

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE March 19, 2024NUMBER 189-2024

**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, 2024 TO DECEMBER 31, 2024 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 401-20-121-000-308 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 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, 2024 to December 31, 2024.
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. M. Z. M. A. H.

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: March 19, 2024**

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**Joyce L. Lanier**  
City Clerk

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**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. following rates:**

**Rate Per Hour**

**\$150.00**

**The Client agrees to pay the Law Firm for legal services at the**

**Services**

**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, 2024, and continue until December 31, 2024, 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, as 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 sexualorientation 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 §fill)

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 Giacobbe Alfieri Jacobs, LLC**

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Joseph A. Garcia, Esq

Date: \_\_\_\_\_

**Witness:**

**City of Orange Township**

\_\_\_\_\_

Joyce L. Lanier  
City Clerk

Date: \_\_\_\_\_

\_\_\_\_\_

Dwayne D. Warren, Esq.  
Mayor

Date: \_\_\_\_\_

Approved as to form, sufficiency and legality

\_\_\_\_\_

Gracia R. Montilus  
City Attorney



# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://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.  
**CHASAN LAMPARELLO MALLON & CAPPUZZO, PC**

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.  
**300 LIGHTING WAY, SUITE 200**

6 City, state, and ZIP code  
**SECAUCUS, NJ 07094**

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

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|--|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 2 | - | 1 | 9 | 3 | 3 | 0 | 9 | 6 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Chasan Lamparello Mallon* Date ▶ *1/2/2024*

## 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](http://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.

**CERTIFICATION OF COMPLIANCE WITH CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE §4-70.20**

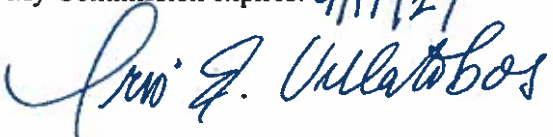
Chasan Lamparello Mallon & Cappuzzo, PC, the Business Entity, as that term is defined in City of Orange Township Revised Ordinance 4-70.20 (a copy of which is attached), nor any Subcontractor, as that term is defined therein, has not made prohibited contribution in violation thereof in the twelve (12) month period prior to the award of this contract (or the renewal, extension, or material modification of the contract).

Name of Business Entity: Chasan Lamparello Mallon & Cappuzzo, PC

Signed   
Print Name Cheyne R. Scott, Esq.

Title: Partner  
Date: 3/14/2024

Subscribed and sworn before me  
This 14<sup>th</sup> day of March, 2024.  
My Commission expires: 9/17/24



IRIS E VILLALOBOS  
Commission # 2353469  
Notary Public, State of New Jersey  
My Commission Expires  
September 17, 2024

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and on file** at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

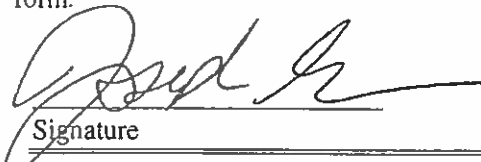
Required Pursuant To N.J.S.A. 19:44A-20.26

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: | Chasan Lamparello Mallon & Cappuzzo, PC |        |            |
| Address:     | 300 Lighting Way, Suite 200             |        |            |
| City:        | Secaucus                                | State: | New Jersey |
|              |   | Zip:   | 07094      |

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 Joseph A. Garcia, Esq. Title Partner

## 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 |
|------------------|----------------|------|---------------|
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Check here if the information is continued on subsequent page(s)





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CHASAN LAMPARELLO MALLON & CAPPUZZO. PC  
**Trade Name:**  
**Address:** 300 LIGHTING WAY  
SECAUCUS. NJ 07094  
**Certificate Number:** 0065175  
**Effective Date:** March 22. 1990  
**Date of Issuance:** November 29. 2016

**For Office Use Only:**  
20161129103857396