

CITY COUNCIL**The City of Orange Township, New Jersey**DATE January 17, 2023NUMBER 27-2023

TITLE: A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH JOSEPH A. GARCIA, ESQ. OF CLEARY GIACOBBE ALFIERI JACOBS, LLC FOR LEGAL SERVICES FROM JANUARY 1, 2023 TO DECEMBER 31, 2023 AT A RATE OF \$150.00 PER HOUR NOT TO EXCEED \$20,000.00.

WHEREAS, there exists a need for professional services to provide legal services to the City Clerk regarding election law issues and when a conflict exists which prevents the City Attorney from representing or rendering advice to the Municipal Clerk; and

WHEREAS, the City of Orange Township has a need to acquire such professional services as a Non-Fair and Open Contract pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, Joseph A. Garcia, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC has submitted a proposed contract indicating he will provide the professional services; and

WHEREAS, Joseph A. Garcia, Esq. has completed and submitted a Business Entity Disclosure Certification for Non-Fair and Open Contract which certifies that Joseph A. Garcia, Esq. has not made any reportable contributions to a political or candidate committee in the City of Orange Township in the previous one year and that the contract will prohibit Joseph A. Garcia, Esq. from making any reportable contributions through the term of the contract to a political or candidate committee in the City of Orange Township; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds will be available for this purpose in Account 3-01-20-121-000-308 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds for said Professional Services Contract; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq.) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Orange Township as follows:

1. The Mayor is hereby authorized and directed to execute a Non-Fair and Open Agreement pursuant to N.J.S.A. 19:44A-20.5 with Joseph A. Garcia, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC for Professional Services to provide legal services to the City Clerk regarding election law and to serve as conflict counsel at the rate of \$150.00 per hour not to exceed \$20,000.00 from January 1, 2023 to December 31, 2023.
2. That this Agreement is awarded without competitive bidding as a Professional Services in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because said services to be rendered or performed require knowledge of an advanced type in a field of learning acquired


A. McBean

learning acquired by a prolonged formal course of specialized instruction distinguished from general academic instruction or apprenticeship and training.

3. That a Notice of this action shall be printed once in the Record-Transcript.

Adopted: January 17, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, dated is made

BETWEEN,

CITY OF ORANGE TOWNSHIP (hereafter referred to as the "Client")

whose principal business address is 29 N. Day Street, Orange, N.J., 07050,

AND

CLEARY GIACOBBE ALFIERI JACOBS, LLC

(hereafter referred to as "Law Firm")

its successors and assigns, whose address is 169 Ramapo Valley Road, Upper Level-Suite 105, Oakland New Jersey 07436.

1. Legal Services To Be Provided. The Client agrees that the Law Firm will represent it as follows:

To represent the City of Orange Township Municipal Clerk in election related matters and when a conflict exist which prevents the City Attorney from representing or rendering advice to the Municipal Clerk.

The legal services to be provided shall include but not be limited to: representation and counseling on matter related to elections in the City of Orange Township; all necessary court and agency appearances; legal research; drafting correspondence; preparation and drafting of pleadings and other legal documents; trial and oral arguments preparation; conferences in person and by telephone with the Client and with others; hearings; special projects assigned by the Client; and related work to properly represent the Client in any matter.

2. Legal Fees. The Law Firm cannot predict or guarantee what its final bill will be. This will depend on the time spent and the amount of other expenses. The Law Firm retains the right to adjust its billing to reflect adequate compensation for the degree of complexity, urgency, or the level of success achieved beyond the actual time spent by its attorneys on any matter.

A. Hourly Rate. The Client agrees to pay the Law Firm for legal services at the following rates:

<u>Rate Per Hour</u>	<u>Services</u>
\$ 150.00	All Attorneys

B. All Services Will Be Billed. The Client will be billed at the hourly rates set forth in Paragraph 2A for all services rendered. This includes telephone calls, dictating and reviewing letters, travel time to and from meetings and court, legal research, negotiations and any other service relating to the subject matter of this Agreement. The minimum charge for any service is 6 minutes, which is one-tenth (.1) of an hour.

