



BOROUGH of
**PEAPACK &
GLADSTONE**

www.peapackgladstone.org

1 School Street, PO Box 218, Peapack, NJ 07977 • 908-234-2250 Ext 100 – nbretzger@peapackgladstone.org

Office of the Borough Clerk/Administrator

December 19, 2022

**The Borough Council Meeting on
December 20, 2022
will be held in person at Borough Hall as well as
virtually through Go To Meeting
The meeting starts at 7:00PM**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/307279621>

You can also dial in using your phone.

Access Code: 307-279-621

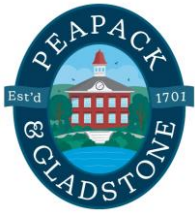
United States: [+1 \(408\) 650-3123](tel:+14086503123)

Get the app now and be ready when your first meeting starts:

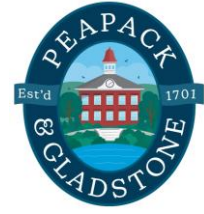
<https://meet.goto.com/install>

All members of the public, that will be logged in virtually will be placed on mute by the host.

1. If you would like to speak during the public comment portion of the meeting, you will need to let the host know by typing your name in the chat box.
2. The host will unmute you when it is your turn to speak.
3. When it is your turn to speak, please state your name and address.
4. Once you are done speaking, the host will mute you again.



**MAYOR & COUNCIL
THE BOROUGH OF PEAPACK & GLADSTONE,
BOROUGH COUNCIL MEETING AGENDA**



December 20, 2022

7:00 PM – REGULAR MEETING

**Location: Borough Hall Council Chambers, 1 School St., Peapack, NJ
& Virtually Via GOTO Meeting Conference System**

<https://www.youtube.com/channel/UC438FfqDK6dOgY42KoksqPQ>

Actual meeting may contain discussion of items not mentioned on the agenda and alternatively any items specifically listed may be omitted.

1. CALL TO ORDER

2. SUNSHINE NOTICE – Municipal Clerk reads the following statement:

“Pursuant to the Open Public Meetings Act, Adequate notice of 2022 Meeting Dates was published in the Courier News and Bernardsville News on December 9, 2021 and posted at the Municipal Complex and the Borough Library. Action may be taken.”

3. FLAG SALUTE

4. ROLL CALL

5. PUBLIC COMMENTS: 5 MINUTES PER PERSON – NON-AGENDA ITEMS

It is the policy of the Borough Council that all public comments on an issue shall be limited to five (5) minutes per person. Comments may be made on any Non-Agenda subject pertaining to Borough issues. Comments pertaining to Public Hearings should be saved for that section of the agenda. No debating between residents. Comments should be addressed to Mayor and Council at the public microphone.

6. OLD BUSINESS

7. NEW BUSINESS

8. MISCELLANEOUS DISCUSSION/APPROVALS

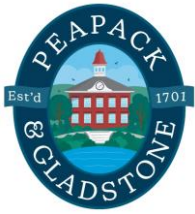
9. READING AND APPROVAL OF MINUTES

Regular Meeting Minutes December 6, 2022

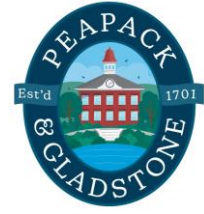
Executive Session Minutes December 6, 2022

10. ORDINANCE

PUBLIC HEARING OF ORDINANCE 1119-2022- AN ORDINANCE AMENDING CHAPTER II, TITLED “ADMINISTRATION” OF THE REVISED GENERAL ORDINANCES, SUBSECTION 31 TITLE “POLICE DEPARTMENT”



**MAYOR & COUNCIL
THE BOROUGH OF PEAPACK & GLADSTONE,
BOROUGH COUNCIL MEETING AGENDA**



December 20, 2022

7:00 PM – REGULAR MEETING

**Location: Borough Hall Council Chambers, 1 School St., Peapack, NJ
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Actual meeting may contain discussion of items not mentioned on the agenda and alternatively any items specifically listed may be omitted.

11. RESOLUTIONS

RESOLUTION NO. R-240-22 RESOLUTION GRANTING THE FAMILY AND MEDICAL LEAVE ACT (FMLA) TO NANCY MUOIO FOR UNPAID TIME OFF FOR DECEMBER 5, 2022 TO DECEMBER 29, 2022

RESOLUTION NO. R-241-22 RESOLUTION TO MAKE BRAD FAGAN, DPW DIRECTOR, PERMANENT EMPLOYEE STATUS EFFECTIVE NOVEMBER 23, 2022

RESOLUTION NO. R-242-22 RESOLUTION TO CHANGE STATUS OF NICHOLAS PETONAK, DEPARTMENT OF PUBLIC WORKS LABORER, TO PERMANENT EMPLOYEE STATUS EFFECTIVE DECEMBER 6, 2022

RESOLUTION NO. R-243-22 RESOLUTION TO CHANGE STATUS OF CHRISTOPHER REASONER, DEPARTMENT OF PUBLIC WORKS LABORER, TO PERMANENT EMPLOYEE STATUS EFFECTIVE NOVEMBER 22, 2022

RESOLUTION NO. R-244- 22 RESOLUTION AUTHORIZING THE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BEDMINSTER, THE BOROUGH OF BERNARDSVILLE AND THE TOWNSHIP OF BERNARDS FOR THE ESTABLISHMENT AND OPERATION OF A SHARED MUNICIPAL COURT FOR YEARS 2023-2025

RESOLUTION NO. R-245-22 RESOLUTION APPOINTING A MUNICIPAL PROSECUTOR FOR THE SHARED COURT FOR 2023

RESOLUTION NO. R-246-22 RESOLUTION APPOINTING A PUBLIC DEFENDER FOR THE SHARED COURT IN THE YEAR 2023

RESOLUTION NO. R-247-22 RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO A SHARED SERVICE SEWER SERVICE AGREEMENT WITH THE TOWNSHIP OF BEDMINSTER AND THE BOROUGH OF FAR HILLS FOR JANUARY 1, 2023 TO DECEMBER 31, 2024

