **Township of Mahwah** at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frank Covelli	Title:	Senior Vice President
Signature:		Date:	11/5/2025

NON-COLLUSION AFFIDAVIT

WORLD

STATE OF NEW JERSEY
COUNTY OF Bergen SS:

I, Frank Covelli of the City of Carlstadt
in the County of Bergen and the State of NJ
of full age, being duly sworn according to law on my oath depose and say that:

I am Senior VP - Managing Director
of the firm of PIA/World Insurance Associates
the bidder making the Proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the **Township of Mahwah** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

PIA/World Insurance Associates, LLC

(name of contractor)

Subscribed and sworn to

before me this 6th day
of November, 2025.

Frank Covelli

Notary public of
My Commission expires

LISA SABATO
NOTARY PUBLIC OF NEW JERSEY
Comm. No. 50193547
My Commission Expires May 2, 2027

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND PIA, A DIVISION OF WORLD INSURANCE ASSOCIATES, INC. 2026 TOWNSHIP INSURANCE AGENT AND RISK MANAGEMENT CONSULTANT

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and PIA, **A Division of World Insurance Associates, LLC,** located at 429 Hackensack Street, P.O. Box 818, Carlstadt, N.J. 07072 (the "Township Insurance Agent and Risk Management Consultant").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:26-4, and **PIA, A Division of World Insurance Associates, LLC,** located at 429 Hackensack Street, P.O. Box 818, Carlstadt, N.J. 07072 has been appointed Township Insurance Agent and Risk Management Consultant of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. **PIA, A Division of World Insurance Associates, LLC,** located at 429 Hackensack Street, P.O. Box 818, Carlstadt, N.J. 07072, shall perform services required by his appointment as Township Insurance Agent and Risk Management Consultant to the Township of Mahwah as an independent contractor and as required for with the Township of Mahwah's participation in the Bergen County Municipal Joint Insurance Fund (JIF).

2. The Township agrees to pay and the Township Insurance Agent and Risk Management Consultant agrees to accept compensation under the terms, process and for the sum as set forth in the attached Exhibit "D."

3. Payment shall be made by the Township upon the submission by Township Insurance Agent and Risk Management Consultant of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Frank Covelli and professionals within with firm. Township Insurance Agent and Risk Management Consultant is prohibited from naming any other professional outside of the firm to perform services for the

Township in connection with this Agreement.

5. Township Insurance Agent and Risk Management Consultant shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Insurance Agent and Risk Management Consultant, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Insurance Agent and Risk Management Consulting is regulated by law and because Township Insurance Agent and Risk Management Consultant represents that the firm's employees are authorized to practice professional Insurance Agent and Risk Management Consultant services.

7. This Agreement has been awarded to Township Insurance Agent and Risk Management Consultant based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Insurance Agent and Risk Management Consultant does hereby attest that Township Insurance Agent and Risk Management Consultant , its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Insurance Agent and Risk Management Consultant is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Insurance Agent and Risk Management Consultant receive contracts in excess of $50,000 from public entities in a calendar year. It is Township Insurance Agent and Risk Management Consultant 's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Insurance Agent and Risk Management Consultant shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as

Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Insurance Agent and Risk Management Consultant has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Insurance Agent and Risk Management Consultant shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Insurance Agent and Risk Management Consultant agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Frank Covelli, PIA, A Division of
PIA/ World Insurance Associates, LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #015-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Fred Semrau, Esq., of Dorsey & Semrau L.L.C. as Township Attorney for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Fred Semrau, Esq., of Dorsey & Semrau L.L.C. and is desirous of awarding a professional services contract to Fred Semrau, Esq., as Township Attorney for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Fred Semrau, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Dorsey & Semrau L.L.C. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Accounts #01-201-20-155-284 (Township Attorney), ($68,200.00); #01-201-20-155-219 (Miscellaneous Legal) ($100,000.00); #07-201-58-502-210 (Attorney), ($25,00.00); and #05-201-58-502-210 (Attorney) ($25,000.00);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Fred Semrau, Esq., of Dorsey & Semrau L.L.C., as Township Attorney; and

BE IT FURTHER RESOLVED, that a contract be and is hereby awarded to Fred Semrau, Esq., of Dorsey Semrau L.L.C. for Legal Services as Township Attorney for the period of January 1, 2026 through December 31, 2026 with annual basic retainer services at the rate of $118,200.00 per year. Additional services in an amount-not-to-exceed $100,000.00, as set forth in contract Exhibit "D", shall be billed at an hourly fee of $165.00 per hour for Litigation Services, plus disbursements, or $181.00 per hour for Development Matters; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of Dorsey & Semrau L.L.C. are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amounts shall not exceed $118,200.00 per year for retainer, plus additional services in the amount of $100,000.00, without further authorization of the Governing Body and the Chief Financial Officer certifying that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; Assistant to the Business Administrator, and Fred Semrau, Esq. at Dorsey & Semrau L.L.C., 714 Main Street, Boonton, NJ 07005.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

DORSEY & SEMRAU

FRED SEMRAU*
JONATHAN TESTA*
DAWN M. SULLIVAN **
SUSAN C. SHARPE **
EDWARD PASTERNAK**
ROBERT ROSSMEISSL **
KYLE FISHER
JEFF FRANKENBURGER
*PARTNER
** ASSOCIATE PARTNER

ATTORNEYS AT LAW
714 MAIN STREET
BOONTON, NJ 07005
973-334-1900
FACSIMILE 973-334-3408

IN MEMORIAM:
JOHN H. DORSEY
(1937-2018)

October 13, 2025

Sent via email:
Janet Puzo, Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Proposal for Professional Service Contract- Township Attorney 2026

Dear Janet,

In response to your email dated October 9, 2025, our firm would be honored to be considered to serve as the Attorney for Mahwah Township in 2026. Please accept this letter as our proposal for said services, which does not request an increase and is as follows:

General Retainer Services: $9,850/month, or $118,200/year

Includes attendance at meetings with staff; day-to-day correspondence with Township Administration; drafting ordinances and resolutions; providing legal opinions to the Mayor, Township Council, Business Administrator, Township Clerk, department heads and their designees; attendance at Township Council meetings.

Litigation Services: $165/hr.

Any litigation, administrative hearings, review of Open Public Record Requests and responses; mediation and arbitration proceedings, special assessment projects, real estate transactions.

Escrow Accounts: $181/hr.

If you have any questions, or need further information, please do not hesitate to contact me.

Respectfully submitted,

Fred Semrau
DORSEY & SEMRAU

FCS:sks
Cc: Ben Kezmarsky, Business Administrator

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dorsey & Semrau located at 714 Main Street, not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Fred Semrau	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dorsey & Semrau

Signature of Affiant: _____ Title: Partner

Printed Name of Affiant: Fred Semrau Date: 11/20/25

Subscribed and sworn before me this 20 day of November, 2025.

My Commission expires:

Susan M. Kirschner
NOTARY PUBLIC
State of New Jersey
ID # 50074960
My Commission Expires 01/12/2028

_____ (Affiant)

_____ (Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60



Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1086037 FOR DORSEY & SEMRAU LLC IS VALID.

Return

DORS&SE-01 RSMITH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC
429 Hackensack St.
PO Box 818
Carlstadt, NJ 07072-0818

CONTACT NAME: Roger Smith
PHONE (A/C, No, Ext): (201) 559-8155 489 FAX (A/C, No):
E-MAIL ADDRESS: rogersmith@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Property and Casualty Insurance Company of Hartford	34690
INSURER B: Hartford Fire Insurance Company	19682
INSURER C: Aspen American Insurance Company	43460
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dorsey & Semrau Attorneys at Law LLC
714 Main Street
Boonton, NJ 07005

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X		[redacted]	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			[redacted]	10/1/2025	10/1/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			[redacted]	10/1/2025	10/1/2026	AGGREGATE	$
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		[redacted]	10/1/2025	10/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	E&O			[redacted]	10/1/2025	10/1/2026	Professional Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder included as additional insured as per written contract for coverage's indicated

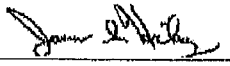
CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND FRED SEMRAU, ESQ. OF DORSEY & SEMRAU L.L.C. 2026 TOWNSHIP ATTORNEY

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Fred Semrau, Esq., of Dorsey & Semrau, L.L.C. located at 714 Main Street, Boonton, NJ 07005, (the "Township Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Attorney for the Township of Mahwah; and

WHEREAS, Fred Semrau, Esq., of Dorsey & Semrau, L.L.C. has been appointed Township Attorney of the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Fred Semrau, Esq. shall perform legal services required by his appointment as Township Attorney of the Township of Mahwah as an independent contractor, plus expenses, for a contract not-to-exceed $218,200.00.

2. The Township shall pay the Township Attorney billing submitted monthly as follows: General Retainer Services: $9,850.00 / month, $118,200.00 per year, Litigation Services not to exceed $100,000.00 per year at the rate of $165.00/ hour, Escrow Accounts: $181.00/hour, plus expenses. The total contract amount shall not-to-exceed $218,200.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $218,200.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Attorney to notify the Township prior to commencing work that will exceed $ 218,200.00.

3. Payment shall be made by the Township upon the submission by Township Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost.

All work shall be subject to prior written authorization and certification of availability of funds. Vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services, and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Fred Semrau, Esq. and professionals within with firm. Township Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Attorney, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Attorney represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Attorney does hereby attest that Township Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Attorney receives contracts in excess of $50,000.00 from public entities in a calendar year. It

is Township Attorney's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

_____
Carolyn George, RMC, Municipal Clerk

By:_____
James J. Wysocki, Mayor

WITNESS:

_____

_____
Fred Semrau, Esq. Dorsey & Semrau, L.L.C.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #016-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Raymond R. Wiss, Esq., of Wiss & Bouregy, P.C., as Township Labor & Employment Law Attorney for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Raymond R. Wiss, Esq., of Wiss & Bouregy, P.C. and is desirous of awarding a professional services contract to Raymond R. Wiss, Esq., as Township Labor & Employment Law Attorney for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Raymond R. Wiss, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Wiss & Bouregy, P.C. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account -01-201-20-155-100-286 (Special Counsel);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Raymond R. Wiss, Esq. of Wiss & Bouregy, P.C., as Township Labor & Employment Law Attorney; and

BE IT FURTHER RESOLVED, that a contract be and is hereby awarded to Raymond R. Wiss, Esq., of Wiss & Bouregy, P.C. for Legal Services as Township Labor & Employment Law Attorney for the period of January 1, 2026 through December 31, 2026 for an amount not to exceed $36,000.00 per year to be billed at an hourly rate of $165.00 per hour for attorney services, plus disbursements; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of Wiss & Bouregy, P.C. are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $36,000.00 per year, for services to be billed at an hourly rate of $165.00 per hour for attorney services, plus disbursements, without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator, CMFO, QPA, Assistant to the Business Administrator, and Wiss & Bouregy, P.C., 345 Kinderkamack Road, Westwood, N.J. 07675.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

Wiss Law P.C.

Counsellors at Law

Raymond R. Wiss*
Certified Civil Trial Attorney

Timothy J. Wiss*

**Also Member New York Bar*

345 Kinderkamack Road
Westwood, New Jersey 07675
Phone No. (201) 497-6680
Fax No. (201) 497-6677
Email: Office@Wiss-Law.Com

October 30, 2025

VIA EMAIL
Mr. Benjamin Kezmarsky
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

RE: **Township of Mahwah**
Professional Service Contract
Labor and Employment Law

Dear Mr. Kezmarsky:

Wiss Law P.C. would welcome the opportunity to provide labor relations representation to the Township of Mahwah. It is our understanding that the Township requires the following services:

1. Contract Negotiations - Reviewing existing agreements for recommended changes resulting from PERC rulings, court decisions, or related developments. Preparing contract proposals on behalf of the Township. Serving as chief spokesman at any collective negotiation sessions. Preparation and presentation of the final agreement. This includes all meetings that may be necessary.

2. Grievances - Preparing responses to and defending against any grievances, as well as drafting any responses to grievances at each stage of the grievance process.

3. PERC Proceedings - Preparing the Township's case and representing the Township in any scope of negotiation proceedings, unfair practice cases, representation proceedings, and bargaining unit clarifications.

4. **Management Development** - Conducting management training seminars and workshops in the areas of contract administration, grievance handling and personnel practices, as needed.

5. **Labor and Employment Advice** - Responding to inquiries as needed from Management.

In terms of a rate structure, we would be most pleased to represent the Township based upon its prevailing rate for outside counsel.

If any further information is required, kindly advise and same will be promptly provided

I look forward to continuing to work with you.

Very truly yours,

Raymond R. Wiss

RRW/cb

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Wiss Law P.C. located at 345 Kinderkamack Rd, Westwood, NJ 07675 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Raymond R. Wiss	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Wiss Law, P.C.
Signature of Affiant: [signature] Title: President
Printed Name of Affiant: Raymond R. Wiss Date: 11-21-25

Subscribed and sworn before me this 21st day of November, 2025
My Commission expires: 2030

[signature] (Affiant)

(Print name & title of affiant) (Corporate Seal)

CATHERINE C. BARRESE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50026758
My Commission Expires 11/12/2025

CATHERINE C. BARRESE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50026758
My Commission Expires 11/12/2025

Revised July 20, 2023 per P.L. 2023, c.60

Allianz

DECLARATIONS

ALLIANZ PROTECT™ LICENSED PROFESSIONAL LIABILITY INSURANCE POLICY

for

Lawyers Professional Liability

NOTICE: CERTAIN COVERAGE PARTS OF THIS POLICY ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER AS REQUIRED BY THE TERMS OF THE POLICY. SOLELY WITH RESPECT TO THE THIRD PARTY COVERAGES, THE INSURER SHALL HAVE THE RIGHT AND DUTY TO DEFEND UNLESS SUCH RIGHT IS EXPRESSLY DELEGATED TO THE INSURED. WITH RESPECT TO THE PROFESSIONAL SERVICES COVERAGES, IF SELECTED IN ITEM 4.a, OF THE DECLARTIONS, UP TO FIFTY PERCENT (50%) OF AMOUNTS INCURRED AS DEFENSE COSTS MAY BE INCLUDED WITHIN THE LIMIT OF LIABILITY. WITH RESPECT TO THE CYBER COVERAGE PART, IF PURCHASED, AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE DEDUCTIBLES.

PLEASE READ THIS POLICY CAREFULLY AND REVIEW IT WITH YOUR INSURANCE AGENT OR BROKER.

The Declarations along with the Policy and with endorsements attached, if any, shall constitute the contract between the **Insureds** and **Insurer**. All terms appearing in **bold** in the Declarations and Policy are defined terms in the Policy.

Policy Number: [redacted] Prior Policy No. [redacted]

Item 1.	**Named Insured:** Principal Address:	Wiss Law P.C. Counsellors at Law 345 Kinderkamack Road Westwood , NJ 07675
Item 2.	**Policy Period:**	From: 03/01/2025 To: 03/01/2026 The **Policy Period** incepts and expires as of 12:01 AM at the **Named Insured's** principal address.
Item 3.	**Aggregate Limit of Liability:**	$1,000,000 resulting from all **Claims**, **Triggering Events** and loss under this Policy.

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Item 4. **Coverage Part** Summary

a.

Coverage Part: Lawyers Professional Liability Professional Services Coverage			
☒	Third Party Coverage		
(1) **Limit of Liability:**	$1,000,000 $1,000,000	Each **Claim** Aggregate for all **Claims**	
	Defense Costs:		
	☒ (a) Up to fifty percent (50%) of the **Defense Costs** are included within the **Limit of Liability**		
	☐ (b) In Addition to the **Limit of Liability**		
	The **Limit of Liability** specified above is: ☒ Separate Limit of Liability[1]; or ☐ Shared Limit of Liability with: ☐ Crime Coverage Part ☐ Cyber Coverage Part [1]See Applicable Coverage Part Schedule		
(2) **Deductible:**	$5,000	Each **Claim**	
	The **Deductible** amount specified above applies to:	☒ **Damages** only	
(3) **Retroactive Date:**	04/15/1991		

b.

	Coverage Part Coverage Extension	Supplemental Limit of Liability / Settlement Incentive – Deductible Waiver
☒	(1) Disciplinary Costs	$25,000 Supplemental Limit of Liability per **Policy Period**
☒	(2) Settlement Incentive – Deductible Waiver	
	(a) Settlement Incentive Percentage	50%
	(b) Maximum Reimbursement Amount	$25,000 per **Claim**

c.

Additional Coverage Parts As selected below, the following additional **Coverage Parts** have been purchased under this Policy. See Coverage Part Schedule for applicable coverage details.	
	Additional Coverage Parts
☐	Crime Coverage Part (Loss Discovered Basis)
☐	Cyber Coverage Part

Note: Coverage shall be provided under this Policy only for **Coverage Parts** selected above. In the event the section above is blank or so otherwise states, coverage shall not be available.

Item 5. Coverage Extension Supplemental Limits of Liability

Coverage Extension	Supplemental Limit of Liability
a. Crisis Event Expenses	$25,000 per **Policy Period**
b. Per Diem Extension Expenses	(1) $500 Each Day (part of a Day) (2) $25,000 the amount so payable for any one or series of trials, depositions, hearings or arbitration proceedings arising out a **Claim**
c. Pre-Claim Assistance Expenses	$10,000 per **Policy Period**
d. Pre-Claim Subpoena Expenses	$10,000 per **Policy Period**

Item 6. Premium: $5,688.01

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Item 7. **Supplemental Extended Reporting Period** Additional Premium:

a.	12 Months:	100%	of the Policy Premium
b.	24 Months:	150%	of the Policy Premium
c.	36 Months:	185%	of the Policy Premium
d.	60 Months:	250%	of the Policy Premium
e.	Unlimited Duration:	285%	of the Policy Premium

Item 8. Reporting and Notice of **Claims**, **Triggering Events**, and circumstances shall be given to:
Allianz Global Risks US Insurance Company
Attention: Financial Lines - Claims Department
225 West Washington Street, Suite 1800
Chicago, IL 60606-3484
Email for First Notice of Loss (FNOL): NewLoss@agcs.allianz.com
Phone Number for Claims FNOL: 1-(800) 347-3428
Phone Number for Existing Claims: 1-(800) 870-8857

Item 9. **Insurer**:
(Coverage is provided in the following company, a stock company)
Allianz Global Risks US Insurance Company
225 West Washington Street, Suite 1800
Chicago, IL 60606-3484
Phone Number: 1-888-466-7883

Item 10. Endorsements attached at issuance: See Schedule of Forms and Endorsements, DO1200-MU

Producer Name and Mailing Address:
MiniCo Insurance Agency, LLC
1 Winners Circle, Suite 202
Albany, NY 12205

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Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1233855 FOR WISS & BOUREGY, PC IS VALID.

Return

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

Wiss Law PC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

345 Kinderkamack Road

6 City, state, and ZIP code

Westwood, NJ 07675

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/30/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND RAYMOND R. WISS, ESQ. WISS & BOUREGY, PC 2026 TOWNSHIP LABOR AND EMPLOYMENT ATTORNEY

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Raymond R. Wiss, Esq., of Wiss & Bouregy, P.C. located at 345 Kinderkamack Road, Westwood, New Jersey 07675 (the "Township Labor & Employment Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Labor & Employment Attorney for the Township of Mahwah; and

WHEREAS, Raymond R. Wiss, Esq., of Wiss & Bouregy, P.C. has been appointed Township Labor & Employment Attorney of the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Raymond R. Wiss, Esq. shall perform legal services required by his appointment as Township Labor & Employment Attorney of the Township of Mahwah as an independent contractor, at the hourly rate of $165.00 plus expenses.

2. The Township shall pay the Township Labor & Employment Attorney billing submitted monthly at the hourly rate of $165.00 plus expenses. The total contract amount shall not exceed $36,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $36,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Labor & Employment Attorney to notify the Township prior to commencing work that will exceed $36,000.00.

3. Payment shall be made by the Township upon the submission by Township Labor & Employment Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of

availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Raymond R. Wiss, Esq. and professionals within with firm. Township Labor & Employment Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Labor & Employment Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Labor & Employment Attorney, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Labor & Employment Attorney represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Labor & Employment Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Labor & Employment Attorney does hereby attest that Township Labor & Employment Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Labor & Employment Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Labor & Employment Attorney receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Labor& Employment Attorney's

responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Labor & Employment Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Labor & Employment Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Labor & Employment Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Labor & Employment Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Raymond R. Wiss, Esq.
Wiss & Bouregy, P.C.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #017-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, Mayor James J. Wysocki has appointed Lisa D. Taylor, Esq. as Township Healthcare and Medical Insurance Attorney for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Lisa D. Taylor, Esq., of Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC, and is desirous of awarding a professional services contract to Lisa D. Taylor, Esq., as Township Healthcare and Medical Insurance Attorney for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will not exceed $17,500, and

WHEREAS, Lisa D. Taylor, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Accounts #01-201-20-155-286 (Special Counsel), ($5,000.00); #07-201-58-502-210 Professional Services), ($2,500.00); and #05-201-58-502-210 (Professional Services) ($2,500.00);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Lisa D. Taylor, Esq. of Inglesino, Wyciskala Taylor, Marchetta & Orth, LLC, as Township Healthcare and Medical Insurance Attorney; and

BE IT FURTHER RESOLVED, that a contract be and is hereby awarded to Lisa D. Taylor, Esq., of Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC for Legal Services as Township Healthcare and Medical Insurance Attorney for the period of January 1, 2026 through December 31, 2026 for an amount not to exceed $10,000.00 per year to be billed at an hourly rate of $225.00 per hour for attorney services and $85.00 per hour for paralegal services, plus disbursements; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the Contract amount shall not exceed $10,000.00 per year, without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator, CMFO, QPA, Assistant to the Business Administrator, and Lisa D. Taylor, Esq., of Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC at 600 Parsippany Road, Suite 204, Parsippany, New Jersey 07054.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

Inglesino Taylor®
Attorneys at Law

Lisa D. Taylor
Founding Partner
Board Certified in Health Law by The Florida Bar
Admitted in NJ, NY, PA, TN, DC, FL
T 973 947 7135
ltaylor@itfirm.law

EQUITY PARTNERS
John P. Inglesino*
John P. Wyciskala*
Lisa D. Taylor*
Justin A. Marchetta
Derek W. Orth
*FOUNDING PARTNER

November 4, 2025

FEDERAL EXPRESS
Ms. Janet Puzo
Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

RE: Professional Service Contract - Township of Mahwah - Healthcare and Medical Insurance Attorney - January 1, 2026 – December 31, 2026

Dear Ms. Puzo:

Transmittal Letter

Please accept this letter as our proposal to provide legal services to the Township of Mahwah for Healthcare and Medical Insurance Attorney.

This proposal is being made on behalf of our law firm, Inglesino Taylor (the "Firm") located at 600 Parsippany Road, Suite 204, Parsippany, New Jersey 07054. Lisa D. Taylor, Esq., Partner, will be the key contact person with regard to this proposal and can be reached via telephone (973) 947-7135, fax (973) 887-2700 or email ltaylor@itfirm.law.

The Firm provides services in the areas of health care, insurance, municipal governance and representation of other political subdivisions, administrative proceedings, civil rights defense litigation, Title 59 defense, Section 1983 actions, tax law, governmental law, public utility law, governmental affairs, real estate, redevelopment, renewable energy, municipal land use, Open Public Records Act advice and litigation, environmental, complex civil litigation, criminal litigation and employment law including CEPA and NJLAD claims, personal injury defense, civil commitments, corporate law. The Firm was founded in 2010 by John P. Inglesino, Esq., Lisa D. Taylor, Esq. and John P. Wyciskala, Esq who were previously partners in some of New Jersey's most prestigious law firms who joined together to create a dynamic law firm dedicated to achieving the best possible results for its clients. Since its inception, the Firm grown, evidencing our Firm's success and client satisfaction. The Firm currently utilizes the full-time services of twelve (12) licensed attorneys, one (1) law clerk, two (2) paralegals as well as nine (9) legal support staff.

The Firm's equity partners are John P. Inglesino, Esq., Lisa D. Taylor, Esq., John P. Wyciskala, Esq., Justin A. Marchetta, Esq., and Derek W. Orth, Esq. The Firm's prior names were: (1) Inglesino, Pearlman, Wyciskala, LLC; (2) Inglesino, Pearlman, Wyciskala & Taylor, LLC; (3) Inglesino, Wyciskala & Taylor, LLC and (4) Inglesino, Webster,

Wyciskala & Taylor, LLC. The Firm has been under the management of Managing Member, John P. Inglesino, Esq., since it opened its doors in 2010.

The Firm is a New Jersey limited liability company. The Firm is not a subsidiary of any other law firm. No portion of the Firm's work would be sub-contracted out to a third party unless there is a conflict. The Firm has never been engaged in any bankruptcy proceedings or re-organization proceedings. The Firm has no judgments filed against it within the last five (5) years and has not been adjudicated liable for professional malpractice. The Firm hereby states that the Firm, nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency. The Firm complies with all applicable, local, State and Federal laws, regulations and requirements with respect to its business activities.

The Firm is an Equal Opportunity Employer and ensures that all employees, and applicants for employment, are not discriminated against because of race, color, religion, sex and national origin. We remain, and shall remain, in compliance with all affirmative action requirements applicable to firms which enter into contracts with public bodies in New Jersey. The Firm employs non-union employees only. None of the Firm's employees are related to any Township of Mahwah employees or elected/appointed officials of the Township of Mahwah.

Fees

This Firm proposes to bill at the blended rate of $$225.00 per hour or any hourly rate offered by the Township of Mahwah. Paralegals and law clerks will bill at the blended rate of $85.00 per hour. Reimbursable expenses will include postage, messenger service, Federal Express, UPS, transcripts, filing fees and photocopying, and such other charges as may be approved by the Township of Mahwah. This Firm will comply with the general terms and conditions as may be required by the Township of Mahwah and will enter into a professional services contract with the Township of Mahwah.

Qualifications and Relevant Experience

The Firm's healthcare practice primarily consists of two (2) equity partners, Lisa D. Taylor, Esq. and Justin A. Marchetta, Esq., along with associates James D'Amore, Esq. and Jake H. Helfand, Esq.

Lisa D. Taylor is a founding partner of Inglesino Taylor and is Board Certified by The Florida Bar in Health Law. She is responsible for overseeing all of the Firm's Healthcare matters. She represents health industry clients, both public and private, in transactional and regulatory matters, including governmental and payor investigations, and in litigation. She also counsels clients on fraud and abuse and Medicare and Medicaid reimbursement and compliance. She has extensive experience with private equity and public bidding and is a Registered New Jersey Governmental Affairs Agent (lobbyist).

Her clients include payors and providers such as hospitals, ambulatory surgical facilities, substance abuse clinics, long term care facilities, health care professionals,

management companies, medical device manufacturers, medical billing and collection services, specialty pharmaceutical and laboratory service providers, social service agencies, senior living and correctional health. Representative matters since forming the firm include serving as for plaintiff in breach of contract claim settling for $2.65M (2021); representation of prevailing party entitled to attorney's fees in Open Public Records Act (OPRA) litigations against New Jersey Department of Human Services Division of Medical Assistance and Health Services (2021 and 2019); counsel for nursing home awarded $6.1M in arbitration against former manager (2020); summary disposition invalidating Medicaid acuity audit on behalf of County of Morris against State of New Jersey (2020); defense of employer in multi-year discrimination investigation by the Florida Commission on Human Relations resulting in determination of no reasonable cause (2019); representing the prevailing party which was awarded attorney's fees in Open Public Records Act (OPRA) litigation against New Jersey Department of Human Services Division of Medical Assistance and Health Services (2019); service as local regulatory counsel for health insurer's $67 Billion acquisition of national pharmacy benefits manager (2018); representation of a pharmacy benefits manager in application as New Jersey Certified Organized Delivery System (2018); obtaining licensure approval for transfer of assisted living facilities as part of divestment by a national chain (2017); representation of a public entity in its selection and negotiation of a pharmacy benefit contract (2017); the successful challenge on behalf of a social services organization in Appellate Court of an award by the State of New Jersey of contracts for operation of group homes for the disabled (May 2016); counsel to a health care charity in connection with its disaffiliation from a national association (December 2015); regulatory counsel for a $2.35 Billion acquisition of a national health care company (July 2014); counsel to the State's fiscal intermediary for implementation of New Jersey's Managed Medicaid Long Term Supports and Services Program (July 2014); counsel in sale of a national veterinary services company to national pet services/supplies company (December 2012); counsel to a successful applicant for an inaugural licensure as a New Jersey alternative treatment center (medical marijuana dispensary) (March 2011); and negotiation of a co-management agreement for women's health services at a major medical center (December 2010). She also represented a major public academic medical center in connection with operations and its compliance with, and exit from, a Corporate Integrity Agreement.

Her prior experience includes representation of a New Jersey hospital in connection with allegations of violations of the Federal False Claims Act, Stark Law and Anti-Kickback Law and the hospital's 2007 settlement with the United States Department of Justice and negotiation of a related Corporate Integrity Agreement with the Department of Health and Human Services/Office of Inspector General. Ms. Taylor also served as counsel to the Federal Monitor of the University of Medicine and Dentistry of New Jersey pursuant to a Deferred Prosecution Agreement entered into in December 2005 with the United States Attorney for the District of New Jersey and represented a major hip and knee manufacturer in connection with a Federal investigation and its monitoring under a September 2007 Non-Prosecution Agreement with the Federal government.

In addition to her legal practice, Ms. Taylor has extensive experience as a neutral arbitrator, mediator and hearing officer. She has been certified as a Mediator by the International Mediation Institute in The Hague, Netherlands. She serves as an arbitrator and mediator for the American Health Lawyers Association Alternative Dispute Resolution Service and the American Arbitration Association and is a member of the Panel of Distinguished Neutrals of the CPR International Institute for Conflict Prevention and Resolution.

Ms. Taylor has been repeatedly listed in Best Lawyers In America, Who's Who in the World, Who's Who in America, Who's Who in American Law and is rated "AV" by Martindale- Hubbell Law Directory. Ms. Taylor is also a member of the Million Dollar Advocates Forum which gives recognition to lawyers throughout the United States who have achieved a trial verdict, award or settlement in the amount of One Million Dollars ($1,000,000) or more. In November 2016 Ms. Taylor received the Ira Geller Award for zealous advocacy on behalf of the disabled from Community Access Unlimited and is a Life Fellow of the American Bar Foundation. In December 2014 she received the NJICLE Distinguished Service Award for Excellence in Continuing Legal Education from the New Jersey State Bar Association and in May 2007 she received the Distinguished Service Award from the New Jersey State Bar Association Health and Hospital Law Section for service to the health bar and health industry. She was named as one of ten attorneys nationally as 2004 Outstanding Physician Practice Lawyers by Nightingale's Healthcare News and has been repeatedly named one of the Top 50 Female New Jersey Super Lawyers and Top 100 New Jersey Super Lawyers by New Jersey Monthly Magazine and a New York Area Top Lawyer by New York Magazine. In August 2005, she was named to the New Jersey Law Journal's list of leading women and minority attorneys. Ms. Taylor served on the American Medical Association's Doctors Advisory Network, was a Charter Member of the American Academy of Family Physicians' Network of Practice Management Consultants and was selected as an Approved Healthcare Consultant by the American Society of Plastic & Reconstructive Surgeons.

Ms. Taylor is presently Chair of the American Bar Association Health Law Section. She served two non-consecutive terms as the Chair of the New Jersey State Bar Association Health Law Section and was a member of the Section's Board of Directors for twenty years before transitioning to the Section's Emeritus Board in 2019. Having held numerous leadership positions with the American Health Law Association of which she was elected a Fellow in 2021, she presently serves as a member of the Fellows Coordinating Council. She served for six years as member of the Health Care Certification Committee of The Florida Bar including servicer as Chair from 2023 to 2024.

Ms. Taylor previously served as Chair of the New Jersey Supreme Court District VC Ethics Committee, was appointed a Special Ethics Master (now known as Special Ethics Adjudicator) by the New Jersey Supreme Court in 2011, 2020, 2021 and 2024. She was previously a member of the American Bar Association's Standing Committee on Ethics and Professional Responsibility, the New Jersey State Bar Association's Standing Committee on

Professional Responsibility and the American Arbitration Association's Healthcare Dispute Resolution Task Force.

Ms. Taylor served as a member of the Board of Directors, Treasurer and Chair of the Finance Committee of the New Jersey Ballet. She also previously served on the Boards of Directors of the Greater New Jersey and Northern New Jersey Chapters of the Alzheimer's Association, the Junior League of Morristown, West Essex Community Health Services, Inc. and Advanced Community Health Systems, Inc. (a Medicare certified home health agency and hospice), for which she served as Chairman.

In addition to having been a monthly columnist for OT Practice Magazine, a Contributing Editor for Health Care Fraud & Abuse Newsletter and serving on the Editorial Advisory Board of Medical Staff Briefing, Ms. Taylor has published dozens of articles and has contributed to several books including The Physician's Comprehensive Guide to Negotiating, The Biggest Legal Mistakes Physicians Make and How to Avoid Them, the Representing Physicians Handbook, the Health Law Practice Guide published by West and the 2015 Edition of the Health Law Handbook published by Thomson Reuters. She previously served as a faculty member for the "Medicine and the Law" course at the University of Medicine and Dentistry of New Jersey – Robert Wood Johnson Medical School, served as a panelist at the Fannie Mitchell Career Conference at Duke University and served as a Judge for the 16th, 17th and 18th Annual Yale Mock Trial Invitational Tournaments at Yale University.

A frequent speaker on health care and ethics matters, the groups that Ms. Taylor has addressed include the American Medical Association, the American College of Nurse-Midwives, the American Occupational Therapy Association, the Healthcare Financial Management Association, the National and American Health Lawyers Associations, the New Jersey State and American Bar Associations, the New Jersey Psychological Association, the New Jersey Health Information Management Association, the New Jersey College Health Association, the Guardianship Association of New Jersey, the National Association of Social Workers – New Jersey Chapter, the Society of Healthcare Risk Management – New Jersey, the New Jersey Institute of Continuing Legal Education, the New Jersey Society of Certified Public Accountants and the American Association of Marriage and Family Therapists. Ms. Taylor has also been featured as an ethics consultant for WABC-TV (New York) Eyewitness News.

Prior to becoming a founding member of Inglesino Taylor, Ms. Taylor had been associated with, and a partner of, national law firms with offices in New York and New Jersey and served as a judicial clerk for Justice Robert Clifford of the Supreme Court of New Jersey. Ms. Taylor was also affiliated with the legal departments of a major university medical center and a physician practice management company. She received her law degree and a master's degree in Philosophy from Duke University and graduated cum laude and with Honors in Anthropology from Barnard College, Columbia University. Ms. Taylor also studied finance and accounting at Columbia Business School and governance at Harvard University T.H. Chan School of Public Health. Ms. Taylor is licensed to practice law in New

Jersey, New York, Pennsylvania, Florida, Tennessee and the District of Columbia and is admitted to appear before numerous Federal Courts.

The attorneys of the Firm who will be assigned to work with the Township of Mahwah all have prior legal experience representing municipal, County and State entities, and are appropriately licensed in State and Federal Courts within the State of New Jersey. This Firm's assets are its attorneys who are talented and eager to use their expertise and experience to respond diligently to client concerns. This Firm is committed to excellence, integrity, and zealous advocacy, and it strives to meet client needs in the most cost-effective manner. Resumes for members of the Firm whose expertise would be utilized in providing services to the Township of Mahwah are attached hereto.

Firm attorneys have worked with the following entities on the following matters, if within the last fifteen years, at this Firm, or prior to such time, at prior New Jersey based firms. These representations have helped us to establish a firm with the qualifications and experience necessary to provide the most professional and capable service.

1. North Jersey District Water Supply Commission - General Counsel - 2013 to 2018
2. General Counsel to the Township of Parsippany-Troy Hills - 2009 to 2017
3. Counsel to the Parsippany-Troy Hills Sewer Utility - 2009 to 2017
4. Counsel to the Planning Board of the Borough of Florham Park - 2008 to present
5. Special Counsel to the Borough of Florham Park - 2008 to present
6. Counsel to the Borough of Florham Park Sewerage Authority/Utility - 2008 to present
7. Counsel to the Planning Board of the Town of Morristown - 2009 to present
8. Redevelopment Counsel to the Town of Morristown - 2009 to present
9. Assistant Town Attorney to the Town of Morristown - 2015 to 2021
10. General Counsel to the Morris County Insurance Fund - 2008 to present
11. General Counsel to Joint Meeting of Essex and Union Counties – 2015 to 2023
12. Utility Counsel to Woolwich Township – 2015 to 2021
13. Utility Counsel to PSE&G - 2015 to 2018
14. Associate Counsel to the League of Municipalities - 2009 to present
15. Special Counsel to the Borough of Chatham - 2011 to 2016
16. Counsel to the Federal Monitor of the University of Medicine and Dentistry - 2005 to 2007
17. Special Counsel to the City of Rahway - 2012 to 2014
18. Special Legal Counsel - Insurance Counsel to the City of Hoboken - 2015 to 2018
19. Redevelopment/Land Use Attorney to the City of Bayonne - 2015 to present
20. University Hospital – Special Counsel – 2014 to 2018
21. Special Redevelopment Counsel to the Township of Nutley – 2015 to present
22. OPRA and Compliance Counsel to the Township of Nutley – 2018 to present
23. Litigation and Defense Counsel for the County of Union - 2013 to 2025
24. Special Counsel to the Borough of Roselle – 2016 to 2022
25. Defense Attorney for Suburban Metro Joint Insurance Fund - 2008 to 2025
26. Special Legal Counsel for Passaic Valley Sewerage Commission – 2013 to 2015

27. Defense Counsel for Public Service Electric and Gas Co. - 2014 to 2021
28. Litigation Counsel for the City of Paterson - 2004 to present
29. Special Conflicts Counsel for the City of Paterson - 2004 to present
30. Litigation and Defense Counsel Service for the City of East Orange – 2005 to 2016
31. Outside Legal Services for the County of Essex – 2002 to 2024
32. Legal Services for the Garden State Municipal JIF - 2013 to 2025 (June)
33. Special Litigation Counsel for the City of Hackensack - 2015 to 2024
34. Special Counsel General Litigation for the City of Hoboken - 2014 to 2020
35. Litigation/Defense Counsel for the City of Linden – 2016 to present
36. Litigation Counsel Services for the County of Morris - 2008 to present
37. Defense Counsel Services for the NJ Intergovernmental Insurance Fund - 2013 to 2024
38. Outside Counsel for the County of Passaic – 2008 to 2022
39. Special Assistant County Counsel for the County of Middlesex – 2016 to 2019
40. Special Litigation Counsel for the Township of Union - 2012 to present
41. Special Litigation Counsel for the City of Trenton - 2014 to 2025 (June)
42. Special Litigation Counsel for the City of Plainfield - 2013 to present
43. Special Tax Counsel for the Township of Rockaway - 2017 to present
44. Special Tax Counsel for the Township of Bloomfield – 2018 to present
45. Special Redevelopment Counsel for the City of Hackensack – 2018
46. Special Healthcare Counsel for the Township of Mahwah – 2018 to present
47. Planning Board Attorney for the Township of Fairfield – 2018 to 2023
48. Board of Adjustment Attorney for the Township of Fairfield – 2018 to 2023
49. Labor Counsel for the Township of Springfield – 2019 to 2025 (January)
50. Labor Counsel for Montgomery Township – 2019 to 2021
51. Tax Appeal Attorney for the Borough of Roselle – 2019 to 2021
52. Special Tax Counsel to the Borough of Caldwell – 2019 to present
53. Township Attorney for the Township of Tewksbury – 2020 to present
54. Tax Appeal Attorney for the Township of Tewksbury – 2020 to present
55. Borough Attorney for the Borough of Roseland – 2019 to 2023
56. Tax Appeal Attorney for the Borough of Roseland – 2019 to present
57. Special Redevelopment Counsel for the Borough of Roseland – 2019 to 2023
58. Special Tax Counsel for the Township of Irvington – 2021 to present
59. Special Tax Counsel for East Windsor Township – 2022 to present
60. Special Tax Counsel for Cranbury Township – 2022 to present

A summary of certain of the representations listed above follows:

1. General Counsel to the North Jersey District Water Supply Commission. The Firm served as General Counsel to the Commission from 2013 to 2018.

2. General Counsel to the Township of Parsippany-Troy Hills (the "Township"). As General Counsel to the Parsippany-Troy Hills, the largest municipality in Morris County, the Firm performed virtually all tasks on an hourly, daily, weekly and monthly basis that were required by the Township pursuant to its RFP, including but not limited to attendance

at all regular, special and emergency meetings of the Mayor and Council of the Township of Parsippany-Troy Hills ("Council"), attendance at any and all other meetings that the Mayor and Council, Business Administrator or other municipal officials required, representation of the Township in any and all litigation matters not handled by special counsel, oversight and direction to outside special counsel, preparation of legal opinions, negotiation and drafting of contracts; preparation and/or review of ordinances, resolutions and other documents as requested by the Township, handling of tax appeals and all general municipal matters and representing the Township in various litigation matters.

As General Counsel to the Township, the Firm interacted, corresponded and worked regularly with numerous Federal, State, County and local governmental organizations and agencies, including but not limited to the United States Environmental Protection Agency ("USEPA"), the Federal Emergency Management Agency ("FEMA"), New Jersey Department of Environmental Protection ("NJDEP"), NJDEP Dam Safety Section, Department of Community Affairs ("DCA"), Division of Local Governmental Services, Local Finance Board, the Council on Affordable Housing, New Jersey Highlands Council, Morris County Planning Board, the Morris County Engineering Office, the Morris County Improvement Authority and other applicable utility agencies and providers.