3. Costs and Expenses. In addition to legal fees, the Client will pay the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, service fees, investigator fees, deposition costs, messenger services (prevailing market rates), photocopying charges (\$.15 per copy), facsimile transmissions (\$1.00 per page), telephone toll calls, postage, interpreter/translators' fees (prevailing market rates), travel expenses (prevailing IRS rate), and any other necessary expenses.

The Law Firm may require that expert(s) be retained directly by the Client. The Client would then be solely responsible to pay the expert(s). It sometimes happens that there is a delay in the Law Firm's receipt of a cost or expense. For example, the Law Firm may receive an expense bill for an expert several months after the expert services were rendered. In such a situation, which sometimes occurs after the Law Firm has sent what it believes to be the final bill, the cost or expense will be included in a follow-up bill.

4. Bills. The Law Firm will send the Client itemized progress bills from time to time.

5. Client's Responsibility. The Client must fully cooperate with the Law Firm and provide all information relevant to the Law Firm's representation of the Client. The Client must also pay all bills as required by this Agreement. If the Client does not comply with these requirements, the Law Firm may withdraw from representing the Client.

6. No Guarantee. The Law Firm agrees to provide conscientious, competent and

diligent services and at all times will seek to achieve solutions which are just and reasonable for the Client. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case or matter.

7. Trust Money. Any money received by the Law Firm to be placed in its Trust Account will be placed in a non-interest bearing account unless specific written arrangements are made to the contrary.

8. Duration. This Agreement shall be effective January 1, 2023, and continue until December 31, 2023, or until a successor law firm or attorney is named and qualified. However, either Party may cancel this Agreement, with or without cause, by providing the other Party with written notice 30 days in advance of the termination. Affirmative Action. Pursuant to N.J.S.A 10:5-31 et seq. (P.L. 1975. c. 127, a amended), and N.J.A.C. 17:27-1 et seq. Law Firm agrees to the terms of the Mandatory Affirmative Action Language set forth below. Upon the execution of this Agreement, Law Firm will submit a Federal Affirmative Action Plan Approval, a Certificate of Employee Information Report, or a Complete Affirmative Action Employee Information Report (AA 302).

Mandatory Affirmative Action Language

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 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 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 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: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report Form M302.

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.

9. Indemnification. The Client agrees to hold harmless and indemnify the Law Firm] its officers, employees, agents or representatives for any and all causes of action, complaints, claims, judgments, damages, liabilities, obligations, promises, agreements, rights, costs, losses, debts and expenses of any nature whatsoever, including, but not limited to, counsel fees, for any lawsuit filed against the Law Firm, its officers, employees, agents or representatives, based upon a cause of action which may have accrued heretofore or which shall accrue hereafter, and which arose or shall arise out of the Law Firm's representation of the Client during the terms of both this Agreement or antecedent agreements.

10. New Jersey Business Registration Requirements. Law Firm shall comply with the requirements of the Business Registration law, N.J.S.A. 52:32-44 {P.L. 2004, c. 57}. Law Firm shall provide a copy of its business registration upon execution of this Agreement. The Law Firm, as a contractor of the City of Orange Township, agrees to the following mandatory language:

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), or the Public School Contracts Law (N.J.S.A. 18A:18A-1, et seq.)

The contractor shall provide written notice to its subcontractors of the responsibility

to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and subcontractors of its affiliates N.J.S.A. 52:32-44(9)(3) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to the Business Registration Law, N.J.S.A. 52:32-44, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

11. Full Agreement. This Agreement shall be binding upon the parties and shall only be changed by a written agreement signed by all parties.

12. Notices. All notices under this Agreement must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, or sent via recognized overnight carrier, to the other party at the addresses set forth below.

Notices from the Client to the Law Firm shall be sent to:

Joseph A. Garcia, Esq.
CLEARY GIACOBBE ALFIERI JACOBS, LLC
169 Ramapo Valley Road, Upper Level-Suite 105
Oakland New Jersey 07436.