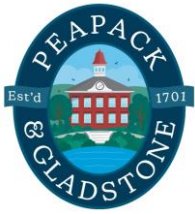
RESOLUTION NO. R-248- 22 RESOLUTION FOR APPROPRIATION BUDGET TRANSFERS

RESOLUTION NO. R-249-22 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPER'S AGREEMENT WITH PEAPACK & GLADSTONE RESIDENTIAL DEVELOPERS, LLC

RESOLUTION NO. R-250-22 RESOLUTION AUTHORIZING EXECUTION OF A BULK SEWER AGREEMENT WITH PEAPACK & GLADSTONE RESIDENTIAL DEVELOPERS, LLC

BILLS LIST

RESOLUTION NO R-251- 22 Approval of Bills as signed and listed on the Bill Payment List Total Amount: **\$1,175,994.64**



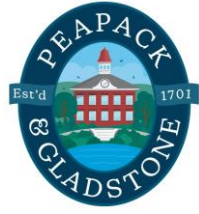
**MAYOR & COUNCIL
THE BOROUGH OF PEAPACK & GLADSTONE,
BOROUGH COUNCIL MEETING AGENDA**

December 20, 2022

7:00 PM – REGULAR MEETING

**Location: Borough Hall Council Chambers, 1 School St., Peapack, NJ
& Virtually Via GOTO Meeting Conference System**

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12. COUNCIL REPORTS

Council President Corigliano & Councilman Sweeney
Councilman Lemma & Councilman Caminiti
Councilman Caminiti & Councilman Lemma
Councilwoman Murphy & Councilman Lemma
Councilman Sweeney & Councilwoman Dietrich
Councilman Caminiti & Councilman Lemma
Mayor Skinner
John Bruder, Borough Attorney
Nancy Bretzger
Mayor Skinner

Finance
Sanitation & Sewer
Borough Property
Fire/First Aid Squad
Police
Roads & Transportation
Zoning & Construction
Legal
Administrator's Report
Mayor's Report

13. PUBLIC COMMENTS – 3 MINUTES PER PERSON – AGENDA ITEMS ONLY

It is the policy of the Borough Council that all public comments on an issue shall be limited to three (3) minutes per person. No debating between residents. Comments should be addressed to Mayor and Council at the public microphone.

14. ADJOURNMENT

**THE REORGANIZATIONAL MEETING OF THE MAYOR & COUNCIL WILL BE HELD ON
TUESDAY, JANUARY 3, 2023 AT 7:00PM**

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 240-22

**TITLE: RESOLUTION GRANTING THE FAMILY AND MEDICAL LEAVE ACT (FMLA) TO NANCY MUOIO
FOR UNPAID TIME OFF FOR DECEMBER 5, 2022 TO DECEMBER 29, 2022**

BE IT RESOLVED that the Mayor and Borough Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey hereby grants to Nancy Muoio unpaid time off for December 5, 2022 to December 29, 2022 in accordance with the Family and Medical Leave Act (FMLA).

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

**BOROUGH OF PEAPACK & GLADSTONE
SOMERSET COUNTY, NEW JERSEY**

RESOLUTION NO. 241-22

**TITLE: RESOLUTION TO MAKE BRAD FAGAN, DPW DIRECTOR, PERMANENT EMPLOYEE STATUS
EFFECTIVE NOVEMBER 23, 2022**

WHEREAS, Brad Fagan was appointed as DPW Director on May 23, 2022; and

WHEREAS, Brad Fagan has performed the duties and responsibilities of the Director of Public Works in an exceptional manner during his 6-month probation period; and

WHEREAS, the Borough Clerk/Administrator has recommended that Brad Fagan's probation period has been successfully completed.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey hereby authorizes the permanent employee status for Brad Fagan with the completion of his probationary period and as stated in his employment agreement an \$5,000.00 salary increase effective November 23, 2022.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

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NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

BOROUGH OF PEAPACK & GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 242-22

TITLE: RESOLUTION TO CHANGE STATUS OF NICHOLAS PETONAK, DEPARTMENT OF PUBLIC WORKS LABORER TO PERMANENT EMPLOYEE STATUS EFFECTIVE DECEMBER 6, 2022

WHEREAS, Nicholas Petonak was appointed as a Department of Public Works Laborer on August 16, 2022 with a start date of September 6, 2022; and

WHEREAS, Nicholas Petonak has performed the duties and responsibilities of the Department of Public Works Laborer in a satisfactory manner during his 3-month probation period; and

WHEREAS, the Director of Public Works has recommended that Nicholas Petonak probation period has been successfully completed.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey hereby authorizes the permanent employee status of Jonathan Apgar with the completion of his probationary period.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

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NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

BOROUGH OF PEAPACK & GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 243-22

TITLE: RESOLUTION TO CHANGE STATUS OF CHRISTOPHER REASONER, DEPARTMENT OF PUBLIC WORKS LABORER TO PERMANENT EMPLOYEE STATUS EFFECTIVE NOVEMBER 22, 2022

WHEREAS, Christopher Reasoner was appointed as a Department of Public Works Laborer on August 16, 2022 with a start date of August 22, 2022; and

WHEREAS, Christopher Reasoner has performed the duties and responsibilities of the Department of Public Works Laborer in a satisfactory manner during his 3-month probation period; and

WHEREAS, the Director of Public Works has recommended that Christopher Reasoner probation period has been successfully completed.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey hereby authorizes the permanent employee status of Jonathan Apgar with the completion of his probationary period.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

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NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 244-22

TITLE: RESOLUTION AUTHORIZING THE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BEDMINSTER, THE BOROUGH OF BERNARDSVILLE AND THE TOWNSHIP OF BERNARDS FOR THE ESTABLISHMENT AND OPERATION OF A SHARED MUNICIPAL COURT FOR YEARS 2023-2025

WHEREAS, the Borough of Peapack and Gladstone ("Peapack-Gladstone"), the Township of Bedminster ("Bedminster"), the Borough of Bernardsville ("Bernardsville") and the Township of Bernards ("Bernards") have reviewed their needs, resources and personnel and have found that they can assist each other at considerable savings to the tax payers of each municipality by establishing and operating a shared municipal court; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1 (c), two or more municipalities, by resolution, may agree jointly to provide for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, in a Shared Municipal Court, each Court retains its own identity; and