In 2011, the Firm negotiated the terms of a major biosolids management project at the Township's Wastewater Treatment Plant with Synagro Companies. That Agreement required Synagro to undertake the complete design, permitting and construction of a state-of-the-art biosolids treatment facility on the Township's Wastewater Treatment Plant property at Synagro's sole cost and expense. The estimated cost of construction was $60 million. The plan called for the demolition and removal of the Township's two mothballed, multiple hearth incinerators, and the construction of a new fluidized bed incinerator which met the most stringent Federal and State Clean Air Requirements. The proposed incinerator was the best available technology. The project yielded significant financial benefits to the Township and the environment, including conversion of biosolids to "green" electricity for the life of the project (20 years), generation of renewable energy, treatment and reuse of fats, oils and grease, and a reduction in the overall carbon footprint by more than 9,000 tons of carbon dioxide per year. The Agreement required approval of the DCA's Division of Local Governmental Services, Local Finance Board and the advisory comments of the NJDEP.

3. Township Attorney and Tax Attorney for the Township of Parsippany-Troy Hills ("Parsippany"). We have worked closely with the Assessor of Parsippany to (i) ensure each tax appeal was defended appropriately, and that Parsippany maintained a proper reserve for tax refunds and (ii) ensured that distressed properties were properly valued and marketable for re-occupancy.

4. General Counsel to the North Jersey District Water Supply Commission ("Commission"). We prosecuted its appeals on reservoir property against the Borough of Ringwood and Borough of Wanaque.

5. Counsel to the Township of Parsippany-Troy Hills Sewer Utility (the "Sewer Utility"). As Counsel to the Sewer Utility, the Firm performed all legal services required by the Sewer Utility, including review and approval of contracts and agreements as necessary, handled litigation matters, and legal services associated with the Sewer Utility, air and water permits, NJPDES permitting and other general matters. The representation required regular contact with the Sewer Utility Plant Superintendent and other Sewer Utility professionals, outside wastewater engineers and professionals, staff and personnel.

6. Counsel to the Planning Boards of Florham Park and Morristown (the "Boards"). The Firm acts at the direction of the respective Boards. The representation requires review of all development applications that go before the Boards, attendance at all regular and special meetings of the Planning Boards, drafting of all resolutions of the Planning Boards; preparation of legal opinions, ordinances and other documents required; review of deeds, subdivision maps, easements and other legal documents; preparation of Developer Agreements with private developers; and handling of all litigation on behalf of the respective Boards.

7. Special Counsel to the Borough of Florham Park (the "Borough"). As Special Counsel to the Borough, the Firm is called on regularly to handle various litigation and other matters at the direction of the Mayor and the Borough Council of the Borough.

8. Counsel to the Florham Park Sewerage Authority/Utility (the "Authority"). As Counsel to the Sewerage Authority, the Firm attends regular meetings of the Board of Commissioners, draft documents, review contracts and agreements, draft authorizing resolutions and handle litigation matters, including lawsuits involving contracts for infrastructure improvements to the Borough's sewer system. The Authority was dissolved in or about 2010, at which time it was taken over by the Borough and renamed the Florham Park Sewerage Utility.

9. Redevelopment Counsel to the Town of Morristown. The Firm acts at the direction of the Mayor and Town Council of the Town of Morristown, which serves as the Redevelopment Agency for the Town, providing a variety of tasks including drafting of resolutions and ordinances, negotiation and drafting of Redevelopment Agreements, Financial Agreements and other documents required by the Redevelopment Agency.

10. General Counsel to the Morris County Insurance Fund. The Firm provides a broad range of counsel services and manages and oversees all litigation handled by outside counsel.

11. Counsel to the Federal Monitor of the University of Medicine and Dentistry (the "UMDNJ"). As Counsel to the Federal Monitor, appointed by the United States Attorney for the District of New Jersey (U.S. Attorney Chris Christie at that time), John P. Inglesino and Lisa D. Taylor were responsible for, among other things, compliance of the Monitor's responsibilities under the Monitor's Agreement with UMDNJ and the Deferred Prosecution Agreement between the U.S. Attorney's Office and UMDNJ.

12. Special Counsel to Borough of Chatham. The Firm provides or has provided direct legal services to the Borough of Chatham with respect to litigation matters.

13. Special Counsel to the City of Rahway. The Firm provides or has provided general legal services to the City of Rahway at the direction of the Mayor and Council of the City.

14. Special Legal Counsel - Insurance Counsel to the City of Hoboken. The Firm currently serves as Special Legal Counsel – Insurance Counsel to the City of Hoboken.

15. Redevelopment/Land Use Attorney for the City of Bayonne. This Firm provides or has provided legal services with regard to redevelopment and land use for the City of Bayonne.

16. Litigation and Defense Counsel for the County of Union. This Firm provides or has provided legal services for the County of Union with respect to civil matters before the New Jersey Superior and Federal Courts including Tort Claims, CEPA Claims, LAD Claims, 1983 actions and contract matters and/or challenges to governmental actions.

17. Special Counsel to the Borough of Roselle. This Firm provides or has provided special legal services for the Borough of Roselle with respect to claims under N.J.S.A 59:1-1 et seq. CEPA, NJLAD, §1983 actions, municipal court defense, personnel matters, challenges to governmental actions, procurement, contractual and general public entity representation and advocacy matters.

18. Defense Attorney for Suburban Metro Joint Insurance Fund. This Firm provides legal services for the Suburban Metro Joint Insurance Fund with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:5-1 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

19. Special Legal Counsel for Passaic Valley Sewerage Commission. This Firm provides special legal services for Passaic Valley Sewerage Commission with respect to loss prevention, insurance personal injury defense, employment defense and related matters.

20. Litigation Counsel for the City of Paterson. This Firm provides or has provided legal services for the City of Paterson with respect to Title 59, affirmative action and discrimination, contract disputes and Civil Rights 1983 claims and construction litigation.

21. Litigation and Defense Counsel for the City of East Orange. This Firm provides or has provided legal services for the City of East Orange with respect to Tort Claims, CEPA, N.J.S.A. 34:19-1 et seq., NJLAD, N.J.S.A. 10:15 -1 et seq., 42 U.S.C 1983 actions, contract matters and/or governmental actions.

22. Outside Legal Counsel for the County of Essex. This Firm provides legal services for the County of Essex at patient commitment hearings at the Essex County Hospital Center.

23. Legal Services for the Garden State Municipal JIF. This Firm provides legal services for the Garden State Municipal JIF with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:5-1 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

24. Special Litigation Counsel for the City of Hackensack. This Firm provides legal services for the City of Hackensack with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:15-1 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

25. Special Counsel General Litigation for the City of Hoboken. This Firm provides legal services for the City of Hoboken with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:5-1 et seq., 42 U.S.C. 1983 actions, contract matters including health benefits and/or governmental actions.

26. Litigation/Defense Counsel for the City of Linden. This Firm provides or has provided legal services for the City of Linden with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:15 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

27. Defense Counsel Service for the NJ Intergovernmental Insurance Fund. This Firm provides legal services for the NJ Intergovernmental Insurance Fund with respect to Tort Claims, CEPA, N.J.S.A 34:19 et seq., NJLAD, N.J.S.A. 10:15 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

28. Outside Counsel for the County of Passaic. This Firm provides legal services for the County of Passaic with respect to civil claims alleging general negligence, automobile negligence, premises liability, civil rights and employment-related claims.

29. Special Assistant County Counsel for the County of Middlesex. This Firm provides or has provided legal services for the County of Middlesex with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:15 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

30. Special Litigation Counsel for the Township of Union. This Firm provides or has provided legal services for the Township of Union with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:15 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

31. Special Litigation Counsel for the City of Trenton. This Firm provides or has provided legal services for the City of Trenton with respect to Tort Claims, CEPA, N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:15 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

32. Special Litigation Counsel for the City of Plainfield. This Firm provides or has provided legal services for the City of Plainfield with respect to Tort Claims, CEPA,

N.J.S.A. 34:19 et seq., NJLAD, N.J.S.A. 10:15 et seq., 42 U.S.C. 1983 actions, contract matters and/or governmental actions.

33. Special Tax Counsel for the Township of Rockaway. This Firm provides legal services for the Township of Rockaway with respect to tax appeal matters.

34. Special Tax Counsel for the Township of Brick. This Firm provides legal services for the Township of Brick with respect to tax appeal matters.

35. Special Tax Counsel for the Township of Bloomfield. This firm provides legal services for the Township of Bloomfield with respect to tax appeal matters.

36. Special Redevelopment Counsel for the City of Hackensack. This Firm provides legal services with regard to redevelopment and land use for the City of Hackensack.

37. Special Counsel for the Township of Mahwah. This Firm has provided counsel services in connection with employee health benefits.

38. Labor Counsel for the Township of Springfield. This Firm provides legal services with regard to labor issues for the Township of Springfield.

39. Labor Counsel for the Montgomery Township. This Firm provides or has provided legal Services with regard to labor issues for the Township of Montgomery.

40. Borough Attorney for the Borough of Roseland. This Firm provides legal services on an hourly, daily, weekly and monthly basis that are required by the Borough of Roseland.

41. Tax Appeal Attorney for the Borough of Roseland. This Firm provides legal services for the Borough of Roseland with respect to tax appeal matters.

42. Special Redevelopment Counsel for the Borough of Roseland. This firm provides or has provided legal services with regard to redevelopment and land use for the Borough of Roseland.

The Firm currently utilizes the full-time services of thirteen (13) full time licensed attorneys, one (1) law clerk, two (2) paralegals as well as seven (7) legal support staff. The following is an organizational chart of the Firm:

John P. Inglesino	Managing Partner, Founding Equity Partner
Lisa D. Taylor	Founding Equity Partner
John P. Wyciskala	Founding Equity Partner
Justin A. Marchetta	Equity Partner
Derek W. Orth	Equity Partner
Keith A. Loughlin	Contract Partner
Pamela M. Kapsimalis	Contract Partner
James L. Esposito	Contract Partner
John P. Miller	Counsel
James G. D'Amore	Associate
John T. Eder	Associate
Jack P. Wyciskala	Associate
Jake H. Helfand	Associate
Emily Raedisch	Law Clerk
Karen Franko	Paralegal
Tamara Sutovic	Paralegal
Sandy Jankola	Office Manager
Elizabeth DeHart	Legal Support Staff
Chrisanne Young	Legal Support Staff
Michele Acceturo	Legal Support Staff
Luda Copeta	Legal Support Staff
Karen Holey	Support Staff
Christine Bailey	Support Staff
Lucia Cabrera	Support Staff

Each of our partners has been admitted to the State Bar of New Jersey for at least ten years, and several of our attorneys are also licensed to practice law in the states of New York, Pennsylvania, Florida, the District of Columbia, Tennessee, Missouri and Texas. Please note that while the Firm will use all of its experience to successfully negotiate resolution of difficult issues confronting the Township of Mahwah but where consensus cannot be attained, the Firm is ready, willing, and able to provide all litigation services necessary that might arise.

References

We have no doubt that any of our existing clients, including those noted in this proposal would attest to service and quality being the hallmarks of working with our Firm's attorneys. We work hard to achieve the best results for our clients - at the negotiating table when possible, and in court when necessary. Client satisfaction has always been, and shall remain, our number one goal. Therefore, we are proud to provide you with just a few of our client and professional references as follows:

Donnamarie Lynch, MBA, MHA, PhD
President and Chief Executive Officer
Broadway House for Continuing Care
298 Broadway
Newark, NJ 07104
(973) 268-9797

Kenneth Zaentz
President and CEO
Alzheimer's New Jersey
425 Eagle Rock Avenue
Suite 203
Roseland, NJ 07068
(973) 586-4300

Michael F. Schaff, Esq.
Wilentz Goldman & Spitzer
90 Woodbridge Center Drive, Suite 900 Box 10
Woodbridge, NJ 07095-0958
732-855-6047

Exhibits

In connection with this Firm's proposal, attached please find the following required documents:

Exhibit A -	Business Entity Certification Form
Exhibit B -	Business Certificate
Exhibit C -	W-9
Exhibit D -	Certificate of Liability Insurance
Exhibit E -	Resumes
Exhibit F -	Curriculum Vitae

Conclusion

Achieving desired results and personal service are the cornerstones of this Firm. Unlike many law firms, we believe that all of our clients' material needs should be handled by a partner on a 24 hour a day, 7 day a week availability basis. Moreover, our Firm's Partner, Lisa D. Taylor, Esq. will be available at all times to address any issues of concern that the Township of Mahwah or any of its representatives may have.

Inglesino Taylor solves problems. We do not impose artificial restraints when none exist in the law. We believe in using our expertise to help our clients find ways to deal with whatever legal and related issues stand in the way of a successful transaction, of course within the ambit of applicable law and respect for each stakeholder's position.

As previously stated, client satisfaction has always been, and shall remain, our number one goal, and we would be most pleased to have the opportunity to serve as Healthcare and Medical Insurance Attorney for the Township of Mahwah.

Attached are the required documents along with the attorney resumes. Please feel free to contact the undersigned if any further steps are necessary to be considered for Healthcare and Medical Insurance Attorney for the Township of Mahwah. Thank you for your consideration and assistance.

Very truly yours,

Inglesino Taylor

By: _____
Lisa D. Taylor, Esq., Founding Equity Partner

EXHIBIT A

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Inglesino Taylor located at 600 Parsippany Road, Parsippany, New Jersey 07054 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
John P. Inglesino	[redacted]
Lisa D. Taylor	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Inglesino Taylor
Signature of Affiant: [signature] Title: Managing Partner
Printed Name of Affiant: John P. Inglesino, Esq. Date:

Subscribed and sworn before me this 21st day of November, 2025
My Commission expires: [signature]

CHRISANNE YOUNG
Notary Public, State of New Jersey
Comm. # 50112989
My Commission Expires 8/10/2029

[signature]
(Affiant)
John P. Inglesino, Esq.
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 c.60

Pay to Play 2025 Contributions

First Quarter

Event/Fund	Address ition Going	Date	JPI	JPW	LDT	DFD	JAM	DWO	Fund Total
Election Fund of John Krickus		1/17/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Committee to Elect Mundell for Mayor		1/22/2025	$83.34	$83.34	$83.34	$83.34	$83.34	$83.30	$500.00
Election Fund of Ann Grossi		1/22/2025	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00	$150.00
Team Barberio		2/6/2025	$833.34	$833.34	$833.34	$833.34	$833.34	$833.30	$5,000.00
Smith for Commissioner		2/6/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Friends of Tom Mastrangelo		2/7/2025	$300.00	$300.00	$300.00	$300.00	$300.00	$300.00	$1,800.00
Mike Strada for Sheriff		2/11/2025	$13.33	$13.33	$13.33	$13.33	$13.33	$13.35	$80.00
Election Fund of Christine Myers		2/12/2025	$433.34	$433.34	$433.34	$433.34	$433.34	$433.30	$2,600.00
Morris County Republican Committee		2/18/2025	$416.67	$416.67	$416.67	$416.67	$416.67	$416.65	$2,500.00
Morristown First Democrats 2025		2/24/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Jim Gannon for Sheriff		3/3/2025	$41.67	$41.67	$41.67	$41.67	$41.67	$41.65	$250.00
Team Irvington Proud 2025		check voided and reissued 7/30/25							$0.00
Team Barberio		3/26/2025	$433.34	$433.34	$433.34	$433.34	$433.34	$433.30	$2,600.00
Smith for Freeholder		check voided 2/6/25							$0.00
First Quarter 2025 Totals			$2,913.37	$2,913.37	$2,913.37	$2,913.37	$2,913.37	$2,913.15	$18,480.00

Second Quarter

Event/Fund	Address ition Going	Date	JPI	JPW	LDT	DFD	JAM	DWO	Fund Total
Webber for Assembly		4/1/2025	$83.34	$83.34	$83.34	$83.34	$83.34	$83.30	$500.00
Committee to Elect Mundell for Mayor		4/7/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Morristown First Democrats 2025		4/10/2025	$250.00	$250.00	$250.00	$250.00	$250.00	$250.00	$1,500.00
Morris County Republican Committee		4/14/2025	$416.67	$416.67	$416.67	$416.67	$416.67	$416.65	$2,500.00
Election Fund of Ann Grossi		4/14/2025	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00	$300.00
Booker Victory Fund		4/17/2025	$83.34	$83.34	$83.34	$83.34	$83.34	$83.30	$500.00
BCRDO (Bayonne City Regular Democrat Org)		4/18/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Anthony Bucco for Senate		4/22/2025	$83.34	$83.34	$83.34	$83.34	$83.34	$83.30	$500.00
Friends of Mayor Stanzilis		4/25/2025	$83.34	$83.34	$83.34	$83.34	$83.34	$83.30	$500.00
Sandham & Mazzaccaro for Township Committee		4/28/2025	$33.34	$33.34	$33.34	$33.34	$33.34	$33.30	$200.00
Friends of Jamie Barberio		5/13/2025	$916.67	$916.67	$916.67	$916.67	$916.67	$916.65	$5,500.00
Friends of Tom Mastrangelo		5/15/2025	$225.00	$225.00	$225.00	$225.00	$225.00	$225.00	$1,350.00
Committee to Elect Mundell for Mayor		5/28/2025	$333.34	$333.34	$333.34	$333.34	$333.34	$333.30	$2,000.00

Election Fund of Heather Darling	6/3/2025	$83.34	$83.34	$83.34	$83.34	$83.34	$83.30	$500.00
Morris County Republican Committee	6/4/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Morristown First Democrats 2025	6/10/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
Stephen Shaw (Amex)	6/12/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
								$0.00
Second Quarter 2025 Totals		$3,541.73	$3,541.73	$3,541.73	$3,141.73	$3,541.73	$3,541.35	$20,850.00

Third Quarter

Event/Fund	Address ition Going	Date	JPI	JPW	LDT	DFD	JAM	DWO	Fund Total
Team Irvington Proud 2025		7/30/2025	$166.67	$166.67	$166.67	$166.67	$166.67	$166.65	$1,000.00
Bucco for Senate		8/15/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
Friends of Tom Mastrangelo		8/27/2025	$150.00	$150.00	$150.00	X	$150.00	$150.00	$750.00
Ciattarelli for Governor		9/2/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
Morris County Republican Party		9/2/2025	$500.00	$500.00	$500.00	X	$500.00	$500.00	$2,500.00
Election Fund of Christine Myers		9/2/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
Bergen for Assembly		9/3/2025	$100.00	$100.00	$100.00	X	$100.00	$100.00	$500.00
Morristown First Democrats 2025		9/9/2025	$1,040.00	$1,040.00	$1,040.00	X	$1,040.00	$1,040.00	$5,200.00
Bergen for Assembly		9/12/2025	$420.00	$420.00	$420.00	X	$420.00	$420.00	$2,100.00
Friends of Jamie Barberio		9/16/2025	$1,040.00	$1,040.00	$1,040.00	X	$1,040.00	$1,040.00	$5,200.00
Alphonse Petracco		9/19/2025	$20.00	$20.00	$20.00	X	$20.00	$20.00	$100.00
Committee to Elect Mundell Mayor		9/23/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
Election Fund of Douglas R. Cabana		9/26/2025	$200.00	$200.00	$200.00	X	$200.00	$200.00	$1,000.00
Election Fund of Manny Grova Jr.		9/30/2025	$320.00	$320.00	$320.00	X	$320.00	$320.00	$1,600.00
Third Quarter 2025 Totals			$4,756.67	$4,756.67	$4,756.67	$166.67	$4,756.67	$4,756.65	$23,950.00

EXHIBIT B

New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1562435 FOR INGLESINO, WYCISKALA, TAYLOR, MARCHETTA & ORTH, LLC IS VALID.

Return

EXHIBIT C

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC

2 Business name/disregarded entity name, if different from above.

d/b/a Inglesino Taylor

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

600 Parsippany Rd. Ste. 204

Requester's name and address (optional)

6 City, state, and ZIP code

Parsippany, NJ 07054

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 7/21/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

EXHIBIT D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
WORLD INSURANCE ASSOCIATES LLC 100 WOOD AVE S 4TH FLR ISELIN, NJ 08830 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
	E-MAIL ADDRESS: service.center@travelers.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
INSURER B : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURER C : THE CHARTER OAK FIRE INSURANCE COMPANY	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
INGLESINO, WYCISKALA, TAYLOR,
MARCHETTA & ORTH, LLC
C/O SANDRA JANKOLA
600 PARSIPPANY ROAD, SUITE 204
PARSIPPANY, NJ 07054

COVERAGES **CERTIFICATE NUMBER:** 097468800311472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] HIRED AUTO [X] NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	06/29/2025	06/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 5,000			[redacted]	06/29/2025	06/29/2026	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	06/29/2025	06/29/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

INGLESINO, WYCISKALA, TAYLOR
MARCHETTA & ORTH, LLC
C/O SANDRA JANKOLA
600 PARSIPPANY ROAD, SUITE 204
PARSIPPANY, NJ 07054

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Renan M. Beltran

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PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND LISA D. TAYLOR, ESQ., INGLESINO, WYCISKALA, TAYLOR, MARCHETTA & ORTH, LLC 2026 TOWNSHIP HEALTHCARE AND MEDICAL INSURANCE ATTORNEY

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Lisa D. Taylor, Esq., of Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC, located at 600 Parsippany Road, Suite 204, Parsippany, New Jersey 07054 (the "Township Healthcare and Medical Insurance Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Healthcare and Medical Insurance Attorney for the Township of Mahwah; and

WHEREAS, Lisa D. Taylor, Esq., of Inglesino, Wyciskala, Taylor, Marchetta & Orth, LLC has been appointed Township Healthcare and Medical Insurance Attorney of the Township of Mahwah for the calendar year 2025; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Lisa D. Taylor, Esq. shall perform legal services required by his appointment as Township Healthcare and Medical Insurance Attorney of the Township of Mahwah as an independent contractor, at the hourly rate of $225.00 for attorneys, plus expenses.

2. The Township shall pay the Township Healthcare and Medical Insurance Attorney billing submitted monthly at the hourly rate of $225.00 for attorneys, plus expenses and $85.00 for paralegals. The total contract amount shall not exceed $10,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $10,000.00, the Township has no obligation to provide compensation for such

services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Healthcare and Medical Insurance Attorney to notify the Township prior to commencing work that will exceed $10,000.00.

3. Payment shall be made by the Township upon the submission by Township Healthcare and Medical Insurance Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Lisa D. Taylor, Esq. and professionals within with firm. Township Healthcare and Medical Insurance Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Healthcare and Medical Insurance Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Healthcare and Medical Insurance Attorney, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Healthcare and Medical Insurance Attorney represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Healthcare and Medical Insurance Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Healthcare and Medical Insurance Attorney does hereby attest that Township Healthcare and Medical Insurance Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that

is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Healthcare and Medical Insurance Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Healthcare and Medical Insurance Attorney receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Healthcare and Medical Insurance Attorney's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Healthcare and Medical Insurance Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Healthcare and Medical Insurance Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Healthcare and Medical Insurance Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Healthcare and Medical Insurance Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

_____
Carolyn George, RMC, Municipal Clerk

By:_____
James J. Wysocki, Mayor

WITNESS:

_____

_____
Lisa D. Taylor, Esq.
Inglesino, Wyciskala, Taylor, Machetta & Orth, LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #018-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Bond Counsel Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed McManimon, Scotland & Baumann, LLC ("MS&B") for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of McManimon, Scotland & Baumann LLC ("MS&B") and is desirous of awarding a Professional Services Contract to MS&B for Bond Counsel Services for the period of January 1, 2026 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of McManimon, Scotland & Baumann, LLC ("MS&B") as Township Bond Counsel; and

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract be and is hereby awarded to McManimon, Scotland & Baumann LLC ("MS&B") located at, 75 Livingston Ave, Roseland, NJ 07068 for services as Township Bond Counsel for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that adoption of the Resolution is contingent upon the Township C.F.O. submitting a certificate as to the availability of funds to be encumbered for professional bond counsel services related to the preparation of Bond and/or Capital Ordinances from account 01-201-20-130-204 or submitting a certificate as to the availability of funds to be encumbered from various Capital accounts pursuant to Section 20 of the Local Bond Law prior to the authorization of any work, and the Township Clerk shall attach said certificate to the original of this resolution; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 et seq., because the practice of Professional Bond Counsel Services is regulated by law and because it has been determined MS&B is authorized by law to practice said profession.

BE IT FURTHER RESOLVED, that compensation for said Township Bond Counsel for the year 2026 shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-18 and pursuant to agreement to be entered into between the parties; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney.

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and aforesaid Contract on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, QPA, CFO, and McManimon, Scotland, & Baumann LLC located at, 75 Livingston Ave, Roseland, NJ 07068.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

MS&B McMANIMON • SCOTLAND • BAUMANN 75 Livingston Avenue, Roseland, NJ 07068 (973) 622-1800

October 10, 2025

Janet Puzo
Assistant to Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Re: Bond Counsel Services

Dear Ms. Puzo:

In response to your request by email dated October 8, 2025, enclosed please find two (2) partially executed copies of the firm's proposed Agreement for Bond Counsel services between the Township of Mahwah (the "Township") and McManimon, Scotland & Baumann, LLC (the "Firm") for 2026. Please have one copy executed and returned to me for our file.

Also enclosed are the following documents for your files:

1. Mandatory Equal Employment Opportunity Language;
2. Certificate of Employee Information Report;
3. Business Registration Certificate;
4. Good Standing Certificate;
5. Business Entity Disclosure Certification;
6. c. 271 Political Contribution Disclosure Form;
7. Stockholder Disclosure Certification;
8. Statement of Ownership Disclosure;
9. Certificates of Insurance;
10. Disclosure of Investment Activities in Iran;
11. Certification of Non-Involvement in Prohibited Activities in Russia and Belarus;
12. Certification of Non-Debarment for Federal Government Contracts; and
13. Form W-9.

We appreciate the Township's continued confidence in our Firm and look forward to serving the Township during 2026.

If you need any further information at this time, please do not hesitate to contact me.

Very truly yours,

Matthew D. Jessup

Enclosures

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 20___ by and between the TOWNSHIP OF MAHWAH, in the County of Bergen, 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 $4,500, 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 of $2,500, plus $.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. 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 $750.

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 the issuance of bonds or notes through the New Jersey Infrastructure Bank, an additional fee of $3,500 will be charged.

g. 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.

h. 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 $225 per hour for attorneys and $155 per hour for legal assistants. Services rendered in connection with any required filings with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of $250 per filing. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

i. 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)(H).

j. 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, (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, (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 or (iv) any other legal services, such services shall be billed as follows:

2. For redevelopment, environmental, litigation (other than condemnation), or other legal services performed under paragraphs II(1)(i), (ii), (iii) or (iv), the Client will make payment

to Counsel for such services at the blended hourly rate of $250 for attorneys and $155 for legal assistants.

3. For legal services performed in connection with any condemnation matter under paragraph II(1)(iii), the Client will make payment to Counsel at the blended hourly rate of $295 for attorneys and $155 for legal assistants.

4. 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 $395 for attorneys and $195 for legal assistants.

5. 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)(J).

6. Services rendered in connection with the issuance of bonds or refunding 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., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph I(2) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

III. General Provisions

1. This Contract has been awarded under a Fair and Open process consistent with N.J.S.A. 19:44A-20.7.

2. 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.

3. 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.

4. 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.

5. 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 §121 01 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.

6. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

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

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

IN WITNESS WHEREOF, the TOWNSHIP OF MAHWAH, 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 MAHWAH

ATTEST:

By: _____

_____
Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC

By: _____
Matthew D. Jessup, Member

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ____ day of _____, 20___ by and between the TOWNSHIP OF MAHWAH, in the County of Bergen, 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.

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to Counsel for such services at the blended hourly rate of $250 for attorneys and $155 for legal assistants.

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4. 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.

5. 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 §121 01 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.

6. The primary contact attorney for services performed pursuant to this Agreement shall be Matthew D. Jessup.

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

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

IN WITNESS WHEREOF, the TOWNSHIP OF MAHWAH, 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 MAHWAH

ATTEST:

By: _____

_____
Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC

By: _____
Matthew D. Jessup, Member

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NAME OF COMPANY: McManimon, Scotland & Baumann, LLC

NAME OF OFFICIAL: Matthew D. Jessup

TITLE: Member DATE: 10/13/25

SIGNATURE:

Certification 2184

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-Nov-2024** to **15-Nov-2027**

MCMANIMON, SCOTLAND & BAUMANN, L
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068

ELIZABETH MAHER MUOIO
State Treasurer



Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0075601 FOR MCMANIMON, SCOTLAND & BAUMANN, LLC IS VALID.

Return

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the **McManimon, Scotland & Baumann, LLC** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Robert M. Ferguson III	David May
Michelle Crowe Paz	Jonathan S. Wong
Janet Ariemma	Jim Wysocki
George Ervin	Carolyn George
Ward Donigian	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☒ Limited Liability Company

Name of Stock or Shareholder	Address
Joseph P. Baumann, Jr.	[redacted]
Matthew D. Jessup	
William W. Northgrave	
Anthony Sodono III	

Part III – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: **MCMANIMON, SCOTLAND & BAUMANN, LLC**

Signature of Affiant: _____ Title: **MEMBER**

Printed Name of Affiant: **MATTHEW D. JESSUP** Date: 10/13/25

Subscribed and sworn before me this 13th day of October, 2025

_____
(Witnessed or attested by)

My Commission expires:

DINA M. STATUTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2026

_____
(Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	McManimon, Scotland & Baumann, LLC		
Address:	75 Livingston Avenue		
City:	Roseland	State: NJ	Zip: 07068

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Matthew D. Jessup Printed Name	Member Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
No reportable contributions have been made.			

☐ Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: McManimon, Scotland & Baumann, LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation X Limited Liability Company

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Joseph P. Baumann, Jr. Home Address: [redacted]	Name: Matthew D. Jessup Home Address: [redacted]
Name: William W. Northgrave Home Address: [redacted]	Name: Anthony Sodono III Home Address: [redacted]
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 5th day of February 2025

(Notary Public) Dina M. Statuto

My Commission expires:

DINA M. STATUTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2026

(Affiant)

Matthew D. Jessup, Member
(Print name & title of affiant)

(Corporate Seal)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

MCMANIMON, SCOTLAND & BAUMANN, LLC
0600036776

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on March 13, 1997.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

JOHN V. CAVALIERE
75 LIVINGSTON AVENUE
2ND FLOOR
ROSELAND, NJ 07068



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of January, 2025

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6160667454

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: McManimon, Scotland & Baumann, LLC

Organization Address: 75 Livingston Avenue, Second Floor, Roseland, NJ 07068

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Joseph P. Baumann, Jr.	[redacted]
William W. Northgrave	[redacted]
Matthew D. Jessup	[redacted]
Anthony Sodono, III	[redacted]

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

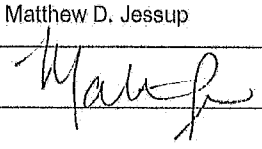
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Mahwah is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township of Mahwah to notify the Township of Mahwah in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township of Mahwah to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matthew D. Jessup	Title:	Member
Signature:		Date:	10/13/21

MCMASCO-01 XJARKULL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Charles J. Caruso
AssuredPartners Jamison, LLC 20 Commerce Drive, Suite 200 Cranford, NJ 07016	PHONE (A/C, No, Ext): (973) 669-2311 FAX (A/C, No): E-MAIL ADDRESS: charles.caruso@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B : Indian Harbor Insurance Company	36940
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
2nd Floor
Roseland, NJ 07068

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Prof Liab			[redacted]	10/15/2025	10/15/2026	*See Limits Below	
B	Lawyers Prof Liab			[redacted]	10/15/2025	10/15/2026	**See Limits Below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Attorneys at Law

*$6,000,000/$12,000,000 part of $20,000,000/$40,000,000
**$5,000,000/$10,000,000 part of $20,000,000/$40,000,000

See attached "Additional Remarks Schedule" for additional insurers.

Deductible: $250,000 per claim and $500,000 aggregate

CERTIFICATE HOLDER

Evidence of Insurance (limits & deductible)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MCMASCO-01 XJARKULL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
AssuredPartners Jamison, LLC	McManimon, Scotland & Baumann, LLC 75 Livingston Avenue 2nd Floor Roseland, NJ 07068
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Insurers:

Endurance American Specialty Insurance Company
Policy No.: [redacted]
Limits: $5,000,000/$10,000,000 part of $20,000,000/$40,000,000
NAIC #10641

Bridgeway Insurance Company
Policy No: [redacted]
Limits: $4,000,000/$8,000,000 part of $20,000,000/$40,000,000
NAIC #12489

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure NJ Partners Insurance Services, LLC 100 Passaic Avenue Suite 120 Fairfield NJ 07004 License#: 1202869	CONTACT NAME: Barbara A. Hayden PHONE (A/C, No, Ext): 732-462-2412 FAX (A/C, No): 732-780-8414 E-MAIL ADDRESS: bhayden@acrisure.com
INSURED MCMASCO-01 McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland NJ 07068	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Specialty Insurance Company — 21199 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2039536512 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	CYBER Liability			[redacted]	6/6/2025	6/6/2026	Policy Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

$5,000,000 policy aggregate indemnity & expense
$25,000 per claim retention
Full prior acts

Each of the following coverages included subject to policy aggregate / retention above unless otherwise indicated below.

A. NETWORK AND INFORMATION SECURITY LIABILITY $5,000,000 / $25,000
B. REGULATORY DEFENSE AND PENALTIES $5,000,000 / $25,000
See Attached...

CERTIFICATE HOLDER

Evidence of Insurance
75 Livingston Avenue
Roseland NJ 07068

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: [redacted]

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure NJ Partners Insurance Services, LLC	McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland NJ 07068
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

C. MULTIMEDIA CONTENT LIABILITY $5,000,000 / $25,000
D. PCI FINES AND ASSESSMENTS $5,000,000 / $25,000
E. BREACH RESPONSE $5,000,000 / $25,000
F. CRISIS MANAGEMENT AND PUBLIC RELATIONS $5,000,000 / $25,000
G. CYBER EXTORTION $5,000,000 / $25,000
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES $5,000,000 / $25,000
I. Waiting period: 8 hours
II. Enhanced waiting period: 8 hours
1. DIGITAL ASSET RESTORATION $5,000,000 / $25,000
FUNDS TRANSFER FRAUD $250,000 sublimit / $25,000

BREACH RESPONSE SEPARATE LIMIT $5,000,000 $25,000
Limit is separate from and in addition to the Aggregate Policy Limit of Liability
CR. COMPUTER REPLACEMENT ENDORSEMENT $5,000,000 / $25,000
SF. SERVICE FRAUD $250,000 / $25,000
RHL. REPUTATIONAL HARM LOSS $5,000,000 Waiting period: 14 days
REPUTATION REPAIR1 $5,000,000 / $25,000
Pre-Claim Assistance $5,000 Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRECLAIM ASSISTANCE of the Policy for more details.

Quota Share of $5M total policy limit:
Arch Specialty Insurance Company 30% $1,500,000
Fortegra Specialty Insurance Company 30% $1,500,000
Ascot Specialty Insurance Company 20% $1,000,000
Allianz Underwriters Insurance Company 20% $1,000,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AssuredPartners of New Jersey LLC 20 Commerce Drive| Suite 200 Cranford NJ 07016	CONTACT NAME: Courtney Clark PHONE (A/C, No, Ext): (732) 574-8000 FAX (A/C, No): (732) 574-8001 E-MAIL ADDRESS: Courtney.Clark@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Co.	20303
INSURER B : Chubb Insurance Co. of NJ	41386
INSURER C : Federal Insurance Co.	20281
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McManimon Scotland & Baumann LLC
75 Livingston Avenue Suite 201
Roseland NJ 07068

COVERAGES **CERTIFICATE NUMBER:** CL2691753928 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	10/15/2025	10/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Incl
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			[redacted]	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			[redacted]	10/15/2025	10/15/2026	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	10/15/2025	10/15/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Commercial Crime			[redacted]	10/15/2025	10/15/2026	Employee Theft Retention	$1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: McManimon, Scotland & Baumann, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature _____ Date 10/13/25

Matthew D. Jessup, Member
Print Name and Title

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"[1]) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	10/13/22 Date
Matthew D. Jessup, Member	[redacted]
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
McManimon, Scotland & Baumann, LLC	973-622-1800
Vendor's Name	Vendor's Phone Number
75 Livingston Avenue, Suite 201	973-622-7333
Vendor's Address (Street Address)	Vendor's Fax Number
Roseland, New Jersey 07068	mjessup@msbnj.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[1] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	McManimon, Scotland & Baumann, LLC
Physical Address of Individual or Organization	75 Livingston Avenue Roseland, NJ 07068
Unique Entity ID (if applicable)	N/A
CAGE/NCAGE Code (if applicable)	N/A
Check the box that represents the type of business organization:	

☐Sole Proprietorship (skip Parts III and IV) ☐Non-Profit Corporation (skip Parts III and IV)

☐For-Profit Corporation (any type) ☒Limited Liability Company (LLC) ☐Partnership

☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Mahwah is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township of Mahwah to notify the Township of Mahwah in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Mahwah, permitting the Township of Mahwah to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Matthew D. Jessup	Title:	Member
Signature:	Matt	Date:	10/13/25

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	
OR	
☒	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of Township of Mahwah. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Mahwah is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award Township of Mahwah to notify the Township of Mahwah in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Mahwah, permitting the Township of Mahwah to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Matthew D. Jessup	Title:	Member
Signature:	Matthew	Date:	10/13/15

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities		
Section A		
☐	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.	
Name of Business Entity		**Physical Address**
Add additional sheets if necessary		
OR		
☒	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.	

Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

Add additional Sheets if necessary

OR

☑	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Mahwah is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township of Mahwah to notify the Township of Mahwah in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township of Mahwah, permitting the Township of Mahwah to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Matthew D. Jessup	Title:	Member
Signature:		Date:	10\13\25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

McManimon, Scotland & Baumann, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

75 Livingston Avenue, Second Floor

Requester's name and address (optional)

6 City, state, and ZIP code

Roseland, New Jersey 07068

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 10/13/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND MATTHEW D. JESSUP, ESQ. OF MCMANIMON, SCOTLAND & BAUMANN, LLC 2026 TOWNSHIP BOND COUNSEL

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Matthew D. Jessup, Esq. of McManimon, Scotland & Baumann, LLC, Attorneys at Law, with offices at 75 Livingston Avenue, Roseland, NJ 07068 (the "Township Bond Counsel").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, Matthew D. Jessup, McManimon, Scotland & Baumann, LLC, has been appointed Township Bond Counsel of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. McManimon, Scotland & Baumann, LLC shall perform bond counsel services required by his appointment as Township Bond Counsel to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Bond Counsel agrees to accept compensation the sum of as set forth in the attached Exhibit D, also known as AGREEMENT. Expenses shall be billed at cost.

3. Payment shall be made by the Township upon the submission by Township Bond Counsel of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services.

4. It is recognized and understood that in accordance with the Township's budget process, the professional services for this agreement shall not exceed a total of $5,000 and the Cost of Issuance of Debt or any work leading up to debt issuance- without a resolution authorizing an amendment to this agreement to increase the compensation limitations established herein. In the event any services are provided which exceed

this amount, the Township is not under any obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the vendor/professional to notify the Township prior to commencing work that will exceed the amount to exceed of the contract.

5. The services contemplated by this Agreement shall be performed under the supervision and direction of Matthew D. Jessup and professionals within with firm. Township Bond Counsel is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

6. Township Bond Counsel shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Bond Counsel, their agents, servants and employees.

7. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Bond Counsel represents that the firm's employees are authorized to practice professional bond counsel services.

8. This Agreement has been awarded to Township Bond Counsel based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Bond Counsel does hereby attest that Township Bond Counsel, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

9. Township Bond Counsel is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Bond Counsel receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Bond Counsel's responsibility to determine if filing is necessary.

10. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Bond Counsel shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

11. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Bond Counsel has been retained are concluded, whichever is sooner.

12. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

13. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

14. Township Bond Counsel shall retain records in accordance with N.J.A.C. 17:44-2.2.

15. Township Bond Counsel agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Matthew D. Jessup
McManimon, Scotland & Baumann, LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #019 -26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Planning Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Colliers Engineering and Design, Inc. for the period January 1, 2026-December 31, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Colliers Engineering and Design, Inc. as the Township Planner; and

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract be and is hereby awarded to Colliers Engineering & Design, Inc. located at 101 Crawfords Corner, STE 3400, Holmdel, NJ 07733 for Planning Services as the Township Planner for an annual contract amount of $ 50,000.00, for the period of January 1, 2026 through December 31, 2026 and that adoption of the Resolution is contingent upon the Township C.F.O. submitting a certificate as to the availability of funds, and the Township Clerk shall attach said certificate to the original of this Resolution.

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 et seq., because the practice of Professional Planning Services as the Township Planner is regulated by law and because it has been determined Colliers Engineering & Design, LLC is authorized by law to practice said profession.

BE IT FURTHER RESOLVED, that Colliers Engineering & Design, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Colliers Engineering & Design, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

BE IT FURTHER RESOLVED, that compensation for said Township Planner for the year 2026 shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-18 and pursuant to agreement to be entered into between the parties; and

BE IT FURTHER RESOLVED, that the annual basic retainer services shall not exceed contract amount of $50,000.00 without further authorization of the Governing Body, and the Chief Financial Officer has certified that the funds are available in account number 01-201-21-180-204 (Planning/Zoning Professional Services).

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney.

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and aforesaid Contract on file and available for inspection in the office of the Township Clerk and shall forward a copy of this Resolution to the Mayor, Business Administrator, QPA, CFO, and Colliers Engineering & Design, Inc. 101 Crawfords Corner, STE 3400, Holmdel, NJ 07733.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

Shelbourne at Hunterdon
53 Frontage Road, Suite 110
Hampton, New Jersey 08827
Main: 877 627 3772

Colliers
Engineering
& Design

October 24, 2025

Janet Puzo, Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

2026 Professional Service Contract
Township of Mahwah – Township Planner
January 1, 2026 - December 31, 2026

Dear Ms. Puzo,

Thank you for your email of October 8, 2025, wherein you requested we submit a proposal for the Professional Service Contract – Township of Mahwah – Township Planner for the period January 1, 2026 – December 31, 2026. Please accept this letter as Colliers Engineering & Design's proposal to serve in this capacity.