Notices from the Law Firm to the Client shall be sent to:

Joyce L. Lanier
City Clerk
City of Orange
29 N. Day Street
Orange, New Jersey 07050

14. Signatures. The Law Firm and the Client have read and agree to this Agreement. The Law Firm has answered all of the Client's questions and fully explained this Agreement to the Client's complete satisfaction. The Client has been given a copy of this Agreement. This Agreement may be executed electronically and in counterparts, each of which shall be

deemed a duplicate original but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

Witness:

Cleary Jacobbe Alfieri Jacobs, LLC

Joseph A. Garcia, Esq

Date: _____

Witness:

City of Orange Township

Joyce L. Lanier
City Clerk

Dwayne D. Warren, Esq.
Mayor

Date: _____

Date: _____

Approved as to form, sufficiency and legality

Gracia R. Montilus
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2021

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 World Insurance Associates, LLC 656 Shrewsbury Ave, Suite 200 Tinton Falls NJ 07701		CONTACT NAME: PHONE (A/C No. Ext): 732-380-0900 FAX (A/C No.): 732-380-0909 E-MAIL ADDRESS: Angeliqueaficea@worldins.net	
INSURED Cleary, Giacobbe, Alfieri, Jacobs, LLC PO Box 533 Matawan NJ 07747		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Company NAIC # 29424	
		INSURER B: Allied World Surplus Lines Insurance Co. 24319	
		INSURER C: Hiscox Insurance Company Inc. 10200	
		INSURER D: Ironshore Indemnity Inc. 23647	
		INSURER E: Sentinel Insurance Company, Ltd. 11000	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1837331256

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.

INBR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			13SBATS6528	2/17/2021	2/17/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
E	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			13SBATS6528	2/17/2021	2/17/2022	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			13SBATS6526	2/17/2021	2/17/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WBCC9558	2/17/2021	2/17/2022	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
B	Professional Liability			03101730	6/3/2021	6/3/2022	Each Claim	5,000,000
C	Cyber Liability			MPL2207489	3/21/2021	3/21/2022	Each Claim	2,000,000
D	Excess Professional Liability			LPL7NAB0P68001	6/3/2021	6/3/2022	Each Claim	2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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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**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

PAYER NAME: CLEARY GIACOBBE ALFIERI & JACOBS LLC

ADDRESS: 955 STATE HWY 34 STE 200
MATAWAN NJ 07747-3106

EFFECTIVE DATE: 11/03/10

ISSUANCE DATE: 09/20/17

SEQUENCE NUMBER: 1598238

TRADE NAME:

DIRECTOR: *[Signature]*
New Jersey Division of Revenue

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

FORM-BRC

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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
Renewal
Certification 45751

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2020 to 15-NOV-2023.



CLEARY GIACOBBE ALFIERI & JACOBS, LLC
955 STATE HIGHWAY 34, SUITE 200
MATAWAN NJ 07747

[Signature]
ELIZABETH MAHER MUOIO
State Treasurer

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Clary Giacobbe Alfieri Jacobs, 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.
955 State Route 34, Suite 200

6 City, state, and ZIP code
Matawan, NJ 07747

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
 See Specific Instructions on page 3.

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									
2	7	-	3	6	8	0	2	2	4

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 ▶ **11/30/2020**

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.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

Cleary Giacobbe Alfieri Jacobs, LLC

(Contractor)

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 the date of reorganization to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren	
Kerry J. Coley	
Tency A. Eason	
Harold J. Johnson, Jr	
Weldon M. Montague, III	
Clifford R. Ross	
Jamie Summers-Johnson	
Adrienne Wooten	

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
James J. Cleary	107 Haven Way, Morganville, NJ
Matthew J. Giacobbe	150 Andrew Avenue, Oakland, NJ
Salvatore Alfieri	4 Colony Drive, Marlboro, NJ
Mitchell B. Jacobs	9 Vista Drive Morganville, NJ

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

Signed: [Signature] Title: Partner

Print Name: Joseph A. Garcia Date: 12/10/2020

Subscribed and sworn before me the <u>10th</u> day of <u>December</u> , 20 <u>20</u>	<u>[Signature]</u> (Affiant)
My Commission expires: <u>5/10/21</u>	<u>Roberta Sue Wilson</u> (Print name & title of affiant) (Corporate Seal)