WHEREAS, the Shared Municipal Court shall be operated as four separate courts, pursuant to which Bedminster is the host municipality and provides the services described in this agreement to Peapack-Gladstone, Bernardsville and Bernards; and

WHEREAS, the Shared Services Agreement, in the form attached hereto and made a part hereof, was negotiated and agreed to by Bedminster, Peapack-Gladstone, Bernardsville and Bernards which establishes a shared municipal court and provides for the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

WHEREAS, Bedminster, Peapack-Gladstone, Bernardsville and Bernards have negotiated a Shared Services Agreement, which is attached hereto and made a part hereof; and

WHEREAS, the Shared Services Agreement has been reviewed by the Borough Attorney, along with representatives of the Borough; and

WHEREAS, the Governing Body of the Borough of Peapack and Gladstone finds it to be in the best interest of the Borough and its residents to enter into this Shared Services Agreement with Bedminster, Bernardsville and Bernards for the establishment and operation of a shared municipal court.

COMMENCING JANUARY 1, 2023, NOW THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey, as follows

1. There shall be established a shared municipal court servicing the Borough of Peapack & Gladstone, Township of Bedminster, Borough of Bernardsville and Township of Bernards subject to compliance with the terms and conditions of the approval of Honorable Kevin M. Shanahan.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the attached Share Services Agreement with the Township of Bedminster, Borough of Bernardsville and the Township of Bernards, which Agreement sets forth the terms and conditions for the operation of the shared municipal court, including the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel.
3. The Borough Administrator, Borough Attorney and other appropriate Borough officials are further authorized to take any and all action required to comply with this Agreement.
4. This Resolution shall take effect immediately upon adoption, and the adoption of the appropriate mechanism approving the Shared Service Agreement adopted by the Borough.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
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| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2020.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

**SHARED SERVICES AGREEMENT FOR A SHARED MUNICIPAL COURT
BETWEEN THE TOWNSHIP OF BEDMINSTER, THE BOROUGH OF PEAPACK
AND GLADSTONE, THE BOROUGH OF BERNARDSVILLE AND THE
TOWNSHIP OF BERNARDS PURSUANT TO N.J.S.A 2B:12-1 ET. SEQ.**

THIS AGREEMENT IS BETWEEN

THE TOWNSHIP OF BEDMINSTER, a municipal corporation of the State of New Jersey whose address is One Miller Lane, Bedminster, New Jersey 07921, hereinafter referred to as "Bedminster",

AND

THE BOROUGH OF PEAPACK AND GLADSTONE, a municipal corporation of the State of New Jersey, whose address is 1 School Street, P.O. Box 218, Peapack, New Jersey 07977, hereinafter referred to as "Peapack and Gladstone",

AND

THE BOROUGH OF BERNARDSVILLE, a municipal corporation of the State of New Jersey, whose address is 166 Mine Brook Road, Bernardsville, New Jersey 07924, hereinafter referred to as "Bernardsville",

AND

THE TOWNSHIP OF BERNARDS, a municipal corporation of the State of New Jersey, whose address is One Collyer Lane, Basking Ridge, New Jersey 07920, hereinafter referred to as "Bernards".

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1.c, two or more municipalities, by ordinance or resolution, may agree jointly to provide for courtrooms, chambers, equipment, supplies and employees for their municipal courts and agree to appoint judges and administrators without establishing a joint municipal court; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1.c, Bedminster adopted the appropriate resolution establishing a municipal court, and providing for the sharing of court facilities and court staff including the municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel hereinafter referred to as a "Shared Municipal Court"; and

WHEREAS, in a Shared Municipal Court, each Court retains its own identity; and

WHEREAS, the Shared Municipal Court shall be operated as four separate courts, where Bedminster is the host and provides the services described in this Agreement to Peapack and Gladstone, Bernardsville and Bernards; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1.c, Peapack and Gladstone adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1.c, Bernardsville adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

WHEREAS, pursuant to N.J.S.A. 2B:12-1.c, Bernards adopted the appropriate resolution agreeing to sharing of the Bedminster court facilities and court staff including the applicable municipal judge, court administrators, other court employees, prosecutors, public defenders and security personnel; and

WHEREAS, Bedminster, Peapack and Gladstone, Bernardsville and Bernards desire to enter into a Shared Services Agreement to establish all obligations in connection with the use of shared court facilities and court staff, provide for shared court sessions and the performance of all Bedminster, Peapack and Gladstone, Bernardsville and Bernards court functions.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Bedminster, Peapack and Gladstone, Bernardsville and Bernards do hereby mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES:

- A. Bedminster agrees to provide those facilities and services necessary for the operation of a municipal court including but not limited to a courtroom, chambers, office space, equipment, supplies, necessary ticket/summons books, judiciary forms, file storage and employees, to serve as Bedminster's, Peapack and Gladstone's, Bernardsville's, and Bernards' Municipal Court. Peapack and Gladstone, Bernardsville, and Bernards shall provide Bedminster with compensation for this shared service as provided in Articles III and XII below.
- B. Bedminster, Peapack and Gladstone, Bernardsville and Bernards agree to utilize the existing Township of Bedminster Municipal Court facility located at 45 Miller Lane and One Miller Lane, Bedminster,

New Jersey 07921, for the conduct of all activities related to the operation of the Shared Municipal Court.