As you know, Colliers Engineering & Design is an award-winning firm with a team of experienced professionals who have provided planning and related consulting services to municipalities, counties, and agencies throughout New Jersey since 1984. Our firm takes great pride in our work and we are pleased to submit this proposal to you.

As lead planner for the Township of Mahwah, I would be billed at $195.00/hour and assisted by Austin Bejin, AICP, PP; and Nicholas Dickerson, AICP, PP. Our team offers over 30 years of planning experience and I have over 18 years of professional planning experience, specializing in municipal land use planning and affordable housing. I have served as the appointed planner for several municipalities over the past 15 years with projects including master plan reexaminations and amendments, zoning ordinance revisions, affordable housing litigation, redevelopment, and special projects. I have been intimately involved with the Township's affordable housing litigation, settlement agreements, and implementation since 2015.

Attached please find our 2026 rate schedule. There have been no changes since we provided you with our W-9 last year. I look forward to continuing to work with you in 2026. If there any questions, or you require further information, please do not hesitate to contact me.

Sincerely,

Colliers Engineering & Design, Inc.

Darlene A. Green

Darlene A. Green, PP, AICP
Project Manager

R:\Administration\Clinton 1\Exec\dj\2026\RFP\Mahwah\251024dag_puzo_proposal.docx

Colliers
Engineering & Design

Township of Mahwah, Bergen County, New Jersey
Rates are effective January 1, 2026 through December 31, 2026

Technical Staff Rates	
Billing Titles	Hourly Rates
Technical Director	195.00
Project Manager	190.00
Senior Project Specialist	185.00
Project Specialist	180.00
Technical Professional	175.00
Technical Specialist	170.00
Specialist	165.00
Senior Data Technician	160.00
Senior Technical Assistant	155.00
Technical Assistant	145.00
Data/Field Technician	135.00
Survey Crew - 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) - 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) - 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	330.00
LSRP (NJ Only)	290.00

Reimbursable Expenses	
General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.70 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.20 / Each
Color Photocopies	2.20 / Each
Document Binding	4.50 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	95.00 / Each
Primary Plan Set Submission Digital Signature	325.00 / Set
Additional Plan Set Submissions Digital Signature	100.00 / Set
Mileage Reimbursement*	0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Colliers Engineering & Design, Inc. located at HQ: 101 Crawfords Corner Road, Suite 3400, Holmdel, NJ 07733 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
The Colliers Group, Inc.	666 Fifth Avenue, NY, NY 10103

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Colliers Engineering & Design, Inc.
Signature of Affiant: Tereza Mirkovic Title: Regulatory Affairs Specialist
Printed Name of Affiant : Tereza Mirkovic Date: 11/24/2025

Subscribed and sworn before me this 24th day of November, 2025
My Commission expires:

Hildy J. Knight
NOTARY PUBLIC
State of New Jersey
My Commission Expires 6/24/28

Tereza Mirkovic
(Affiant)
Tereza Mirkovic, Regulatory Affairs Specialist
(Print name & title of affiant) (Corporate Seal)

COLLIERS ENGINEERING & DESIGN INCORPORATED 1985

Revised July 20, 2023 per P.L. 2023, c.60

COLLIER-01 MMCFARLANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV)	22276
INSURED Colliers Engineering & Design, Inc. 101 Crawfords Corner, Suite 3400 Holmdel, NJ 07733	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			[redacted]	2/25/2025	2/25/2026	Per Claim Limit	1,000,000
A	& Pollution Liab.			[redacted]	2/25/2025	2/25/2026	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*NAMED INSUREDS INCLUDE:

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying CT P.C.; Colliers Engineering & Design/Maser Consulting Inc.; Colliers Land Services, LLC.; CED Architecture, Inc.; Colliers Engineering & Design CT, P.C., Phase Zero Design Corp.

Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jared Maxwell

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0099895 FOR COLLIERS ENGINEERING & DESIGN, INC. IS VALID.

Return

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND COLLIERS ENGINEERING & DESIGN, INC. 2026 TOWNSHIP PLANNER

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Colliers Engineering & Design, Inc. located at 101 Crawfords Corner, STE 3400, Holmdel, NJ 07733 (the "Township Planner").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, Colliers Engineering & Design, Inc. has been appointed Township Planner of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Colliers Engineering & Design, Inc. shall perform planning services required by his appointment as Township Planner to the Township of Mahwah as an independent contractor.

2. The Township shall pay Township Planner a total sum of $50,000.00 to perform services as stated in the proposal dated October 24, 2025, inclusive of retainer services, not to exceed $10,000.00 annually, to include routine telephone calls and correspondence. The Planner will provide additional services, on a task billed basis when requested in advance by the Township Business Administrator in accordance with the Fee Schedule attached as Exhibit D "2026 Rate Schedule". The total annual amount for additional services shall not exceed $40,000.00 for the term of this agreement. As part of the additional services contract of $40,000.00, any project in excess of $5,000.00 will be designated as a "Special Project" and must be approved by Township Council or Planning Board resolution. "Special Projects" shall require their own contract.

3. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are

rendered with an attached itemized bill of those services. Approved vouchers will be paid within forty-five (45 days) of receipt.

4. The Township Planner shall also receive compensation, chargeable to escrow accounts, at the rates set forth in Exhibit D "2026 Rate Schedule," for time expended at public hearings on specific applications.

5. In the event any services are provided that exceed $50,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of Township Planner to notify the Township prior to commencing work that will exceed $50,000.00.

6. Payment shall be made by the Township upon the submission by Township Planner of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

7. The services contemplated by this Agreement shall be performed under the supervision and direction of Darlene A. Greene, PP, AICP and professionals within with firm. Township Planner is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

8. Township Planner shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Planner, their agents, servants and employees.

9. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of planning is regulated by law and because Township Planner represents that the firm's employees are authorized to practice professional planning services.

10. This Agreement has been awarded to Township Planner based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Planner does hereby attest that Township Planner, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

11. Township Planner is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Planner receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Planner 's responsibility to determine if filing is necessary.

12. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Planner shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

13. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Planner has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Planner shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Planner agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

Carolyn George, RMC
Municipal Clerk

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki
Mayor

WITNESS:

_____

_____
Darlene A. Greene, PP, AICP
Colliers Engineering & Design, Inc.

EXHIBIT "A"

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

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.**

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed

in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #020-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Tax Appeal Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Brian M. Chewcaskie, Esq. of Cleary, Giacobbe, Alfieri, Jacobs, LLC, as Township Tax Appeal Attorney for the year 2026, and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Brian M. Chewcaskie, Esq., and Cleary, Giacobbe, Alfieri, Jacobs, LLC and is desirous of awarding a Professional Services Contract to Brian M. Chewcaskie, Esq., for Tax Appeal Legal Services as the Township Tax Appeal Attorney for the year 2026; and

WHEREAS, the CMFO has provided a certification as to Availability of Funds in Operating **Account 01-201-20-155-219 (Miscellaneous Legal/Litigation).**

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Brian M. Chewcaskie, Esq., and Cleary, Giacobbe, Alfieri, Jacobs, LLC as 2026 Township Tax Appeal Attorney.

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract be and is hereby awarded to Brian M. Chewcaskie, Esq., and Cleary, Giacobbe, Alfieri, Jacobs, LLC located at 69 Ramapo Valley Road, UL105, Oakland, NJ 07436 for the period of January 1, 2026 through December 31, 2026 and that adoption of the Resolution is contingent upon the Township C.F.O. submitting a certificate as to the availability of funds, and the Township Clerk shall attach said certificate to the original of this Resolution.

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 et seq., because the practice of Tax Appeal Legal Services is regulated by law and because it has been determined Brian M. Chewcaskie, Esq., and Cleary, Giacobbe, Alfieri, Jacobs, LLC is authorized by law to practice said profession.

BE IT FURTHER RESOLVED, that compensation for said Tax Appeal Attorney for the year 2026 shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-18 and pursuant to agreement to be entered into between the parties; and

BE IT FURTHER RESOLVED that the contract is awarded an amount not to exceed $75,000.00 and that this contract amount shall not be exceeded without a council resolution approving the contract increase; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney.

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk and forward a copy of this Resolution to the Business Administrator, QPA, CMFO, Township Attorney, and Brian M. Chewcaskie, Esq. of Cleary, Giacobbe, Alfieri, Jacobs, LLC, 169 Ramapo Valley Road, UL105, Oakland, NJ, 07436.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

CLEARY | GIACOBBE | ALFIERI | JACOBS LLC

BRIAN M. CHEWCASKIE, Partner
bchewcaskie@cgajlaw.com

Reply to: Oakland Office

October 9, 2025

Via FedEx Overnight
Ms. Janet Puzo
Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Re: **2026 Professional Services Contract – Township of Mahwah – Tax Appeal Attorney**

Dear Ms. Puzo,

Thank you for the opportunity to submit the proposal and qualifications of our Firm, Cleary Giacobbe Alfieri Jacobs, LLC, to continue serving the Township of Mahwah ("Township") as Township Tax Appeal Attorney.

As you are aware, I currently serve as Tax Appeal Attorney to the Township. The Firm currently serve as municipal tax appeal attorney for the Township of Cedar Grove, Borough of Fair Haven, Borough of Fort Lee, Township of Howell, Township of Lakewood, Borough of Leonia, Township of Mahwah, Borough of Manalapan, Township of Marlboro, Borough of Oakland, the City of Passaic, and the Township South Hackensack. We are also special tax counsel to the Borough of Franklin Lakes, and the Borough of Wood-Ridge. We have numerous reported Superior Court and Tax Court Opinions.

The Firm proposes to continue providing legal services at the rate of $190.00 per hour for all attorneys, including partners, counsel and associates and $110.00 per hour for paralegals. As a Firm, we strive to respond quickly and efficiently to our clients' needs. I have enclosed our resume for your review and invite you to visit our updated website at www.cgajlaw.com. Please feel free to contact me directly with any questions or concerns that you may have.

I have enclosed a W-9 form and 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,

Brian M. Chewcaskie
Encl.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cleary Giacobbe Alfieri Jacobs, LLC located at 169 Ramapo Valley Road, Upper Level 105, Oakland, NJ 07436 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Matthew J. Giacobbe	[redacted]
Salvatore Alfieri	[redacted]
Mitchell B. Jacobs	[redacted]
Joseph A. Lagana	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs, LLC
Signature of Affiant: [signature] Title: Partner
Printed Name of Affiant: Brian M. Chewcaskie Date: November 21, 2025

Subscribed and sworn before me this 21 day of November, 2025.
My Commission expires: August 16, 2029

[signature]
(Affiant)
Austin T. Murphy, Notary
(Print name & title of affiant) (Corporate Seal)

AUSTIN T. MURPHY
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 50224927
MY COMMISSION EXPIRES 8/16/2029

Revised July 20, 2023 per P.L. 2023, c.60

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC
656 Shrewsbury Ave
Suite 200
Tinton Falls NJ 07701

CONTACT NAME: Matthew Morris
PHONE (A/C, No, Ext): (732) 380-0900 **FAX (A/C, No):** (732) 380-0909
E-MAIL ADDRESS: mattmorris@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Ironshore Indemnity Inc.	23647
INSURER C : Sentinel Insurance Company, Ltd.	11000
INSURER D : Berkley Insurance Company	32603
INSURER E : At-Bay Specialty Insurance Co.	19607
INSURER F :	

INSURED CLEAR-1
Cleary, Giacobbe, Alfieri, Jacobs, LLC
PO Box 533
Matawan NJ 07747

COVERAGES **CERTIFICATE NUMBER:** 770946470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	2/17/2026	2/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY	Y	Y	[redacted]	2/17/2026	2/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	[redacted]	2/17/2025	2/17/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	2/17/2026	2/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E B	Professional Liability Cyber Liability Excess Professional Liability			[redacted]	6/3/2025 6/3/2025 6/3/2025	6/3/2026 6/3/2026 6/3/2026	Each Claim Each Claim Each Claim	5,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured as required by written contract. Coverage is primary and non-contributory and includes a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1598238 FOR CLEARY GIACOBBE ALFIERI & JACOBS LLC IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Cleary Giacobbe Alfieri & Jacobs, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☑ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

955 State Highway 34-Suite 200

6 City, state, and ZIP code

Matawan, NJ 07747

Requester's name and address (optional)

Township of Mahwah

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person | Date October 9, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND BRIAN CHEWCASKI, ESQ.- 2026 TOWNSHIP TAX APPEAL ATTORNEY

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Brian M. Chewcaskie, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, located at 69 Ramapo Valley Road, UL105, Oakland, NJ 07436 (the "Township Tax Appeal Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Tax Appeal Attorney for the Township of Mahwah; and

WHEREAS, Brian M. Chewcaskie, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, has been appointed Township Tax Appeal Attorney of the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Brian M. Chewcaskie, Esq. shall perform legal services required by his appointment as Township Tax Appeal Attorney of the Township of Mahwah as an independent contractor, at the hourly rate of $190.00 for attorneys, $110.00 per hour for paralegals, plus expenses.

2. The Township shall pay the Township Tax Appeal Attorney billing submitted monthly at the hourly rate of $190.00 per hour for attorneys and $110.00 per hour for paralegals, plus expenses. The total contract amount shall not exceed $75,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $75,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Tax Appeal Attorney to notify the Township prior to commencing work that will exceed $75,000.00.

3. Payment shall be made by the Township upon the submission by Township Tax Appeal Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability

of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Brian M. Chewcaskie, Esq. and professionals within with firm. Township Tax Appeal Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Tax Appeal Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Tax Appeal Attorney, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Tax Appeal Attorney represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Tax Appeal Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Tax Appeal Attorney does hereby attest that Township Tax Appeal Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Tax Appeal Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Tax Appeal Attorney receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Tax Appeal Attorney's responsibility to determine if filing is

necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Tax Appeal Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Tax Appeal Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Tax Appeal Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Tax Appeal Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

_____
Carolyn George, RMC, Municipal Clerk

By:_____
James J. Wysocki, Mayor

WITNESS:

_____

_____
Brian M. Chewcaskie, Esq.
Cleary Giacobbe Alfieri Jacobs LLC

EXHIBIT "A"

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

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**.

(name) _____ (date) _____

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #021-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Brian Chewcaskie Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC as Township Attorney for Ongoing Litigation for 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Cleary, Giacobbe, Alfieri, Jacobs, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Cleary, Giacobbe, Alfieri, Jacobs, LLC has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has certified that funds are available in Operating Account #01-201-20-155-219 (Misc. Legal/Litigation);

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah does hereby award a contract in an amount not-to-exceed $50,000.00 to Brian M. Chewcaskie, Esq. of the firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC for matters of continuing litigation for 2026; and

BE IT FURTHER RESOLVED that matters covered under this contract include:

- Mahwah v. RMI (BER-L 3189-17).

BE IT FURTHER RESOLVED that the Township Attorney for Ongoing Litigation may request additional matters be added to said Contract, from time to time, upon written notice to the Mayor, Business Administrator, and Township Council; and

BE IT FURTHER RESOLVED that the Contract amount shall not exceed $50,000.00 without the further authorization of the Governing Body; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of Cleary, Giacobbe, Alfieri, Jacobs, LLC are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Municipal Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Municipal Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection and shall forward a copy of this Resolution to the Business Administrator, QPA, Township Attorney, CMFO, and Brian M. Chewcaskie, Esq. of Cleary, Giacobbe, Alfieri, Jacobs, LLC, 169 Ramapo Valley Road, UL105, Oakland, NJ 07436.

CERTIFICATION

I hereby certify that this resolution consisting of two pages, was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

CLEARY | GIACOBBE | ALFIERI | JACOBS LLC

BRIAN M. CHEWCASKIE, Partner
bchewcaskie@cgajlaw.com

Reply to: Oakland Office

October 14, 2025

Via FedEx Overnight
Ms. Janet Puzo
Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Re: **Legal Services Proposal: Township Attorney for Ongoing Litigation**
Township of Mahwah v. Ramapough Mountain Indian BER-L-003189-17

Dear Ms. Puzo,

Thank you for the opportunity to submit the qualifications of our Firm, Cleary Giacobbe Alfieri Jacobs, LLC, to continue serving the Township of Mahwah ("Township") as Township Attorney for Ongoing Litigation. The firm is currently serving as Counsel to the township in the above referenced case.

Members of the Firm's Litigation Practice Group are prepared to continue providing representation on behalf of the Township in both the state and federal courts of New Jersey where the Township, its officers as well as individual employees are named as defendants. The firm has experience handling complex litigation claims including Tort Claims, Conscientious Employee Protection Act claims, Law Against Discrimination claims, and Civil Rights violation claims.

The Firm proposes to continue providing legal services at the rate of $190.00 per hour for all attorneys, including partners, counsel and associates and $110.00 per hour for paralegals. As a Firm, we strive to respond quickly and efficiently to our clients' needs. I have enclosed our W-9 form and invite you to visit our updated 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,

Brian M. Chewcaskie
Encl.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cleary Giacobbe Alfieri Jacobs, LLC located at 169 Ramapo Valley Road, Upper Level 105, Oakland, NJ 07436 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Matthew J. Giacobbe	[redacted]
Salvatore Alfieri	[redacted]
Mitchell B. Jacobs	[redacted]
Joseph A. Lagana	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs, LLC
Signature of Affiant: _____ Title: Partner
Printed Name of Affiant: Brian M. Chewcaskie Date: November 21, 2025

Subscribed and sworn before me this 21 day of November, 2025.
My Commission expires: August 16, 2029

Austin T. Murphy
(Affiant)
Austin T. Murphy, Notary
(Print name & title of affiant) (Corporate Seal)

AUSTIN T. MURPHY
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 50224927
MY COMMISSION EXPIRES 8/16/2029

Revised July 20, 2023 per P.L. 2023, c.60

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
World Insurance Associates, LLC
656 Shrewsbury Ave
Suite 200
Tinton Falls NJ 07701

CONTACT NAME: Matthew Morris
PHONE (A/C, No, Ext): (732) 380-0900 FAX (A/C, No): (732) 380-0909
E-MAIL ADDRESS: mattmorris@worldinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Ironshore Indemnity Inc.	23647
INSURER C : Sentinel Insurance Company, Ltd.	11000
INSURER D : Berkley Insurance Company	32603
INSURER E : At-Bay Specialty Insurance Co.	19607
INSURER F :	

INSURED
Cleary, Giacobbe, Alfieri, Jacobs, LLC
PO Box 533
Matawan NJ 07747
CLEAR-1

COVERAGES **CERTIFICATE NUMBER:** 770945470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	[redacted]	2/17/2026	2/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	[redacted]	2/17/2026	2/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	[redacted]	2/17/2026	2/17/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	2/17/2026	2/17/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E B	Professional Liability Cyber Liability Excess Professional Liability			[redacted]	6/3/2025 6/3/2025 6/3/2025	6/3/2026 6/3/2026 6/3/2026	Each Claim Each Claim Each Claim	5,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured as required by written contract. Coverage is primary and non-contributory and includes a waiver of subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1598238 FOR CLEARY GIACOBBE ALFIERI & JACOBS LLC IS VALID.

Return

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND BRIAN CHEWCASKI, ESQ. – 2026 TOWNSHIP ATTORNEY FOR ONGOING LITIGATION

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Brian M. Chewcaskie, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, located at 69 Ramapo Valley Road, UL105, Oakland, NJ 07436 (the "Township Attorney for Ongoing Litigation").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Attorney for Ongoing Litigation for the Township of Mahwah; and

WHEREAS, Brian M. Chewcaskie, Esq., of Cleary, Giacobbe, Alfieri, Jacobs, LLC, has been appointed Township Attorney for Ongoing Litigation for the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Brian M. Chewcaskie, Esq. shall perform legal services required by his appointment as Township Attorney for Ongoing Litigation of the Township of Mahwah as an independent contractor, at the hourly rate of $190.00 for attorneys, $110.00 per hour for paralegals, plus expenses.

2. The Township shall pay the Township Attorney for Ongoing Litigation billing submitted monthly at the hourly rate of $190.00 per hour for attorneys and $110.00 per hour for paralegals, plus expenses. The total contract amount shall not exceed $50,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $50,000.00, the Township

has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Attorney for Ongoing Litigation to notify the Township prior to commencing work that will exceed $50,000.00.

3. Payment shall be made by the Township upon the submission by Township Attorney for Ongoing Litigation of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services including the contract resolution number, contract not-to-exceed, to date billing, and contract balance or a cover letter or statement showing the same.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Brian M. Chewcaskie, Esq. and professionals within with firm. Township Attorney for Ongoing Litigation is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. The matters covered under this contract include: Mahwah Vs. Ramapo Mountain Indians BER-L-003189-17.

6. Township Attorney for Ongoing Litigation shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Ongoing Litigation Attorney, their agents, servants and employees.

7. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Attorney for Ongoing Litigation represents that the firm's employees are authorized to practice professional legal services.

8. This Agreement has been awarded to Township Attorney for Ongoing Litigation based upon their merits and abilities to provide the services as described herein. This Agreement

was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Attorney for Ongoing Litigation does hereby attest that Township Attorney for Ongoing Litigation, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

9. Township Attorney for Ongoing Litigation is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Attorney for Ongoing Litigation receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Attorney for Ongoing Litigation's responsibility to determine if filing is necessary.

10. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Attorney for Ongoing Litigation shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

11. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Attorney for Ongoing Litigation has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Attorney for Ongoing Litigation shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Attorney for Ongoing Litigation agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Brian M. Chewcaskie, Esq.
Cleary Giacobbe Alfieri Jacobs LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #022-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Real Estate Tax Appeal Appraisal Consultant Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Robert McNerney of McNerney & Associates, Inc. as Township Real Estate Tax Appeal Appraisal Consultant for the period January1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, McNerney & Associates Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that McNerney & Associates, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Robert McNerney of McNerney & Associates, Inc. (the "Professional") and is desirous of awarding a Professional Services Contract to Robert McNerney for Real Estate Tax Appeal Appraisal Consultant Services for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Operating Account 1-201-20 -150-204 (Tax Assessment Professional Services);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Robert McNerney as the Township Real Estate Tax Appeal Appraisal Consultant; and

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract in an amount not to exceed $50,000.00 be and is hereby awarded to Robert McNerney of McNerney & Associates, Inc., for Real Estate Tax Appeal Appraisal Consultant Services for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that the contract amount shall not be exceeded without further authorization of the Governing Body, and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 et seq., because the practice of Professional Real Estate Tax Appeal Appraisal Services is regulated by law and because it has been determined that Robert McNerney of McNerney & Associates, Inc. is authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk, and will forward a copy to the Business Administrator, QPA, CMFO, Assistant to the Business Administrator and McNerney & Associates, Inc., 266 Harristown Road, Glen Rock, New Jersey 07452.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

McNerney & Associates, Inc.

Real Estate Appraisal Services • 175 Rock Road, P.O. Box 67, Glen Rock, New Jersey 07452-0067 • (201) 670-8558 • Fax (201) 670-0913

October 14, 2025

Mr. Benjamin Kezmarsky
Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

RE: APPRAISAL SERVICES - 2026
Tax Court of New Jersey
Township of Mahwah, New Jersey

Dear Mr. Kezmarsky:

At your request, I am submitting the following proposal for appraisal services relative to the pending Tax Appeals within the Township of Mahwah. The costs for providing the municipality with the appraisals necessary in the defense of these appeals in any single tax year are as follows:

Appraisal Fee Summary	
Type of Property	Estimated Fee
Properties Which Have an Equalized Assessment of $500,000 and Under	$1,500
Properties Which Have an Equalized Assessment Between $500,001 - $1,000,000	$2,000
Properties Which Have an Equalized Assessment Between $1,000,001 - $2,500,000	$2,500
Properties Which Have an Equalized Assessment Between $2,500,001 - $5,000,000	$3,500
Properties Which Have an Equalized Assessment Between $5,000,001 - $7,500,000	$5,000
Properties Which Have an Equalized Assessment Over $7,500,000	To Be Determined

This fee schedule should not be considered a specific proposal for appraisal services but more a guide so that you may estimate the cost associated with the defense of appeals. All appraisal reports will be delivered to the Assessor and Attorney within 30 days of authorization to proceed with same. In addition to the appraisal fee, court time and conference time will be billed at an hourly rate of $100.

The will be no charge for telephone calls to or from the Assessor and Attorney nor will there be a charge for the review of the cases. Typically, we do not provide for a preliminary appraisal as the cost for a preliminary closely resemble the cost of a trial ready appraisal report.

If you have any questions regarding this information, please do not hesitate to contact me.

Sincerely yours,

Robert McNerney, MAI, SRA, CRE
President

ORIGINAL

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McNerney & Associates, Inc located at P.O. Box 67, Glen Rock, NJ 07452-0067 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2026 to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Robert McNerney	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: McNerney & Associates, Inc.
Signature of Affiant: [signature] Title: President
Printed Name of Affiant: Robert mcNerney Date: 11/20/2025

Subscribed and sworn before me this 20 day of November, 2025
My Commission expires:

[signature]
(Affiant)
Robert McNerney - President
(Print name & title of affiant) (Corporate Seal)

FRANCINE S GOLDSTEIN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOVEMBER 7,2027
COMMISSION: #50071563

[signature]

Revised July 20, 2023 per P.L. 2023, c.60



Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0082173 FOR MCNERNEY & ASSOCIATES, INC. IS VALID.

Return

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
McNerney & Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
175 Rock Road, P.O. Box 67

Requester's name and address (optional)

6 City, state, and ZIP code
Glen Rock, New Jersey 07452-0067

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/14/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND ROBERT MCNERNEY, OF MCNERNEY & ASSOCIATES, INC. 2026 TOWNSHIP TAX APPEAL APPRASAL CONSULTANT

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Robert McNerney of McNerney & Associates, Inc., located at, 175 Rock Road, P.O. Box 67, Glen Rock, New Jersey 07452-0067 (the "Township Real Estate Tax Appeal Appraisal Consultant").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:26-4, Robert McNerney, McNerney & Associates, Inc., has been appointed Township Real Estate Tax Appeal Appraisal Consultant of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Robert McNerney, of, McNerney & Associates, Inc., shall perform services required by his appointment as Township Real Estate Tax Appeal Appraisal Consultant to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Real Estate Tax Appeal Appraisal Consultant agrees to accept compensation the sum as set forth in the attached Exhibit "D." The total contract amount shall not exceed $50,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $50,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the by Township Real Estate Tax Appeal Appraisal Consultant to notify the Township prior to commencing work that will exceed $50,000.00.

3. Payment shall be made by the Township upon the submission by Township Real Estate Tax Appeal Appraisal Consultant of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall

be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Robert McNerney and professionals within with firm. Township Real Estate Tax Appeal Appraisal Consultant is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Real Estate Tax Appeal Appraisal Consultant shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Real Estate Tax Appeal Appraisal Consultant, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Tax Appeal Appraisal Consulting is regulated by law and because Township Real Estate Tax Appeal Appraisal Consultant represents that the firm's employees are authorized to practice professional Real Estate Tax Appeal Appraisal Consultant services.

7. This Agreement has been awarded to Township Real Estate Tax Appeal Appraisal Consultant based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Real Estate Tax Appeal Appraisal Consultant does hereby attest that Township Real Estate Tax Appeal Appraisal Consultant, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Real Estate Tax Appeal Appraisal Consultant is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Financial Planner receives contracts in excess of $50,000 from public

entities in a calendar year. It is Township Real Estate Tax Appeal Appraiser Consultant's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Real Estate Tax Appeal Appraiser Consultant shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Real Estate Tax Appeal Appraisal Consultant has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Real Estate Tax Appeal Appraisal Consultant shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Real Estate Tax Appeal Appraisal Consultant agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

WITNESS:

_____

_____
Robert McNerney, McNerney & Associates, Inc.
McNerney & Associates, Inc.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #023-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Financial Planning Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Acacia Financial Group, Inc. and is desirous of awarding a Professional Services Contract to Acacia Financial Group, Inc. as the Township Financial Advisor for the year 2026; and

WHEREAS, Joshua C. Nyikita has completed and submitted a Business Entity Disclosure Certification which certifies that Acacia Financial Group, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the Mayor has appointed Joshua C. Nyikita, Acacia Financial Group, Inc. as Township Financial Advisor for the year 2026; and

WHEREAS, the CMFO has provided a certification as to Availability of Funds in Operating Account 01-201-20-130-204 (Finance – Professional Services).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Joshua C. Nyikita, Acacia Financial Group, Inc. as Township Financial Advisor.

BE IT FURTHER RESOLVED, by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract be and is hereby awarded to Acacia Financial Group, Inc. located at 6000 Midlantic Dr., Suite 410 North, Mt. Laurel, NJ 08054 for the period of January 1, 2026 through December 31, 2026 and that adoption of the Resolution is contingent upon the Township C.F.O. submitting a certificate as to the availability of funds, and the Township Clerk shall attach said certificate to the original of this Resolution.

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 et seq., because the practice of Financial Advisory Services is regulated by law and because it has been determined Joshua C. Nyikita, Acacia Financial Group, Inc. is authorized by law to practice said profession.

BE IT FURTHER RESOLVED, that compensation for said Financial Advisory Services for the year 2026 shall be claimed, approved and paid in the manner set forth in N.J.S.A. 40A:5-18 and pursuant to agreement to be entered into between the parties; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized to execute the aforesaid Contract in form to be approved by the Township Attorney.

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk and forward a copy of this Resolution to the Business Administrator, QPA, CMFO, Township Attorney, Assistant to the Business Administrator, and Acacia Financial Group, Inc., 6000 Midlantic Dr., Suite 410 North, Mt. Laurel, NJ 08054.

CERTIFICATION

I hereby certify that this Resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

Acacia Financial Group, Inc.

PROPOSAL TO SERVE AS FINANCIAL ADVISOR

TOWNSHIP OF MAHWAH, BERGEN COUNTY, NEW JERSEY



ACACIA
FINANCIAL GROUP, INC.

Submitted: November 7, 2025

6000 Midlantic Drive, Suite 410 North
Mount Laurel, NJ 08054
T: 856-234-2266
F: 856-234-6697
www.acaciafin.com

SUBMISSION OF QUALIFICATIONS FOR
FINANCIAL ADVISORY SERVICES

Township of Mahwah, Bergen County, New Jersey

Prepared by:

ACACIA
FINANCIAL GROUP, INC.

HEADQUARTERS ADDRESS
60000 Midlantic Drive, Suite 410 North
Mount Laurel, NJ 08054

November 7, 2025

TABLE OF CONTENTS

Cover Letter ..... Section 1
Firm Overview ..... Section 2
General Scope of Services ..... Section 3
General Experience ..... Section 4
Redevelopment Experience ..... Section 5
Acacia's Professionals ..... Section 6
Fee Proposal ..... Section 7
Requested Documents ..... Section 8

Section 1

Cover Letter

ACACIA
FINANCIAL GROUP INC.

6000 Midlantic Drive
Suite 410 North
Mount Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

VIA ELECTRONIC DELIVERY

November 7, 2025

Ms. Janet Puzo
Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

Dear Ms. Puzo:

Acacia Financial Group, Inc. ("Acacia") is pleased to submit our qualifications to serve as Financial Advisor to the Township of Mahwah (the "Township"). Acacia is an independent, women owned advisory firm providing a full range of financial advisory services to governmental entities. The firm is certified as a Small Business Enterprise ("SBE") and a Woman Business Enterprise ("WBE") in the State of New Jersey (the "State").

Acacia was founded in 2006 and the firm's professionals bring with them decades of experience providing financial advisory and consulting services to governmental clients and have served on over $100 billion of taxable and tax-exempt financings over the past five years. **Acacia is consistently ranked as a top financial advisory firm on a national level and in the State of New Jersey, ranking within the top 10 financial advisors over the past several years.**

In evaluating the credentials of financial advisory firms, Acacia believes the Township should select a firm with a solid track record in advising governmental entities that possess extensive quantitative capabilities and knowledge of the current market. We believe Acacia's team provides an ideal combination of sound transaction execution, astute management of the rating agency process, development of innovative financing strategies, and in-depth knowledge of traditional and alternative funding mechanisms. Acacia would like to highlight the following aspects of our proposal that we believe differentiates us from other firms.

- ***Experience with the Township:*** Acacia has provided financial advisory services to the Township since 2019. During that time, our professionals have advised the Township with issuances of both bonds and notes, totaling approximately $130.694 million in par amount issued. These issuances include new money transactions, refunding transactions as well as an issuance through the Bergen County Improvement Authority. Most recently, Acacia assisted the Township with the issuance of $24.1 million in General Obligation Bonds, consisting of $14.3 million Redevelopment Bonds, and $9.8 million General Improvement Bonds, Series 2025. The transaction closed in May. In November 2024, Acacia advised the Township with the issuance of $10.7 million Bond Anticipation Notes, and earlier in May of 2024 advised with the issuance of $14.4 million Bond Anticipation Notes, Series 2024. In addition to our work with the Township with bond and note issuances, our firm has also assisted the Township with its long-term capital plan.

- ***New Jersey Municipal Experience:*** Acacia's overall experience working with municipalities in New Jersey spans decades. Currently, the firm serves as financial advisor to over seventy-five (75) municipalities in the State as further detailed in the attached proposal.

- ***Redevelopment Expertise:*** Acacia professionals have provided consulting services on a broad range of redevelopment projects; including mixed-use development, senior and affordable housing and warehouse projects. In connection with these engagements, Acacia has assisted with the negotiation of redevelopment, financial (PILOT) and special assessment agreements, developed independent cash-flow models (PILOT

ACACIA
FINANCIAL GROUP, INC.

6000 Midlantic Drive
Suite 410 North
Mount Laurel, NJ 08054

(856) 234-2266 Phone
(856) 234-6697 Fax

analyses) and provided advice relating to the structuring and financing of the project where applicable. We have experience with various redevelopment financing structures including Redevelopment Area Bonds (RABs). Acacia's experience with New Jersey clients on redevelopment projects is further described herein.

- *Independent Financial Advisory Firm:* **Acacia is registered as a municipal advisor ("MA") with both the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB").** The Township will benefit from the services of a truly independent financial advisor as Acacia is not related to or affiliated with any broker dealer, thereby eliminating any perceived conflict that can arise from the buying and selling of municipal securities.

- *Senior Personnel with Diverse Experience:* Acacia places a premium on senior level service, a commodity prized by our client base. The firm prides itself on providing hands-on, personal financial advisory services backed by a depth of experience that can only be gained from a nationally recognized financial advisory firm. Our professionals have been serving governmental entities in New Jersey for decades.

- *Quantitative Capabilities:* The Acacia team is qualified to assist in developing and executing any plan of finance. The firm has a distinct quantitative focus and regularly develops computer models which can quickly analyze and depict the benefits and implications of various financing alternatives. Our ability to develop custom models and use the data to structure the most cost- effective financing will prove to be an asset to the Township.

Acacia appreciates the opportunity to submit our credentials to continue to assist the Township with its financial advisory needs. If you should have any questions regarding this proposal or about our firm, please do not hesitate to contact me.

Sincerely,

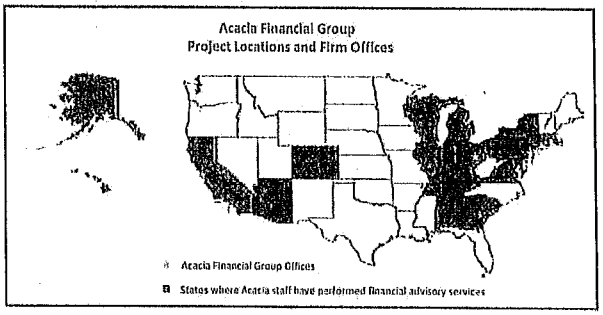
Joshua C. Nyikita
Managing Director

Section 2

Firm Overview

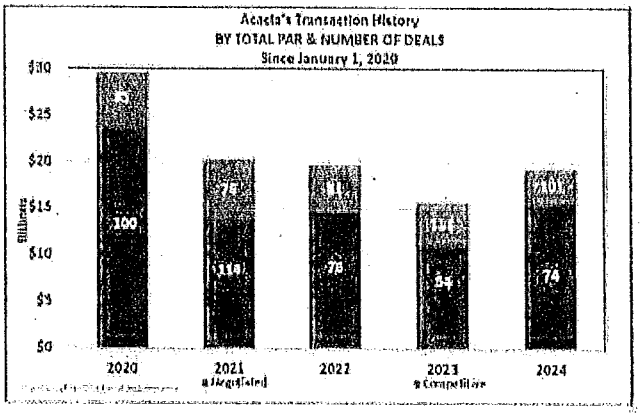
FIRM OVERVIEW

Acacia is an independent, women-owned firm providing comprehensive financial advisory services to governmental entities since 2006. Our professionals have the experience and expertise to assist with our client's financial advisory needs, including plan of finance development and execution, financial modeling, strategic planning, credit review and rating agency strategy, review of financial documents and the analysis of the long-term implications of various financing options.



Acacia was formed with the conviction that governmental entities would benefit from the services of a financial advisory firm that not only has expertise in the issuance of debt but is also cognizant of the policy concerns unique to the public sector. Acacia places a premium on senior level service, a commodity prized by our client base and the reason new clients elect to return to the firm. **The firm's shareholders have decades of experience in servicing the needs of governmental issuers and have assembled a talented team of professionals with diverse experience and backgrounds.** Acacia strives to provide thoughtful advice and analyses to the complex task of designing and implementing public finance strategies.

Independent Financial Advisory Firm: Acacia is registered as a municipal advisor with the Securities Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). Acacia is a fully independent financial advisor, unrelated and unaffiliated with any broker dealer, thereby eliminating any inherent conflict in serving only the interests of our clients. As an independent financial advisory firm, Acacia is free from the potential conflicts that can arise in the buying and selling of municipal securities. Under Dodd Frank, municipal advisors have a federal fiduciary responsibility to their clients. **Acacia's Co-President, Noreen P. White, served as a member of the MSRB for four years,** and in an industry faced by heightened regulation and public scrutiny, Acacia's insight can be an invaluable tool to any governmental issuer.



Track Record: Over the past 5 years, Acacia advised on over $100 billion of tax-exempt and taxable financings. The firm's team of professionals has a proven track record of success managing engagements for governmental entities ranging from small local governments to the largest bi-state authorities. Over the past several years, Acacia has priced bonds and notes an average of two to three times a week, keeping the entire team current as to market conditions and innovative financing structures. **Acacia is consistently ranked as a top financial advisory firm on a national level, ranking 5th in 2021, 2022 and 2023 and 8th in 2024 based on par amount issued. Over the past three years, Acacia has been ranked among the top financial advisors in the State of New Jersey completing over $6.1 billion in par amount issued for approximately 343 transactions.**

Commitment to New Jersey: Acacia's primary focus in the local market is serving issuers within the State of New Jersey. Acacia has compiled an impressive track record of devising strategies to maximize its client's ratings and expand the pool of potential bidders for our clients' competitive sales with the goal of obtaining the lowest possible interest cost. The professionals of Acacia are actively involved in the municipal finance community within the State, attending conferences and seminars to keep abreast of developing rules, regulations and legislation which will impact our New Jersey clients.

Commitment to Quality Management: Acacia's definition of quality financial advisory services extends beyond knowledge of the public finance industry. It encompasses commitment to the client's mission, creativity in developing financial solutions and a demonstrated determination to solve problems and overcome obstacles on a client's behalf.

Firm Resources: In total, the firm has 13 public finance professionals and 3 support staff. The firm commits to providing senior level expertise in the execution of each engagement and has a well-trained, dedicated professional staff to ensure that tasks are completed in a timely and accurate manner.

Market Experience: Acacia uses a wide variety of sources to stay abreast of the market including on-line information services (Bloomberg, Electronic Municipal Market Access ("EMMA") and Thompson Municipal Market Monitor), credit reports and industry dailies. Through our experience as weekly market participants, we are thoroughly familiar with developing situations that may affect the marketability of our clients' debt offerings.

Quantitative Analysis: Acacia's professionals have extensive quantitative experience, utilizing multiple computer programs including DBC Finance for bond structuring, Excel for complex analysis and cash-flow projections, What's Best? for custom optimization models and Bloomberg Analytics for swap modeling. Acacia carefully customizes the application of each program and quantitative methodology on a case-by-case basis, taking into account the specific scope of the project and associated structuring requirements. The firm regularly develops computer models, which can quickly analyze and depict the benefits and implications of various financing alternatives.

Active Market Participation: Acacia is involved on a weekly basis with the structuring and sale of bonds and/or notes for governmental clients. Our ability to evaluate the market for clients' bonds and notes is based upon our market experience and discussions with respect to timing and pricing strategies with national and regional underwriters. As Acacia does not compete for the underwriting of debt, traders and bankers are willing to discuss market developments, changes, and ideas, as well as engage in an open review of pricing levels. This communication keeps Acacia abreast of market trends, allowing us to effectively advise on the pricing of our client's bonds and notes.

Section 3

General Scope of Services

GENERAL MUNICIPAL FINANCIAL ADVISORY SERVICES PROVIDED BY ACACIA

Acacia advises a wide variety of governmental clients, ranging from large, complex state agencies to local level issuers. We have provided services in connection with the development and implementation of detailed plans of finance including the execution of traditional financings for new money and refunding transactions, complicated multi-series refunding and restructuring transactions and short and long-term products. Acacia has extensive experience in the various complexities of negotiated and competitive financings and has tailored our services to best serve our clients. Acacia professionals have developed comprehensive cash-flow, tax impact and user rate models, assisted with the development and compilation of rating agency and investor presentations and provided advice relating to the structuring and financing of long-term debt management plans.