- C. Municipal Court Judge. Bedminster, Peapack and Gladstone, Bernardsville and Bernards shall work together in an effort to appoint one municipal court judge by the process set forth in Article I, Section G herein. However, in the event the municipalities are unable to agree on the same municipal court judge, each municipality reserves the right to appoint its own judge, subject to the terms contained in Article I, Section G herein. In that event, Exhibit A would be modified accordingly to reflect that each municipality would be responsible for the compensation of its selected municipal court judge.
- D. Municipal Prosecutor, Public Defender and Court Administrator. Bedminster, Peapack and Gladstone, Bernardsville and Bernards shall appoint one court administrator pursuant to the applicable statutes, court rules and Administrative Office of the Courts ("AOC") requirements. At the inception of this shared court agreement, the participating municipalities have all agreed that Teresa Van Allen, CMCA, will remain as the court administrator for the shared court. The court administrator shall be an employee of Bedminster. The participating municipalities shall also cooperate in a joint effort to appoint one municipal prosecutor and one public defender by the process set forth in Article I, Section G herein, each of whom shall provide his or her services for each respective Municipal Court. However, in the event the municipalities are unable to agree on the same prosecutor or public defender, each municipality reserves the right to appoint its own prosecutor and public defender, subject to the terms contained in Article I, Section G herein. In that event, Exhibit A would be modified accordingly to reflect that each municipality would be responsible for the compensation of its selected prosecutor and public defender.
- E. Other Court Employees. Bedminster shall provide and be responsible for the hiring and employment of all other court employees, subject to the approval of Peapack and Gladstone, Bernardsville and Bernards, which approval shall not be unreasonably withheld. The court staff shall consist of one (1) Court Administrator, One (1) Deputy Court Administrator and three (3) Violation Clerks. Future necessary hiring of a Court Administrator or Deputy Court Administrators shall be in accordance and compliance with New Jersey Court Rule 1:34-3.
- F. Security Personnel. Bedminster shall provide and be responsible for the selection and appointment of all security personnel for the Court. All Municipal Court sessions require two (2) police officers for security. Bernards Township Police will be required to supply police officers (1 or 2) to perform court security in the event Bedminster Police cannot furnish court security. Peapack and Gladstone, Bernardsville and Bernards Township Police will each be responsible for the transportation and security of their own prisoners for court appearances and shall remain with the prisoners while in court until disposition of the matter. Prisoner transportation of Peapack and Gladstone, Bernardsville and Bernards prisoners will also include commitment to the county jail after

- sentencing in Municipal Court and warrant arrests where the prisoner cannot post bail and is to be lodged in the county jail.
- G. Shared Municipal Court Services Advisory Committee ("SMCSAC"): Bedminster, Peapack and Gladstone, Bernardsville and Bernards agree that they will cooperate with each other to effectuate the intent of this Agreement, which is to sustain excellent municipal court services in a more cost efficient manner. To this end, and to advise and provide guidance on the appointment of all court personnel, Bedminster, Peapack and Gladstone, Bernardsville and Bernards will each designate in writing its Municipal Administrator and two additional elected officials or employees to be selected by each respective municipality, to serve on a Shared Municipal Court Services Advisory Committee ("SMCSAC"). The SMCSAC shall meet at such times as deemed necessary but, in no event, not less than two times per year. On or before March 1 of each year, the SMCSAC shall provide a "true up" of operating costs of the shared municipal court based on actual yearly expenses, which "true up" shall be given in the form of a payment or credit as applicable. The actual operating costs to be incurred by each municipality shall be based upon a division of the averaged case load for each municipality handled by the shared municipal court in the preceding three (3) calendar years. On or before December 1 of each calendar year, the SMCSAC will advise the governing bodies of Bedminster, Peapack and Gladstone, Bernardsville and Bernards of the court personnel recommended for appointment in the following calendar year, as well as appropriate compensation and other terms or conditions of employment or engagement for any employees or personnel shared by the municipalities. The SMCSAC shall also advise the governing bodies of the respective municipalities on the utilization of capital fund monies, as well as any matters dealing with the hiring or employment of a court administrator or other court employees, appropriate staffing levels, and any other matters pertaining to the administration of the shared municipal court. In the event the municipalities are unable to agree on the selection of a municipal court judge, prosecutor or public defender, each municipality (the "appointing municipality") reserves the right to appoint its own judge, prosecutor and public defender pursuant to the applicable statutes and/or court rules and as defined in Article I, Sections C and D above. However, except for cause, a participating municipality may not terminate its relationship with the judge, prosecutor or public defender during the term of his or her appointment. Unless a majority of the participating towns concur in the termination for cause, any of the individual municipalities that terminates its relationship with one of the aforementioned professionals for cause shall be required to continue to pay for its proportionate share of the cost of that judge, prosecutor and/or public defender, and it shall also be solely responsible to pay for its new appointee to the position of judge, prosecutor or public defender.
- H. Bedminster shall ensure that the compensation of the shared court administrator, shared court judge, shared municipal prosecutors and public defenders, and all other court personnel shall be fixed by a salary ordinance, professional services contract or collective negotiation agreement in accordance with all applicable federal, state

and local laws, regulations or ordinances governing such matters as well as any related approvals necessary from the Administrative Office of the Courts.

- I. Pursuant to R. 1:30-3, Shared Municipal Court sessions and the hours of the court administrator shall be established in consultation with the municipal court judge(s), municipal court administrator, assignment judge, and vicinage municipal division.
- J. Bedminster, Peapack and Gladstone, Bernardsville and Bernards shall mutually agree that the Shared Municipal Court, the municipal court judge(s) and other personnel thereof shall have, possess and exercise all functions, powers, duties, and jurisdiction of a municipal court prescribed by N.J.S.A. 2B:12-1, et seq., its amendments and supplements. Each of the participating municipalities shall have the responsibility to ensure that all standards are met by each of their respective appointees and/or employees regarding the level and quality of performance required of each such appointee and/or employee.
- K. The identities of the individual courts shall continue to be expressed in the captions of orders and process. The courtroom and sessions of the Peapack and Gladstone, Bernardsville, and Bernards Municipal Courts shall be held in Bedminster's Municipal Court facilities. Bedminster, Peapack and Gladstone, Bernardsville and Bernards records, revenues, fees, Public Defender funds collected pursuant to N.J.S.A. 2B:24-17, and fines shall be administered, reported, deposited and audited separately by each respective municipality. Bedminster shall provide adequate signage for the Shared Municipal Court between Bedminster, Peapack and Gladstone, Bernardsville and Bernards.
- L. Bedminster, or Bernards in the event Bedminster is unavailable as set forth in Article I, Section F above, shall be responsible to provide security at the municipal court sessions pursuant to AOC Directive # 15-06, Appendix K, State Wide Model Municipal Security Plan as may be amended from time-to-time (the "Security Plan").