General Services	
Bond/Note Issuances and Structuring	Redevelopment Consulting & RAB Issuance
Capital Planning	Market Intelligence
Secondary Market Disclosure	Budget and Cash Management Consulting
Lease Financing	Rating and Investor Strategies
Refundings and Restructurings	Credit Enhancement
Tax Impact Analysis	Document Preparation
Cash-flow / Rate Modeling	Renewable Energy and Energy Efficiency Financings

Planning Debt Issuance: Acacia's qualifications to assist our clients in developing and executing any finance plan is complimented by our experience from our home State of New Jersey supplemented with our experience across the nation, including new developments in financing structures and market opportunities. We can assist in developing a financial plan in an effort to minimize interest cost and maximize flexibility, while achieving the policy goals and financial objectives of our clients. With our quantitative analytics, we can demonstrate the financial implications of alternative options. This analysis will not only look at the specifics of the particular transaction, but also how that transaction impacts the overall financial position of our clients.

Acacia takes an active role in assisting its clients in the structuring and the execution of bond transactions. For each structure, we can evaluate their benefits, risks and costs, the credit implications and how they fit within the goals, objectives, and priorities of our clients. The Acacia team will continue to devote the time and effort to understand your goals and objectives to ensure each bond issue is structured to address those needs. Acacia prides itself on developing creative solutions for our clients.

Acacia has the resources and capabilities to provide robust comprehensive quantitative analysis of each financing alternative, including restructurings and refundings. We understand that bond sizings, debt service modeling and cash flow analysis provides a basis for informed decision-making.

Of course, each finance plan must be developed within the context of prevailing market conditions. Acacia closely monitors the financial markets and investors' views on different structures, maturities, and credits. This knowledge allows Acacia to assist clients in developing a financing structure to optimize market receptivity.

Document Analysis, Preparation and Review: Whether a traditional new money financing or a complex restructuring transaction, we routinely assist in the review, compilation, and preparation of certain documents. Our professionals take an active approach in the preparation of the financing schedule, distribution lists, meeting agendas and review other documents related to the debt issuance process. In

addition, Acacia reviews the marketing documents (NOS, POS, OS) and in some instances assembles/compiles the preliminary and final official statement. Acacia also takes the lead on preparing applications to the Local Finance Board where appropriate.

Rating Agency Strategies: An integral aspect of any financing involves detailed discussions with the rating agencies. Acacia's professionals have maximized our clients' ratings by devising specific strategies to address the concerns of the rating agencies. Our professionals have successfully obtained credit rating upgrades and established investment grade credit ratings for many of our clients. Acacia's professionals have developed a clear understanding of the analytical methods utilized by Moody's Investors Service, S&P Global Ratings, Fitch Ratings and Kroll Bond Rating Agency. Furthermore, our professional staff understands the rating agency criteria and develops credit rating strategies designed to identify issuer strengths, weaknesses, and historical trends prior to the presentation of materials to rating analysts. In addition, we maintain close personal contact with staff members at the rating agencies regarding their views of debt covenants, innovative financing techniques and unique debt structures. Acacia's long-standing relationship with the credit rating agencies as well as the firm's expertise in the development of rating agency presentations will facilitate this process.

Method of Sale Selection: Acacia is experienced in the execution of both competitive and negotiated sale transactions. In cases where there is a choice on the method of sale, Acacia will advise its clients on the method of sale to use for the transaction based on the credit, structure, and general market conditions. For competitive transactions, Acacia will prepare all bond sizings/amortization schedules and provide advice on the appropriate bid parameters to receive optimal bids based on prevailing market conditions. Acacia researches the appropriate purchase prices, call provisions and timing of sale. A negotiated sale can offer a variety of benefits that can help to lower the overall cost of a financing. These benefits include the ability to offer bonds as retail, tailor couponing to specific investor interests and the flexibility on the sale date to respond to changing market conditions. In conjunction with the senior managing underwriter, our professionals will prepare all bond sizings/amortizations and provide sensitivity analysis on various structuring options such as call provisions, couponing variations and final maturity, balancing yield with call flexibility (if applicable). Additionally, we will prepare detailed cash-flows and confirm all final numbers prepared by the underwriter.

Market Assessment: With our experience as weekly market participants, Acacia is continually monitoring market conditions and developing situations that may affect the marketability of our clients' debt offerings. Acacia prices an average of two to three transactions per week, thereby giving us ample exposure to the machinations of the debt markets. This market exposure allows the firm to structure and coordinate each bond or note sale to achieve the best possible results considering our clients' goals and market conditions.

Secondary Market Disclosure: Acacia's professionals are available to assist their clients with annual secondary market disclosure in connection with the SEC's Rule 15c2-12(b)(5), whether deal specific or as requested by the issuer. The services that Acacia can provide to its clients in connection with annual secondary market disclosure include, but are not limited to, the following:

- Annual review of the existing continuing disclosure agreements to determine the necessary information that is covenanted to be filed on EMMA and the annual date that each document must be filed by on EMMA.
- Request and assist in gathering the information that is covenanted to be filed on EMMA.
- Assist with filing the necessary information on EMMA upon preparation of the documents.

- Monitor rating changes for bond insurers (if applicable).
- Monitor the additional material events listed in the existing continuing disclosure agreements to provide a notice of any changes (when applicable).

General Services: The general scope of services Acacia can provide to its clients may include, but are not limited to, the following:

- Assist in the development of the plan of finance including debt structure, method of sale, terms, timing, marketing, and pricing.
- Prepare independent cash-flows relating to debt structures including scenario analysis as appropriate and development of final numbers.
- Assist in the preparation of the financing schedule, distribution list, meeting agendas, and other transaction management tasks.
- Review the preliminary and final official statements and other documents related to the marketing and issuance of bonds.
- Participate in meetings and conference calls with the working group and other parties.
- Advise on the credit rating strategy and assist with obtaining credit ratings.
- In negotiated transactions: (i) analyze and advise on pricing levels based on the client's historical pricing, results of recent comparable sales in the market, current market conditions and other factors that may impact the sale (such information to be provided in pre-pricing materials) and (ii) participate in negotiations with investment banking groups regarding pricing and final terms of the security offering on behalf of the Client.
- In competitive transactions: (i) assist in the overall coordination of the sale process, (ii) assist in the preparation of the notice of sale and bid specifications; (iii) conduct market outreach and obtain bidder interest and feedback on the sale; (iv) apply for CUSIPs as required by MSRB G-34 and (iv) independently review the bids for conformity to bid specifications and verify the true interest cost or net interest cost.
- Advise on direct bank loan structures including overall management of the RFP process.
- Assist in the evaluation and selection of underwriters/investment bankers, legal counsel, credit facility providers, trustees, verification agents, printers, and other professional service providers, including preparation of request for qualifications (RFQs) or requests for proposals (RFPs) and the evaluation of statements of qualifications, proposals or bids submitted in response thereto (if requested).
- Monitor and evaluate refunding opportunities with respect to the Client's outstanding obligations.
- For refunding transactions, submit or assist with the submission of SLGS subscriptions, evaluate the efficiency of open market securities relative to SLGS and, if necessary or appropriate, prepare bid specifications and conduct the bid process for the purchase of open market securities.
- Analyze proposals presented by investment bankers and other parties related to the issuance of securities (as requested).
- Assist the Client, bond counsel and other transaction team members with the closing of the bonds and/or notes.
- Provide additional services as requested by the Client.

Section 8

Requested Documents

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Acacia Financial Group, Inc. located at 6000 Midlantic Drive, Suite 410 North, Mt. Laurel, NJ 08054 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☑ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Kim M. Whelan	[redacted]
Noreen P. White	[redacted]
Peter D. Nissen	[redacted]
Joshua C. Nyikita	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Acacia Financial Group, Inc.
Signature of Affiant: [signature] Title: Co-President
Printed Name of Affiant: Kim M. Whelan Date: 11/20/2025

Subscribed and sworn before me this 20th day of November, 2025
My Commission expires: Hollie R. Gaunt

[signature]
(Affiant)
Kim M. Whelan, Co-President
(Print name & title of affiant) (Corporate Seal)

HOLLIE R. GAUNT
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 11, 2029
COMMISSION: #2165826

Revised July 20, 2023 per P.L. 2023, ~~c.60~~

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ACACIA FINANCIAL GROUP, INC.
Trade Name:	
Address:	6000 MIDLANTIC DRIVE, STE 410 NORTH MT LAUREL, NJ 08054
Certificate Number:	1235605
Effective Date:	May 12, 2006
Date of Issuance:	November 20, 2025

For Office Use Only:

20251120105819215

Return

Certification 11262

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-JUN-2020 to 15-JUN-2027

ACACIA FINANCIAL GROUP, INC.
6000 MIDLANTIC DRIVE, SUITE 410 N
MT. LAUREL NJ 08054

ELIZABETH MAHER MUOIO
State Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Metro, LLC 10 Lake Center Drive Suite 310 Marlton NJ 08053	CONTACT NAME: Elizabeth Walsh PHONE (A/C, No, Ext): (856) 552-6330 FAX (A/C, No): (856) 840-9464 E-MAIL ADDRESS: Elizabeth.Walsh@bbrown.com
INSURED Acadia Financial Group, Inc. 6000 Midlantic Drive, Suite 410 North Mt. Laurel NJ 08054	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Insurance Company of the Midwest — 37478 INSURER B: Hartford Accident and Indemnity Company — 22357 INSURER C: Hartford Underwriters Insurance Company — 30104 INSURER D: Allied World Surplus Lines Insurance Company INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			[redacted]	05/09/2025	05/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			[redacted]	12/10/2024	12/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			[redacted]	05/09/2025	05/09/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	05/09/2025	05/09/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			[redacted]	05/09/2025	05/09/2026	Per Claim Limit Aggregate Per Claim Retention	$5,000,000 $5,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EZW

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Additional Named Insureds

Other Named Insureds	
Acacia Investment Advisory Group	Additional Named Insured - General Liability & Umbrella Only

COPYRIGHT 2007, AMS SERVICES INC

AGENCY CUSTOMER ID: [redacted]

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Metro, LLC	Acacia Financial Group, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Ace American Insurance Company - Cyber Policy
Policy# [redacted]
5/9/2025 - 5/9/2026
Limit $2,000,000 /$10,000 Retention

Scottsdale Insurance - Excess Cyber Policy
Policy# [redacted]
5/9/2025 - 5/9/2026
Excess Cyber Liability: $3,000,000

Great American Insurance: Crime Policy
Policy# [redacted]
5/9/2025 - 5/9/2026
Limit $2,000,000 Employee Dishonesty, Computer Fraud
Deductible $10,000

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

OFFICE OF
THE SECRETARY

August 8, 2014

IN THE MATTER OF:

Acacia Financial Group, Inc.
601 Route 73 North, Suite 206
Marlton, NJ 08053

SEC FILE NO.: 867-00271

Application Completion Date: July 31, 2014

ORDER GRANTING
REGISTRATION PURSUANT
TO SECTION 15B(a)(2) OF
THE SECURITIES EXCHANGE
ACT OF 1934

The above-named Applicant has completed its application with the Commission for registration as a municipal advisor pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") on the above-referenced application completion date.

The Commission finds that the application contains the information prescribed under Section 15B(a)(2) of the Act and the rules thereunder. The Commission has not passed on the accuracy or adequacy of the information, and the effectiveness of Applicant's registration does not imply Commission approval or disapproval of Applicant's registration.

Accordingly, it is ORDERED, pursuant to Section 15B(a)(2) of the Act, that the Applicant's registration be, and hereby is, granted, effective forthwith.

For the Commission, by the Office of Compliance Inspections and Examinations, pursuant to delegated authority.

Lynn M. Powalski,
Deputy Secretary

MSRB

Municipal Securities Rulemaking Board

Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of January 29, 2020 12:08:58 PM ET.

Registrant's Name:	Acacia Financial Group, Inc.	**Type of Registration Maintained with the MSRB:**	Municipal Advisor
MSRB ID:	[redacted]	**Date Registered with the MSRB:**	November 15, 2010

This certificate may be confirmed by contacting the MSRB at 202-838-1330 or by email to MSRBsupport@msrb.org

Stephanie Braddell, Product Operations Manager

©2020 Municipal Securities Rulemaking Board

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING

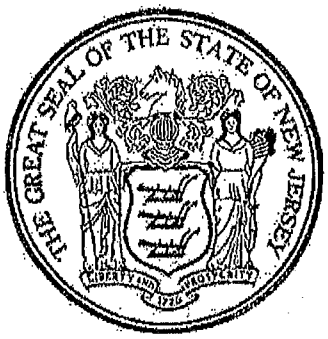
ACACIA FINANCIAL GROUP, INC.
0100962225

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on April 26, 2006.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

C T CORPORATION SYSTEM
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 3rd day of September, 2025

Elizabeth Maher Muoio
State Treasurer

Certificate Number : 6168100176

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

State of New Jersey

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

under the

Minority and Women Business Certification Program

This certificate acknowledges ACACIA FINANCIAL GROUP, INC. as a Certified Women Business Enterprise (WBE) that has met the criteria established by N.J.A.C. 17:46.

In order for this certification to remain in effect **throughout the 5 year certification period,** the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.

Peter Lowicki
Deputy Director

Issued: 6/24/2022

Certification Number: A0244-27

***Expiration:** 6/24/2027

***As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.**

State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

TAHESHA WAY, ESQ.
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges ACACIA FINANCIAL GROUP, INC. as a Category 2 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period,** the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a small business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists small business entities. If the business seeks to be certified again, it will have to reapply by submitting a new application.

Peter Lowicki
Deputy Director

Issued: 2/19/2021

Certification Number: A0141-14

***Expiration:** 2/19/2026

***As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years**

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Acacia Financial Group, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Center - East, a WBENC Regional Partner Organization.

Certification Granted: June 19, 2013
Expiration Date: June 19, 2026
WBENC National Certification Number: 2005122605

Elizabeth M Walsh

Authorized by Elizabeth M. Walsh, President
Women's Business Enterprise Center - East

WBEC EAST
WOMEN'S BUSINESS ENTERPRISE CENTER

NAICS: 541611
UNSPSC: 93151600

Business COUNCIL

WBEA

WBDC

WBEC WEST

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND JOSHUA C. NYIKITA, ACACIA FINANCIAL GROUP, INC. 2026 TOWNSHIP FINANCIAL PLANNER

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Joshua C. Nyikita, Acacia Financial Group, Inc., with offices at 6000 Midlantic Drive, Suite 410 North, Mt. Laurel, NJ 08054, (the "Township Financial Advisor").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, Joshua C. Nyikita Acacia Financial Services, Inc. has been appointed Township Financial Advisor of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Joshua C. Nyikita, Acacia Financial Group, Inc., shall perform services required by his appointment as Township Financial Planner to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Financial Advisor agrees to accept compensation the sum as set forth in the attached Exhibit "D."

3. Payment shall be made by the Township upon the submission by Township Financial Planner of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Joshua C. Nyikita and professionals within with firm. Township Financial Planner is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Financial Planner shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Financial Planner, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice

of financial planning is regulated by law and because Township Financial Planner represents that the firm's employees are authorized to practice professional financial planning services.

7. This Agreement has been awarded to Township Financial Planner based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Financial Planner does hereby attest that Township Financial Planner, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Financial Planner is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Financial Planner receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Financial Planner's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Financial Planner shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Financial Planner has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Financial Planner shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Financial Planner agrees to provide the Township with proof that professional

malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

By:_____

Carolyn George, RMC, Township Clerk

James J. Wysocki, Mayor

WITNESS:

_____

_____

Joshua C. Nyikita, Acacia Financial Group, Inc.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #024-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Co-Public Defender Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREEAS, the Mayor has appointed Curt J. Geisler, Esq. of Curt J. Geisler LLC, Attorneys at Law, as Township Co-Public Defender for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Curt J. Geisler, Esq. (the "Professional"), and is desirous of awarding a Professional Services Contract to Curt J. Geisler, Esq., of Curt J. Geisler, LLC, Attorneys at Law as the Township Co-Public Defender for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in account 1-201-43-495-204 (Public Defender Professional Services);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Curt J. Geisler, Esq., of Curt J. Geisler, LLC, Attorneys at Law as Township Co-Public Defender; and

BE IT FURTHER RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract in an amount not to exceed $17,700.00 be and is hereby awarded to Curt J. Geisler, LLC, located at 215 Lanza Avenue, Garfield NJ 07026 for Legal Services as the Township Co-Public Defender for the year commencing January 1, 2026, through December 31, 2026; and

BE IT FURTHER RESOLVED that the contract amount shall not exceed an annual basic retainer of $13,200.00 per year plus up to an additional $4,500.00, based upon the rate of $150.00 per hour for special session attendance, without further authorization of the Governing Body, and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11.5 et seq. because the practice of Professional Legal Services as the Township Co-Public Defender is regulated by law and because it has been determined that Curt J. Geisler, Esq., is authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that Curt J. Geisler, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Curt J. Geisler, LLC, Attorneys at Law, has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Municipal Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk, and will forward a copy of this resolution to the Business Administrator, QPA, CMFO, Assistant to the Business Administrator, and Curt J. Geisler, LLC, Attorneys at Law, 215 Lanza Avenue, Garfield NJ, 07026.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

LAW OFFICES OF
CURT J. GEISLER, LLC
ATTORNEYS AT LAW
215 LANZA AVENUE
GARFIELD, NJ 07026
TEL (973) 772-8289
FAX (973) 772-6745

CURT J. GEISLER
curtjgeisler@yahoo.com

LISA L. PUGLIESE
lisaofgeislerlaw@yahoo.com

PAUL M. UHLIK
paulofgeislerlaw@yahoo.com

October 14, 2025

Via Email jpuzo@mahwahtwp.org
Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430
Attn: Municipal Clerk

Re: Request for Qualifications (RFQ)
Mahwah Municipal Court Public Defender 2026

Dear Municipal Clerk:

The undersigned hereby submits the attached qualifications in response to the Township of Mahwah, Request for Qualifications for Municipal Court Public Defender for the year 2026. Also, for your review, I have attached my resume, the resume of my Associates, Lisa L. Pugliese, Esq. and Paul M. Uhlik, Esq., and all the supporting documents required.

Should you have any questions, please do not hesitate to contact me at this office at anytime.

Very truly yours,

klm

Curt J. Geisler, Esq.

CJG:klm
Enc.

SECTION III
MINIMUM QUALIFICATIONS AND RESPONSE REQUIREMENTS

B. Minimum Requirements for Vendor Responses:

1. Please accept vendors from The undersigned's response to the Townships Request for Qualifications (RFQ). As a complete and fully executed proposal.

2. Full name and business address of entity or person submitting the proposal and the name of the key contact person.

The name of the interested entity/individual is:

Curt J. Geisler, Esq./Law Offices of Curt J. Geisler, LLC

The name and address of the firm of the interested entity is:

Law Offices of Curt J. Geisler, LLC
215 Lanza Avenue
Garfield, NJ 07026
(973)772-8289

3. A description of the business organization, its ownership and its organized structure.

The Law Offices of Curt J. Geisler, LLC is a Limited Liability Company, owned solely by Curt J. Geisler, Esq.

4. The number of years your organization has been in business under the present name and the number of years the business organization has been under the current management.

The Law Offices of Curt J. Geisler, LLC has been in business since July of 2007, and has been owned and managed by Curt J. Geisler, Esq., since that time. Curt J. Geisler, Esq., previously was a member of the Law Office of Martin P. Geisler, Esq., since 1999.

Further, the Law Offices of Curt J. Geisler, Esq. specializes in the areas of Municipal Law, Criminal Defense, Personal Injury and Matrimonial/Family Law. I, Curt J. Geisler, Esq. was admitted to the New Jersey Bar in December of 1998 and continue to be an attorney in the State of New Jersey, currently in good standing. I served as the Judicial Law Clerk to the then Presiding Judge of the Family Part in the Passaic County Superior Court, the Hon. Nestor F. Guzman, (Ret.). I have been a member of this office, formerly known as the Law Offices of Martin P. Geisler, Esq., and now known as the Law Offices of Curt J. Geisler, Esq., since September of 1999. Since that time, I have represented countless clients in the areas of traffic and criminal law in numerous municipalities throughout New Jersey. I currently serve as a Public Defender for the city of Passaic, the Borough of Franklin Lakes, Borough of Bogota, Borough of Hasbrouck Heights, Borough of Elmwood Park, City of Garfield, the Borough of North Haledon and Township of Mahwah. Additionally, I served as Public Defender in both the Borough of Oradell, Paramus and the Borough of Rutherford. As such, I am highly familiar with the motor vehicle and traffic laws, disorderly persons and petty disorderly persons offenses, as well as proper discovery procedures for Municipal Court practice in the State of New Jersey. My associates, Lisa L. Pugliese and Paul M. Uhlik assist in handling municipal matters as well as practicing in other areas of law.

5. List of all individuals, who, if selected, will provide services to the Township of Mahwah, along with a summary of the post high school education and licenses held by each person.

Curt J. Geisler, Esq. (see attached resume)
Lisa L. Pugliese, Esq. (see attached resume)
Paul M. Uhlik, Esq. (See attached resume)

6. Number of years each attorney in the law firm submitting this proposal has provided representation to municipal entities in the State of New Jersey.

The Law Offices of Curt J. Geisler, LLC and its associate(s) has provided representation to municipal entities since its inception in 2007 and prior (as stated in attached resumes).

7. A description of the services that will be provided to the Township of Mahwah, in addition to those set forth in Section II above.

Attend all required Court sessions, prepare all matters, and defend all indigent defendants appointed to this office for representation in the Municipal Court of the Township of Mahwah.

8. A copy or description of the professional liability insurance policy maintained by the attorney or law firm for the proposed year.

See attached professional liability policy.

9. A statement and listing of professional service fees that the attorney or law firm would offer to the Township of Mahwah, if the attorney or law firm were selected to be the attorney for the Township of Mahwah.

Any agreed upon professional service fee, to be determined by the Township of Mahwah and the Law Offices.

10. A Statement that the applicant complies with N.J.S.A. 10:5-1, et. seq. (Law Against Discrimination) and P.L.1975. c. 127 (Affirmative Action Law of the State of New Jersey).

I hereby state that I am in compliance with all applicable affirmative action (or similar) requirements with respect to my business activities and I agree to abide by any mandatory affirmative action language, procurement, professional and service contract provided to me by the Courts of Bergen and/or the Municipal Court of the Township of Mahwah.

11. The name and address of at least three (3) references consisting of clients for which the applicant has provided services in the past five (5) years, which should include at least one municipal entity client.

Passaic Municipal Court; Serve as Passaic Municipal Court Public Defender -Present;

Garfield Municipal Court; Serve as Garfield Municipal Court Public Defender -Present;

North Haledon Municipal Court; Serve as North Haledon Municipal Court Public Defender -Present;

Bogota Municipal Court; Serve as Bogota Municipal Court Public Defender -Present;

Hasbrouck Heights Municipal Court; Serve as Hasbrouck Heights Court Public Defender -Present;

Franklin Lakes Municipal Court; Serve as Paramus Municipal Court Public Defender -Present;

Mahwah Municipal Court; Serve as Mahwah Municipal Court Public Defender - Present;

Elmwood Park Municipal Court; Serve as Elmwood Park Municipal Court Public Defender -Present;

Anthony Barckett, Trustee Garfield Board of Education, Serve as Attorney for the Garfield Board of Education (201)638-8198 (2009-present).

12. A list and description of all professional liability claims, if any, brought against the applicant during the past five (5) years.

N/A

13. Confirmation of the appropriate Federal and State licenses to perform activities.

I confirm that I, and the Associate Attorneys, of the Law Offices of Curt J. Geisler, LLC are current members of the Bar of the State of New Jersey and are currently in good standing to practice law in the State of New Jersey.

14. Number your responses using the sequential order listed in Paragraph A and B of Section III. **All responses are numbered herein.**

Curt J. Geisler, Esq.

[redacted]

LEGAL EXPERIENCE

Law Offices of Curt J. Geisler, Esq., Garfield, NJ
Owner
Provide representation to clients in various areas of legal practice including but not limited to: criminal defense, matrimonial/family law, domestic violence, child custody, personal injury, landlord/tenant, municipal law (including DWI defense). Litigate complex personal injury matter involving motor vehicle liability, Title 59, wrongful death and other personal injury actions. Appear daily in both Municipal and Superior Courts throughout various localities and counties in New Jersey. Prepare extensive, legal briefs, motions and other pleadings for all areas of practice.

Law Offices of Jeffrey Randolph, LLC, Glen Rock, NJ **2016-present**
Of Counsel
Provide legal representation for arbitrations/Personal Injury Protection Insurance Coverage matters.

Garfield Board of Education, Garfield, NJ **7/2009-present**
Counsel
Represent Board of Education for the City of Garfield in all legal matters including but not limited to; contract negotiations, arbitration, various litigation. Provide legal advice to Board Administration regarding all areas of educational law. Attend various school law conferences and seminar. Member of the New Jersey School Board Association.

Haledon Board of Education, Haledon, NJ **1/2019-12/2019**
Counsel
Represent Board of Education for the Borough of Haledon in various legal matters. Provide legal advice to Board and Board Administration.

City of Garfield, Garfield, NJ **2012-2013**
Alternate Zoning Board Attorney
Reviewed applications filed before the Garfield Zoning Board. Advised Board as to law and procedures with regard to applications.

City of Passaic, Passaic, NJ **2006-2009**
Parking Authority Attorney
Represent Parking Authority for the City of Passaic in all legal matters including but not limited to; contract negotiations, arbitration, various litigation. Provide legal advice to Board Administration regarding all areas of relevant law.

Borough of Mahwah, Mahwah, NJ **2019-present**
Public Defender
Represent indigent clients in the Mahwah Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of Rutherford, Rutherford, NJ **2022-2023**
Public Defender
Represent indigent clients in the Rutherford Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of Oradell, Oradell, NJ **2019-2021**
Public Defender
Represent indigent clients in the Oradell Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of Hasbrouck Heights, Hasbrouck Heights, NJ **2019-present**
Public Defender
Represent indigent clients in the Hasbrouck Heights Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of Paramus, Paramus, NJ **2018-2023**
Public Defender
Represent indigent clients in the Paramus Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of Bogota, Bogota, NJ **2019-present**
Public Defender
Represent indigent clients in the Bogota Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of Elmwood Park, Elmwood Park, NJ **2017-present**
Public Defender
Represent indigent clients in the Elmwood Park Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Borough of North Haledon, North Haledon, NJ **2007-present**
Public Defender
Represent indigent clients in the North Haledon Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

City of Passaic, Passaic, NJ
Assistant Public Defender **2004-2007**
Chief Public Defender **2008 – 2012**
Assistant Public Defender **2019-present**
Represent indigent clients in the Passaic Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

City of Garfield, Garfield, NJ **2001-present**
Public Defender
Represent indigent clients in the Garfield Municipal Court. Representation of clients includes those charges ranging from minor traffic offenses to disorderly persons offenses.

Honor Nestor F. Guzman, P.J.F.P., Paterson, NJ **Sept. 1998-August 1999**
(Presiding Judge, Family Part, Passaic County)
Law Clerk
Assisted in administration of the chambers. Scheduled oral arguments, summarized motion papers, and drafted orders. Mediated small claims and special civil part matters. Helped prepare opinions and researched family law matters for pending cases. Attended Family Law Inns of Court. Observed juvenile delinquency hearings and sentencing hearings. Prepared legal memorandum regarding the prosecution and adjudication of juvenile delinquency actions.

Passaic County Prosecutor's Office, Paterson, NJ **Summer 1997**
Intern
Performed legal research in the area of criminal law. Prepared memoranda and drafted legal briefs for use by prosecutors in the litigation of various cases.

Hon. Carmen A. Ferrante, P.J.F.P., Paterson, NJ **Summer 1997**
(Presiding Judge, Family Part, Passaic County)
Intern
Observed various court proceedings in the Family Part. Researched legal issues pertaining to family law matters. Observed juvenile delinquency hearings and sentencing hearings. Prepared legal memorandum regarding the prosecution and adjudication of juvenile delinquency actions.

LoFaro & Reiser, LLP, Hackensack, N.J. **Summer 1997**
Law Clerk
Researched and drafted legal memoranda and in the areas of bankruptcy, tax law and landlord/tenant.

EDUCATION

Seton Hall University School of Law, Newark, NJ
J.D. 1998

Thomas M. Cooley School of Law, Lansing, Michigan
1994-1995

Fordham University, Bronx, N.Y.
B.A., Political Science, 1994

MEMBERSHIPS/ ORGANIZATIONS

Member, Associate Membership Program for School Attorneys **2009-present**

Archdiocese of Newark, (St. Leo's Parish) School Advisory Board Member **2014-2017**

Trustee, New Jersey Association of School Attorneys **2010-2012**

LISA L. PUGLIESE

[redacted]

Licensed by the NJ State Bar Since 1997

PROFILE:

Experienced attorney with 14+ years litigation experience focused in personal injury.

LEGAL EXPERIENCE:

LAW OFFICE OF CURT J. GEISLER, LLC
Garfield, New Jersey
Associate Attorney.
- Manage a high volume of personal injury and negligence files including auto accidents, slip and falls and wrongful death cases.
-Handle all phases of civil litigation matters including pleadings, motion hearings, depositions, arbitrations, pre-trial conferences and trials.
-Negotiate many complex auto accident cases and procure settlements using settlement techniques as well as attending arbitration and /or mediation hearings.
-Handle municipal court cases, landlord/tenant matters and contract issues.

PUGLIESE & SALEMI, LLP **2012-present**
Newark, New Jersey
Partner in a General Practice with focus on personal injury litigation.
-Significant experience with auto insurance claims and practices including PIP and UM/UIM claims.
-Handle civil matters including auto accidents, worker's compensation, premises liability and contracts.
-Handle municipal court matters and real estate closings.

JOSEPH M. ARIYAN, ESQ. **2011-2016**
Paramus, New Jersey
Associate Attorney for a PIP Law Practice.
-Prepared Arbitration submissions and attended PIP arbitration hearings.
-Responsibilities included preparation of pleadings, attending depositions, arbitrations and trial work.

LAW OFFICE OF ANTHONY J PUGLIESE, ESQ. **1997-2003**
AND LAW OFFICE OF CARMEN C. RUSIGNOLA, ESQ.
Newark, New Jersey
Associate Attorney for General Practice specializing in personal injury law.
-Handled all aspects of auto accidents as well as workers compensation claims.

EDUCATION:

J.D. SETON HALL LAW **June 1997**
Newark, New Jersey

B.S. MONTCLAIR STATE UNIVERSITY **June 1994**
Business Administration-Concentration in Accounting

Paul Uhlik

[redacted]
Home: [redacted]
Cell: [redacted]
[redacted]

Experience

January 2009 to present	**Paul M Uhlik Attorney At Law** Clifton, NJ **Attorney in private practice**
June 2015 to present	**Public Defender, West Milford Municipal Court**
September 2004 to January 2009	**Fusco & Macaluso** Passaic, NJ **Associate Attorney** Superior Court criminal defense, municipal court matters, domestic violence, administrative hearings and family law matters.
May 2004 to September 2004	**Passaic County Prosecutor's Office** **Senior Assistant Prosecutor** Assigned to PIC Unit.
February 1996 to May 2004	**Narcotics Task Force** **Senior Assistant Prosecutor** • Responsibilities include, providing legal advice, review of search warrants and wiretap affidavits, presentation of matters to the Grand Jury and trial of cases arising from Narcotic Investigations. Served as an instructor at the Passaic County Police Academy. • Legal advisor to the Organized Crime Unit. • Provide legal advice and assistance to local police departments in obtaining court orders for telephone and computer related information.
April 1990 to February 1996	**Grand Jury Unit** **Assistant Prosecutor** Preparation And presentation of varied matters to the Grand Jury.

November 1983 to April 1990 — **Narcotics/Organized Crime Task Force**

Review of search warrants and wiretap affidavits, grand jury presentation and trial of cases generated by the task force and provision of legal advice to local police departments.

August 1982 to October 1983 — **Assistant Prosecutor**

- Responsible for preparation and trial of criminal cases.

Education

1977 — **New York Law School**
New York, New York
Law
J.D.

1974 — **Rutgers University**
Newark, NJ
Political Science
Bachelor of Arts

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Law Offices of Cint J Gersh LLC located at 275 Lawn Ave Cranford, NJ 07016 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (t) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☑ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Cint Gersh	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Law Offices of Cint J. Gersh
Signature of Affiant: [signature] Title: Owner
Printed Name of Affiant: Cint J Gersh Date: 12/1/25

Subscribed and sworn before me this 1st day of December, 2025
My Commission expires: Attorney At Law

[signature] (Affiant)
LISA L Pugliese
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1339072 FOR LAW OFFICES OF CURT J. GEISLER L.L.C. IS VALID.

Return

QBE

POLICY NUMBER: [redacted]
EXPIRING POLICY NUMBER: N/A

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

INSURER	UNDERWRITING OFFICE	PRODUCER
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596	QBE Insurance Corporation 55 Water Street 20th Floor New York, NY 10041	Freberg Environmental Insurance Trading as: LawyerGuard 3702 W. Spruce St, #1309 Tampa, FL 33607

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE.

DEFENSE WITHIN LIMITS: CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY CLAIM EXPENSES.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1: **Named Insured:** Curt J. Geisler LLC
Mailing Address: [redacted]

Item 2: **Policy Period** From: March 22, 2025 To: March 22, 2026
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: Limit of Liability:

a. Each **Claim**	$1,000,000
b. Aggregate	$1,000,000

Item 4: Deductible Amount:

a. Each **Claim**	$5,000
b. Aggregate	None

Item 5: Predecessor Firm(s):

Item 6: Premium:

Premium:	$3,856.00
Surcharges and Taxes (if any)	$12.00
Total Premium, Surcharges, and Taxes	$3,868.00

Item 7: Retroactive Date: July 1, 2007

© QBE, 2024

Item 8: A. Notice to Insurer of a Claim or circumstance: B. All Other Notices to Insurer:

QBE Insurance Corporation Attn: The Claims Manager 55 Water Street New York, NY 10041 Telephone: (844) 723-2524 Email: professional.liability.claims@us.qbe.com	QBE Insurance Corporation Attn: Underwriting 55 Water Street New York, NY 10041 Telephone: (877) 772-6771 Email: MLPLadmin@us.qbe.com

Item 9: Endorsements Applicable to Coverage at Inception of Policy:
See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, ALL MATERIALS SUBMITTED THEREWITH OR MADE A PART THEREOF AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE POLICY.

This Policy shall not be valid unless signed by a duly authorized representative of the Insurer.

Countersigned:

January 30, 2025
Date

Authorized Representative

© QBE, 2024

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND CURT J. GEISLER, ESQ. 2026 TOWNSHIP CO-PUBLIC DEFENDER

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Esq., the Law Offices of Curt J. Geisler, LLC of 215 Lanza Avenue, Garfield, NJ 07026, (the "Township Co-Public Defender.").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Co-Public Defender for the Township of Mahwah; and

WHEREAS, Curt J. Geisler, Esq. has been appointed Township Co-Public Defender of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Curt J. Geisler, Esq. shall perform legal services required by his appointment as Township Co-Public Defender of the Township of Mahwah as an independent contractor.

2. The Township shall pay the Township Co-Public Defender a total sum of $13,200.00 per year billed quarterly for court appearances during calendar year 2026. All sessions beyond the basic scope of services to be paid at a rate of $150.00 per hour. The total contract amount shall not exceed $17,700.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $17,700.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Co-Public Defender to notify the Township prior to commencing work that will exceed $17,700.00.

3. Payment shall be made by the Township upon the submission by Township Co-Public Defender of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill

for those services and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Curt J. Geisler, Esq. and professionals within with firm. Township Co-Public Defender is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Co-Public Defender shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Co-Public Defender, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Co-Public Defender represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Co-Public Defender based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Co-Public Defender does hereby attest that Township Co-Public Defender, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Co-Public Defender is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Co-Public Defender receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Co-Public Defender's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Co-Public Defender shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Co-Public Defender has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Co-Public Defender shall file, with the Township Council, an annual report by December 31, 2025 on the activities, volume and requirements of his office.

14. Township Co-Public Defender shall retain records in accordance with N.J.A.C. 17:44-2.2.

15. Township Co-Public Defender agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Curt J. Geisler, Esq.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #025-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Co-Public Defender Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"), and

WHEREAS, the Mayor has appointed Robert P. Zisgen, Esq., of Robert P. Zisgen LLC, Attorney at Law as Township Co-Public Defender for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Robert P. Zisgen, Esq., (the "Professional"), and is desirous of awarding a Professional Services Contract to Robert P. Zisgen, Esq., for Legal Services as the Township Co-Public Defender for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in account 1-201-43-495-204 (Public Defender Professional Services);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Robert P. Zisgen, Esq., of Robert P. Zisgen, LLC, Attorney at Law as Township Co-Public Defender; and

BE IT FURTHER RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract in an amount not to exceed $17,700.00 be and is hereby awarded to Robert P. Zisgen, LLC, Attorney at Law, located at 79 North Franklin Turnpike, Suite 101, Ramsey, New Jersey 07446 for Legal Services as the Township Co-Public Defender for the year commencing January 1, 2026, through December 31, 2026; and

BE IT FURTHER RESOLVED that the contract amount shall not exceed an annual basic retainer of $13,200.00 per year plus up to an additional $4,500.00, based upon the rate of $150.00 per hour for special session attendance, without further authorization of the Governing Body, and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11.5 et seq. because the practice of Professional Legal Services as the Township Co-Public Defender is regulated by law and because it has been determined that Robert P. Zisgen, Esq., is authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that Robert P. Zisgen, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that Robert P. Zisgen LLC Attorney at Law has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Municipal Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk, and will forward a copy of this resolution to the Business Administrator, QPA, CMFO, Assistant to the Business Administrator, and Robert P. Zisgen, Esq., of Robert P. Zisgen, LLC, Attorney at Law, 79 North Franklin Turnpike, Suite 101, Ramsey, New Jersey 07446.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

ROBERT P. ZISGEN LLC

ATTORNEY AT LAW

79 NORTH FRANKLIN TURNPIKE–SUITE 101

RAMSEY, NJ 07446

PH: (201) 529-5888 | FAX: (201) 512-0633

EMAIL: LAWYERS1@OPTONLINE.NET

Licensed to Practice in New Jersey and New York

Oct. 13,, 2025

Mayor James Wysocki
Township of Mahwah, N.J.
475 Corporate Drive
Mahwah, NJ 07430
By-Hand & E-Mail (Letter Only)

Benjamin Kezmarsky, Twp. Business Administrator
Township of Mahwah, NJ
475 Corporate Drive
Mahwah, NJ 07430
By-Hand & E-Mail (Letter Only)

Re: Proposal for Provision of Co-Public Defender Services for 2026

Dear Mayor Wysocki, Mr. Kezmarsky, and Janet:

I would be very pleased to provide Co-Public Defender services to Mahwah Township for 2026 for an annual base compensation of $13,200 just as I did in 2025.

Special Session legal service billings issued by me totaled $3112.50 from 1/2/25 through 10/2/25. Please note the current contract provides a maximum of $3000 for in-person Special Session legal services. (That $3000 cap provision has remained constant since I was first appointed 20 plus years ago.) The Township increased the hourly compensation for Special Session services to $150/hour from $125/hour in 2024 at my and Mr. Geisler's request. This is the first year in over 20 years I have exceeded the Special Session cap.

I respectfully request, on my and Co-Public Defender Geisler's behalf, that the Special Session allowance be increased to $4000 for 2026.

Please note that I still practice under the name of Robert P. Zisgen LLC. Thank you for your consideration of the foregoing and I do hope that I can continue serving the Township as Co-Public Defender as I have for the past 20 plus years.

Sincerely,

Robert P. Zisgen

Cc: J. Puzo

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ROBERT P. ZISGEN, ESQ. located at 79 N. FRANKLIN TPK. #101 RAMSEY, NJ 07446 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2026 to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
ROBERT P. ZISGEN	[redacted]
~~NONE~~ SOLE OWNER	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ROBERT P. ZISGEN LLC
Signature of Affiant: _____ Title: MANAGING MEMBER/OWNER
Printed Name of Affiant: ROBERT P. ZISGEN Date: 11/25/2025

Subscribed and sworn before me this 25 day of November, 2025
My Commission expires: 3/7/2027

JOEL VICIOSO
Notary Public, State of New Jersey
My Commission Expires Mar 7, 2027

_____ (Affiant)
ROBERT P. ZISGEN
(Print name & title of affiant) (Corporate Seal)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kyle Nieman	
Protexure 4200 Commerce Ct. Suite 102 Lisle, IL 60532	PHONE (A/C, No, Ext): 630-799-2000 ext 7011	FAX (A/C, No): (440) 333-3214
	EMAIL ADDRESS: knelman@protexure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ISMIE Mutual Insurance Company	32921
INSURED Robert P. Zisgen LLC 79 North Franklin Turnpike Suite 101 Ramsey, NJ 07446	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES(Ea occurrence)	$
							MED EXP(Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS-COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
X	Lawyers Professional Liability Insurance			[redacted]	11/29/2025	11/29/2026	$1,000,000 per Claim/$1,000,000 Aggregate with a $5,000 Deductible	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Accord 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Twp. of Mahwah, N.J 475 Corporate Drive Mahwah NJ 07430	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE **********

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Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2008256 FOR ROBERT P. ZISGEN LLC IS VALID.

Return

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND ROBERT P. ZISGEN LLC ATTORNEY AT LAW TOWNSHIP 2026 CO-PUBLIC DEFENDER

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Robert P. Zisgen, Esq., of Robert P. Zisgen, LLC Attorney at Law located at 79 North Franklin Turnpike, Suite 101, Ramsey, New Jersey 07446 (the "Township Co-Public Defender.").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Co-Public Defender for the Township of Mahwah; and

WHEREAS, Robert P. Zisgen, Esq. has been appointed Township Co-Public Defender of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Robert P. Zisgen, Esq. shall perform legal services required by his appointment as Township Co-Public Defender of the Township of Mahwah as an independent contractor.

2. The Township shall pay the Township Co-Public Defender a total sum of $13,200.00 per year billed quarterly for court appearances during calendar year 2026. All sessions beyond the basic scope of services to be paid at a rate of $150.00 per hour. The total contract amount shall not exceed $17,700.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $17,700.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Co-Public Defender to notify the Township prior to commencing work

that will exceed $17,700.00.

3. Payment shall be made by the Township upon the submission by Township Co-Public Defender of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Robert P. Zisgen, Esq. and professionals within with firm. Township Co-Public Defender is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Co-Public Defender shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Co-Public Defender, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Co-Public Defender represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Co-Public Defender based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Co-Public Defender does hereby attest that Township Co-Public Defender, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-

16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Co-Public Defender is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Co-Public Defender receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Co-Public Defender's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Co-Public Defender shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Co-Public Defender has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Co-Public Defender shall file, with the Township Council, an annual report by December 31, 2026 on the activities, volume and requirements of his office.

14. Township Co-Public Defender shall retain records in accordance with N.J.A.C. 17:44-2.2.

15. Township Co-Public Defender agrees to provide the Township with proof that

professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

Carolyn George, RMC, Municipal Clerk

WITNESS:

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

Robert P. Zisgen, Esq.
Robert P. Zisgen LLC Attorneys at Law

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #026-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Prosecutor Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Joseph P. De Marco Esq. of De Marco and De Marco, as Municipal Prosecutor for the period January 1, 2026 through December 31, 2026, and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, Joseph P. De Marco, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that De Marco and De Marco has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Joseph P. De Marco Esq. (the "Professional") and is desirous of awarding a Professional Services Contract to Joseph P. De Marco Esq of De Marco & De Marco, for Special Legal Services as the Municipal Prosecutor for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Operating Account 01-201-25-275-204 (Prosecutor Professional Services);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Joseph P. De Marco, Esq. as Municipal Prosecutor; and

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract in an amount not to exceed $42,000.00 be and is hereby awarded to Joseph P. De Marco, Esq., of De Marco & De Marco, for Legal Services as the Municipal Prosecutor for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $20,000.00 per annum for the regular Tuesday night court sessions and up to an additional $22,000.00, based upon $400.00 per special sessions, without further authorization of the Governing Body, and the CMFO has certified that the funds are available: and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 et seq., because the practice of Professional Legal Services as the Municipal Prosecutor is regulated by law and because it has been determined that Joseph P. De Marco, Esq., is authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that Joseph P. De Marco Esq of De Marco & De Marco has completed and submitted a Business Entity Disclosure Certification which certifies that Joseph P. De Marco Esq of De Marco & De Marco, has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk, and will forward a copy to the Business Administrator, QPA, CMFO, Assistant to the Business Administrator, and Joseph P. DeMarco, Esq., 912 Belmont Avenue, North Haledon, NJ 07508.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

DE MARCO & DE MARCO

Counsellors at Law
912 Belmont Avenue
North Haledon, New Jersey 07508
(973) 427-8843
Fax (973) 427-2891*
Fax (973) 427-9631**

Patrick C. De Marco*
Michael P. De Marco **
Joseph P. De Marco**

Of Counsel:
Robert J. Passero, A.J.S.C., Ret*
Margaret Mary Mc Veigh, P.J.Ch., Ret.*

October 20, 2025

Via Email Only
Janet Puzo
Assistant to the Business Administrator
Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Township of Mahwah Prosecutor-2026

Dear Ms. Puzo:

It is with great privilege and honor that I submit this proposal letter to continue to serve as Prosecutor for the Township of Mahwah for the upcoming year of 2026, pursuant to the same terms and conditions of 2025. Also, this shall confirm that my firm name has not changed.

As always, should you have any questions, or require anything further from me, please do not hesitate to contact me.

Thank you.

Very truly yours,
DeMarco & DeMarco

By:
Joseph P. DeMarco

JPD/

NAUTILUS INSURANCE COMPANY
A Stock Insurance Company

Declarations Page

Excess Insurance

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

UNLESS OTHERWISE STATED BY ENDORSEMENT TO THIS POLICY, COSTS OF DEFENSE REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY. THE INSURER SHALL NOT BE LIABLE FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AFTER EXHAUSTION OF THE LIMIT OF LIABILITY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

Policy Form: EX 0200 (07-20)-N

Policy Number: [redacted]

Item 1. **Name and Address of Insured:**

DeMarco & DeMarco
912 Belmont Avenue
North Haledon, NJ 07508

SYNERGY PROFESSIONAL ASSOCIATES, INC.
100 Passaic Avenue, Suite 145
Fairfield, NJ 07004
LICENSE #9948394

Item 2. **Policy Period:** From May 17, 2025 (inception date) to May 17, 2026 (expiration date)

*(Both dates at 12:01 a.m. Standard Time at the address of the **Insured**)*

Item 3. **Aggregate Limit of Liability for the Policy Period (inclusive of Costs of Defense):** $1,000,000

Item 4. **Premium:** $4,368

Terrorism coverage is included for $0

Item 5. **Endorsements attached at inception:**

1	150-0718	(07-18)	IMPORTANT NOTICE TO POLICYHOLDERS
2	701-CR-	0419	CLAIM REPORTING PROCEDURES
3	EX 4018	(01-09)	Addition to Section IV. Broad Acceptance of Followed Policy Application(s)
4	EX 4300	(01-09)	Addition to Section IV. Prior and Pending Litigation Exclusion
5	EX 4310	(01-24)-NF	Addition to Section IV. Past Acts Exclusion
6	NIC-E906-	0821	Service of Suit
7	NJ-PHN-	1019	NEW JERSEY POLICY HOLDER NOTICE

Item 6. **Notice to the Insurer shall be sent to:**

Berkley Select Claims Department on behalf of
Nautilus Insurance Company
550 W. Jackson Blvd, Suite 500, Chicago, IL 60661
Toll Free: (844) 465-6256 Fax: (312) 207-1933
Email: newclaim@berkleyselect.com

All other notices to be given to the **Insurer** under this Policy shall be sent to:

Berkley Select on behalf of
Nautilus Insurance Company
550 W. Jackson Blvd, Suite 500, Chicago, IL 60661
Toll Free: (800) 446-2100

Filing Fee: $100.00
Surplus Lines Tax: $218.40
NSLA# [redacted]

Item 7. **Schedule of Underlying Insurance:**

A. **Followed Policy:**

Insurance Carrier: General Star Indemnity Company

Policy Number: IJA402525B

Policy Period: From May 17, 2025 (inception date) to May 17, 2026 (expiration date)

(Both dates at 12:01 a.m. Standard Time at the address of the **Insured***)*

Limit of Liability: $2,000,000

B. Underlying Excess Policy(ies):

Insurance Carrier:	Policy Number:	Limit of Liability:
Not Applicable		
Aggregate Underlying Limits of Liability:		$2,000,000

THIS POLICY IS WRITTEN BY A SURPLUS LINES INSURER AND IS NOT SUBJECT TO THE FILING OR APPROVAL REQUIREMENTS OF THE NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE. SUCH A POLICY MAY CONTAIN CONDITIONS, LIMITATIONS, EXCLUSIONS AND DIFFERENT TERMS THAN A POLICY ISSUED BY AN INSURER GRANTED A CERTIFICATE OF AUTHORITY BY THE NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE. THE INSURER HAS BEEN APPROVED BY THE DEPARTMENT AS AN ELIGIBLE SURPLUS LINES INSURER, BUT THE POLICY IS NOT COVERED BY THE NEW JERSEY INSURANCE GUARANTY FUND, AND ONLY A POLICY OF MEDICAL MALPRACTICE LIABILITY INSURANCE AS DEFINED IN N.J.S.A.17:30D-3d OR A POLICY OF PROPERTY INSURANCE COVERING OWNER-OCCUPIED DWELLINGS OF LESS THAN FOUR DWELLING UNITS ARE COVERED BY THE NEW JERSEY SURPLUS LINES GUARANTY FUND.

By accepting this Policy, the **Insureds** and the **Insurer** agree that these Declarations, the completed and signed application (and its attachments), the Excess Insurance Policy and any written endorsements attached hereto constitute the entire contract between the **Insured** and the **Insurer**. This Policy and any and all rights hereunder are not assignable without the written consent of the **Insurer**.

The **Insured** named in Item 1. of the Declarations shall act on behalf of all **Insureds** with respect to giving and receiving notices, paying premiums and receiving any premiums that may become due under this Policy.

Authorized Representative: _____ Date Issued: May 21, 2025

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Joseph C. DeMarco, located at 100 Dearfield Drive, Mahwah, NJ 07430 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Doniplan	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☑ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Joseph C. DeMarco	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Joseph C. DeMarco
Signature of Affiant: _____ Title: Attorney
Printed Name of Affiant: Joseph C. DeMarco Date: 11/24/25

Subscribed and sworn before me this 24 day of November, 2025.
My Commission expires: N/A

_____ (Affiant)
Patrick C. DeMarco (Print name & title of affiant) (Corporate Seal)

Notary Public of New Jersey

Revised July 20, 2023 per P.L. 2023, c.60

Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2135298 FOR DEMARCO, JOSEPH P IS VALID.

Return

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND JOSEPH P. DE MARCO, ESQ. 2026 MUNICIPAL PROSECUTOR

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Joseph P. De Marco, Esq. of De Marco & De Marco, Counsellors at Law, located at 912 Belmont Avenue, North Haledon, NJ 07508 (the "Municipal Prosecutor").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, Joseph P. DeMarco, Esq. has been appointed Municipal Prosecutor of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Joseph P. De Marco Esq. shall perform legal services required by his appointment as Municipal Prosecutor to the Township of Mahwah as an independent contractor.

2. The Township shall pay Municipal Prosecutor a total sum of $20,000 to attend all regular Tuesday night municipal court meetings during calendar year 2026. For all other additional sessions, the Township shall pay Municipal Prosecutor $400 per session. The total contract amount shall not exceed $42,000 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $42,000, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of Municipal Prosecutor to notify the Township prior to commencing work that will exceed $42,000.

3. Payment shall be made by the Township upon the submission by Municipal Prosecutor of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services, and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Joseph P. De Marco, Esq. and professionals within with firm. Municipal Prosecutor is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Municipal Prosecutor shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Municipal Prosecutor, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Municipal Prosecutor represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Municipal Prosecutor based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Municipal Prosecutor does hereby attest that Municipal Prosecutor, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Municipal Prosecutor is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Municipal Prosecutor receives contracts in excess of $50,000 from public entities in a calendar year. It is Municipal Prosecutor's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Municipal Prosecutor shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Municipal Prosecutor has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Municipal Prosecutor shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Municipal Prosecutor agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Joseph P. De Marco, Esq.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #027-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Grant Writing Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Christopher Brown & Bruno Associates Inc. (the "Professional"), and is desirous of awarding an Annual Professional Services Contract to Bruno Associates, Inc. as 2026 Township Grant Writer for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00

WHEREAS, Christopher Brown has completed and submitted a Business Entity Disclosure Certification which certifies that Bruno Associates, Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a certification as to Availability of Funds in Operating Accounts 1-201- 20- 100- 204, (Professional Services),

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that an annual contract of $27,000.00, to be paid in equal monthly installments, be and is hereby awarded to Bruno Associates, Inc., located at 1373 Broad Street, Suite 203B, Clifton, NJ 07013 for Grant Writing Services for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that the annual retainer shall not exceed the contract amount of $27,000.000 without the further authorization of the Governing Body; and the CMFO has certified that the funds are available; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11.5 et seq. because the practice of Grant Writing services is regulated by law and because it has been determined that the personnel of Bruno Associates, Inc. are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk and will forward a copy of this resolution the Business Administrator, CMFO, Township Attorney, Assistant to the Business Administrator, and Bruno Associates, Inc., located at 1373 Broad Street, Suite 203B, Clifton, NJ 07013.

CERTIFICATION

I hereby certify that this Resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

Proposal to serve:

Borough of Mahwah

Request for Proposals:
Grant Services – Year 2026
November 8, 2025

Submitted By:

Bruno Associates, Inc.
1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225 Fax: 973-249-6301
www.BrunoAssociatesInc.com

BRUNO ASSOCIATES

1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225
Fax: 973-249-6301

Experience and Reputation in the Field

For over 50 years Bruno Associates, Inc. (BAI) has empowered municipal and county units of government, non-profit organizations, school districts and authorities across New Jersey to access the funding they need to perform their essential operations, conduct programs and undertake quality-of-life projects. During this span, BAI has adapted and evolved alongside the ever-changing world of grantmaking to offer clients the ability to seamlessly integrate the complex world of grants into their everyday operations. Since his early years as a Congressional and gubernatorial press secretary, John R. Bruno, Sr., founder of Bruno Associates, recognized the need to assist public and non-profit institutions to effectively pursue grant funding from federal, state, county and private funding sources.

Today, BAI continues to successfully procure and manage funding for its diverse client base, and its team of skilled consultants is tireless in its pursuit of the funding which profoundly impacts communities. The professional team at BAI is trained to provide specialized services to the municipality in virtually any area of expertise dictated by a given grant opportunity. BAI's entire staff has received training in order to provide subject-matter expertise to Municipal Administrators, Clerks, Chief Financial Officers, elected officials, and Fire and Police Chiefs. Grant professionals at BAI have college and advanced degrees, participate in continuing education training and average more than 15 years of experience in their respective fields within the public and non-profit sectors. Professional experience includes former Business Administrators, elected officials, Executive Directors, Grant Managers, Economic Development Professionals and newspaper reporters. BAI's expertise knows no bounds as we specialize in a broad spectrum of funding categories, not limited to economic development and redevelopment projects, transportation programs, recreation, community and real-estate development, housing development, public safety/law enforcement and environmental protection.

BAI can also facilitate access to key legislative and appropriation processes at both the federal, state and county levels of government. When you work with BAI, you employ a powerful fund development appendage that works relentlessly to help you meet your goals.

BRUNO ASSOCIATES

1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225
Fax: 973-249-6301

Scope of Services

Tasks that will be performed by BAI

- Perform extensive evaluations and analyses of each department in order to gain a comprehensive understanding of needs, goals, and obstacles. Consultants are skilled at identifying priority projects and areas of concern, while forecasting future needs which may be on the horizon. BAI consultants are adept at detecting deficiencies which may not be readily apparent.

- Inventory your municipality's prior involvement with grant programs and engage funding agencies to determine the status of previous awards. We open a line of communication with these agencies to let them know we are mobilizing to close out a project which may have fallen dormant. This inventory is helpful to us and the municipal staff we work for because it provides a sense of clarity and direction. We quickly address actionable items and convey to the grantor that we are shepherding the municipality to close a project and receive the grant award.

- Research, prepare, and convey funding opportunities and news to key personnel as they become available. Present each application in a concise format in order to facilitate decision-making and project selection. Our Grant Professionals and research staff tirelessly keep their finger on the pulse of current and potential funding opportunities to keep municipalities in-the-know and provide ample time to put forth a strong proposal.

- Track County, State and Federal legislative news, initiatives and potential funding opportunities that are relevant to municipal governments within New Jersey.

- Create a comprehensive portfolio of goals, objectives and timelines/deadlines that coincide with and clearly illustrate the previously awarded grants uncovered through our research, in addition to monitoring grants submitted by the firm. This living document will also integrate a summary of active applications and new funding opportunities which are aligned with the needs of your municipality.

- Review Master Plan/Master Plan Re-Examination Reports and elements contained therein to better understand your municipality's needs.

- Prepare monthly progress reports illustrating the status of projects, opportunities researched, upcoming deadlines and applications submitted.

- Draft the requisite municipal endorsing resolutions, public notices, press releases etc. per the requirements of certain funding programs and transmit to clerk's office.

- Draft and acquire letters of support from state and federal representatives endorsing chosen projects, as required by certain grant applications.

BRUNO ASSOCIATES

1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225
Fax: 973-249-6301

- Collaborate with other town professional service providers (engineers, accountants, environmental specialists etc.) to ensure application requirements are met and that a high-quality proposal is submitted.

- Conduct visits to potential project sites. Take pictures to augment a proposal's visual appeal.

- Attend technical workshops offered by funding agencies at the county, state and federal level on the latest government technology grant submission software on behalf of your municipality to ensure you are current in the systems which are standard in today's industry. Our professionals are always accessible and provide clear and concise technical assistance to municipal staff when needed.

- Initiate, complete and submit grant applications to secure funding for priority projects and initiate procurement opportunities. With BAI Grant Professionals, you can always expect the highest quality of writing and proposal composition. Any application submitted on behalf of your municipality is always checked and re-checked by our staff of former newspaper copyeditors, reporters, municipal administrators, elected officials, and other highly-educated individuals.

- Provide grant management/compliance and reporting, in addition to follow-up services with all necessary legislative officials. Our Grant Professionals are well-versed in the compliance aspect of each funding opportunity. We like to let you know what you can expect upon award and illustrate a clear plan of action on how to move a project forward so your awarded funding is swiftly utilized. This is especially important regarding intricate federal funding programs, which are often comprised of stringent pre-application guidelines and require considerable post-award compliance and oversight.
    - Check on the status of each application.
    - Provide directions on how to properly utilize awarded funding.
    - Assist with reporting to ensure compliance with a program.

BRUNO ASSOCIATES

1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225
Fax: 973-249-6301

Availability to Accommodate Any Required Meetings

Grant Professionals who provide grant consulting services will attend any required governing body meetings and our location allows us to be at-the-ready of your municipal staff, should an impromptu office consultation be warranted. Grant and funding opportunities that adhere to strict submission deadlines often dictate the frequency of weekly and monthly meetings, therefore Grant Professionals will work closely with municipal staff and/or department heads to allow ample time to secure all necessary information, required documentation and signatures for proposal submissions. The BAI team will be readily available for phone conferences and/or office consultation. BAI consultants also have the technological ability to work on-site with a client on a given day.

Office Resources/Backup Staff

Each BAI consultant is equipped with state-of-the-art laptop computers which provide them the ability to work on-site on an as-needed basis. Consultants' laptops are connected to a unified Shared Drive which enables them to work efficiently onsite at client locations where they can collaborate with key personnel and staff. Laptops come complete with:

- **Microsoft Word**
- **Microsoft Excel**
- **Microsoft PowerPoint**
- **Microsoft Outlook**
- **Adobe Acrobat Pro**—an application software that allows our professionals to view, create, edit, track, send and manage files in Portable Document Format (PDF).
- **Zoom, Teams, or Skype**—a telecommunications application software product that specializes in providing video chat and voice calls between computers.
- **Google Earth Pro**—a geospatial software application that displays a virtual globe and provides the ability to analyze and capture geographical data and create maps which augment the aesthetic appeal of our grant proposals.
- **Thomson Reuters Incentives Pinpointer**—a research database that stores detailed information about federal, state and local incentives such as grants and other similar monetary resources for clients.

With a group of powerful tools at our disposal, there is little we can't do to help you attain your funding needs.

BRUNO ASSOCIATES 2

1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225
Fax: 973-249-6301

COST PROPOSAL

BAI' grant writing and consulting fees are all-inclusive and are based on the services proposed herein. Fees include all research, writing, editing, administrative, reproduction and packaging expenses. BAI also assumes responsibility for proposal submission, including costs associated with mailing, shipping, couriers and overnight delivery as required. The fee also covers all costs associated with planning, follow-up and evaluation, progress reporting and attendance at all required meetings.

BAI proposes an annual rate of **$27,000.00**, to be paid in equal monthly installments of **$2,250.00**. All fees for travel, reproduction of documents, submission of applications, etc. are inclusive of the annual contract fee.

In addition to the standard services, BAI will also perform the below listed services all-inclusive of the rates proposed above:

- Entity registrations, updates, transfers, and account recoveries associated with the Federal government's System for Award Management or SAM.gov and Login.gov;
- All matters of technical assistance relating to New Jersey's System for Administering Grants Electronically (SAGE);
- Account creations and setup for the U.S. Department of Justice's grant management system known as "JustGrants," as well as its payment management system "ASAP," or the Automated Standard Application for Payments (ASAP);
- Account creations and setup for FEMA's Grants Outcome (FEMA GO) online application system;
- Account creation and navigation of FEMA's Grants Portal associated with requests for Public Assistance;
- Drafting progress reports, quarterly progress reports, and any other associated reporting needed during the post-award phase of a grant's life cycle;

BAI professionals go above and beyond what is expected of a traditional grant writer—capable of providing an exemplary level of technical and subject matter expertise which complement their mission of filing successful grant applications.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **BRUNO ASSOCIATES** located at **1373 BROAD ST., STE 203B, CLIFTON, NJ 07013** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
CHRISTOPHER BROWN	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: **BRUNO ASSOCIATES, INC.**
Signature of Affiant: _____ Title: **CEO**
Printed Name of Affiant: **CHRISTOPHER BROWN** Date: **11/25/2025**

Subscribed and sworn before me this 25th day of Nov., 2025
My Commission expires:

_____
(Affiant)
CHRISTOPHER BROWN, CEO
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

MELISSA GREBOWIEC
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 07/12/2027

New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0064784 FOR BRUNO ASSOCIATES, INC. IS VALID.

Return

Certification 5381

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-Sep-2022 to 15-Sep-2029

BRUNO ASSOCIATES, INC. 1373
BROAD STREET, SUITE 203B
CLIFTON NJ 07013

ELIZABETH MAHER MUOIO
State Treasurer

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BRUNO ASSOCIATES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1373 BROAD STREET, STE 203B

Requester's name and address (optional)

6 City, state, and ZIP code

CLIFTON, NJ 07013

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/14/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Bruno Associates, Inc.

Organization Address: 1373 Broad Street, Suite 203B, Clifton, NJ 07013

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
CHRISTOPHER BROWN 100 % OWNER	[redacted]

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
CHRISTOPHER BROWN 100% OWNER	[redacted]

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Township of Livingston*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Township of Livingston*** to notify the ***Township of Livingston*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Township of Livingston*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	**CHRISTOPHER BROWN**	Title:	**CHIEF EXECUTIVE OFFICER**
Signature:		Date:	10/14/2025

BRUNASS-01 HHOYT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A.C. Marmo & Sons, Inc. 350 Passaic Ave Fairfield, NJ 07004	CONTACT NAME: PHONE (A/C, No, Ext): (973) 340-9100 FAX (A/C, No): (973) 340-2254 E-MAIL ADDRESS: certificates@acmarmo.com
INSURED Bruno Associates, Inc. 1373 Broad Street, Suite 203B Clifton, NJ 07013	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Casualty Ins Co Of America — 19046 INSURER B : Charter Oak Fire Ins Company — 25615 INSURER C : United States Liab Ins Co. — 25895 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			[redacted]	9/13/2024	9/13/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	9/13/2024	9/13/2025	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liabili			[redacted]	3/17/2025	3/17/2026		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A 30-DAY NOTICE OF CANCELLATION WILL BE DELIVERED SHOULD ANY OF THE ABOVE POICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF.

CERTIFICATE HOLDER	CANCELLATION
Bruno Associates, Inc. 1373 Broad Street, Suite 203B Clifton, NJ 07013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael D. Marmo

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PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND BRUNO ASSOCIATES, INC. 2026 GRANT WRITER

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Bruno Associates, Inc., located at 1373 Broad Street, Suite 203 B, Clifton NJ, 07013 (the "Township Grant Writer").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:26-4, Bruno Associates, Inc. has been appointed Township Grant Writer of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Bruno Associates shall perform legal services required by his appointment as Township Grant Writer to the Township of Mahwah as an independent contractor.

2. The Township shall pay Township Grant Writer a total sum of $27,000 to perform services as stated in the proposal dated October 14, 2025, to be paid in equal monthly installments. The total contract amount shall not exceed $27,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $27,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of Township Grant Writer to notify the Township prior to commencing work that will exceed $27,000.00.

3. Payment shall be made by the Township upon the submission by Township Grant Writer of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and

direction of Christopher Brown and professionals within with firm. Township Grant Writer is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Grant Writer shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Grant Writer, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of grant writing is regulated by law and because Township Grant Writer represents that the firm's employees are authorized to practice professional grant writing services.

7. This Agreement has been awarded to Township Grant Writer based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Grant Writer does hereby attest that Township Grant Writer, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Grant Writer is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Grant Writer receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Grant Writer's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Grant Writer shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or

until the services for which Township Grant Writer has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Grant Writer shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Grant Writer agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Christopher Bruno, Chief Executive Officer
Bruno Associates, Inc.

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #028-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Management Consulting Services, specifically, wireless telecommunications consulting services, as a non-fair and open contract, pursuant to the provision of N.J.S.A 19:44A-20.4, et seq (the "Pay-to-Play" Law); and

WHEREAS, a proposal dated October 15, 2025 was received from FSD Enterprises, LLC ("FSD") to perform said consulting, including an initial retainer of $2,000.00, plus 35% of the gross, first- year lease value from any wireless telecommunications tenants secured through this engagement; plus, additional fees for services as specified in the October 15, 2025; for a contract not-to-exceed $20,000.00; and

WHEREAS, the QPA has determine and certified that the value of the contract to be performed by FSD may exceed $17,500.00; and

WHEREAS, FSD has completed and submitted a Business Entity Disclosure Certification which certifies that FSD has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds for the retainer of $2,000.00 in Account 01-201-20-100-204, and further, that any required payments resulting from activities detailed in the proposal dated October 15, 2025, shall be charged to the appropriate revenue account; and

NOW THEREFORE BE IT RESOLVED, that the Mahwah Township Council does hereby award a contract to FSD Enterprises, LLC as 2026 Township Wireless Telecommunications Consultant, for management consulting Services, specifically, wireless telecommunication consulting, for the period January 1, 2026- December 31, 2026, at the rates consistent with the proposal dated October 15, 2025; and

BE IT FURTHER RESOLVED, that the said Contract is being awarded pursuant to N.J.S.A. 40A:11-5 (a)(ii) because the practice of Management Consulting Services, specifically wireless telecommunications consulting services, has been deemed to be extraordinary and unspecifiable in nature because of the need to utilize a consultant 1) with extensive experience in, and knowledge of, the New Jersey wireless telecommunication industry, 2) with a track record of having performed a large number of successful consulting engagements within the wireless communications field and 3) with thorough knowledge of the environmental , legal, financial and radio frequency coverage issues of such engagements, and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk are hereby authorized and directed to execute the aforesaid contract; and

BE IT FURTHER RESOLVED, that notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that a Contract shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk, who shall forward a copy of this Resolution to the Business Administrator; CMFO; Assistant to the Business Administrator, QPA, and Declan O' Scanlon, FSD Enterprises, LLC, 29 Vista Drive, NJ 07739.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

FSD
ENTERPRISES, LLC

Wireless Telecommunications Consulting

Declan O'Scanlon, *CEO*
Voice: 732-741-3246
Mobile: 732-859-2921
Email: Declan@fsdenterprises.com

October 15, 2025

Ms. Janet Puzo,
Assistant to the Business Administrator
Mahwah Township
475 Corporate Drive
Mahwah, NJ 07430

I much appreciate the opportunity to provide a proposal for continuing wireless telecommunications consulting services to the Township of Mahwah.

FSD Enterprises is the only firm that comprehensively helps its clients with all aspects and issues of the siting process. FSD is the most experienced firm in New Jersey having worked on hundreds of public antenna placement projects over the past 25 years. In virtually every case FSD Enterprises involvement in the projects we've taken on has resulted in projects that went smoother, and were considerably more lucrative to our clients, than they would have been had we not been involved. FSD Enterprises also regularly helps its clients with lease language and valuation issues and assessments. Our goal is always to help our clients make the best, most informed decisions and to end up with projects that anticipate future carrier needs and maximize revenue for their residents. FSD Enterprises has experience, knowledge and skill that will be invaluable as Mahwah Township moves forward. Please consider this document a scope of work description and proposal for said assistance.

New Tenant Services to be provided by FSD Enterprises:

Initial Investigation and Marketing – FSD will perform an assessment of the available space on and around the property that the Township of Mahwah has an interest in making available for the placement of a wireless telecommunication monopole. FSD will examine the property with an eye toward meeting the needs of any new potential tenant and maximizing the efficiency of the space on the tower and ground. FSD will facilitate any necessary on-site meetings with potential tenants.

FSD will work with the Township and the interested carrier(s) before, during, and after the bidding process to ensure that the placement and envisioned site design is optimized to handle present and reasonably expected future needs of both the Township of Mahwah (if such needs exist) and potential tenants. Future carrier installation designs are of prime importance since if mistakes are made during the design phase of the project, and initial tenants are permitted to use too much space, it can cost hundreds of thousands of dollars of revenue over the life of the

FSD
ENTERPRISES, LLC

facility – and potentially result in needless, additional subsequent tower applications on private properties.

Bid Process – FSD will formulate bid specifications work to help enhance, if not guarantee, a successful bidding process. FSD's record when it comes to designing successful, lucrative bid documents and processes is outstanding.

FSD will work with Township officials to arrive at project construction and leasing arrangements that maximize the Township's revenue, flexibility and control of the project, and minimize expenses and potential pitfalls. FSD will formulate bid specifications that implement the Township of Mahwah's goals yet meet the requirements of prospective bidders. FSD will market the availability of siting opportunities to all the carriers in the New Jersey market so as to maximize interest in the project. This marketing effort will continue going forward beyond the initial bid process. Upon receipt of bids FSD will work to help resolve any exceptions to the bid specifications that might be submitted.

Post-Bid Phase – Once the bid process is completed and a bid, or bids, have been awarded, FSD will work with the successful bidder(s) to see that leases are finalized and that the location of equipment on the site moves forward efficiently. FSD will coordinate with all carriers locating equipment on site to resolve any location conflicts etc. FSD will also aid in the final site designs during this period.

Additionally, FSD will continue to make the remaining wireless carriers aware of the availability of the Township of Mahwah site over the next several years. Frequently, potential additional tenants simply need to be reminded that sites are available in order to get those sites included in future build plans. On an ongoing basis FSD Enterprises would serve as the interface between the wireless carriers and the Township of Mahwah.

FSD Enterprises' goal is always to minimize complications during the siting, bidding and construction phases of projects and to maximize the value of its clients' properties. FSD accomplishes this through smart design and marketing of project sites and bid and lease terms. Additionally, FSD seeks to leave its clients with projects that are viable into the future so that revenue can potentially increase as the needs of the market dictate. The added present value and future revenue potential that FSD brings to wireless projects almost always pays for itself many times over.

The new tenant services fee structure, which would be finalized after an appropriate retention process, for FSD Enterprises consulting services as per above for the Township of Mahwah will be as follows:

FSD
ENTERPRISES, LLC

- Please make note that all percentage amounts subsequently listed are only of the *first year* of the value of each lease, *not* for the life of the entire lease(s).
- $2,000 annual fee - due upon execution of contract between FSD Enterprises and Mahwah Township; and,
- 35% of the gross first year lease value from any wireless, microwave or other communications tenants secured through this project.

Equipment Upgrade Request Assessments

Scope of Work

- Assessment of the requesting tenant's equipment currently installed (as can be assessed by a ground-based examination and examination of existing and supplied documents).
- Assessment of the proposed equipment modification impact on the tower or structure. Said assessment may involve the performance of a structural report by a structural engineer licensed to do business in New Jersey and consultation with that engineer. Any said reports will be at the cost of the tenant making the upgrade request.
- Consultation with the requesting tenant regarding the request details and exploration of any possible, beneficial impact-reducing modifications to the proposal.
- Recommendation of approval, denial or modification to the originally requested upgrade proposal and presentation of suggested appropriate rental fee increase if warranted.
- Verification – through documentation and ground based assessment - that the installation was performed as permitted.

Upgrade Assessment Fee Structure

- If no additional payment to the municipality is called for then the total fee due to FSD shall be $500.
- If there is no rental adjustment – just a one-time payment – then the total fee shall be equal to 25% of the one-time payment up to a maximum of $2,000.
- If a rental adjustment is called for then the fee shall be equal to one year's rental increase, example, $200 monthly increase due town = $2,400 with a maximum of $3,000.

Tower Revenue Stream Buy-Out/Lump Sum Payment Proposal Assessment

The tower industry is fast moving and ever-evolving. Tower site landlords have begun to frequently receive offers, from tower companies and tenants, of lump-sum, up-front payments in lieu of regular rental payments. Sometimes these offers involve the purchase of infrastructure outright, sometimes it is just the revenue stream of one or more tenants. Usually these offers

FSD
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include some reference to the possibility that the revenue stream might not be as dependable as once thought.

FSD Enterprises can help the Township of Mahwah officials objectively analyze such offers and provide the information needed to make an informed decision. FSD will prepare and provide a report that will include an examination of current revenue stream value trends, the state of the wireless infrastructure industry - and particular carriers on the tower in question - as well as an analysis of surrounding, potentially competing structures. Additionally, FSD will report on the status of alternate technology that may or may not have an impact on the dependability of the revenue streams currently being generated.

The fee for the above report would be $2,000

HFT Right of Way Facilitation/Coordination/Design

FSD will work with potential additional interested parties and existing lessee to facilitate the placement of additional equipment within/on the Mahwah controlled right of way area of MacArthur Boulevard. FSD shall facilitate all site/assessment and design visits. FSD shall coordinate discussions with the existing lessee & potential additional tenants to overcome any interference or physical equipment placement conflict concerns/issues. FSD shall prepare bid documents and/or contracts to provide for the placement of additional equipment with goal of maximizing revenue.

HFT Right of Way fee- 25% of first year's lease/revenue stream value as result of the project.

The above fee structure(s) would remain in place for any project initiated while FSD is retained as the Township's wireless telecommunications consultant. Unless the project is successful, with rent-paying tenants, the total net exposure of the Township of Mahwah is the annual fee – in this case $2,000.

While FSD Enterprises will make every effort to see to the success of this project, due to the nature of the wireless industry and the uncertainty of the bidding process FSD makes no guarantee as to the result of the outcome of this project. Upon retention, FSD Enterprises will explicitly refuse to serve as a consultant to any wireless carrier regarding that carrier's interest in providing wireless coverage in the area of the Township of Mahwah site. FSD Enterprises will make no bid specification recommendations that would result in the specifications favoring any carrier and will not share any proprietary information with any carrier. FSD also pledges to refuse to act as the wireless telecommunications consultant to any public or private entity that may be marketing property that would compete with the Township of Mahwah's sites while working for Township.

FSD
ENTERPRISES, LLC

If you have any further questions, please do not hesitate to contact me. I appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

Declan O'Scanlon
CEO, FSD Enterprises

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that FSD located at 29 Vista Drive Little Silver NJ 07739 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☑ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Declan O'Scanlon	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: FSD Enterprises LLC
Signature of Affiant: [signature] Title: CEO
Printed Name of Affiant: Declan O'Scanlon Date: 11/21/2025

Subscribed and sworn before me this 21st day of November, 2025.
My Commission expires:

Kathleen A Young
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES April 12, 2026

[signature] (Affiant)

(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.
5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.
6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.
While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:
"The $200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
ALLIANT INSURANCE SERVICES INC/PHS 13657560 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
F S D ENTERPRISES, LLC 21 NORTHVALE AVE LITTLE SILVER NJ 07739-1609	INSURER A: Hartford Insurance Company of the Midwest	37478
	INSURER B: Hartford Underwriters Insurance Company	30104
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			[redacted]	10/20/2025	10/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $300,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS SCHEDULED AUTOS [X] NON-OWNED AUTOS			[redacted]	10/20/2025	10/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	10/20/2025	10/20/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			[redacted]	10/20/2025	10/20/2026	Each Claim Limit Aggregate Limit	$5,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
21 NORTHVALE AVE
LITTLE SILVER NJ 07739-1609

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1061322 FOR FSD CONSULTING LLC IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

FSD Enterprises, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

29 Vista Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Little Silver, NJ 07739

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person | Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND DECLAN O'SCANLON, OF FSD ENTERPRISES, LLC
TOWNSHIP 2026 WIRELESS TELECOMMUNICATIONS CONSULTANT

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Declan O'Scanlon, FSD Enterprises, LLC, 29 Vista Drive, NJ 07739 (the "Township Wireless Telecommunications Consultant").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, Declan O'Scanlon, FSD Enterprises, LLC, has been appointed Township Wireless Telecommunications Consultant of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Declan O'Scanlon, of FSD Enterprises, LLC, shall perform services required by his appointment as Township Wireless Telecommunications Consultant to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Wireless Telecommunications Consultant agrees to accept compensation the sum as set forth in the attached Exhibit "D." The total contract amount shall not exceed $20,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $20,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Telecommunications Consultant to notify the Township prior to commencing work that will exceed $20,000.00.

3. Payment shall be made by the Township upon the submission by Township Wireless Telecommunications Consultant of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed,

to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Declan O'Scanlon and professionals within with firm. Township Wireless Telecommunications Consultant is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Wireless Telecommunications Consultant shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Wireless Telecommunications Consultant, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Wireless Consulting is regulated by law and because Township Wireless Telecommunications Consultant represents that the firm's employees are authorized to practice professional Wireless Telecommunications Consultant services.

7. This Agreement has been awarded to Township Wireless Telecommunications Consultant based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Wireless Telecommunications Consultant does hereby attest that Township Wireless Telecommunications Consultant , its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Wireless Telecommunications Consultant is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Wireless Telecommunications Consultant receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Wireless Telecommunications Consultant 's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Wireless Telecommunications Consultant shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Wireless Telecommunications Consultant has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Wireless Telecommunications Consultant shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Wireless Telecommunications Consultant agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

_____
Carolyn George, RMC, Township Clerk

By:_____
James J. Wysocki, Mayor

WITNESS:

_____

_____
Declan O'Scanlon, FSD Enterprises, LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #029-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

DESIGNATING A PUBLIC AGENCY COMPLIANCE OFFICER (PACO)

WHEREAS, pursuant to P.L. 17:27-3.2 et. seq., each public agency shall annually designate an officer or employee to serve as its Public Agency Compliance Officer (PACO); and

WHEREAS, the individual designated as the Public Agency Compliance Officer will be the point of contact for all matters concerning implementation and administration of the legal requirements of the Equal Employment Monitoring Program; and

WHEREAS, the Pubic Agency Compliance Officer is also responsible for administering contracting procedures pertaining to equal employment regarding both the public agency and its service providers; and

WHEREAS, in accordance with N.J.A.C 17:27:3.3, each pubic agency shall notify the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program of its designation by January 10th of each year; and

WHEREAS, in Governing Body of the Township of Mahwah wishes to designate Mr. Benjamin Kezmarsky, Business Administrator, to serve as its Public Agency Compliance Officer for the calendar year 2026; and

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Township of Mahwah, that Mr. Benjamin A. Kezmarsky is hereby designated to serve as its Public Agency Compliance Officer for the calendar year 2026.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #030-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED by the Township of Mahwah, County of Bergen, State of New Jersey, that pursuant to N.J.S.A. 54:4-67, that the Interest Rate to be charged for Delinquent Tax, Assessments, Water and Sewer Charges, be 8% on the first $1,500.00 and 18% thereafter and to remain at 18% until the account is brought current;

BE IT FURTHER RESOLVED that pursuant to Chapter 75, P.L. 1991, Municipal Charges including Interest amounting to $10,000.00 shall be charged a 6% flat penalty as of December 31st of the year of the charge;

BE IT FURTHER RESOLVED that payment of taxes must be made by the 10th Calendar Day following the date upon which payment was due. Said payment shall be extended to the next business day if the 10th Calendar Day falls on a holiday or weekend. Water and Sewer Charges shall have a grace period of 30 calendar days. Assessments are per N.J.S.A.40:56-32 et seq.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded by the Municipal Clerk to the Tax Collector, Utility Collector, Treasurer and Auditor.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #031-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, P.L. 1983, Chapter 8, Local Fiscal Affairs Law N.J.S.A. 40A:5-2 and N.J.S.A. 40A:5-14, have been amended to require that each municipality approve a Cash Management Plan.

NOW, THEREFORE, BE IT RESOLVED that the following Cash Management Plan of the Township of Mahwah is hereby approved:

A. STATEMENT OF PURPOSE:

This Cash Management Plan is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits and investments of public funds of the Township of Mahwah, pending the use of such funds for the intended purposes.

B. DESIGNATION OF OFFICIAL DEPOSITORIES:

1. The following banks and financial institutions are hereby designated as official depositories of municipal funds of the Township of Mahwah:

Bank of America Merrill Lynch
Bank of America, N.A., 210 Route 17 South, Mahwah, New Jersey 07430
Bank of America Securities LLC
Fidelity Investments
PNC Bank, N.A., 141 Franklin Turnpike, Mahwah, New Jersey 07430
The Bancorp Bank, 6100 S Old Village Place, Sioux Falls, South Dakota 57108
Kearny Bank, 120 Passaic Avenue, Fairfield, New Jersey 07004
State of New Jersey Cash Management Fund – State Street Bank and Trust
P.O. Box 5994, Boston, MA 02206-5994
Freedom Bank, 380 NJ-17, Mahwah, New Jersey 070430
Affinity Bank, 913 Kinderkamack Rd, River Edge, New Jersey, 07661
BCB Bank, 987 Broadway, Bayonne, New Jersey, 07002

2. Designated official depositories are required to submit to the Chief Financial Officer of the Township of Mahwah a copy of the State of New Jersey, Department of Banking, Governmental Unit Deposit Protection Act Notification of Eligibility, which must be filed quarterly in the Department of Banking on March 31st, June 30th, September 30th and December 31st of each year. Said notices must be available for audit.

C. DESIGNATION OF OFFICIALS:

1. Authorization to make deposits shall be limited to employees specifically covered by separate Surety Bond.
2. The Chief Financial Officer or their designee are hereby authorized to invest funds pursuant to Section D of the Cash Management Plan.