ARTICLE II - TERM OF CONTRACT

This Agreement shall commence on January 1, 2023 and remain in effect until December 31, 2025. This Agreement may be terminated at the end of a calendar year by any party by providing written notice of termination no later than September 1 of the calendar year in which the Shared Services Agreement will terminate.

ARTICLE III - PAYMENT BY PEAPACK AND GLADSTONE, BERNARDSVILLE, AND BERNARDS TO BEDMINSTER

Peapack and Gladstone, Bernardsville, and Bernards shall pay to Bedminster an amount to be fixed and set forth as Exhibit A. Said amount as set forth in Exhibit A shall be agreed upon by the SMCSAC and provided to the municipalities. For each of the calendar years of this Agreement (2023, 2024, 2025), the cost will increase by no more than 2% over the amount as set forth in Exhibit A, subject to any modifications required by the "true up" as set forth in Article I, Section G, and further subject to any adjustments as may be required in the event any of the municipalities select

separate judges, prosecutors or public defenders in accordance with Article I, Sections C and D. As shown on Exhibit A, all costs associated with the operation of a Shared Municipal Court for Bedminster, Peapack and Gladstone, Bernardsville and Bernards is included. Exhibit A contemplates that the municipalities shall have a shared municipal court judge, prosecutor and public defender. However, in the event the municipalities choose to have separate judges, prosecutors and/or public defenders, then in that event Exhibit A would be modified accordingly, in accordance with Article I, Sections C and D.

ARTICLE IV - REVENUE

Beginning on the effective date of this Agreement, Bedminster agrees to collect, when applicable, court-related revenues for Peapack and Gladstone, Bernardsville, and Bernards. For purposes of depositing Peapack and Gladstone, Bernardsville, and Bernards proceeds, i.e., fines, court costs and public defender funds arising out of Peapack and Gladstone's, Bernardsville's and Bernards' respective case-loads, each participating municipality agrees to either utilize its own existing municipal court account(s) or to establish a new account in a bank to be identified by said municipality. At the time of establishing said account or commencing utilization of same in conjunction with the shared court, Peapack and Gladstone, Bernardsville and Bernards shall each be responsible for completing all paperwork necessary to facilitate deposits by Court Personnel. All deposits shall be made daily and revenues recorded by Bedminster personnel or the appropriately designated shared court personnel and reported in accordance with all applicable federal, state, local, AOC and audit laws, standards, or guidelines. Bedminster shall provide to Peapack and Gladstone, Bernardsville and Bernards monthly reports identifying all revenue received by the Peapack and Gladstone Municipal Court, Bernardsville Municipal Court, and Bernards Municipal Court and deposited to each such municipality's account(s). Bedminster presently has the following bank accounts for the Municipal Court: (1) Municipal Court account and (2) Municipal Court Bail account and two trust accounts: (1) Municipal Public Defender and (2) Parking Offenses Adjudication account located at Peapack-Gladstone Bank. Peapack and Gladstone presently has the following bank accounts for the Municipal Court: (1) "Borough of Peapack and Gladstone Municipal Court"; and (2) "Borough of Peapack and Gladstone Municipal Court-Bail", located at Peapack and Gladstone Bank. Bernardsville presently has the following bank accounts for the Municipal Court: (1) Municipal Court account and (2) Municipal Court Bail account, located at Peapack and Gladstone Bank. Bernards presently has the following bank accounts for the Municipal Court: (1) Municipal Court General Account and (2) Municipal Court Bail Account, located at Peapack and Gladstone Bank.

ARTICLE V – RECORDS

- A. Each participating municipality's records shall be maintained separately from every other municipality's records. All records are confidential unless otherwise determined by State law, and access will only be given to authorized Court staff, Municipal Division Staff or AOC personnel in accordance with applicable State laws or AOC guidelines.

ARTICLE VI – BOOKS, AUDITS AND BUDGET

- A. The Court Administrator shall keep separate records and bank accounts for each municipality. Each municipality to this Agreement shall arrange and pay for a yearly audit of the books of their own Municipal Court, which audit shall be prepared generally in accordance with the requirements of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1, et seq. Full accounting records of the previous year's Shared Municipal Court operations shall be made available no later than June 30th of each year, and any Shared Municipal Court staff members shall be reasonably available to address inquiries made by any of the participating municipalities' auditors. Bedminster shall submit the proposed municipal court budget for the calendar year for approval by the Assignment Judge pursuant to R. 1:33-4. The Court Administrator shall cooperate with the Judiciary (Municipal Division) and provide at the start date of the new court, updates to all court related records, updates to receipt and warrant printers, addition/changes to user IDs, address/phone number changes for police (if applicable), complete ACH authorization form for bank accounts (if applicable), and anything else deemed necessary by the Judiciary.

ARTICLE VII – INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

- A. Insurance coverage shall be obtained by Bedminster that protects the Shared Municipal Court and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to Bedminster cases, Peapack and Gladstone cases, Bernardsville cases or Bernards cases. Bedminster is a member of the Municipal Excess Joint Liability Insurance Fund, 9 Campus Drive, Parsippany, New Jersey, 07054 (the "MEL"). Bedminster shall obtain and maintain insurance for the Shared Municipal Court in accordance with Bulletin MEL 14-13 dated February 17, 2014, as may reasonably be amended time-to-time, and as reasonably recommended by the Meeker, Sharkey & Hurley Agency and agreed to by Bedminster.
- B. Bedminster shall continue to provide liability insurance which protects Bedminster's employees and/or facilities subject to the cost sharing arrangement set forth herein.