D. AUTHORIZED INVESTMENTS:

The designated official may invest in any investment instrument approved by the State of New Jersey, Department of Community Affairs, Division of Local Government Services and in accordance with N.J.S.A. 40A:5-15.1.

E. REPORTING REQUIREMENTS:

The designated official shall prepare a Monthly Report to the governing body that summarizes:

a. All investments made or redeemed over the past month.
b. Each organization holding local funds for investment.
c. The amount of securities purchased or sold, class or type of securities purchased, book value, earned income, fees incurred, and market value of all investments as of the report date.
d. Other information that may be required by the Governing Body.

F. AUDIT REQUIREMENTS:

The Cash Management Plan shall be subject to the Annual Audit conducted pursuant to N.J.S.A. 40A:5-14.

G. TERM OF PLAN:

The Cash Management Plan shall be in effect from January 1, 2026 to December 31, 2026, subject to the approval of the Governing Body. The Cash Management Plan may be amended at any time during the year to reflect changes due to changes in laws, depositories, funds or investments.

BE IT FURTHER RESOLVED that a certified copy of the Cash Management Plan be forwarded by the Municipal Clerk to the Chief Financial Officer, Auditor and the Official Depositories.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #032-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township Council of the Township of Mahwah, by Ordinance #1498 dated September 30, 2004, amended Section 2-2.9 of the Code of the Township of Mahwah to provide that the Township Council shall fix, by Resolution adopted at its Annual Meeting, its Order of Business for Meetings of the Township Council; and

WHEREAS, the members of the Township Council are desirous of adopting an Order of Business for its Meetings as reflected on the attached Model Agenda.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that that attached Model Agenda shall reflect the Order of Business for its Combined Work Session/Public Meetings.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

PROTYPICAL AGENDA – 2026 COUNCIL MEETINGS

TOWNSHIP OF MAHWAH
COMBINED WORK SESSION AND PUBLIC MEETING AGENDA
DATE OF MEETING

Honorable Anthony J. Gianni Jr. Chambers **7:00PM**
Richard J. Martel Municipal Center
475 Corporate Drive, Mahwah, New Jersey

COUNCIL PRESIDENT'S STATEMENT

SALUTE TO THE FLAG

MOMENT OF SILENCE FOR VETERANS AND THOSE SERVING IN THE MILITARY

ROLL CALL: ____ Ariemma; ___ Donigian; ____ Ervin; _____ Ferguson; _____ May; ____ Paz; ____ Wong

PRESENTATIONS

WORK SESSION
SUBMISSION OF BILLS AND CLAIMS

ENGINEERING

LEGAL

ADMINISTRATION

TOWNSHIP COUNCIL and MUNICIPAL CLERK

PUBLIC PORTION

- **Prior to speaking, each Speaker shall provide their Name and Address. However, if you are a Township resident who has been verified by the Office of Information Privacy as a covered person under Daniel's Law, do not provide your address.**
- **Mahwah Residents shall speak firstIn this Public Portion, Speakers may speak about any topic**
- **Speaker must direct questions or comments to the Council President**
- **There will be no back and forth dialogue between the Speaker and Representatives on the dais**
- **When the Speaker is finished with statement or questions, the Council will respond as appropriate**
- **Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker**
- **This Public Portion shall be a maximum of 30 minutes**
- **Speakers may only speak once during each Public Portion**

PUBLIC MEETING
APPROVAL OF BILLS AND CLAIMS

APPROVAL OF MEETING MINUTES

REPORTS OF TOWNSHIP COUNCIL and MUNICIPAL CLERK
TOWNSHIP COUNCIL; COMMENTS, COMMUNICATIONS AND REPORTS OF SUBCOMMITTEES

REPORTS OF MAYOR and BUSINESS ADMINISTRATOR

MAYOR'S PROCLAMATIONS

PUBLIC PORTION

- **Prior to speaking, each Speaker shall provide their Name and Address. However, if you are a Township resident who has been verified by the Office of Information Privacy as a covered person under Daniel's Law, do not provide your address.**
- **Mahwah Residents shall speak first**
- **In this Public Portion, Speakers may speak about any topic**
- **Speaker must direct questions or comments to the Council President**
- **There will be no back and forth dialogue between the Speaker and Representatives on the dais**
- **When the Speaker is finished with statement or questions, the Council will respond as appropriate**
- **Each Speaker shall be limited to 3 minutes, when 3 minutes expires, Council will move on to the next Speaker**
- **This Public Portion shall be a maximum of 30 minutes**
- **Speakers may only speak once during each Public Portion**

ORDINANCES – INTRODUCTIONS

ORDINANCES – PUBLIC HEARINGS

CONSENT AGENDA
There will be no separate discussions of Resolutions below. If discussion is desired by any Councilmember on any Resolution(s), that Resolution(s) will be removed from the Consent Agenda and discussed separately

OLD BUSINESS

NEW BUSINESS

CLOSED SESSION

ADJOURNMENT

THIS AGENDA IS SUBJECT TO CHANGE.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #033-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, P.L. 2025, c. 72 requires that starting March 1, 2026, municipalities publish their public notices on the municipal website;

NOW, THEREFORE, BE IT RESOLVED, that the Township of Mahwah, Bergen County, public notice will be available at (www.mahwahtwp.org/publicnotices) starting March 1, 2026, in compliance with P.L. 2025, c. 72

BE IT FURTHER RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that THE RECORD newspaper and THE RIDGEWOOD NEWS newspaper circulated in the Township of Mahwah shall be, and is hereby designated the Official Newspaper until December 31, 2026 for the publication of all Township Notices, Ordinances and other legal publications required; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward copies of this Resolution to the above listed newspapers.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #034-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Open Public Meetings Act provides that any person may request the Township Council to mail copies of Agendas of any regularly scheduled meetings or to provide advance written notice of meetings, and

WHEREAS, the Act allows the Township Council to require prepayments of a reasonable sum, or to exempt said charge;

NOW, THEREFORE, BE IT RESOLVED that the Township Council exempts THE RECORD, THE RIDGEWOOD NEWS, THE DAILY VOICE, MAHWAH PATCH and Cablevision of such charges since they perform the service of giving notice to the residents of Mahwah,

BE IT FURTHER RESOLVED that the reasonable charge for such notices to all other persons shall be One Dollar ($1.00) per notice to cover the costs of preparation and mailing payable to the Township of Mahwah or as an alternate, provide the Municipal Clerk's Office with stamped self-addressed envelopes.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #035-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BERGEN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT SIGNATORY

BE IT RESOLVED that the Township Council of the Township of Mahwah hereby authorize Benjamin A. Kezmarsky and /or Mayor James J. Wysocki to be signatory on Community Development Block Grants and that further, they are authorized to sign related contracts and vouchers for aforesaid grants; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk, shall forward a copy of this Resolution to the Mayor, Business Administrator, Assistant to the Business Administrator, and appointed delegates. In addition, a copy will be sent via postage to Robert G. Esposito, Director; Bergen County Division of Community Development; ONE Bergen County Plaza, Fourth Floor; Hackensack, New Jersey 07601, and via email to resposito@co.bergen.nj.us.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #036-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 54:5-19 provides for the Annual Tax Sale of Delinquent Municipal Charges.

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector of the Township of Mahwah is authorized to conduct the Annual Tax Sale for Delinquent Municipal Charges of the prior year; and

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Tax Collector and the Auditor.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #037-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, at the end of each year, there may exist some small debit and small credit balances on the Township of Mahwah Tax Accounts; and

WHEREAS, it is permissible to cancel small debit and credit balances under $10.00;

NOW, THEREFORE, BE IT RESOLVED that in accordance with NJSA 40:5-17-1 the Tax Collector is hereby authorized to cancel small debit and credit balances on Tax Accounts under $10.00;

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Tax Collector; Chief Financial Officer and the Auditor.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #038-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has an outstanding Volunteer Fire Department, Mahwah Emergency Medical Services (MEMS), Office of Emergency Management and CERT Team which is staffed by volunteer residents; and

WHEREAS, in an effort to maintain volunteers and recognize them for their contribution to the Township, the Township Council discussed the waiving of specific fees for members of the Mahwah Volunteer Fire Department, Mahwah Emergency Medical Services (MEMS), Office of Emergency Management and CERT Team; and

WHEREAS, the Township Council, after consideration, has determined to establish a policy of giving specific fees for members of the Mahwah Volunteer Fire Department, Mahwah Emergency Medical Services (MEMS), Office of Emergency Management and CERT Team;

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, does provide the following program of waiving specific fees for the Mahwah Fire Department, Mahwah Emergency Medical Services (MEMS), Office of Emergency Management and Mahwah CERT Team Volunteers in recognition of their time and effort donated to the Township of Mahwah and its citizens:

1. **Definitions**

The following definitions shall apply

ACTIVE MEMBER: A resident of the Township of Mahwah who is an Active Member in good standing with the Mahwah Volunteer Fire Department or the Mahwah Emergency Medical Services (MEMS), Office of Emergency Management or Mahwah CERT Team. Good standing shall also include current compliance with all federal and State safety mandated programs.

FAMILY: An Active Volunteer Member, his or her spouse and all natural or adopted children under twenty-one (21) years of age who are unmarried and permanently occupying the same residence, as an

Active Member of the Mahwah Volunteer Fire Department, Mahwah Emergency Medical Services (MEMS), Office of Emergency Management or CERT Team.

FEES: Those charges established by the Governing Body of the Township of Mahwah, County of Bergen.

VOLUNTEER ORGANIZATION: The Mahwah Volunteer Fire Department or Mahwah Emergency Medical Services (MEMS), Office of Emergency Management or Mahwah CERT Team.

2. **Incentives**

All Active Members who have satisfactorily completed their probationary period and are in good standing within the Mahwah Volunteer Fire Department or Mahwah Emergency Medical Services (MEMS)or Office of Emergency Management or Mahwah CERT Team and whose Property Taxes or any receivables due to the Township of Mahwah are not in arrears and their families shall be entitled to the following benefits

1. Exemption from the Municipal portion of Dog, Cat and Marriage Licenses.
2. Exemption from the Municipal portion of the fee for Building Permit Application, Zoning Permits, Certificates of Compliance/ Approval for a Firefighter or Corps. Member Primary Residence.
3. Exemption from Municipal portion of Planning Board and Zoning Board of Adjustment Application Fees.
4. Exemption from the Municipal portion of Affordable Housing Application Fees.

3. **Administration**

1. On or about January 10 of each calendar year, the Fire Chief of the Mahwah Volunteer Fire Department, Director of the Office of Emergency Management, Chief of Mahwah Emergency Medical Services and the Director of Emergency Services shall submit to the Municipal Clerk a List of all Residents who meet the definition of an Active Member in good standing and who Property Taxes or any receivables due to the Township of Mahwah are not in arrears. Such List shall be updated on a Periodic Basis by the Volunteer Organization to add those individuals who have completed their Probationary Status or to delete individuals who have been dropped from their Membership or who no longer meet the criteria for Active Member Status.

   On a form provided by the Municipal Clerk, each Active Member shall provide information related to Family Status to assist the

various Municipal Officials in order to determine eligibility for the waiving of fees.

All Active Members and their families must comply with all registration procedures and complete all Application Forms established by the Township of Mahwah.

4. **Exclusions**
   1. Fees, Licenses and Permits associated with any For-Profit Activity.
   2. Inclusion in programs when registration for a program received after the maximum registration has been reached.
   3. Late fees or delinquent charges.

CERTIFICATION

I hereby certify that this resolution consisting of three page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #039-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township Council of the Township of Mahwah in the County of Bergen, deems it appropriate to enhance the recruitment and retention of volunteer firefighters and emergency medical volunteers in the Township of Mahwah; and

WHEREAS, the State of New Jersey has enacted P.L. 1998, c. 145 which permits municipal governments to allow their firefighting and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah in the County of Bergen that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c. 145 is herewith adopted for the volunteer firefighters and emergency medical volunteers in the municipality; and

BE IT FURTHER RESOLVED that the Fire Department Secretary and a designee from each Mahwah Emergency Medical Services North and South are herewith delegated the responsibility to administer the program and are authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 145, a copy of which is herewith made part of this resolution.

BE IT FURTHER RESOLVED that the Municipal Clerk is hereby authorized and directed to execute and seal the Certificate of Authorization Form VTC-5.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #040-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 authorizes local contracting units such as the Township of Mahwah to purchase goods or services, without advertising for bids, under any contract or contracts for such goods or services entered into on behalf of the State of the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Mahwah wishes to utilize State Contracts for various authorized goods and services purchases during the period of January 1, 2026 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey hereby authorized the purchase of items (when available) using the Division of Purchase and Property in the Department of the Treasury State Contracts and their authorized vendors. Authorization shall also include any further contract additions, extensions and/or amendments awarded by State Addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, DPW Director, Water/Sewer Superintendent, OEM, Recreation Director, Police Chief and Fire Chief.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #041-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 (6) authorizes local contracting units such as the Township of Mahwah to purchase goods or services, without advertising for bids, under any contract or contracts for such goods or services entered into on behalf of the County of Bergen Purchasing Division Registered Cooperative Pricing system #11-BCCPS; and

WHEREAS, the Township of Mahwah intends to purchase goods and services utilizing such County of Bergen Contracts during the period January 1, 2026 through December 31, 2026, including any contract extension and/or amendments awarded by County Addendum during this period.

NOW, THEREFORE, BE IT RESOLVED that the Business Administrator/Purchasing Agent/QPA of the Township of Mahwah is hereby authorized to utilize all existing County of Bergen Purchasing Division Registered Cooperative Pricing System #11-BCCPS Contracts including but not limited to Gasolines and Diesel Fuel County of Bergen Contracts together with any additions, extensions and/or amendments negotiated by the County of Bergen Purchasing Division during the period January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Police Chief, Fire Chief, Recreation Director, and Pool Manager.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #042-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits government agencies to utilize National Cooperative Contracts that were competitively bid; and

WHEREAS, the National Association of State Procurement Officials (NASPO) Value Point Cooperative Purchasing Organization has been recognized by the State of New Jersey for contracts for various authorized goods and services purchases;

WHEREAS, the Township of Mahwah wishes to utilize National Association of State Procurement Officials (NASPO) Value Point Cooperative Purchasing Organization for various authorized goods and services purchases during the period of January 1, 2026 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah hereby authorizes the purchase of items (when available) utilizing National Association of State Procurement Officials (NASPO) Value Point Cooperative Purchasing Organization contracts and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by National Association of State Procurement Officials (NASPO) Value Point Cooperative Purchasing Organization Addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Fire Chief, and Police Chief.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #043-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Educational Services Commission of New Jersey System Identifier 65MCESCCPS Cooperative Pricing System, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods; and

WHEREAS, on January 5, 2026 the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services for the contract period of January 1, 2026 through December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Mahwah.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Business Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

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

EFFECTIVE

This resolution shall take effect immediately upon passage for the period of January 1, 2026, through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Water & Sewer Dept. Superintendent, Fire Chief, and Police Chief.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #044-26
January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); the application of which is provided for in Local Finance Notice 2012-10, dated May 14, 2012; and

WHEREAS, the Qualified Purchasing Agent of the Township of Mahwah has reviewed the qualification of the Houston Galveston Area Council's Cooperative Purchasing Program (HGAC) and has determined that it is a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township Council is recommending membership in the HGAC, which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services, and that the Township Attorney has determined that such alternative contracting is permitted by law;

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey does authorize the Township of Mahwah to purchase goods and services (when available) utilizing HGAC National Contracts and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by HGAC addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Fire Chief, Police Chief and OEM Coordinator.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #045-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2.(b)(3); the application of which is provided for in Local Finance Notice 2012-10, dated May 14, 2012; and

WHEREAS, the Qualified Purchasing Agent of the Township of Mahwah has reviewed the qualifications of The Interlocal Purchasing System (TIPS) and has determined that it is a duly qualified national cooperative purchasing entity that delivers costs savings to local governing units for products and services, and reduces administrative costs associated with competitive bids for government agencies nationwide; and

WHEREAS, the Township Council authorizes membership in the (TIPS), which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services; and that the Township Attorney has determined that such alternative contracting is permitted by law.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey does authorize the Township of Mahwah to purchase goods and services (when available) utilizing (TIPS) and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by (TIPS) addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Fire Chief, Police Chief, OEM Coordinator and the Recreation Director.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #046-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing System (#47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the provision and performance of goods and services;

WHEREAS, on January 5, 2026 the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Mahwah, pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Business Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency, Cranford Police Department, Cranford, New Jersey. Authorization shall also include any further contract extensions and/or amendments awarded by the Lead Agency addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED the Lead Agency shall be responsible for complying with the provision of the Local Public contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

BE IT FURTHER RESOLVED that the Township Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, CFO, Accounts Payable, Fire Chief, Police Chief, and Cranford Police Department, 8 Springfield Avenue, Cranford, New Jersey 07016-2199.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #047-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local government units to utilize national cooperative contracts as a method of procurement for goods and services pursuant to N.J.S.A. 52:34-6.2(b)(3); the application of which is provided for in Local Finance Notice 2012-10, dated May 14, 2012; and

WHEREAS, the Qualified Purchasing Agent of the Township of Mahwah has reviewed the qualification of the Sourcewell national purchasing cooperative and has determined that it is a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township Council authorizes membership in Sourcewell national purchasing cooperative, which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services, and that the Township Attorney has determined that such alternative contracting is permitted by law.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey does authorize the Township of Mahwah to purchase goods and services (when available) utilizing the Sourcewell national purchasing cooperative and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by Sourcewell addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Fire Chief, Police Chief and OEM Coordinator.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #048-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A11-12 permits government agencies to utilize the General Services Administration (GSA) Contracts for Federal Supply Schedules 70-Information Technology Products, Schedule 84-Security and Law Enforcement Equipment, and 1122 Program for Disaster Recovery Purchasing and Public Health Emergencies; and

WHEREAS, the Township of Mahwah wishes to utilize General Services Administration (GSA) Contracts Schedule 70 and Schedule 84 and 1122 Program for various Technology and Police, Fire, and Emergency Services purchases during the period of January 1, 2026 through December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah hereby authorizes the purchase of items (when available) using GSA Schedule 70 and Schedule 84 contracts and their authorized vendors and to include purchases under the Disaster Recovery Purchasing, and Public Health Emergencies (PHEs) under GSA 1122 Program when needed. Authorization shall also include any further contract extensions and/or amendments awarded by GSA Addendums for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, Police Chief, Fire Chief and OEM Coordinator.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #049-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, N.J.S.A. 40A:11-11 and P.L. 2011, c.139 permits local governments to utilize national cooperative contracts as a method of procurement for good and services pursuant to N.J.S.A. 52:34-6.2(b)(3); the application of which is provided for in Local Finance Notice 2012-10, dated May 14, 2012; and

WHEREAS, the Qualified Purchasing Agent of the Township of Mahwah has reviewed the qualification of OMNIA Partners and has determine that it is a duly qualified national cooperative purchasing entity; and

WHEREAS, the Township Council authorizes membership in OMNIA Partners which is at no cost to the Township, so as to take advantage of opportunities that may be presented for the alternative purchase of goods and services; and the Township Attorney has determined that such alternative contracting is permitted by law.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah County of Bergen, State of New Jersey, does authorize the Township of Mahwah to purchase goods or services (when available) utilizing OMNIA Partners contracts and its authorized vendors for various authorized goods and services as per N.J.S.A. 40A:11-11 and P.L. 2011, c.139. Authorization shall also include any further contract additions, extensions and/or amendments awarded by OMNIA Partners for the period of January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, Assistant to the Business Administrator, QPA, Chief Financial Officer, DPW Director, Fire Chief, and Police Chief.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #050-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

RESOLUTION AUTHORIZING THE TOWNSHIP OF MAHWAH THROUGH THE POLICE DEPARTMENT TO PARTICIPATE IN THE DEFENSE LOGISTICS AGENCY, LAW ENFORCEMENT SUPPORT OFFICE, 1033 PROGRAM TO ENABLE THE MAHWAH TWP. POLICE DEPARTMENT TO REQUEST AND ACQUIRE EXCESS DEPARTMENT OF DEFENSE EQUIPMENT

WHEREAS, the United States Congress authorized the Defense Logistics Agency (DLA) Law Enforcement Support Office (LESO) 1033 Program to make use of excess Department of Defense personal property by making that personal property available to Municipal, County and State Law Enforcement Agencies (LEAs); and

WHEREAS, DLA rules mandate that all equipment acquired through the 1033 Program remain under the control of the requesting LEA; and

WHEREAS, participation in the 1033 Program allows Municipal and County LEAs to obtain property they might not otherwise be able to afford in order to enhance community preparedness, response, and resiliency; and

WHEREAS, although property is provided through the 1033 Program at no cost to Municipal and County LEAs, these entities are responsible for the costs associated with delivery, maintenance, fueling, and upkeep of the property, and for specialized training on the operation of any acquired property; and

WHEREAS, N.J.S.A.40A:5-30.2 requires that the Governing Body of the Municipality or County approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

NOW THEREFORE BE IT RESOLVED, the Township Council of the Township of Mahwah that the Mahwah Police Department is hereby authorized to enroll in the 1033 Program for no more than one-year period, with authorization to participate terminating in December 31 of the current calendar year from January 1, 2026 to December 31, 2026; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Mahwah Police Department is hereby authorized to acquire items of non-controlled property designated "DEMIL A," which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars and any other supplies or equipment of non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Mahwah Police Department without restriction.

BE IT FURTHER RESOLVED, that the Mahwah Police Department is hereby authorized to acquire the following "DEMIL B through Q" Property, if it shall become available in the period of time for which this resolution authorizes.

BE IT FURTHER RESOLVED, that the "DEMIL B through Q" controlled 3-page property list in its entirety is hereby approved and hereto attached to this resolution.

BE IT FURTHER RESOLVED, that the Mahwah Police Department shall develop and implement a full training plan and policy for the maintenance and use of the acquired property.

BE IT FURTHER RESOLVED, that the Mahwah Police Department shall provide a quarterly accounting of all property obtained through the 1033 Program which shall be available to the public upon request.

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately and shall be valid to authorize requests to acquire "DEMIL A" Property and "DEMIL B through Q" Property that may be made available through the 1033 Program during the period of time which this resolution authorizes; with Program participation and all property request authorization terminating on December 31st of the current calendar year.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection and shall forward a copy of this Resolution to the Business Administrator, CMFO, QPA and Chief of Police.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

_____
Carolyn George, RMC
Municipal Clerk

_____
Council President

ITEM NAME	ITEM CODE							
	A	B	C	D	E	F	G	Q
AIRCRAFT, FIXED WING			1					
AIRCRAFT, ROTARY WING			1					
AIRPLANE,CARGO-TRANSPORT		1						5
AIRPLANE,FLIGHT T42A		1						
AIRPLANE,UTILITY	1	1						
AIRPLANE,UTILITY U8F		1						
ARMORED SECURITY VEHICLE			1					
ARMORED SECURITY VEHICLE			1	1				
AUTOMOBILE,SEDAN			1					
AUTOMOBILE,WAGON			1					
BATON,KINETIC ENERGY				5				
BODY SHIELD		1						1
BREACH SYSTEM				1				
BREACHING RAM	1							
BREACHING SYSTEM	1							
CAPABILITIES SET NON-LETHAL								1
CAR,ARMORED				1				
CAR,ARMORED,MINE DISPOSAL			7					
CAR,ARMORED,MINE DISPOSAL				2				
CARRIER,AMBULANCE			1					
CARRIER,CARGO			3					
CARRIRER,COMMAND POST			1					
CARTRIDGE,12 GAGE SHOTGUN							2	
CARTRIDGE,12 GAGE SHOTGUN,NON-LETHAL				1			11	
CARTRIDGE,40 MILLIMETER			1		1		1	
CHARGE,DIVERSIONARY							1	
CLUB,SELF-PROTECTION								7
COMMUN,EQUIP,SOMS-B						1		
CUTTER HEAD,HYDRAULIC BREACHING AND EXTRACATION TOOL	1							
DEMOLITION KIT,BLASTING							1	
DEMOLITION KIT,BLASTING,PRACTICE							1	
DEMOLITION KIT,BREACHING SYSTEM,ANTI-PERSONNEL OBSTACLE				2			2	
DOOR OPENER,HYDRAULIC BREACHING AND EXTRACATION TOOL	1							
DRONE,TARGET				1				
DRONES			1					
FACESHIELD,MILITARY,RIOT CONTROL	1							

ITEM NAME	DEMIL CODE							
	A	B	C	D	E	F	G	Q
FACESHIELD,RIOT CONTROL								3
FACESHIELD,RIOT CONTROL	1							
FORCED ENTRY AND RESCUE EQUIPMENT,AIRCRAFT CRASH	1							
GLIDERS			1					
GOGGLES,PROTECTION,RIOT CONTROL	5							
GRENADE,HAND							1	
GRENADE,HAND,NON-LETHAL							2	
GROUND SENSOR SURVEILLANCE VEHICLE			1					
GUN,PORTABLE RIOT CONTROL				1				
HATBOX,RIOT CROWD	2							
HELICOPTER,FLIGHT TRAINER			1					
HELICOPTER,FLIGHT TRAINER TH55A		1						
HELICOPTER,MEDEVAC			1					
HELICOPTER,OBSERVATION			3					
HELICOPTER,SEARCH AND RESCUE		2						
HELICOPTER,UTILITY		1	3					
HELMET,POLICE	1							
HELMET,SAFETY	1							
KIT,MECHANICAL BREA	2							
KIT,RIOT PROTECTION	1							
LIGHT ARMORED VEHICLE			17	26				
MINE CLEARING VEHICLE				1				
MINE DETECTOR SYSTEM,VEHICLE MOUNTED			3	2		1		
MINE RESISTANT VEHICLE			63	3				
MISCELLANEOUS WEAPONS - LOGSA LSN		1						
MODIFICATION KIT,GUN,WEAPON				1				
MUNITION,CROWD CONTROL MODULAR,NON-LETHAL							2	
No Item Name Available			1					
NON-BALLISTIC BODY SHIELD	1							1
NON-LETHAL WEAPONS CAPABILITIES SET		2						
ONLY COMPLETE COMBAT/ASSAULT/TACTICAL WHEELED VEHICLES				1				
PROTECTIVE SHIELD,T	1							1
RAM,BATTERING	1							
RAM,DOOR,MINI	1							
RIOT CONTROL SHIELD	1							
SECURITY VEHICLE			1					

ITEM NAME	DEMIL CODE							
	A	B	C	D	E	F	G	Q
SHIELD,PERSONAL PROTECTIVE				1				3
SHIELD,SELF-PROTECTION								6
SHOP EQUIPMENT,CONTACT MAINTENANCE	1		2					
SHOP SET,CONTACT MAINTENANCE, TRUCK MOUNTED (ENGINEER)	1							
SHOP SET,CONTACT MAINTENANCE, TRUCK MOUNTED (ORDNANCE)	1							
SIGHT,THERMAL				1				
SLEDGE HAMMER	1							
TOOL,BREAKER,HINGE	1							
TRAINING KIT,DEMOLITION		1						
TRUCK TRACTOR			4			5		7
TRUCK,AMBULANCE			9					
TRUCK,ARMORED			3					
TRUCK,BOLSTER						2		1
TRUCK,BOMB SERVICE			2			2		
TRUCK,CARGO		3	28			17		30
TRUCK,CARRYALL			22					1
TRUCK,COMMAND RECONNAISSANCE			2					
TRUCK,DUMP			2			6		7
TRUCK,MAINTENANCE						3		
TRUCK,MATERIALS HANDLING-CONTAINER HOISTING			1					
TRUCK,PALLETIZED LOADING			8					2
TRUCK,PANEL			2					
TRUCK,STAKE								2
TRUCK,TANK			5			13		8
TRUCK,UTILITY			84					4
TRUCK,VAN		1				14		1
TRUCK,WRECKER		1	2			3		2
TRUCKS AND TRUCK TRACTORS, DEMIL C			1					1
UNMANNED AIRCRAFT			1					
UNMANNED VEHICLE			1					
UP ARMORED NTVS			1					
UTILITY VEHICLE,OFF ROAD		1	2	1	1	1	1	1

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #051-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township Council of the Township of Mahwah is authorized to adopt resolutions permitting the use of Electronic Funds Transfers (EFT) in the form of an Automated Clearing House transfer for purchases made to a third party that is not the vendor from whom the goods and services are purchased, pursuant to Local Finance Notice AU 2003-1; N.J.S.A. 40A:5-1 et seq. and N.J.A.C. 5:30-9A.1 to 9A.8; and

WHEREAS, the Township Council finds that an EFT in the form of an ACH payment should be authorized to ProAct, Inc. for Township of Mahwah Group Prescription Benefit Management Services;

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Mahwah authorizes the CMFO to process EFT payments in the form of ACH payments ProAct, Inc. for Township of Mahwah Group Prescription Benefit Management Services.

BE IT FURTHER RESOLVED that the Township Clerk keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; and ProAct, Inc., 6333 Route 298, East Syracuse, New York 13057.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #052-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the recent changes to the Local Public Contracts Law gave local contracting units the ability to increase their bid threshold up to $53,000.00 and its quote threshold up to $7,950.00; and

WHEREAS, N.J.S.A. 40A:11-3a, permits this increase in the bid threshold if a Qualified Purchasing Agent is appointed as well as granted the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.A.C. 5:45-5 et seq. establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, P.L. 2023, C.30 known as the "Elections Transparency Act" recently made significant changes to New Jersey's Pay-to-Play Laws, amending N.J.S.A. 19:44A-20.4 and 20.5 to authorize the governing body of a municipality to delegate authority to the municipality's Qualified Purchasing Agent to award contracts having an anticipated value in excess of $17,500 but below the municipality's bid threshold: and

WHEREAS, Joanne Becker, possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.; and

WHEREAS, the Township of Mahwah desires to take advantage of the increased bid threshold.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, as follows:

1. The Township of Mahwah hereby maintains its bid threshold of $53,000.00.

2. The governing body hereby appoints Joanne Becker as the Qualified Purchasing Agent to exercise the duties of a purchasing agent pursuant to N.J.S.A. 40A:11-2(30), with specific relevance to the authority, responsibility, and accountability of the purchasing activity of the contracting unit; and
3. The Township's QPA is hereby authorized to award contracts on behalf of the Township in excess of $17,500.00 but below the bid threshold of $53,000.00.

BE IT FURTHER RESOLVED, that in accordance with N.J.A.C. 5:34-5.2 the local unit Clerk is hereby authorized and directed to forward a certified copy of this resolution and a copy of Joanne Becker's QPA Certification to the Director of the Division of Local Government Services.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

State of New Jersey
Department of Community Affairs

DCA
NJ DEPARTMENT OF CommunityAffairs

The
Division of Local Government Services
hereby certifies that

Joanne Becker
475 Corporate Drive
Mahwah, NJ 07430

is a

QUALIFIED PURCHASING AGENT

12/21/2024 to 12/21/2027
Valid

Q-2008
Certification #

Signature of Registrant

Jacquelyn A. Suárez
Acting Commissioner, Department of Community Affairs
Director, Division of Local Government Services

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #053-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Township Administrative Agent Services for Affordable Housing as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Community Grants, Planning, and Housing ("CGP&H") of Cranbury, NJ as Township Administrative Agent for Affordable Housing for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of CGP&H and is desirous of awarding a professional services contract to CGP&H as 2026 Township Administrative Agent for Affordable Housing for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, CGP&H has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account #-24-287 - 56-000-011 (Affordable Housing Reserve);

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah consents to the mayor's appointment of CGP&H as 2026 Township Administrative Agent for Affordable Housing; and

BE IT FURTHER RESOLVED, that a contract in an amount not-to-exceed $ 45,000.00 and consistent with the rates of their proposal dated October 29, 2025 be and is hereby awarded to CGP&H as Township Agent for Affordable Housing for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Administrative Agent for Affordable Housing is regulated by law and because it has been determined that the personnel of CGP&H are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount of $ 45,000.00 shall not be exceeded without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that this Contract, Business Entity Disclosure Certification, and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; and CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Township of Mahwah (hereinafter referred to as "Township"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Township and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2026, terminating at the close of business on 31st day of December, 2026. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.

2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.

3. The "contract" shall consist of the following:
   a. This Agreement and all Schedules annexed thereto.
   b. Resolution of appointment made by the Mayor and Township Council.
   c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
   d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Township that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.

5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Township of Mahwah during the period set forth herein above.

6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Township of Mahwah as evidenced by a duly adopted Resolution.

7. CGP&H represents that they currently have professional liability insurance in a minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, and that they shall supply a certificate to the Township showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Township of Mahwah harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.

8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Township of Mahwah Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BY: _____

NAME: _____

TOWNSHIP OF MAHWAH

BY: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS: Stephanie Rubin

NAME: Stephanie Rubin

CGP&H, LLC

NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 10/29/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by CGP&H, under the terms of this document, CGP&H shall be compensated as follows:

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality	
1. Municipal Services	Not-to-exceed $30,000 billed hourly at a rate of $170 per hour for senior staff which include planners and department supervisors
2. Applicant Services	Monthly flat fee of $150 per month for a total of $1,800 per year.
3. Administrative Agent Resale Fee	$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. *A fee of 3% of the resale price will be paid by the seller at the closing to CGP&H.*
4. Subordination Requests	$175 flat fee to process refinancing requests. **This fee is paid by the homeowner.**
5. Direct Costs	Reimbursement for expenses. Not to exceed $400 per contract year.
TOTAL PAID BY MUNICIPALITY	**Not-to-exceed $44,200 including up to 6 units listed for sale.**

1. **Municipal Services:** This may include, but is not limited to:
    - Implementing Affirmative Marketing Plan postings and other compliance requirements
    - Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
    - Distressed Properties follow up activities
    - Responding to initial private developer inquiries
    - Advising Municipality on affordable housing requirements for new developments
    - Foreclosure prevention activities
    - Enforcing affordability controls, including annual mailings to homeowners
    - Program setup for Accessory Apartment program
    - Program setup for Affordability Assistance Programs
    - Unit Monitoring
    - Entry of unit information into state database
    - Program set up for Extension of Controls
    - Releasing controls at end of control period
    - Calculating annual tax assessments for affordable homeowners
    - Midpoint Review
    - Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Applicant Services:**
This may include, but is not limited to:
   - Affordable Housing Waitlist Management for existing Sales and Rental units
   - Responding to general affordable housing inquiries from pre-applicants, applicants, and existing affordable housing owners
   - Unit Administration
   - Management of general inquiries
   - Responding to existing homeowners' inquiries (intent to sell requests, etc.)
   - Processing requests for loan subordinations/approval of equity loans and refinancing
   - Answering Affordability Assistance Questions
   - Advising on annual increases for Market to Affordable, Accessory Apartment, and other units

3. **Administrative Agent Resale Fee:** This includes but is not limited to:
   - Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
   - Certifying a buying household(s) as eligible
   - Sending potential purchasers to the unit
   - Facilitating an agreement between buyer and seller
   - Preparing and filing closing documents.

   The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

4. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.

5. **Direct Costs:** this includes, but is not limited to:
   - Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

AFFORDABILITY ASSISTANCE PROGRAM SERVICES	
Affordability Assistance Program Services	CGP&H will charge a flat fee of $450 for each first month's rent program application. CGP&H will charge a flat fee of $550 for each down payment assistance program application. If another type of affordability assistance program is implemented, a flat fee for each application and or service provided will be negotiated by CGP&H and the municipality.

Affordability Assistance Program Services: Once programs are selected and manuals written are and approved, administration of these affordability assistance programs includes, but is not limited to: Soliciting applications; Distributing and processing applications; Income certifying applicants, when required; Reviewing and approving applications; Tracking the disbursement of funds for required reporting; Keeping records of all affordability assistance provided.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

a. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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.

b. 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 or sex.

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

d. The contractor or subcontractor, where applicable, agrees to comply with the 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 American with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

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

g. 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.

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

i. 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

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE

TITLE CHIEF EXECUTIVE OFFICER

DATE 10/29/2025

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CGP&H, LLC located at 1249 South River Road, Suite 301, Cranbury, NJ 08512 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Randall Gottesman	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CGP&H, LLC
Signature of Affiant: [signature] Title: Chief Executive Officer
Printed Name of Affiant: John Burton Date: 12/5/2025

Subscribed and sworn before me this 5th day of December, 2025
My Commission expires:

STEPHANIE C. RUBIN
Commission # 50098692
Notary Public, State of New Jersey
My Commission Expires
February 12, 2029

[signature] (Affiant)
Stephanie Rubin, Contracts & Proposals Administrator
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen & Stults Co, Inc. 106 N. Main St, P.O. Box 110 Hightstown NJ 08520	CONTACT NAME: Gail Lanza, AAI PHONE (A/C, No, Ext): (609)448-0110 FAX (A/C, No): (609)448-8063 E-MAIL ADDRESS: glanza@allenstults.com
INSURED CGP&H, LLC, DBA: Community Grants, Planning & Housing, LL 1249 South River Road Suite 301 Cranbury NJ 08512	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Co — 20443 INSURER B: National Fire Ins Co of Hartford — 20478 INSURER C: Hartford Underwriters Ins Co — 30104 INSURER D: Canopy Specialty Insurance INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2512407990 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Rel Practices Liab	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			[redacted]	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist property damage	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	12/18/2025	12/18/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			[redacted]	4/27/2025	4/27/2026	CLAIM AGGREGATE	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder shall be named additional insured with respects to general liability as per form SB146932G (10/2019).

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gail Lanza, AAI/GAL Gail A. Lanza

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Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1363338 FOR CGP&H, LLC IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CGP&H, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1249 South River Road, Suite 301

Requester's name and address (optional)

6 City, state, and ZIP code

Cranbury, NJ 08512

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

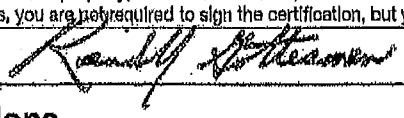
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 10/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND
CPG&H LLC (COMMUNITY GRANTS, PLANNING & HOUSING)
2026 TOWNSHIP ADMINISTRATIVE AGENT FOR AFFORDABLE HOUSING

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512, (the "Township Administrative Agent for Affordable Housing").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, CGP&H LLC has been appointed Township Administrative Agent for Affordable Housing of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. CGP&H LLC, shall perform services required by its appointment as Township Administrative Agent for Affordable Housing to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Administrative Agent for Affordable Housing agrees to accept compensation the sum as set forth in the attached Exhibit "D." The total contract amount shall not exceed $45,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $45,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Administrative Agent for Affordable Housing to notify the Township prior to commencing work that will exceed $45,000.00.

3. Payment shall be made by the Township upon the submission by Township Administrative Agent for Affordable Housing of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of John Burton, CGP&H and professionals within with firm. Township Administrative Agent for Affordable Housing is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Administrative Agent for Affordable Housing shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Administrative Agent for Affordable Housing, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Affordable Housing Administrative Agent service is regulated by law and because Township Administrative Agent for Affordable Housing represents that the firm's employees are authorized to practice professional Affordable Housing Administrative Agent services.

7. This Agreement has been awarded to Township Administrative Agent for Affordable Housing based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Administrative Agent for Affordable Housing does hereby attest that Township Affordable Housing Rehabilitation Program Administrator, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Administrative Agent for Affordable Housing is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Administrative Agent for Affordable Housing receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Administrative Agent

for Affordable Housing's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Administrative Agent for Affordable Housing shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Administrative Agent for Affordable Housing has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Administrative Agent for Affordable Housing shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Administrative Agent for Affordable Housing agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
John Burton, CGP&H LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #054-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Affordable Housing Rehabilitation Program Administrator Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Community Grants, Planning, and Housing ("CGP&H") of Cranbury, NJ as Township Affordable Housing Rehabilitation Program Administrator for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of CGP&H and is desirous of awarding a professional services contract to CGP&H as 2026 Township Affordable Housing Rehabilitation Program Administrator for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, CGP&H has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account #-24-287 - 56-000-011 (Affordable Housing Reserve);

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah consents to the Mayor's appointment of CGP&H as 2026 Township Affordable Housing Rehabilitation Program Administrator; and

BE IT FURTHER RESOLVED, that a contract in an amount not-to-exceed $20,000.00 and consistent with the rates of their proposal dated October 29, 2025 be and is hereby awarded to CGP&H as Township Affordable Housing Rehabilitation Program Administrator for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Affordable Housing Rehabilitation Program Administrator is regulated by law and because it has been determined that the personnel of CGP&H are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount of $20,000.00 shall not be exceeded without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that this Contract, Business Entity Disclosure Certification, and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; and CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Township of Mahwah (hereinafter referred to as "Township"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Township and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2026, terminating at the close of business on 31st day of December, 2026. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.

2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.

3. The "contract" shall consist of the following:
   a. This Agreement and all Schedules annexed thereto.
   b. Resolution of appointment made by the Mayor and Township Council.
   c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
   d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Township that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.

5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Township of Mahwah during the period set forth herein above.

6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Township of Mahwah as evidenced by a duly adopted Resolution.

7. CGP&H represents that they currently have professional liability insurance in a minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, and that they shall supply a certificate to the Township showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Township of Mahwah harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.