- C. The parties to this Agreement recognize that the Shared Municipal Court employees are exclusively Bedminster employees, excepting any appointees including the municipal court judge, prosecutor, public defender and court administrator if any of same is selected solely by one of the participating municipalities to serve as that municipality's Court Personnel. Bedminster shall cover the cost of claims made by or against Shared Municipal Court employees and security personnel, including court costs and reasonable attorney's fees in defense of any and all claims against the employee, arising out of any act or omission of the employee, including but not limited to Workers Compensation claims, claims under the New Jersey Tort Claims Act, and State and Federal Civil Rights actions.
- D. Bedminster shall name Peapack and Gladstone, Bernardsville and Bernards as additional insureds on its liability policies pertaining to the municipal court or any shared court personnel or any Bedminster court personnel and shall cause all such court personnel to be covered by its liability policies and by its workers compensation policies. If Bedminster is unable to arrange for such coverage it shall notify Peapack and Gladstone, Bernardsville and Bernards in writing of its inability in this regard. Bedminster shall indemnify and hold Peapack and Gladstone, Bernardsville and Bernards harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared court personnel or Bedminster court personnel pursuant to the terms of this agreement

ARTICLE VIII – ADDITIONAL PARTIES

Bedminster may enter into agreements with other municipalities for the use of its court facilities and personnel on such terms as Bedminster deems appropriate, subject to the prior written approval of the governing bodies of Peapack and Gladstone, Bernardsville and Bernards.

ARTICLE IX – UNIFORM SHARED SERVICES AND CONSOLIDATION ACT

The governing bodies of Bedminster, Peapack and Gladstone, Bernardsville and Bernards are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. in accordance with the terms of that Act.

ARTICLE X – MISCELLANEOUS

- A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if

mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Bedminster: Attention: Ms. Robin Ray
 Clerk of Township of Bedminster
 One Miller Lane
 Bedminster, New Jersey 07921

Peapack and Attention: Ms. Nancy Bretzger
Gladstone: Clerk of Borough of Peapack and
 Gladstone
 1 School Street
 P.O. Box 218
 Peapack, New Jersey 07977

Bernardsville: Attention: Mr. Anthony Suriano
 Clerk of Borough of Bernardsville
 166 Mine Brook Road
 Bernardsville, NJ 07924

Bernards: Attention: Ms. Christine Kieffer
 Clerk of Township of Bernards
 One Collyer Lane
 Basking Ridge, New Jersey 07920

- B. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this Agreement or amend it to forbid such Agreements, all other sections of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified from time-to-time by mutual agreement and authorizing resolutions of the respective municipalities.
- D. This Agreement may not be assigned by any of the participating municipalities.

ARTICLE XI - GRANTS

Should the Shared Municipal Court be the direct beneficiary of any grants, the proceeds of said grants shall be applied on a pro rata basis in accordance with the parties' respective percentages of costs established by Articles I(G), III and Exhibit A to decrease each municipality's costs of the Shared Municipal Court.

ARTICLE XII - CAPITAL FUND

Bedminster Township shall establish by Ordinance a Capital Fund which shall be used to defray the capital costs incurred by Bedminster with respect to capital upkeep of the Shared Municipal Court. The maximum amount to be maintained in this fund is \$10,000.00, which shall be divided among the four municipalities based on the same percentages as identified in Article I(G), III and Exhibit A. The Shared Municipal Court Advisory Committee

("SMCSAC") shall make recommendations regarding necessary capital expenditures. At the end of each year, SMCSAC shall perform a "true up" of the capital fund. A determination shall be made of payments to be made by Bedminster and Peapack and Gladstone and Bernardsville if necessary to replenish the Capital Fund to \$10,000.00.

ARTICLE XIII – COMPLETE AGREEMENT

This Agreement contains the complete understanding as to the operation of the Shared Municipal Court between Bedminster, Peapack and Gladstone, Bernardsville and Bernards and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, Bedminster, Peapack and Gladstone, Bernardsville and Bernards each indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

ARTICLE XIV

This Agreement is subject to the approval of Vicinage 13 Assignment Judge Kevin M. Shanahan.

IN WITNESS WHEREOF, the Township of Bedminster, the Borough of Peapack and Gladstone the Borough of Bernardsville, and the Township of Bernards have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Attest:

TOWNSHIP OF BEDMINSTER

Robin Ray, Clerk
Dated: _____, 2022

By: _____
Lawrence F. Jacobs, Mayor

Attest:

BOROUGH OF PEAPACK AND GLADSTONE

Nancy Bretzger, Clerk
Dated: _____, 2022

By: _____
Gregory Skinner, Mayor

Attest:

BOROUGH OF BERNARDSVILLE

Anthony Suriano, Clerk
Dated:_____, 2022

By:_____
Mary Jane Canose, Mayor

Attest:

TOWNSHIP OF BERNARDS

Christine Kieffer, Clerk
Dated:_____, 2022

By:_____
James Baldassare, Jr., Mayor

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 245-22

TITLE: RESOLUTION APPOINTING A MUNICIPAL PROSECUTOR FOR THE SHARED COURT FOR 2023

WHEREAS, there is a need for the appointment of a Municipal Prosecutor for the Bedminster Township, Borough of Peapack and Gladstone, Borough of Bernardsville and Bernards Township Shared Municipal Court; and

WHEREAS, the Shared Municipal Court Services Advisory Committee recommends the following appointment to the position of Municipal Prosecutor to the Shared Court for January 1, 2023 – December 31, 2023.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Peapack and Gladstone, County of Somerset, State of New Jersey do hereby approve the appointment of the following to perform professional services for the Bedminster Township, Borough of Peapack and Gladstone, Borough of Bernardsville and Bernards Township Shared Municipal Court:

| <u>NAME</u> | <u>POSITION</u> |
|-----------------------|-----------------------------------|
| Stephen O. Davis | Municipal Prosecutor |
| DiFrancesco, Bateman | Annual Compensation: \$125,124.49 |
| 15 Mountain Boulevard | Full Tuesday & Full Thursday |
| Warren, NJ 07059 | |

Legal services in response to any Post-Conviction Relief Applications generated by the State v. Cassidy litigation will be billed separately at the rate of \$125.00 per hour.

NOW THEREFORE, BE IT FURTHER RESOLVED that the appointment of Mr. Davis is expressly contingent upon the continuation of a shared court agreement between Bedminster Township, Peapack-Gladstone Borough, Bernardsville Borough and Bernards Township and the appointment of Mr. Davis as Prosecutor by Bedminster Township, Borough of Bernardsville and Bernards Township.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER, RMC
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR



DiFrancesco Bateman

Kunzman, Davis, Lehrer & Flaum, P.C.

MEMBERS OF THE FIRM

Donald T. DiFrancesco
Christopher "Kip" Bateman
Steven A. Kunzman
Stephen O. Davis
Jeffrey B. Lehrer
Richard P. Flaum
Martin Allen
Albert E. Cruz
Timothy P. Beck
Richard J. Guss
Paul R. Rizzo
Richard R. Ahlster
Lisa M. Fittipaldi
William J. Willard
Matthew C. Dorci
V. Anthony DiGirolamo

OF COUNSEL

Jeffrey W. Pompeio
Harriet Dorman, J.S.G. (Ret.)
Richard Pompilio
Susan F. Bateman
Kolly M. Carey
William P. Robertson
Michael L. Marcus
Philip E. Stern

RETIRED
Edwin D. Kunzman
John E. Coley, Jr.
Harry A. Yospin

ASSOCIATES

Sandra Belli
John J. Russo
Nicholas Pompilio
Brian C. Glcos
Kevin A. McDonald
Robert P. Manetta
Edward W. Purcell
Andrew W. Miller
Brian S. Davis
Amy A. Pujaro
Alyssa L. Chabak

MEMBERS OF THE NEW JERSEY BAR

[] also NY [] also PA [] also DC [] also TX
◆ LLM-Taxation [] also MD
* Chief Financial Officer
◆ Certified by the Supreme Court of NJ
as a Civil Trial Attorney
◆ Certified by the Supreme Court of NJ
as a Criminal Trial Attorney

15 Mountain Boulevard
Warren, New Jersey 07059

Telephone: (908) 757-7800
Fax: (908) 757-8039

www.newjerseylaw.net

Stephen O. Davis
Member of the Firm
Certified by the Supreme Court
of NJ as a Civil Trial Attorney
Extension 142
sdavis@newjerseylaw.net

Sent via Hand Delivery

November 7, 2022

Township of Bedminster
Sarah Housman, Qualified Purchasing Agent
One Miller Lane
Bedminster, NJ 07921

Re: Request for Municipal Prosecutor Proposal (RFP) - 2023
Bedminster Township

Dear Ms. Housman:

Pursuant to the issuance of the Notice of RFP for the position of Municipal Prosecutor for 2023, I enclose herewith an original and one copy of the following:

1. Proposal Cost Form/Signature Page.
2. Fee Schedule.
3. Stockholder Disclosure.
4. Non-Collusion Affidavit.
5. EEO/Affirmative Action.
6. Certificate of Employee Information Report.
7. Business Registration Certificate.
8. Proof of Licensure.
9. References.
10. Proposal Checklist.
11. Disclosure Investments in Iran.

12. Qualification Statement.

We would ask that you kindly present our Contract Proposal to the Township Committee for review and approval.

If our proposal for Professional Services is accepted by the Township Committee, kindly return the executed proposed Contract with any further requirements or documentation that the Township may require.

We wish to thank you and the entire Township Committee for considering our proposal.

Respectfully submitted,



STEPHEN O. DAVIS

SOD:fm

Enc.

TOWNSHIP OF BEDMINSTER
PROPOSAL COST FORM/SIGNATURE PAGE

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:


The undersigned is a ^(Corporation)
(Partnership) under the laws of the State of New Jersey having its
^(Individual)
Principal office at 15 Mountain Boulevard, Warren, NJ

DiFrancesco Bateman Kunzman Davis Lehrer & Flaum
Company

22-2084495

Federal I.D. # or Social Security #

15 Mountain Boulevard, Warren, New Jersey 07059
Address


Signature of Authorized Agent

Stephen O. Davis, Esq.
Type or Print Name

Managing Partner

Title of Authorized Agent

11/7/22
Date

908-757-7800

Telephone Number

sdavis@newjerseylaw.net

Email Address

908-757-8039

Fax Number

DIFRANCESCO, BATEMAN

PROPOSED COMPENSATION AND FEE SCHEDULE.

During its analysis of the Compensation Proposal to be submitted by the Firm, the Firm has taken into consideration the fact it has served as Prosecutor for each of the municipalities which currently comprise the shared Court in an individual capacity. In that context, we ask that Bedminster and those members of the Committee who will be reviewing this Firm's Cost Proposal consider that, at the point in time when this Firm provided services to each of the individual municipalities, its annual compensation was as follows:

- Bedminster Township \$32,536.43
- Peapack-Gladstone \$28,000.00
- Borough of Bernardsville \$22,700.00
- Bernards Township \$41,888.06

While the Firm is certainly cognizant of Bedminster's desire to provide the Prosecuting services of the shared Court in the most economical and efficient manner, the Firm is presenting a proposal which takes that into consideration, but also is mindful of the costs of the Firm of the manpower that will be required to properly service 4 municipalities with the same level of service we provided over the last 30 years. Candidly, the fact that the Courts are operated on a shared basis on multiple days does not, in any way, reduce the amount of time that the members of the Firm need to devote to providing the necessary services other than the travel time. The amount of non-court time to produce discovery, discuss matters with police officers and defense counsel remains the same. Generally, the amount of time devoted to dispose of the individual cases generated by each municipality will remain the same. The Firm is, however, cognizant of Bedminster's need to provide the municipal prosecuting services in the most efficient and economical services; therefore, the Firm is not presenting a proposal which would essentially aggregate the salaries previously received in each of the municipalities when the services were provided individually. The Firm's total salaries for prosecuting services for the current four (4) court members was \$125,124.49.

Nonetheless, the Firm would ask that Bedminster understand that the Firm has a very active and successful municipal and litigation practice the designated Prosecutor is a critical component of those practice groups. We are proposing a Fee Schedule that will contemplate that there will be one attorney who will generally be handling the prosecuting services required under the RFP.

Taking all of those factors into consideration, the Firm is proposing to maintain its current compensation schedule as follows:

Full Day Tuesday Session and Full Day Thursday Session (9am- 4 pm) - \$95,888.06.