8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Township of Mahwah Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BY: _____

NAME: _____

TOWNSHIP OF MAHWAH

BY: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS: Stephanie Rubin

NAME: Stephanie Rubin

CGP&H, LLC

NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 10/29/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

For services rendered by CGP&H, under the terms of this document, CGP&H shall be compensated as follows:

Housing Rehabilitation Program Administration Services	
1. Ongoing Day-to-Day Program Administration	Monthly flat fee of $375 per month for a total of $4,500 per contract year. *This fee will only be billed at the commencement of outreach and marketing activities.*
2. Direct Costs	$400 not to exceed per year.
Additional services as requested	Billed hourly at the blended rate of $132 per hour. *Budget for these services will depend on scope of additional services requested by the municipality. CGP&H will not bill any time towards this line item without written authorization from the municipality.*

1. **Ongoing Day-to-Day Program Administration:** includes but is not limited to:
   - Maintaining a waiting list of interested residents;
   - Ongoing owner outreach efforts
   - Reviewing homeowner pre-applications to determine initial eligibility
   - Reporting
   - Doing updates to program manual and forms as needed
   - Contractor outreach
   - Intake of new interested contractor applications
   - Qualifying new contractors
   - Maintaining contractor database and individual records
   - Updates to rehab work specifications templates and compliance research
   - All other Housing Rehabilitation administrative tasks.

   The following services are not included within the monthly flat fee and will require additional authorization to proceed: preparation for and presentation to community as a whole or community sub-groups at request of municipality.

2. **Direct Costs:** this includes, but is not limited to, reimbursement for direct costs for large scale printing jobs, postage, mailings, poster production, expedited mailings or messenger services, county filing/recording fees, etc. This does not include paid advertising.

Housing Rehabilitation Program Case Management	
1. Milestone 1: Eligibility Determination	Flat fee of $1,280 payable upon certification of applicant's eligibility. Discounted flat fee of $850 for each additional unit within a multi-family dwelling.
2. Milestone 2: Loan Closing	Flat fee of $3,400 payable upon execution of construction documents. Discounted flat fee of $1,250 for each additional unit within a multi-family dwelling.
3. Milestone 3: Final Inspection	Flat fee of $2,120 payable upon satisfactory final inspection. Discounted flat fee of $900 for each additional unit within a multi-family dwelling.
4. Title Search Fee	$100 per property
5. Subordination Requests	$175 flat fee to process refinancing requests. **This fee is paid by the homeowner.**

1. **Milestone 1: Eligibility Determination:** this includes the introductory setup of a case through the processing of applications and determining the applicant's eligibility for the program.

2. **Milestone 2: Loan Closing:** this includes comprehensive inspection of home to determine code violations, repair needs; developing a detailed cost estimate and work specifications for review and approval by homeowner; preparing bid documents for contractors to bid; review of bids received, preparing contractor contracts and homeowner agreements with the Municipality, and preconstruction meeting/contract signing/loan closing.

3. **Milestone 3: Final Inspection:** this includes working with contractors and homeowners throughout construction to finalize the rehabilitation work, troubleshooting any difficulties that arise, progress inspections, and case closeout.

4. **Title Search Fee:** Per property title search fee to confirm ownership and property liens.

5. **Subordination Requests:** Includes the cost of processing of subsequent Program Mortgage Subordination Requests during the affordability control period.

Lead Risk Assessment and Testing Services if requested by municipality	
1. Lead Risk Assessment and Report	Flat fee of $650 per unit (Includes dust wipes and soil sample as needed)
2. Lead Clearance Testing	Flat fee of $330 per unit.

1. **Lead Risk Assessment and Report:** Only applicable to houses built prior to 1978.

2. **Lead Clearance Testing:** Only necessary if lead risk assessment findings have actionable lead level.

Charges to be paid by the Housing Rehabilitation Contractor to CGP&H

CIRCUMSTANCE	CONTRACTOR PENALTY
1. Failed Final Inspection	$375 per failed inspection paid by the contractor directly to CGP&H. $300 for repeat lead clearance if needed.
2. Unjustified Construction Delays	$50 per day paid by the contractor directly to CGP&H.

1. **Failed Final Inspection:** If a contractor requests a final inspection, and fails to meet the specifications of the Work Write-Up, the contractor will be charged a flat fee to partially cover the cost of having to conduct a second inspection and preparing the accompanying inspection reports. Charges for each failed final inspection will be issued directly from the contractor to CGP&H, as specified in the construction agreement. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

2. **Unjustified Construction Delays:** If the contractor delays construction without appropriate justification which requires CGP&H's additional follow-up with contractor, a weekly penalty will be charged to the contractor during the delay period. This will be specified in the construction agreement as a weekly penalty to the contractor paid directly to CGP&H if the penalty is imposed. CGP&H will notify the Municipality if this penalty is ever levied against a contractor.

The following fees may apply to the Municipality only if the need arises:

Additional Housing Rehabilitation Services, as Needed	Fee
Services related to any cases that are terminated due to circumstances outside the control of CGP&H, including determination of either participant or property ineligibility, voluntary withdrawal by the program participant, or a participant failure to follow other program rules, including violations of local ordinances, falsification of eligibility documents, etc.	$850 flat fee per termination.
For services related to the program inspector's discovery during the initial property inspection of non-compliant occupancy or recently completed or ongoing home improvements without required municipal permits, the CGP&H will work to get the program participant to rectify the situation and become municipally compliant before the case can continue in the program with the standard case processing procedures. *Municipality has the option to pass on this additional cost to the owner.	$400 flat fee per case for compliance items*
If the program participant delays the preconstruction process for any reason, including rectifying non-compliance discovery (see above section), which then makes the state mandated certificate of eligibility period expire prior to the signing of the construction agreement, CGP&H will be required to reverify household income. *Municipality has the option to pass on this additional cost to the owner.	$750 per re-verification of income*
On occasion, there are secondary or supplemental funding sources available to assist a unit get fully up to code in cases where the program's funding limits and the program participant's ability to provide their own funding is insufficient. To avoid abandoning the case since it cannot be brought up to code with available funding, we can partner with other funding sources in some cases to make the project work. CGP&H will r initial research to determine if partnering source is an option for the particular case, and if so, then coordinate with secondary funding source.	$400 flat fee per case for initial research and coordination of partnering funds
If during or after the completion of a housing rehabilitation case there are contract disputes, warranty claims or other kinds of disputes causing the Municipality to request mediation or intervention, CGP&H will only proceed upon written authorization from the municipality. When a program participant or contractor contacts CGP&H directly, CGP&H will attempt to resolve it expediently, prior to seeking written authorization from the municipality.	$400 flat fee per case for warranty claims or $750 flat fee per case for contract disputes.
Cases that require more than one bid opening (due to non-receipt of a qualified bid, contractor replacement or specialty contractor need on portion of rehab work) and/or more than one loan closing and related documents preparation; CGP&H will proceed with a re-bid process which includes re-sending updated bid notice and bid packages, additional bid opening, and review of bids received and/or each additional set of loan closing documents and/or additional loan closing	$525 per case for re-bid process and $525 per case for each additional needed loan closing and/or additional loan closing documents.

Exclusions:

The following services are specifically excluded from the scope of services to be provided under this agreement:

1. All engineering and architectural services related to the rehabilitation of residential structures, and the coordination thereof. In the rare cases where such funding is needed, the homeowner is responsible for those costs.
2. All legal services as may be required to administer the program or resolve a dispute between a program participant and a contractor.
3. Direct costs such as advertising, reproduction, and expedited mail or messenger services more than amount identified above in this proposal.
4. Relocation assistance, in the extremely rare event that a household must be relocated during the construction phase.
5. CGP&H is not responsible for serving as the property manager of any rental units.
6. Lead based paint testing services.
7. Preparation for and presentation to community as a whole or community sub-groups at request of municipality.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

a. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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.

b. 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 or sex.

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

d. The contractor or subcontractor, where applicable, agrees to comply with the 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 American with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

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

g. 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.

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

i. 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:

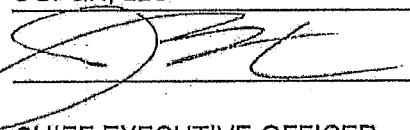
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE 

TITLE CHIEF EXECUTIVE OFFICER

DATE 10/29/2025

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CGP&H, LLC located at 1249 South River Road, Suite 301, Cranbury, NJ 08512 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2026 to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Randall Gottesman	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CGP&H, LLC
Signature of Affiant: [signature] Title: Chief Executive Officer
Printed Name of Affiant: John Burton Date: 12/5/2025

Subscribed and sworn before me this 5th day of December, 2025
My Commission expires:

STEPHANIE C. RUBIN
Commission # 50098692
Notary Public, State of New Jersey
My Commission Expires
February 12, 2029

Stephanie C. Rubin
(Affiant)
Stephanie Rubin, Contracts & Proposals Administrator
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen & Stults Co, Inc. 106 N. Main St, P.O. Box 110 Hightstown NJ 08520	CONTACT NAME: Gail Lanza, AAI PHONE (A/C, No, Ext): (609)448-0110 FAX (A/C, No): (609)448-8063 E-MAIL ADDRESS: glanza@allenstults.com
INSURED CGP&H, LLC, DBA: Community Grants, Planning & Housing, LL 1249 South River Road Suite 301 Cranbury NJ 08512	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Co — 20443 INSURER B: National Fire Ins Co of Hartford — 20478 INSURER C: Hartford Underwriters Ins Co — 30104 INSURER D: Canopy Specialty Insurance INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2512407990 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Rel Practices Liab	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			[redacted]	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist property damag	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	12/18/2025	12/18/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			[redacted]	4/27/2025	4/27/2026	CLAIM AGGREGATE	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder shall be named additional insured with respects to general liability as per form SB146932G (10/2019).

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gail Lanza, AAI/GAL Gail A. Lanza

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Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1363338 FOR CGP&H, LLC IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CGP&H, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1249 South River Road, Suite 301

6 City, state, and ZIP code

Cranbury, NJ 08512

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 10/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND
CPG&H LLC (COMMUNITY GRANTS, PLANNING & HOUSING)
2026 TOWNSHIP AFFORDABLE HOUSING REHABILITATION PROGRAM ADMINISTRATOR

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512, (the "Township Affordable Housing Rehabilitation Program Administrator").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, CGP&H LLC has been appointed Township Affordable Housing Rehabilitation Program Administrator of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. CGP&H LLC, shall perform services required by his appointment as Township Affordable Housing Rehabilitation Program Administrator to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Affordable Housing Rehabilitation Program Administrator agrees to accept compensation the sum as set forth in the attached Exhibit "D." The total contract amount shall not exceed $20,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $20,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Affordable Housing Program Administrator to notify the Township prior to commencing work that will exceed $20,000.00.

3. Payment shall be made by the Township upon the submission by Township Affordable Housing Rehabilitation Program Administrator of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services with a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of John Burton, CGP&H and professionals within with firm. Township Affordable Housing Rehabilitation Program Administrator is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Affordable Housing Rehabilitation Program Administrator shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Affordable Housing Rehabilitation Program Administrator, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Affordable Housing Rehabilitation Program Administration is regulated by law and because Township Affordable Housing Rehabilitation Program Administrator represents that the firm's employees are authorized to practice professional Affordable Housing Rehabilitation Program planning services.

7. This Agreement has been awarded to Township Affordable Housing Rehabilitation Program Administrator based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Affordable Housing Rehabilitation Program Administrator does hereby attest that Township Affordable Housing Rehabilitation Program Administrator, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Affordable Housing Rehabilitation Program Administrator is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Affordable Housing Rehabilitation Program Administrator receives contracts in excess of $50,000 from public entities in a calendar year. It is

Township Affordable Housing Rehabilitation Program Administrator's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Affordable Housing Rehabilitation Program Administrator shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Affordable Housing Rehabilitation Program Administrator has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Affordable Housing Rehabilitation Program Administrator shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Affordable Housing Rehabilitation Program Administrator agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

_____
Carolyn George, RMC, Township Clerk

By:_____
James J. Wysocki, Mayor

WITNESS:

_____

_____
John Burton, CGP&H LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #055-26
DATE: JANUARY 5, 2025

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Township Administrative Agent Services for Norfolk Village as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Community Grants, Planning, and Housing ("CGP&H") of Cranbury, NJ as Township Administrative Agent for Norfolk Village for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of CGP&H and is desirous of awarding a professional services contract to CGP&H as 2025 Township Administrative Agent for Norfolk Village for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract will exceed $17,500.00; and

WHEREAS, CGP&H has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account #-24-287 - 56-000-011 (Affordable Housing Reserve);

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah consents to the mayor's appointment of CGP&H as 2026 Township Administrative Agent for Norfolk Village; and

BE IT FURTHER RESOLVED, that a contract in an amount not to exceed $ 5,000.00 and consistent with the rates of their proposal dated October 29, 2025 be and is hereby awarded to CGP&H as Township Administrative Agent for Norfolk Village for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Township Administrative Agent for Norfolk Village is regulated by law and because it has been determined that the personnel of CGP&H are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount of $ 5,000.00 shall not be exceeded without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that this Contract, Business Entity Disclosure Certification, and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; and CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Township of Mahwah (hereinafter referred to as "Township"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Township and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2026, terminating at the close of business on 31st day of December, 2026. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.

2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.

3. The "contract" shall consist of the following:
   a. This Agreement and all Schedules annexed thereto.
   b. Resolution of appointment made by the Mayor and Township Council.
   c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
   d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Township that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.

5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Township of Mahwah during the period set forth herein above.

6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Township of Mahwah as evidenced by a duly adopted Resolution.

7. CGP&H represents that they currently have professional liability insurance in a minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, and that they shall supply a certificate to the Township showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Township of Mahwah harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.

8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Township of Mahwah Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BY: _____

NAME: _____

TOWNSHIP OF MAHWAH

BY: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS:

Stephanie Rubin

NAME: Stephanie Rubin

CGP&H, LLC

NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 10/29/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide Owner with Administrative Agent services for up to 45 affordable Housing Units in Mahwah, New Jersey. The primary mission of the Administrative Agent is to ensure that restricted Housing Units are rented to eligible low and moderate-income households and that the restrictions are enforced throughout their term of affordability. CGP&H will assume all the duties of the Administrative Agent as defined by the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26).

TERM	FEE DESCRIPTION	COST
1. Income Certification	$800 for each applicant that is income certified.* *No fee for applicants found ineligible.*	$800 each
2. Administrative Services	$8.00 per month ($96 per year) per deed restricted Housing Unit, payable quarterly.	*($96 x 45 units)* $4,320 annually
3. Reimbursement of Expenses	Reimbursement of expenses up to $400 per year.	up to $400
TOTAL EXPECTED ANNUAL COST		**$20,000**
4. Additional Certification Fees	$125 per income certification for units subject to assisted living placements, local preference, or veterans preference.	*T.B.D.*
5. Professional Planning Hourly Services	Hourly at $165 per hour to provide additional professional planning services.	*T.B.D.*
6. Additional Contingency Fee	$1,000 fee to provide mass email to municipal or developer interest list. *Owner's Property Manager may perform this activity to avoid this fee.*	*T.B.D.*

**Though it is expected that only one income certification will be required per unit, if a certified applicant does not sign a lease or take occupancy of a unit, an additional income certification will be required to approve the next applicant, which will require an additional fee for income certification.*

1. Income Certification: CGP&H will contact the next applicants on the waiting list, and pre-screen their preliminary eligibility. Applicants may then be referred to the Owner and/or Owner's designee. Owner then reaches out to next applicant on list, takes development application, runs credit score and determines if meets development's criteria (see Schedule B for Owner's responsibilities). CGP&H eligibility determinations do not include credit checks. Once Owner approves of applicant, Owner notifies CGP&H to complete a detailed income eligibility review to determine their income certification status. There is no charge to the Owner to pre-screen applicants or for application reviews where CGP&H determines an applicant is ineligible.

2. Administrative Services: These services include the following essential day to day activities that are not generally related to a specific vacancy or eligibility certification:

- Handling general inquiries from pre-applicants, applicants, tenants, owners, property manager, and municipal officials.
- Managing the Housing Units utilizing HomeKeeper, a salesforce database to manage affordable housing programs.
- Maintaining online applicant portal, processing updates from applicants, and regularly purging wait lists of applicants no longer interested.
- Providing required annual monitoring reporting to municipality.
- Obtaining certification of rental compliance form annually from Owner and advising on annual rental percentage increases.

3. Reimbursement of Expenses: This fee covers printing, postage and other mailing costs related to the services described above.

4. Additional Certification Fees: Projects with assisted living placements, local preference requirements, or veterans preference requirements all require additional work and will be charged an additional fee.

5. Professional Planning Services: CGP&H can perform any of the following services for an additional hourly fee:

- Review, draft, and/or approve changes to the standard form of deed restriction, amend a recorded deed restriction, and/or submit multiple deed restrictions.
- Seek approval for deviations in bedroom and/or income distribution requirements as laid out in the Uniform Housing Affordability Controls.
- Change the utilities to be included/excluded in rent that then require revisions to each Housing Unit's base rent.
- Draft an affordable housing plan.

- Advise on obtaining court approval on behalf of Owner when they are prevented from using the most recent income limits.
- Responding to legal proceedings or state investigative proceedings.
- Review and approve the sale of the development as required by the deed restriction.
- Inform municipality if landlord certification form is not returned within the timeframe required in the Owner Responsibilities in Schedule B.
- Correct any out-of-compliance activities, including but not limited to Owner placing an applicant in the wrong Housing Unit, charging the wrong rent, or other matters.
- Provide expert advisory services for any other affordable housing matters.

6. Additional Contingency Fee: Owners or the municipality sometimes have their own applicant interest lists prior to CGP&H's engagement. In those cases, a flat fee shall be charged for CGP&H to prepare and send a mass email to applicants about how to apply to get in the lottery and on the official wait list. Prior to initiating this service, CGP&H will contact the Development's property manager, giving them the option of contacting everyone on the municipal and/or Owner list to avoid incurring this fee.

SCHEDULE B: RESPONSIBILITY OF OWNER AND/OR DESIGNEE

The responsibilities of the Owner and/or their Designee are outlined below. CGP&H will require the leasing agent to acknowledge and agree to these responsibilities prior to CGP&H contacting applicants for vacancies. **If Owner and/or their Designee does not comply with these responsibilities, CGP&H will not be able to effectively perform administrative agent services, which will result in Owner notification, and if unresolved, may result in the discontinuation of services and notification to the municipality in accordance with the terms of this Agreement.**

ADVERTISING	
1. Placing Advertisements ***(for initial lease-up)***	a. Owner and/or Designee will be responsible for placing all required advertisements approved by CGP&H, and the costs of all paid advertising. b. The Owner may choose to conduct additional marketing if there is a shortage of applicants of the waiting list.
SCREENING APPLICANTS REFERRED BY CGP&H	
1. Waiting List Order	a. Owner and/or Designee must screen applicants in the order provided by CGP&H.
2. Credit	a. Request CGP&H to provide list of potential applicants only when Owner or Designee is prepared to promptly contact applicants. b. Contact applicants within 2 weeks of referral by CGP&H. c. Notify applicants when they do not pass Owner's credit and screening requirements. d. Answer all questions from applicants regarding their failure to meet Owner's and/or Designee's application criteria or credit approval.
3. Showing Apartments & Answering Questions	a. Owner or Designee is responsible for answering all questions from applicants about the vacancies. a. Owner or Designee is responsible for all planning and coordination of showing units to applicants.
4. Fair Housing	a. Follow all Fair Housing Laws as established by municipal, state, and federal governments.
LEASES / TENANCY	
1. Leases	a. Only execute leases with tenants after their application has been certified in writing by CGP&H. b. After tenant is certified, Provide CGP&H with an executed copy of the lease within 14 days of lease execution.
2. Annual Certification of Rental Compliance and Lease Renewals	a. Execute completed Annual Certification of Rental Compliance form within 30 days after receipt from CGP&H.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

a. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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.

b. 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 or sex.

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

d. The contractor or subcontractor, where applicable, agrees to comply with the 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 American with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

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

g. 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.

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

i. 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:

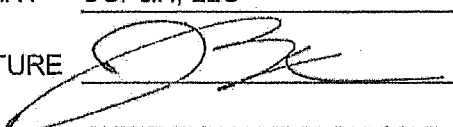
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE 

TITLE CHIEF EXECUTIVE OFFICER

DATE 10/29/2025

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CGP&H, LLC located at 1249 South River Road, Suite 301, Cranbury, NJ 08512 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2026 to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Randall Gottesman	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CGP&H, LLC
Signature of Affiant: _____ Title: Chief Executive Officer
Printed Name of Affiant: John Burton Date: 12/5/2025

Subscribed and sworn before me this 5th day of December, 2025
My Commission expires:

STEPHANIE C. RUBIN
Commission # 50098692
Notary Public, State of New Jersey
My Commission Expires
February 12, 2029

Stephanie C. Rubin
(Affiant)
Stephanie Rubin, Contracts & Proposals Administrator
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Gail Lanza, AAI
Allen & Stults Co, Inc. 106 N. Main St, P.O. Box 110 Hightstown NJ 08520	PHONE (A/C, No, Ext): (609)448-0110 FAX (A/C, No): (609)448-8063 E-MAIL ADDRESS: glanza@allenstults.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Co	20443
INSURER B: National Fire Ins Co of Hartford	20478
INSURER C: Hartford Underwriters Ins Co	30104
INSURER D: Canopy Specialty Insurance	
INSURER E:	
INSURER F:	

INSURED
CGP&H, LLC, DBA: Community Grants, Planning & Housing, LL
1249 South River Road
Suite 301
Cranbury NJ 08512

COVERAGES CERTIFICATE NUMBER: CL2512407990 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Rel Practices Liab	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			[redacted]	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist property damag	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	12/18/2025	12/18/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			[redacted]	4/27/2025	4/27/2026	CLAIM AGGREGATE	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder shall be named additional insured with respects to general liability as per form SB146932G (10/2019).

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Gail Lanza, AAI/GAL Gail A. Lanza

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Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1363338 FOR CGP&H, LLC IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CGP&H, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1249 South River Road, Suite 301

Requester's name and address (optional)

6 City, state, and ZIP code

Cranbury, NJ 08512

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[redacted]

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person [signature] | Date 10/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND
CPG&H LLC (COMMUNITY GRANTS, PLANNING & HOUSING)
2026 TOWNSHIP ADMINISTRATIVE AGENT FOR NORFOLK VILLAGE

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512, (the "Township Administrative Agent for Norfolk Village").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, CGP&H LLC has been appointed Township Administrative Agent for Norfolk Village of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. CGP&H LLC, shall perform services required by its appointment as Township Administrative Agent for Norfolk Village to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Administrative Agent for Norfolk Village agrees to accept compensation the sum as set forth in the attached Exhibit "D." The total contract amount shall not exceed $5,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $5,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Administrative Agent for Norfolk Village to notify the Township prior to commencing work that will exceed $5,000.00.

3. Payment shall be made by the Township upon the submission by Township Administrative Agent for Norfolk Village of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services.

4. The services contemplated by this Agreement shall be performed under the supervision and

direction of John Burton, CGP&H and professionals within with firm. Township Administrative Agent for Norfolk Village is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Administrative Agent for Norfolk Village shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Administrative Agent for Norfolk Village, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Administrative Agent service for Norfolk Village is regulated by law and because Township Administrative Agent for Norfolk Village represents that the firm's employees are authorized to practice professional Administrative Agent services.

7. This Agreement has been awarded to Township Administrative Agent for Norfolk Village based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Administrative Agent for Norfolk Village does hereby attest that Township Administrative Agent for Norfolk Village , its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Administrative Agent for Norfolk Village is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Administrative Agent for Norfolk Village receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Administrative Agent for Norfolk Village responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Administrative Agent for Norfolk Village shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Administrative Agent for Norfolk Village has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Administrative Agent for Norfolk Village shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Administrative Agent for Norfolk Village agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
John Burton, CGP&H LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #056-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Township Affordable Housing Administrative Agent Services for Scattered Units as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed Community Grants, Planning, and Housing ("CGP&H") of Cranbury, NJ as Township Affordable Housing Administrative Agent for Scattered Units for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of CGP&H and is desirous of awarding a professional services contract to CGP&H as 2026 Township Affordable Housing Administrative Agent for Scattered Units for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this vendor's contract will exceed $17,500.00; and

WHEREAS, CGP&H has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Account #-24-287 - 56-000-011 (Affordable Housing Reserve);

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Mahwah consents to the mayor's appointment of CGP&H as 2026 Township Affordable Housing Administrative Agent for Scattered Units; and

BE IT FURTHER RESOLVED, that a contract in an amount not to exceed $ 5,000.00 and consistent with the rates of their proposal dated October 29, 2025 be and is hereby awarded to CGP&H as Township Affordable Housing Administrative Agent for Scattered Units for the period of January 1, 2026 through December 31, 2026; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Township Affordable Housing Administrative Agent for Scattered Units is regulated by law and because it has been determined that the personnel of CGP&H are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount of $ 5,000.00 shall not be exceeded without further authorization of the Governing Body and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that this Contract, Business Entity Disclosure Certification, and Determination of Value shall be placed on file and made available for inspection with this Resolution by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; and CGP&H, 1249 South River Road, Suite 301, Cranbury, NJ 08512.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Township of Mahwah (hereinafter referred to as "Township"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Township and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Township Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2026, terminating at the close of business on 31st day of December, 2026. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.

2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.

3. The "contract" shall consist of the following:
   a. This Agreement and all Schedules annexed thereto.
   b. Resolution of appointment made by the Mayor and Township Council.
   c. All other terms required by law to be inserted in this contract, whether actually inserted or not.
   d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.

4. CGP&H hereby represents to the Township that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.

5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Township of Mahwah during the period set forth herein above.

6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Township of Mahwah as evidenced by a duly adopted Resolution.

7. CGP&H represents that they currently have professional liability insurance in a minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, and that they shall supply a certificate to the Township showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Township of Mahwah harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.

8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Township of Mahwah Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BY: _____

NAME: _____

TOWNSHIP OF MAHWAH

BY: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS:

Stephanie Rubin

NAME: Stephanie Rubin

CGP&H, LLC

NAME: John Burton, MPA

TITLE: Chief Executive Officer

DATE: 10/29/2025

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

CGP&H will provide Owner with Administrative Agent services for up to 7 affordable Housing Units in Mahwah, New Jersey. The primary mission of the Administrative Agent is to ensure that restricted Housing Units are rented to eligible low and moderate-income households and that the restrictions are enforced throughout their term of affordability. CGP&H will assume all the duties of the Administrative Agent as defined by the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26).

TERM	FEE DESCRIPTION	COST
1. Income Certification	$800 for each applicant that is income certified.* *No fee for applicants found ineligible.*	$800 each
2. Administrative Services	$8.00 per month ($96 per year) per deed restricted Housing Unit, payable quarterly.	*($96 x 7 units)* $672 annually
3. Reimbursement of Expenses	Reimbursement of expenses up to $400 per year.	up to $400
TOTAL EXPECTED ANNUAL COST		**$10,000**
4. Additional Certification Fees	$125 per income certification for units subject to assisted living placements, local preference, or veterans preference.	*T.B.D.*
5. Professional Planning Hourly Services	Hourly at $165 per hour to provide additional professional planning services.	*T.B.D.*
6. Additional Contingency Fee	$1,000 fee to provide mass email to municipal or developer interest list. *Owner's Property Manager may perform this activity to avoid this fee.*	*T.B.D.*

**Though it is expected that only one income certification will be required per unit, if a certified applicant does not sign a lease or take occupancy of a unit, an additional income certification will be required to approve the next applicant, which will require an additional fee for income certification.*

1. Income Certification: CGP&H will contact the next applicants on the waiting list, and pre-screen their preliminary eligibility. Applicants may then be referred to the Owner and/or Owner's designee. Owner then reaches out to next applicant on list, takes development application, runs credit score and determines if meets development's criteria (see Schedule B for Owner's responsibilities). CGP&H eligibility determinations do not include credit checks. Once Owner approves of applicant, Owner notifies CGP&H to complete a detailed income eligibility review to determine their income certification status. There is no charge to the Owner to pre-screen applicants or for application reviews where CGP&H determines an applicant is ineligible.

2. Administrative Services: These services include the following essential day to day activities that are not generally related to a specific vacancy or eligibility certification:

- Handling general inquiries from pre-applicants, applicants, tenants, owners, property manager, and municipal officials.
- Managing the Housing Units utilizing HomeKeeper, a salesforce database to manage affordable housing programs.
- Maintaining online applicant portal, processing updates from applicants, and regularly purging wait lists of applicants no longer interested.
- Providing required annual monitoring reporting to municipality.
- Obtaining certification of rental compliance form annually from Owner and advising on annual rental percentage increases.

3. Reimbursement of Expenses: This fee covers printing, postage and other mailing costs related to the services described above.

4. Additional Certification Fees: Projects with assisted living placements, local preference requirements, or veterans preference requirements all require additional work and will be charged an additional fee.

5. Professional Planning Services: CGP&H can perform any of the following services for an additional hourly fee:

- Review, draft, and/or approve changes to the standard form of deed restriction, amend a recorded deed restriction, and/or submit multiple deed restrictions.
- Seek approval for deviations in bedroom and/or income distribution requirements as laid out in the Uniform Housing Affordability Controls.
- Change the utilities to be included/excluded in rent that then require revisions to each Housing Unit's base rent.
- Draft an affordable housing plan.

- Advise on obtaining court approval on behalf of Owner when they are prevented from using the most recent income limits.
- Responding to legal proceedings or state investigative proceedings.
- Review and approve the sale of the development as required by the deed restriction.
- Inform municipality if landlord certification form is not returned within the timeframe required in the Owner Responsibilities in Schedule B.
- Correct any out-of-compliance activities, including but not limited to Owner placing an applicant in the wrong Housing Unit, charging the wrong rent, or other matters.
- Provide expert advisory services for any other affordable housing matters.

6. Additional Contingency Fee: Owners or the municipality sometimes have their own applicant interest lists prior to CGP&H's engagement. In those cases, a flat fee shall be charged for CGP&H to prepare and send a mass email to applicants about how to apply to get in the lottery and on the official wait list. Prior to initiating this service, CGP&H will contact the Development's property manager, giving them the option of contacting everyone on the municipal and/or Owner list to avoid incurring this fee.

SCHEDULE B: RESPONSIBILITY OF OWNER AND/OR DESIGNEE

The responsibilities of the Owner and/or their Designee are outlined below. CGP&H will require the leasing agent to acknowledge and agree to these responsibilities prior to CGP&H contacting applicants for vacancies. **If Owner and/or their Designee does not comply with these responsibilities, CGP&H will not be able to effectively perform administrative agent services, which will result in Owner notification, and if unresolved, may result in the discontinuation of services and notification to the municipality in accordance with the terms of this Agreement.**

ADVERTISING	
1. Placing Advertisements ***(for initial lease-up)***	a. Owner and/or Designee will be responsible for placing all required advertisements approved by CGP&H, and the costs of all paid advertising. b. The Owner may choose to conduct additional marketing if there is a shortage of applicants of the waiting list.
SCREENING APPLICANTS REFERRED BY CGP&H	
1. Waiting List Order	a. Owner and/or Designee must screen applicants in the order provided by CGP&H.
2. Credit	a. Request CGP&H to provide list of potential applicants only when Owner or Designee is prepared to promptly contact applicants. b. Contact applicants within 2 weeks of referral by CGP&H. c. Notify applicants when they do not pass Owner's credit and screening requirements. d. Answer all questions from applicants regarding their failure to meet Owner's and/or Designee's application criteria or credit approval.
3. Showing Apartments & Answering Questions	a. Owner or Designee is responsible for answering all questions from applicants about the vacancies. a. Owner or Designee is responsible for all planning and coordination of showing units to applicants.
4. Fair Housing	a. Follow all Fair Housing Laws as established by municipal, state, and federal governments.
LEASES / TENANCY	
1. Leases	a. Only execute leases with tenants after their application has been certified in writing by CGP&H. b. After tenant is certified, Provide CGP&H with an executed copy of the lease within 14 days of lease execution.
2. Annual Certification of Rental Compliance and Lease Renewals	a. Execute completed Annual Certification of Rental Compliance form within 30 days after receipt from CGP&H.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

a. 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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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.

b. 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 or sex.

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

d. The contractor or subcontractor, where applicable, agrees to comply with the 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 American with Disabilities Act.

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C 17:-5.2. or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C.17:27-5.2.

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

g. 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.

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

i. 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:

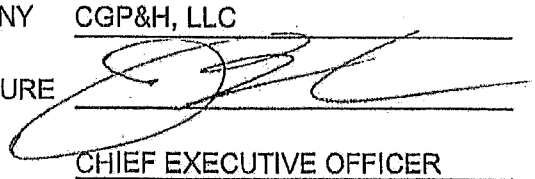
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE 

TITLE CHIEF EXECUTIVE OFFICER

DATE 10/29/2025

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CGP&H, LLC located at 1249 South River Road, Suite 301, Cranbury, NJ 08512 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Company ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Randall Gottesman	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CGP&H, LLC
Signature of Affiant: [signature] Title: Chief Executive Officer
Printed Name of Affiant: John Burton Date: 12/5/2025

Subscribed and sworn before me this 5th day of December, 2025
My Commission expires:

STEPHANIE C. RUBIN
Commission # 50098692
Notary Public, State of New Jersey
My Commission Expires
February 12, 2029

Stephanie C. Rubin
(Affiant)
Stephanie Rubin, Contracts & Proposals Administrator
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen & Stults Co, Inc. 106 N. Main St, P.O. Box, 110 Hightstown NJ 08520	CONTACT NAME: Gail Lanza, AAI PHONE (A/C, No, Ext): (609)448-0110 FAX (A/C, No): (609)448-8063 E-MAIL ADDRESS: glanza@allenstults.com
INSURED CGP&H, LLC, DBA: Community Grants, Planning & Housing, LL 1249 South River Road Suite 301 Cranbury NJ 08512	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Co — 20443 INSURER B: National Fire Ins Co of Hartford — 20478 INSURER C: Hartford Underwriters Ins Co — 30104 INSURER D: Canopy Specialty Insurance INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2512407990 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Rel Practices Liab	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			[redacted]	12/20/2025	12/20/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist property damag	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			[redacted]	12/20/2025	12/20/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			[redacted]	12/18/2025	12/18/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	PROFESSIONAL LIABILITY			[redacted]	4/27/2025	4/27/2026	CLAIM AGGREGATE	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder shall be named additional insured with respects to general liability as per form SB146932G (10/2019).

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gail Lanza, AAI/GAL Gail A. Lanza

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1363338 FOR CGP&H, LLC IS VALID.

Return

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CGP&H, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) n/a

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) n/a

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1249 South River Road, Suite 301

Requester's name and address (optional)

6 City, state, and ZIP code

Cranbury, NJ 08512

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 10/29/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND
CPG&H LLC (COMMUNITY GRANTS, PLANNING & HOUSING)
2026 TOWNSHIP ADMINISTRATIVE AGENT FOR SCATTERED SITE RENTAL

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512, (the "Township Administrative Agent for Scattered Site Rental").

W I T N E S S E T H:

WHEREAS, in accordance with N.J.S.A. 2B:25-4, CGP&H LLC has been appointed Township Administrative Agent for Scattered Site Rental of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. CGP&H LLC, shall perform services required by its appointment as Township Administrative Agent for Scattered Site Rental to the Township of Mahwah as an independent contractor.

2. The Township agrees to pay and the Township Administrative Agent for Scattered Site Rental agrees to accept compensation the sum as set forth in the attached Exhibit "D." The total contract amount shall not exceed $5,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $5,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Administrative Agent for Scattered Site Rental to notify the Township prior to commencing work that will exceed $5,000.00.

3. Payment shall be made by the Township upon the submission by Township Administrative Agent for Scattered Site Rental of duly authorized monthly vouchers to, and certified by, the Township Administrator. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services.

4. The services contemplated by this Agreement shall be performed under the supervision and

direction of John Burton, CGP&H and professionals within with firm. Township Administrative Agent for Scattered Site Rental is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Administrative Agent for Scattered Site Rental shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Administrative Agent for Scattered Site Rental, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of Administrative Agent service for Scattered Site Rental is regulated by law and because Township Administrative Agent for Scattered Site Rental represents that the firm's employees are authorized to practice professional Administrative Agent services.

7. This Agreement has been awarded to Township Administrative Agent for Scattered Site Rental based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Administrative Agent for Scattered Site Rental does hereby attest that Township Administrative Agent for Scattered Site Rental , its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Administrative Agent for Scattered Site Rental is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if Township Administrative Agent for Scattered Site Rental receives contracts in excess of $50,000 from public entities in a calendar year. It is Township Administrative Agent for Scattered Site Rental responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Administrative Agent for Scattered Site Rental shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Administrative Agent for Scattered Site Rental has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Administrative Agent for Scattered Site Rental shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Administrative Agent for Scattered Site Rental agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Township Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
John Burton, CGP&H LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #057-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

BE IT RESOLVED that two of the following named individuals are authorized and designated to sign all Township Checks:

Mayor: James Wysocki

Business Administrator: Benjamin Kezmarsky

Chief Financial Officer: Corinne Hockman

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #058-26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah is a member of the Bergen County Municipal Joint Insurance Fund (the "Bergen JIF") for Property & Casualty Coverages, including, but not limited to Property, General Liability, Automobile, Public Officials Liability, Police Professional Liability, Employment Practices Liability, Excess Liability, Environmental, and Workers' Compensation; and

WHEREAS, in accordance with the by-laws and requirements of membership promulgated by the Bergen JIF, the Township shall appoint a Fund Commissioner to represent the Township in all pertinent Fund affairs;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that David May is hereby appointed as Fund Commissioner for Fund Year 2024 and/or until a successor shall have been qualified and appointed; and

BE IT FURTHER RESOLVED that the Township Clerk keep a copy of this Resolution on file and available for inspection in the Office of the Township Clerk and shall forward a copy of this Resolution to the Business Administrator and CMFO and a certified copy of this Resolution to the Fund through the Township's Risk Management Consultant, PIA McCarthy Forde, 429 Hackensack Street, P.O. Box 818, Carlstadt, NJ 07072.

CERTIFICATION

I hereby certify that this resolution consisting of one page was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #059-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

RESOLUTION ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF NOTICES OF TORT CLAIMS AGAINST THE TOWNSHIP OF MAHWAH IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:8-6.

WHEREAS, the New Jersey Tort Claims Act N.J.S.A. 59:8-6 provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the Township of Mahwah is a public entity covered by the provisions of the New Jersey Tort Claims Act; and

WHEREAS, the Township Council of Mahwah deems it advisable, necessary, and in the public interests to adopt a Notice of Tort Claim form in the form set forth in paragraphs 1 and 2 herein.

1. **NOW, THEREFORE, BE IT RESOLVED,** by the governing body of the Township of Mahwah, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Township of Mahwah; and

2. **BE IT FURTHER RESOLVED,** that all persons making claims against the Township of Mahwah, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1 et seq., be required to complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

BE IT FURTHER RESOLVED, that this Resolution and attached Notice shall be placed on file and made available for inspection by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Mayor, Business Administrator; CMFO; QPA; and Marianne Poland.

I hereby certify that this resolution consisting of one page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND

CLAIMANT INFORMATION

Name: _____ Telephone: _____

Address: _____ Date of Birth: _____

_____

_____ Email: _____

ATTORNEY INFORMATION (If Applicable)

Name: _____ Telephone: _____

Address: _____ Fax: _____

_____

_____ File No.: _____

Email: _____

Send Notices to: ☐ Claimant ☐ Attorney

GENERAL INSTRUCTIONS: Pursuant to the provisions of the New Jersey Tort Claims Act, this Notice of Tort Claim form has been adopted as the official form for the filing of claims against the _Township of Mahwah_.

The questions are to be answered to the extent of all information available to the Claimant or to his or her attorneys, agents, servants, and employees, under oath. The fully completed Claim Form and the documents requested shall be returned to the:

Township of Mahwah
475 Corporate Drive
Mahwah, NJ 07430

NOTE CAREFULLY: Your claim will not be considered filed as required under the New Jersey Tort Claims Act until this completed form has been filed with the municipality. Failure to provide the information requested, including such responses as "to Be Provided" or "Under Investigation" will result in the claim being treated as not being properly filed.

Timely Notices of Claim must be filed within 90 days after the incident giving rise to the claim.

This form is designed as a general form for use with respect to all claims. Some of the questions may not be applicable to your particular claim. For example, if your claim does not arise out of an automobile accident, questions regarding road conditions might not be applicable. In that event, please indicate "Not Applicable."

It you are unable to answer any questions because of a lack of information available to you, specify the reason the information is not available to you. If a question asks that you identify a document, it will be sufficient to furnish true and legible copies. Where a question asks that you "identify all persons," provide the name, address and telephone number of the person.

If you need more space to provide a full answer, attach supplementary pages, identifying the continuation of the answer with the number of the applicable question.

DEFINITIONS:

"Claimant" shall refer to the person or persons on whose behalf the Notice of Claim has been filed with the Township.

"Documents" shall refer to any written, photographic, or electronic representation, and any copy thereof, including, but not limited to, computer tapes and/or disks, videotapes and other material relating to the subject matter of the claim.

"Person" shall include in its meaning a partnership, joint venture, corporation, association, trust or any other kind of entity, as well as a natural person.

"Public Entity" shall refer to the along with any agent, official, or employee of the against whom a claim is asserted by the Claimant.

NOTE: That the questions are divided into sections relating to the claimant, the claim, property damage, personal injury and the basis for the claim against the public entity or public employee.

If the claim involves only property damage, the portion on personal injuries need not be answered. If the claim involves no property damage, then the portion on property damage need not be answered.

INFORMATION ON THE CLAIMANT

1. Provide the following information with respect to the Claimant:

   - ☐ Any other name by which the claimant is known.

   - ☐ Address at the time of the incident giving rise to the claim.

   - ☐ Marital Status (at the time of the incident and current).

   - ☐ Identify each person residing with the claimant and the relationship, if any, of the person to the Claimant.

2. Provide all addresses of the Claimant for the last 10 years, the dates of the residence, the persons residing at the addresses at the same time as the Claimant resided at the address and the relation, of any of the persons to the Claimant.

INFORMATION ON ALL CLAIMS

3. Provide the exact date, time and place of the incident forming the basis of the claim and the weather conditions prevailing at the time.

4. Provide the Claimant's complete version of the events the form the basis of the claim.

5. List any and all individuals who were witnesses to or who have knowledge of the facts of the incident which gives rise to the claim. Provide the full name and address of each individual.

6. Identify all public entities or public employees (by name and position) alleged to have caused the injury or property damage and specify as to each public entity or employee the exact nature of the act or omission alleged to have caused the injury or property damage.

7. If you claim that the injury or property damage was caused by a dangerous condition of property under the control of the public entity, specify the nature of the alleged dangerous condition, and the manner in which you claim the condition caused the injury.

8. If you allege a dangerous condition of public property, state the specific basis on which you claim that the public entity was responsible for the condition and the specific basis and date on which you claim that the public entity was given notice of the alleged dangerous condition. **Statements such as "should have known" and "common knowledge" are insufficient.**

9. If you or any other party or witness consume any alcoholic beverages, drugs or medications within twelve hours before the incident forming the basis of the Claim, identify the person consuming the same and for each person (a) what was consumed, (b) the quantity thereof, (c) where consumed, (d) the names and addresses of all persons present.

10. If you have received any money or thing of value for your injuries or damages from any person, firm or corporation, state the amounts received, the dates, names and addresses of the payers. Specifically list any policies of insurance, including policy number and claim number, from which benefits have been paid to you or to any person of your behalf, including doctors, hospitals or any person repairing damage to property.

11. If any photographs, sketches, charts, or maps were made with respect to anything which is the subject matter of the Claim, state the date thereof, the names and addresses of the persons making the maps and of the persons who have present possession thereof. Attach copies of any photographs, sketched, charts or maps.

12. If you or any of the parties to this action or any of the witnesses made any statements or admissions, set forth what was said; by whom said; the date and place where said; and in whose presence, giving names and addresses of any persons having knowledge thereof.

13. State the total amount of your claim and the basis on which you calculated the amount claimed.

14. Provide copies of all documents, memoranda, correspondence, reports (including police reports), etc. Which discuss, mention or pertain to the subject matter of this claim.

15. Provide the names and addresses of all persons or entities against whom claims have been made for injuries or damages arising out of the incident forming the basis of this claim and give the basis for the claim against each.

PROPERTY DAMAGE CLAIM

16. If your claim is for property damage, attach a description of the property and an estimate of the cost of repair. If your claim does not involve any claim for property damage, enter "None."

Note: If your claim is for property damage only, initial here and proceed directly to the certification section on the next to last page of this form.

☐ Initials:_____

PERSONAL INJURY CLAIMS

17. Was any complaint made to the public entity or to any official or employee of the public entity. State the time and place of the complaint and the person or persons to whom the complaint was made.

18. Describe in detail the nature, extent and duration of any and all injuries.

19. Describe in detail any injury or condition claimed to be permanent.

20. If confined to any hospital, state name and address of each and the dates of admissions and discharge. Include all hospital admissions prior to and subsequent to the alleged injury and give the reason for each admission.

21. If x-rays were taken, state (a) the address of the place where each was taken, (b) the name and address of the person who took them, (c) the date when each was taken, (d)what each disclosed, (e)where and in whose possession they now are. Include all x-rays, whether prior to or subsequent to the alleged injury forming the basis of the claim.

22. If treated by doctors, including psychiatrist or psychologist, state (a) the name and present address of each doctor, (b) the dates and places where treatments were treatments are continuing, the schedule of continuing treatments. Provide true copies of all written reports rendered to you or about you by any doctor whom you propose to have testify on your behalf.

23. If you have any physical impairment which you allege is caused by the injury forming the basis of your claim and which is affecting your ordinary movement, hearing or sight, state in detail, the nature and extent of the impairment and what corrective appliances, support or device you use to overcome or alleviate the impairment.

24. If you claim that a previous injury has been aggravated or exacerbated, describe the injury and give the name and present address of each doctor who treated you for the condition, the period during which treatment was received and the cause of the previous injury. Specifically list any impairment, including use of eyeglasses, hearing aid or similar device, which existed at the time of the injury forming the basis of the claim.

25. If any treatments, operations, or other form of surgery in the future has been recommended to alleviate any injury or condition resulting from the incident which forms the basis of the claim, state in detail (a) the nature and extent of the treatment, operation, or surgery, (b) the purpose thereof and the results anticipated or expected, (c) the name and address of the doctor who recommended the treatments operations or surgery, (d) the name and address of doctor who will administer or perform the same, (e) the estimated medical expenses to be incurred, (f) the estimated length of time of treatments, operation or surgery, period of hospitalization and period of convalescence, (g) all other losses or expenditure anticipated as a result of the treatment, operations or surgery, (h) further if it is your intention to undergo the treatments, operation or surgery, please give an approximate date.

26. Itemize any and all expense incurred for hospital, doctors, nurses, x-rays, medicines, care and appliances and indicate which expenses were paid by any insurance coverage.

27. If employed at the time of the alleged injury forming the basis of the claim state (a) the name and address of the employer, (b) position held and the nature of the work performed, (c) average weekly wages for the year prior to the injury, (d) period of time lost form employment, giving dated, (e)amount of wages lost, if any. List any sources of income continuation or replacement, including, but not limited to, workers' compensation, disability income, social security and income continuation insurance.

28. If other loss of income, profit or earnings is claimed, state (a) total amount of loss, (b) give a complete detailed computation of the loss, (c) the nature and dates of the loss.

29. If you are claiming lost wages state (a) the date that the employment began, (b) the name and address of the employer, (c) the position held and the nature of the work performed, (d) the average weekly wages. Attach copies of pay stubs or other complete payroll record for all wages received during the year.

DOCUMENT REQUEST: Provide all documents identified in your answers to the above questions.

CERTIFICATION: I hereby certify that the information provided is the truth and is the full and complete response to the questions, to the best of my knowledge.

Signature of Claimant: _____

[Date]

Authorization for Release of Employment Records

Date: _____

To: _____
_____

Re: _____ _____
Employee's Name Social Security Number

_____ _____
Claim Number
_____
Address

You are hereby authorized and requested to disclose, make available and furnish to:

_____
_____

Approximate date of lost time:

_____
_____

A photocopy of this release form, bearing a photocopy of my signature shall constitute you authorization for the release of the information in accordance with the request made to you.

Signature: _____ Date: _____

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

PATIENT NAME: DATE OF BIRTH:

ADDRESS: SOCIAL SECURITY NO.:

1. I do hereby consent and authorize the use and/or disclosure of my health information as described below.

2. The following individual or organization is authorized to make the disclosure.

	Specific date(s) of treatment and/or admission:
	All dates of examination and treatment

3. The type and amount of information to be used or disclosed is as follows:

MY ENTIRE MEDICAL CHART FOR ALL DATES OF SERVICE INCLUDING:

XX Problem List
XX Medication List
XX List of Allergies
XX Immunization Record
XX Most recent history & physical
XX Most recent discharge summary
XX Laboratory Results
XX Consultation Reports
XX X-Ray and Imaging Reports
XX Personal contact with the provider of service
XX Other: Bills

I understand that the information in my health record may include information related to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral, psychiatric or mental health services and treatment for alcohol and drug abuse or genetic information. I authorize the release of this information.

This information may be disclosed to and used by the following individual or organization or any of the attorneys or authorized representative thereof for the purpose of legal representation, or to provide copies of my records to opposing parties in litigation, which I have commenced.

_____

_____

_____

I understand I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to my insurance company when the law provides my insurer the right to contest a claim under my policy. If I fail to specify an expiration date, event or condition, this authorization will expire at the conclusion of the litigation between

_____

I understand the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign this form in order to assure treatment. I understand that I may inspect or copy the information to be used or disclosed, as provided in CFR 164.524. I understand any disclosure of information carries with it the potential for an unauthorized re-disclosure and the information may not be protected by federal confidentiality rules. If I have questions about disclosures of my health information, I can contact the HIM director or privacy officer for information.

I understand that this consent shall operate as a complete release of liability to the hospital, medical provider, and to their employees for the release of the information specified above. I have read and understand the terms of this Authorization and I have had an opportunity to ask questions about the use and disclosure of my health information. I hereby, knowingly and voluntarily, authorize the provider of medical services to disclose my health information in the matter described above.

_____ _____

Signature of Patient/Legal Representative Date

********** NOTICE OF RECIPIENT OF INFORMATION **********

Each disclosure made with the patient's consent may be accompanied by the written statement reproduced below. This information has been disclosed to you from records protected by Federal confidentiality rules 42 C.F.R. Part 2. The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent from the person to whom it pertains or as otherwise permitted by 42 C.F.R. Part 2. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal Rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

Resolution #060-26
Date: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MAHWAH TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Hunterdon County Educational Services Commission, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

WHEREAS, on January 5, 2026, the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Mahwah.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Business Administrator is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

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

EFFECTIVE

This resolution shall take effect immediately upon passage, for the period January 1, 2026 through December 31, 2026.

BE IT FURTHER RESOLVED that the Municipal Clerk shall forward a copy of this resolution to the Business Administrator, QPA, Chief Financial Officer, Accounts Payable, DPW Director, Water & Sewer Dept. Superintendent, Fire Chief, and Police Chief.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #061 -26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Legal Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et seq (the "Pay-to-Play Law"); and

WHEREAS, the Mayor has appointed James M. Turteltaub, Esq. of The Turteltaub Law Firm, LLC as Township Redevelopment Attorney for the year 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of James M. Turteltaub, Esq. of The Turteltaub Law Firm, LLC and is desirous of awarding a professional services contract to James M. Turteltaub, Esq. as Township Redevelopment Attorney for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the QPA has determined and certified that the value of this contract may exceed $17,500.00; and

WHEREAS, James M. Turteltaub, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that The Turteltaub Law Firm, LLC has not made any reportable contributions to a political or candidate committee in the Township of Mahwah in the previous one year, and that it is prohibited from making any reportable contributions through the term of the contract; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in Accounts 01-201-20 -155-286 (Special Counsel);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of James M. Turteltaub of Turteltaub Law Firm, as Township Redevelopment Attorney; and

BE IT FURTHER RESOLVED, that a contract be and is hereby awarded to James M. Turteltaub of The Turteltaub Law Firm for legal services as Township Redevelopment Attorney for the period of January 1, 2026 through December 31, 2026 in an amount not to exceed $35,000.00, to be billed hourly for services and at rates specified in the proposal dated November 20, 2025, plus disbursements; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(i) because the practice of Professional Legal Services is regulated by law and because it has been determined that the personnel of The Turteltaub Law Firm, LLC are authorized by law to practice said profession; and

BE IT FURTHER RESOLVED, that the contract amount shall not exceed $35,000.00 without further authorization of the Governing Body and the Chief Financial Officer has certified that funds are available; and

BE IT FURTHER RESOLVED, that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in a form to be approved by the Township Attorney; and

BE IT FURTHER RESOLVED, that a notice of this action be printed in the official newspaper of the Township of Mahwah; and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and Determination of Value shall be placed on file and made available for inspection with this Resolution and Contract by the Township Clerk in the office of the Township Clerk and who shall forward a copy of this Resolution to the Business Administrator; CMFO; QPA; Assistant to the Business Administrator, and The Turteltaub Law Firm, LLC, 98 Main Street, 2nd Floor, PO Box 458 Madison, NJ 07940.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

THE TURTELTAUB LAW FIRM LLC
98 MAIN STREET 2ND FLOOR
MADISON, NJ 07940

JAMES M. TURTELTAUB, ESQ.
+1 (201) 704-1442
James.Turteltaub@turteltaublaw.com

RETAINER AGREEMENT

November 20, 2025

The Honorable Mayor and Council
Township of Mahwah
Mahwah Municipal Building
475 Corporate Drive,
Mahwah, NJ 07430

Re: Township of Mahwah – For Legal Services in 2026
Special Counsel – Redevelopment/Proposed Acquisition/ Condemnation
Block 82, Lots 3-30 on the Township of Mahwah Tax Map,
County of Bergen, New Jersey Tax Map

Dear Honorable Mayor and Council:

Thank you for having the Township of Mahwah (the "**Client**" or "**Township**") considering the continued retention of The Turteltaub Law Firm LLC (the "**Firm**") in 2026 to provide the Township with legal counsel in connection with its redevelopment efforts. The services to be provided by the Firm will include, but will not be limited to, providing legal counsel in all aspects of the redevelopment process including under N.J.S.A. 40A:12A-1 et seq., to assist the Township with the acquisition of properties and legal interests within areas designated to be in need of redevelopment, and to provide such other assistance as may be requested by the Client.

Retainer Agreement Terms and Conditions

1. Responsibilities

The Firm will provide legal counsel to, and assist, the Client in accordance with the terms of this Retainer Agreement. The Firm will keep the Client reasonably informed of progress and developments in this matter and shall respond to the Client's inquiries.

To enable the Firm to effectively render these services, the Client agrees to cooperate with the Firm and shall fully and accurately disclose to the Firm all facts that may be relevant to the Client's matter or as may otherwise be requested. The Client shall also keep the Firm apprised of all developments relating to the matter and promptly forward copies of all notices, pleadings or communications it may receive in connection with this matter. Representatives of the Client shall also make its representatives reasonably available to attend meetings, conferences, hearings, and other proceeding as may be necessary.

2. Fees, Disbursements, and Other Charges

The Firm will charge the Client for the services provided under this agreement at the following rates:

James M. Turteltaub, Esq.	$350.00 per hour
Linda A. Turteltaub, Esq.	$160.00 per hour
Associates	$160.00 per hour
Paralegal	$125.00 per hour

These rates may be adjusted on occasion, and we will notify the Client in advance of any changes. All services will be billed monthly in 0.1 hour increments, and copies of printouts showing the time charges shall accompany each invoice. In addition to legal fees, the Firm's invoices will include disbursement charges for such items as the cost of real estate appraisers, planners, environmental consultants, traffic engineers, civil engineers and other experts and outside professionals. The retention of these experts will be authorized by the Client prior to incurring such expense. In addition, the Client shall be responsible for all other out-of-pocket expenses including, but not limited to, recording fees, title searches, governmental permits, licensing and applications fees, transcripts, document services such as photocopies, deliveries, postage, exhibit preparation, couriers, mileage, Westlaw research charges, etc.

Invoices indicating the time spent on this matter and itemized disbursements will be provided to the Client monthly. All charges shall be due and payable upon the Client's receipt of the Firm's invoices.

3. Invoices and Payments

Invoices for time spent and itemized disbursements for the previous month will be provided to the Client each month and are payable upon receipt unless otherwise paid from the retainer. The Client shall pay any balance due within 30 days of its receipt of the invoice. The balance of any invoice that remains unpaid after 30 days, the Firm shall have the right to assess interest at a rate of 1.00% per month on the unpaid balance.

4. Fee Dispute

Should a dispute arise concerning the invoices rendered by the Firm, the Client will have the right, pursuant to Rule 1:20A-6, to request fee arbitration. If the Client elects to pursue fee arbitration, it should request appropriate forms from the current Secretary of the District X, Morris County, Fee Arbitration Committee, whose name, address, and telephone number are:

Patricia Cistaro, Secretary
Cistaro Law L.L.C.
5 Cold Hill Road South
Suite 15 P.O. Box 294
Mendham, New Jersey 07945
Phone: 973-813-8100

5. Conclusion

If the foregoing meets with the Client's approval, please have the appropriate authorized person sign this letter where indicated below and return it to the Firm. We at The Turteltaub Law Firm LLC look forward to representing the Township in this matter.

Very truly yours,

THE TURTELTAUB LAW FIRM LLC

/s/ James M. Turteltaub
JAMES M. TURTELTAUB, ESQ.

JMT:lt

cc: Fred Semrau, Esq.

Retainer Agreement between The Turteltaub Law Firm LLC and Township of Mahwah

I have read the above agreement and am duly authorized to retain The Turteltaub Law Firm LLC on behalf of Township of Mahwah to provide the above referenced legal services on the terms set forth herein.

Township of Mahwah

Signature: _____

Print Name: _____

Title: _____

Date: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

ORIGINAL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that The Turteltaub Law Firm LLC located at 98 Main Street, 2nd Floor, Madison, N.J. 07940 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding **January 1, 2026** to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☒ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
James M. Turteltaub	[redacted]
Linda A. Turteltaub	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Turteltaub Law Firm LLC
Signature of Affiant: [signature] Title: Partner/Member
Printed Name of Affiant: James M. Turteltaub Date: November 20, 2025

Subscribed and sworn before me this 20th day of Novmeber, 2025.
My Commission expires:

[signature]
(Affiant)
Linda A. Turteltaub, Attorney at Law
(Print name & title of affiant) (Corporate Seal)

Revised July 20, 2023 per P.L. 2023, c.60

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kristina Rose	
Consolidated National Insurers, Inc 925 Harvest Drive P.O. Box 1057 Blue Bell PA 19422-1956	PHONE (A/C, No, Ext): (215) 654-0777	FAX (A/C, No): (215) 654-0383
	E-MAIL ADDRESS: krose@cnlins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Fire & Casualty Ins. Co.	14377
INSURER B: QBE Insurance Corp.	796-39217
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
THE TURTELTAUB LAW FIRM, LLC
98 MAIN ST FL 2
MADISON NJ 07940-1813

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			[redacted]	04/09/2025	04/09/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			[redacted]	04/09/2025	04/09/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability	Y		[redacted]	04/09/2025	04/09/2026	Each claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Township of Mahwah is listed as additional on the professional liability for Vicarious Liability Only. Please the the attached endorsement

CERTIFICATE HOLDER

Township of Mahwah
475 Corporate Drive
Mahwah NJ 07430

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2540839 FOR THE TURTELTAUB LAW FIRM LLC IS VALID.

Return

PROFESSIONAL SERVICES CONTRACT
BETWEEN TOWNSHIP OF MAHWAH AND JAMES M. TURTELTAUB, ESQ. OF THE TURTELTAUB LAW FIRM LLC TOWNSHIP 2026 REDEVELOPMENT ATTORNEY

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and James M. Turteltaub, Esq. of The Turteltaub Law Firm LLC at 98 Main Street, 2nd Floor PO Box 458, Madison, NJ 07940 (the "Township Redevelopment Attorney").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Redevelopment Attorney for the Township of Mahwah; and

WHEREAS, James M. Turteltaub, Esq. of The Turteltaub Law Firm LLC has been appointed Township Redevelopment Attorney of the Township of Mahwah for the calendar year 2026; and

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. James M. Turteltaub, Esq. shall perform legal services required by his appointment as Township Redevelopment Attorney of the Township of Mahwah as an independent contractor, plus expenses, for a contract not to exceed $35,000.00.

2. The Township shall pay the Township Redevelopment Attorney billing submitted monthly in an amount not to exceed $35,000.00, billed hourly at rates specified in the proposal dated November 20, 2025, Exhibit D. The total contract amount shall not exceed $35,000.00 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $35,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Redevelopment Attorney to notify the Township prior to commencing work that will exceed $ 35,000.00.

3. Payment shall be made by the Township upon the submission by Township Redevelopment Attorney of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses

shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached itemized bill for those services, and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of James M. Turteltaub, Esq. and professionals within with firm. Township Redevelopment Attorney is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Redevelopment Attorney shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Redevelopment Attorney, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Redevelopment Attorney represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Redevelopment Attorney based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Redevelopment Attorney does hereby attest that Township Attorney, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Redevelopment Attorney is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Redevelopment Attorney receives contracts in excess of $50,000.00 from public

entities in a calendar year. It is Township Redevelopment Attorney's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Township Redevelopment Attorney shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Redevelopment Attorney has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Redevelopment Attorney shall retain records in accordance with N.J.A.C. 17:44-2.2.

14. Township Redevelopment Attorney agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
James M. Turteltaub, The Turteltaub Law Firm LLC

EXHIBIT "A"

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

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**.

_____ _____

(name) (date)

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Exhibit "D"

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #062-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

RESOLUTION OF THE TOWNSHIP OF MAHWAH AUTHORIZING THE TOWNSHIP TO PARTICIPATE IN THE NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

WHEREAS, N.J.S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Passaic Valley Sewerage Commission (PVSC), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services, entitled the North Jersey Wastewater Cooperative Pricing System; and

WHEREAS, The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey; and

WHEREAS, the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey desires the Township of Mahwah participate in the North Jersey Wastewater Cooperative Pricing System, and that such membership shall be effective January 1, 2026 through December 31, 2026 and renew annually thereafter, unless the Township of Mahwah elects to formally withdraw from the system.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mahwah hereby authorizes the Township of Mahwah to participate in the North Jersey Wastewater Cooperative Pricing System and execute a Cooperative Purchasing agreement with

the Passaic Valley Sewerage Commission for the period January 1, 2026 through December 31, 2026, and will renew annually thereafter.

BE IT FURTHER RESOLVED, that the Municipal Clerk shall forward a copy of this Resolution to the Business Administrator, QPA, Chief Financial Officer, DPW Director and Water & Sewer Dept. Superintendent.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #063-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, The Township of Mahwah Tax Department will continue to offer the benefit of ACH Electronic Payment Services to our Tax Payers;

WHEREAS, the chosen Vendor to continue to offer this service is Freedom Bank located at 99 West Essex Street 2nd Floor, Maywood, NJ 07607;

NOW, THEREFORE, BE IT RESOLVED, that the ACH Electronic Services will continue through Freedom Bank.

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of the resolution to the Tax Collector, the Chief Financial Officer, and the Auditor.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s) was adopted at a meeting of the Township Council of the Township of Mahwah on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #064-26
DATE: January 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, The Township of Mahwah Water Department will continue to offer the benefit of ACH Electronic Payment Services to our Utility Payers;

WHEREAS, the chosen Vendor to continue to offer this service is Freedom Bank located at 99 West Essex Street, 2nd Floor, Maywood, NJ 07607;

NOW, THEREFORE, BE IT RESOLVED, that the ACH Electronic Services will continue through Freedom Bank;

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution on file and available for inspection in the office of the Township Clerk and shall forward a copy of the resolution to the Tax & Utility Collector, the Chief Financial Officer, and the Auditor.

CERTIFICATION

I hereby certify that this resolution consisting of one page(s) was adopted at a meeting of the Township Council of the Township of Mahwah on the 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

RESOLUTION

TOWNSHIP OF MAHWAH
475 CORPORATE DRIVE
MAHWAH, NJ 07430

RESOLUTION #065 26
DATE: JANUARY 5, 2026

Name	Motion	Second	Yes	No	Abstain	Absent
Ariemma						
Donigian						
Ervin						
Ferguson						
May						
Paz						
Wong						

WHEREAS, the Township of Mahwah has a need to procure Professional Alternate Public Defender Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4, et. seq. (the "Pay-to-Play Law"); and

WHEREEAS, the Mayor has appointed Louis G. DeAngelis, Esq., of the Law Offices of Louis G. DeAngelis, as Alternate Township Public Defender for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the Township Council of the Township of Mahwah has reviewed the merits and abilities of Louis G. DeAngelis Esq., (the "Professional"), and is desirous of awarding a Professional Services Contract to Louis G. DeAngelis of the Law Offices of Louis G. DeAngelis Esq., as the Township Alternate Public Defender for the period of January 1, 2026 through December 31, 2026; and

WHEREAS, the CMFO has provided a Certification as to Availability of Funds in account 1-201-43-495-204 (Public Defender Professional Services);

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mahwah that the Township Council consents to the Mayor's appointment of Louis G. DeAngelis of the Law Offices of Louis G. DeAngelis Township 2026 Alternate Public Defender; and

BE IT FURTHER RESOLVED that the Township Council of the Township of Mahwah, County of Bergen, State of New Jersey, that a contract in an amount not-to-exceed $ 3,000.00 be and is hereby awarded to Louis G. DeAngelis of the Law Offices of Louis G. DeAngelis located at 346 Grand Avenue, Englewood, NJ 07631 for Legal Services as the Township Alternate Public Defender for the year commencing January 1, 2026, through December 31, 2026; and

BE IT FURTHER RESOLVED that the contract amount shall not exceed an annual basic retainer of $3,000.00, based upon the rate of $150.00 per hour for special session attendance, without further authorization of the Governing Body, and the CMFO has certified that funds are available; and

BE IT FURTHER RESOLVED, that said Contract is being awarded pursuant to N.J.S.A. 40A:11.5 et seq. because the practice of Professional Legal Services as the Township Alternate Public Defender is regulated by law and because it has been determined that Louis G. DeAngelis Esq., is authorized by law to practice said profession; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and are hereby authorized and directed to execute the aforesaid Contract in form to be approved by the Municipal Attorney; and

BE IT FURTHER RESOLVED, that the Township Clerk shall keep a copy of this Resolution and the Contract on file and available for inspection in the Office of the Township Clerk, and will forward a copy of this resolution to the Business Administrator, QPA, CMFO, Assistant to the Business Administrator, and Louis G. DeAngelis of the Law Offices of Louis G. DeAngelis, 346 Grand Avenue, Englewood, NJ 07631.

CERTIFICATION

I hereby certify that this resolution consisting of two page(s), was adopted at a meeting of the Township Council of the Township of Mahwah, on this 5th day of January, 2026.

Carolyn George, RMC
Municipal Clerk

Council President

Township of Mahwah
Certification of Availability of Funds

Pursuant to N.J.A.C. 5:30-1.10, I, Corinne Hockman, Chief Financial Officer of the Township of Mahwah, do hereby certify that sufficient funds (Subject to appropriation in the 2026 Budget Adoption) will be available for the proposed contracts and proposed amounts in the table below.

Corinne Hockman, CFO _____

Title	Vendor	Amount	Account(s)	Vendor Exceeds $17,500?
Township Planner	Colliers	$50,000	01 201 21 180 204	Yes
Township Redevelopment Attorney	Turteltaub Law Firm	$35,000	01 201 20 155 286	Yes
Township Auditor	Lerch, Vinci & Higgins	$24,000 $15,500 $15,500 $10,000 $15,000	01 201 20 135 219 05 201 58 505 219 07 201 58 505 219 11 201 58 505 219 01 201 20 135 219	Yes
Township Utility Engineer	H2M Associates	$25,000 $25,000	07 201 58 502 214 05 201 58 502 214	Yes
Township Bond Council	McManimon	$5,000 plus cost of Issuance of Debt	01 201 20 130 204	
Township Risk Management Consultant	PIA, A Division of World Associates	6% of JIF Assessment	Paid by JIF	Yes
Township Attorney	Dorsey and Semrau	$68,200 $25,000 $25,000 100,000	01 201 20 155 284 07 201 58 502 210 05 201 58 502 210 01 201 20 155 219	Yes
Township Attorney for Ongoing Litigation	Cleary, Giacobbe	$50,000	01 201 20 155 219	Yes
Township Labor/Employment Attorney	Wiss & Bouregy (Wiss)	$36,000	01 201 20 155 219	Yes
Township HealthCare/Medical Insurance Attorney	Inglesino, Wyciskala, Taylor, Marchetta, & Orth, LLC	$5,000 $2,500 $2,500	01 201 20 155 286 07 201 58 502 210 05 201 58 502 210	No

Township of Mahwah
Certification of Availability of Funds

Township Tax Appeal Appraiser	McNerney & Associates	$50,000	01 201 20 150 204	Yes
Township Tax Appeal Attorney	Cleary, Giacobbe	$75,000	01 201 20 155 219	Yes
Township Co-Public Defender	Robert P. Zisgen LLC	$17,700	01 201 43 495 204	Yes
Township Co-Public Defender	Law Offices of Curt J. Geisler	$17,700	01 201 43 495 204	Yes
Township Alternate Public Defender	Law Office of Louis G. DeAngelis	$3,000	01 201 43 495 204	No
Township Prosecutor	DeMarco and DeMarco	$42,000	01 201 25 275 204	Yes
Township Affordable Housing Administrative Agent	CGP&H	$45,000	24 287 56 000 011	Yes
Township Affordable Housing Rehab Program Administrator	CGP&H	$20,000	24 287 56 000 011	Yes
Township AA Norfolk Village AH	CGP&H	$ 5,000	24 287 56 000 011	Yes
Township AA Scattered AH Unit Rental	CGP&H	$5,000	24 287 56 000 011	Yes
Township Affordable Housing Attorney	Surenian & Edwards	$300,000	01 201 20 155 219	Yes
Township Grant Consultant	Bruno & Associates	$27,000	01 201 20 100 204	Yes
Township Utility Attorney	O'Toole Scrivo	$40,000 $40,000	05 201 58 502 210 07 201 58 502 210	Yes
Township Financial Advisor	Acacia	Based on Bond Ordinance	01 201 20 130 204 or 04 215-55-990-024	Yes
Township Cellular Consultant	FSD Enterprises	$50,000	01 201 20 100 204	Yes

Louis G. DeAngelis, Esq.*

Xavier E. Medina, Paralegal
Sara Lopez, Paralegal

Member New Jersey Bar *

LAW OFFICE OF
LOUIS G. DEANGELIS, LLC

346 Grand Avenue
Englewood, New Jersey 07631
Tel.: (201) 227-7660
Fax.: (201) 227-7661
Email: Office@lgdlegal.com
www.lgdlegal.com

December 01, 2025

Via Electronic Mail to: jpuzo@mahwahtwp.org

Ms. Janet Puzo
Assistant to the Business Administrator - Township of Mahwah
475 Corporate Drive
Mahwah, New Jersey 07430

Re: Application for Employment
Borough of Mahwah – Alternate Public Defender

Dear Sir or Madam:

Enclosed please find my resume and other supporting documents in furtherance of my application for the position of the Alternate Public Defender with the Mahwah Municipal Court.

I have been practicing law for over twenty (20) years. Upon my graduation from the Rutgers School of Law – Newark and passing the bar exam, I immediately opened my own office. My primary focus is criminal defense and it accounts for approximately ninety percent of my entire practice. I represent each of my clients with both vigor and zeal, paying close attention to their individual needs. I spend the requisite time with each client explaining in detail the consequences of pending charges and the respective solutions available. I have developed a solid reputation with both the local defense-bar and local judges for my knowledge of the law and my ability to put it to use in everyday practical situations.

I am available to attend each and any of the court sessions next year. My office is located in the neighboring town of Englewood which has made it and will continue to make it convenient for most defendants to meet with me at my office. I employ two (2) assistants on a fulltime basis. Processing the legal and clerical paperwork associated with the additional caseload from the Mahwah Municipal Court will be seamlessly integrated with my regular business. I respectfully request $150.00 per hour for services rendered.

If I can be of additional assistance, please contact me at (201) 227-7660. Thank you for your attention and your courtesies in this matter.

Very truly yours,

Law Office of Louis G. DeAngelis, LLC

Louis G. DeAngelis

Louis G. DeAngelis, Esq.

LGD/hs
Encl.

LOUIS G. DEANGELIS, ESQ.

346 Grand Avenue
Englewood, NJ 07631

Tel.: (201) 227-7660
Fax.: (201) 227-7661

EDUCATION

RUTGERS SCHOOL OF LAW – *Juris Doctor* MAY 2004
Newark, NJ

- Attended the Night School Program while working fifty hours per week

CORNELL UNIVERSITY – *Bachelor of Arts* MAY 1999
Ithaca, NY

- Major – Government
- Minor – History

EXPERIENCE

LAW OFFICE OF LOUIS G. DEANGELIS, LLC JUNE 2005 – PRESENT
Englewood, NJ

- Practicing law – meeting with clients, researching law, preparing legal pleadings, and engaging in defense litigation
- Managing and operating law office – overseeing day-to-day operations, including employee, payroll, cash flow, inventory, sales, and marketing
- Client contact – personal interaction with clients, including analyzing criminal charges, presenting legal defense strategies, and explaining statutory consequences

PROFESSIONAL REFERENCES

Joseph A. Raia, Esq.
Law Office of Joseph A. Raia, LLC
346 Grand Avenue
Englewood, NJ 07631

Tel.: (201) 541-3830

David Chazen, Esq.
Chazen and Chazen, LLC
346 Grand Avenue
Englewood, NJ 07631

Tel.: (201) 567-5500

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
TOWNSHIP OF MAHWAH

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Louis DeAngelis, located at 346 Grand Avenue, Englewood, New Jersey 07631 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one-year period preceding January 1, 2026 to any of the following named candidate committee or joint candidates committee as defined pursuant to N.J.S.A. 19:44A-3 (q) and (r).

Mayor James Wysocki	Robert M. Ferguson, III
Janet Ariemma	David May
Ward Donigian	Michelle Crowe Paz
George Ervin	Jonathan Wong

Part II – Ownership Disclosure Certification

☑ I certify that the list below contains the names and addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stockholder or Shareholder	Address
Louis G. DeAngelis	[redacted]

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Law Office of Louis G. DeAngelis, LLC
Signature of Affiant: Louis G. DeAngelis Title: Sole Owner
Printed Name of Affiant: Louis G. DeAngelis Date: 11-20-25

Subscribed and sworn before me this 20 day of November, 2025.
My Commission expires:

David K Chazen
(Affiant)
David Chazen, Esq.
(Print name & title of affiant) (Corporate Seal)
Attorney - State of NJ

Revised July 20, 2023 per P.L. 2023, c.60

Revenue | NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1157730 FOR LAW OFFICE OF LOUIS G DEANGELIS LLC IS VALID.

Return

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LAW OFFICE OF LOUIS G DEANGELIS LLC
Trade Name:	
Address:	346 GRAND AVENUE ENGLEWOOD, NJ 07631-0999
Certificate Number:	1157730
Effective Date:	June 02, 2005
Date of Issuance:	December 01, 2025

For Office Use Only:

20251201153147110

Return

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Louis G. DeAngelis

2 Business name/disregarded entity name, if different from above
Law Office of Louis G. DeAngelis, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
346 Grand Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Englewood NJ 07631

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[redacted]
or
Employer identification number
[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | Signature of U.S. person ▶ Louis DeAngelis | Date ▶ 02/03/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

QBE

POLICY NUMBER: LAW-21538-03
EXPIRING POLICY NUMBER: LAW-21538-02

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

INSURER	UNDERWRITING OFFICE	PRODUCER
QBE Insurance Corporation One QBE Way Sun Prairie, WI 53596	QBE Insurance Corporation 55 Water Street 20th Floor New York, NY 10041	Freberg Environmental Insurance Trading as: LawyerGuard 3702 W. Spruce St, #1309 Tampa, FL 33607

NOTICE: THIS IS A CLAIMS MADE AND REPORTED POLICY AND SUBJECT TO ITS PROVISIONS APPLIES ONLY TO CLAIMS WHICH ARE BOTH FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE.

DEFENSE WITHIN LIMITS: CLAIM EXPENSES ARE INCLUDED WITHIN THE LIMIT OF LIABILITY. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED, AND MAY BE EXHAUSTED, BY CLAIM EXPENSES.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Item 1: **Named Insured:** Law Office of Louis G. DeAngelis, LLC
Mailing Address: 346 Grand Ave
Englewood NJ 07631

Item 2: **Policy Period** From: June 7, 2025 To: June 7, 2026
At 12:01 A.M. Standard Time at the mailing address stated in Item 1

Item 3: Limit of Liability:

a. Each **Claim**	$2,000,000
b. Aggregate	$2,000,000

Item 4: Deductible Amount:

a. Each **Claim**	$10,000
b. Aggregate	None

Item 5: Predecessor Firm(s):

Item 6: Premium:

Premium:	$1,361.00
Surcharges and Taxes (if any)	$4.00
Total Premium, Surcharges, and Taxes	$1,365.00

Item 7: Retroactive Date: June 7, 2005

© QBE, 2024

Item 8: A. Notice to Insurer of a **Claim** or circumstance: B. All Other Notices to Insurer:

QBE Insurance Corporation Attn: The Claims Manager 55 Water Street New York, NY 10041 Telephone: (844) 723-2524 Email: professional.liability.claims@us.qbe.com	QBE Insurance Corporation Attn: Underwriting 55 Water Street New York, NY 10041 Telephone: (877) 772-6771 Email: MLPLadmin@us.qbe.com

Item 9: Endorsements Applicable to Coverage at Inception of Policy:
See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION FOR THIS POLICY, ALL MATERIALS SUBMITTED THEREWITH OR MADE A PART THEREOF AND THE POLICY FORM ATTACHED HERETO, CONSTITUTE THE POLICY.

This Policy shall not be valid unless signed by a duly authorized representative of the Insurer.

Countersigned:

May 6, 2025
Date

Linda Lee Corrigan
Authorized Representative

© QBE, 2024

Certification 47871

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-Dec-2025 to 15-Dec-2032

LAW OFFICE OF LOUIS G. DEANGELIS, L
346 GRAND AVENUE
ENGLEWOOD NJ 07631

ELIZABETH MAHER MUOIO
State Treasurer

PROFESSIONAL SERVICES CONTRACT BETWEEN TOWNSHIP OF MAHWAH AND LOUIS G. DEANGELIS, ESQ. - TOWNSHIP 2026 ALTERNATE PUBLIC DEFENDER

THIS AGREEMENT, made effective the 1st day of January, 2026, by and between the **TOWNSHIP OF MAHWAH**, a body politic and corporate of the State of New Jersey with offices at 475 Corporate Drive, Mahwah, New Jersey 07430 (the "Township") and Louis G. DeAngelis, Esq., of the Law Offices of Louis G. DeAngelis, LLC, 346 Grand Avenue, Englewood, NJ 07631 (the "Township Alternate Public Defender.").

W I T N E S S E T H:

WHEREAS, there exists a need for a Professional Services agreement for legal services of a Township Alternate Public Defender for the Township of Mahwah; and

WHEREAS, Louis G. DeAngelis, Esq. has been appointed Township Alternate Public Defender of the Township of Mahwah for calendar year 2026.

NOW, THEREFORE, the parties hereto, in consideration of the promises and the terms and conditions hereinafter set forth in this Professional Services Agreement (the "Agreement"), agree as follows:

1. Louis G. DeAngelis, Esq. of the Law Offices of Louis G. DeAngelis, LLC shall perform legal services required by his appointment as Township Alternate Public Defender of the Township of Mahwah as an independent contractor.

2. The Township shall pay the Township Alternate Public Defender a total sum not-to-exceed $ 3,000.00 during the calendar year 2026. All sessions will be paid at a rate of $150.00 per hour. The total contract amount shall not exceed $ 3,000.00 for the year 2026 without a resolution authorizing an amendment to the Agreement to increase the compensation limitations established herein. In the event any services are provided that exceed $ 3,000.00, the Township has no obligation to provide compensation for such services without a resolution authorizing the additional expenditure. Accordingly, it is the obligation of the Township Alternate Public Defender to notify the Township prior to commencing work that will exceed $ 3,000.00.

3. Payment shall be made by the Township upon the submission by Township Alternate Public Defender of duly authorized monthly vouchers to, and certified by, the Township Administrator. Expenses shall be billed at cost. All work shall be subject to prior written authorization and certification of availability of funds. All vouchers shall be submitted in a reasonable time after the services are rendered with an attached

itemized bill for those services and a statement /cover letter to include the contract resolution number, contract not-to-exceed, to date billing, and contract balance.

4. The services contemplated by this Agreement shall be performed under the supervision and direction of Louis G. DeAngelis, Esq. of the Law Offices of Louis G. DeAngelis, LLC and professionals within with firm. Township Alternate Public Defender is prohibited from naming any other professional outside of the firm to perform services for the Township in connection with this Agreement.

5. Township Alternate Public Defender shall save the Township harmless from any and all claims that may be filed either in equity or law arising from the performance of this Agreement, for work performed by Township Alternate Public Defender, their agents, servants and employees.

6. This Agreement has been awarded pursuant to N.J.S.A. 40A:11-5(1) (a)(i) because the practice of law is regulated by law and because Township Alternate Public Defender represents that the firm's employees are authorized to practice professional legal services.

7. This Agreement has been awarded to Township Alternate Public Defender based upon their merits and abilities to provide the services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A.19:44A-20.4 et seq. As such, Township Alternate Public Defender does hereby attest that Township Alternate Public Defender, its subsidiaries, assigns or principals, controlling in excess of 10% of the firm has neither made a contribution in the one (1) year period preceding the award of this Agreement that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44-16 so as to affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of this Agreement to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

8. Township Alternate Public Defender is advised of the responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 if the Township Alternate Public Defender receives contracts in excess of $50,000.00 from public entities in a calendar year. It is Township Alternate Public Defender's responsibility to determine if filing is necessary.

9. This Agreement shall be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C.

17:27. Township Alternate Public Defender shall comply with the Affirmative Action requirements attached hereto as Exhibit A, and the Americans with Disabilities Act of 1990, attached hereto as Exhibit B.

10. The term of this Agreement shall be for the period January 1, 2026 to December 31, 2026, or until the services for which Township Alternate Public Defender has been retained are concluded, whichever is sooner.

11. This Agreement is subject to a certification of availability of funds pursuant to N.J.A.C. 5:34-5.3(c)2 and upon the appropriation of monies in the 2026 temporary appropriations and final budgets.

12. This Agreement includes all the terms and conditions of all agreements between the parties. Any changes to this contract must be in writing and signed by both parties.

13. Township Alternate Public Defender shall file, with the Township Council, an annual report by December 31, 2026 on the activities, volume and requirements of his office.

14. Township Alternate Public Defender shall retain records in accordance with N.J.A.C. 17:44-2.2.

15. Township Alternate Public Defender agrees to provide the Township with proof that professional malpractice insurance with a minimum limit of liability of $1,000,000.00 per incident, $1,000,000.00 aggregate has been obtained and is in effect for the calendar year 2026.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested to by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year first above written.

ATTEST:

_____
Carolyn George, RMC, Municipal Clerk

WITNESS:

_____

TOWNSHIP OF MAHWAH

By:_____
James J. Wysocki, Mayor

_____
Louis G. DeAngelis, Esq.
Law Offices of Louis G. DeAngelis, LLC

EXHIBIT "A"

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

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**.

(name) _____ (date) _____

Exhibit "B"

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.