In addition, the Firm is requesting that, in the event it is required to provide legal services to any of the municipalities in response to any Post-Conviction Relief Applications generated by the State v. Cassidy litigation as mandated by the Attorney General's Office, AOC and the New Jersey Supreme Court that it be permitted to bill those services on an hourly basis at the rate of \$125.00 per hour. The Firm has suggested this reduced hourly fee in an effort to provide savings to the municipalities should those services be necessary. Rather than arbitrarily including an additional lump sum fee in the salaries requested above for the Cassidy services, we are requesting the ability to bill them separately should the need ever arise. This would obviate the need for Bedminster to pay for the services if they never are required.

OWNERSHIP DISCLOSURE FORM

| | | | |
|-----------|---|-------|-------|
| NAME | DiFrancesco Bateman Kunzman Davis Lehrer & Flaum PC | | |
| ADDRESS 1 | 15 Mountain Boulevard | | |
| ADDRESS 2 | | | |
| CITY | Warren | STATE | NJ |
| | | ZIP | 07059 |

RFP SOLICITATION #: _____

VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO

COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. | | |
| IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2-4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. If you answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |
- IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

| | | | |
|-----------|-----------------------|-------|-------|
| NAME | Donald T. DiFrancesco | | |
| ADDRESS 1 | 6 Forest Drive | | |
| ADDRESS 2 | | | |
| CITY | Warren | STATE | NJ |
| | | ZIP | 07059 |

| | | | |
|-----------|---------------------------|-------|-------|
| NAME | Christopher "Kip" Bateman | | |
| ADDRESS 1 | 309 Bebe Court | | |
| ADDRESS 2 | | | |
| CITY | Neshanic Statio | STATE | NJ |
| | | ZIP | 08853 |

| | | | |
|-----------|--------------------|-------|-------|
| NAME | Stephen O. Davis | | |
| ADDRESS 1 | 223 Carol Jean Way | | |
| ADDRESS 2 | | | |
| CITY | Branchburg | STATE | NJ |
| | | ZIP | 08876 |

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

| | | | | | |
|---------------------|--------------------|--------------|----|------------|-------|
| ENTITY NAME | Richard P. Flaum | | | | |
| PARTNER NAME | | | | | |
| ADDRESS 1 | 44 Park View Drive | | | | |
| ADDRESS 2 | | | | | |
| CITY | Warren | STATE | NJ | ZIP | 07059 |

| | | | | | |
|---------------------|--|--------------|--|------------|--|
| ENTITY NAME | | | | | |
| PARTNER NAME | | | | | |
| ADDRESS 1 | | | | | |
| ADDRESS 2 | | | | | |
| CITY | | STATE | | ZIP | |

| | | | | | |
|---------------------|--|--------------|--|------------|--|
| ENTITY NAME | | | | | |
| PARTNER NAME | | | | | |
| ADDRESS 1 | | | | | |
| ADDRESS 2 | | | | | |
| CITY | | STATE | | ZIP | |

Attach Additional Sheets if Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

| <u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u> | <u>PAGE #</u> |
|---|---------------|
| | |
| | |
| | |

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Township of Bedminster is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Township to notify the Township 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter Vendor ID as a signature)

Date

Stephen O. Davis, Esq. / Managing Partner

Print Name and Title

22-2084495

FEIN/SSN

11/7/22

**TOWNSHIP OF BEDMINSTER
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

State of New Jersey

County of Somerset

I, Stephen O. Davis
(Name of Affiant)

residing in Branchburg
(Name of Municipality)

in the County of Somerset

and State of New Jersey of full age,

being duly sworn according to law on my oath depose and say that:

I am Managing Partner
(Title or Position)

of the Company of DiFrancesco Bateman Kunzman Davis
(Name of Firm/Company) Lehrer & Flaum

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____

(Contract #)

and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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 Bedminster relies upon the truth of the statements contained in said

Proposal and in the statements contained in this affidavit in awarding the contract. 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 DiFrancesco Bateman Kunzman
Davis Lehrer & Flaum (Name of Firm/Company)


(Signature of Affiant)

Stephen O. Davis, Esq.

(Type of Print Name of Affiant)

TOWNSHIP OF BEDMINSTER
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?
If yes, please submit a photo static copy of such approval.

Yes, ☐ No ☐

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?
If yes, please submit a photo static copy of such approval.

Yes, ☐ No ☐


3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 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.

COMPANY: Davis Lehrer & Flaum SIGNATURE: 

PRINT NAME: Stephen O. Davis, Esq. TITLE: Managing Partner

DATE: 11/7/22

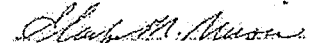
Certification 5312

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-Aug-2022 to 15-Aug-2025

DIFRANCESCO,BATEMAN,COLEY,YOSPIN,
15 MOUNTAIN BOULEVARD
WARREN NJ 07059




ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:

DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS

ADDRESS:

15 MOUNTAIN BLVD
WARREN NJ 07059-5511
EFFECTIVE DATE

10/14/75

TRADE NAME:

SEQUENCE NUMBER

ISSUANCE DATE

09/23/75

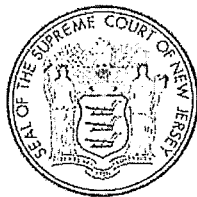
FORM REG

JUL 20 1975

Director
New Jersey Division of Revenue

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON NJ 08646

Supreme Court of New Jersey



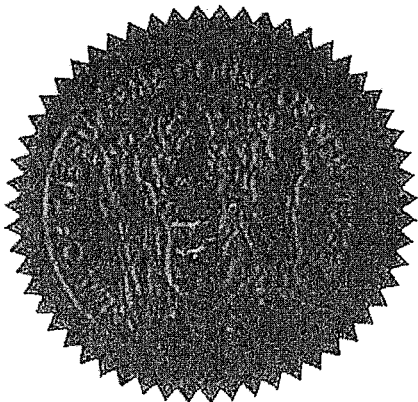
Certificate of Good Standing

This is to certify that **Kevin Peter Hewitt**
(No. **080112013**) was constituted and appointed an Attorney at Law of New Jersey on **December 6, 2013** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

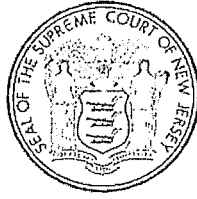
Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
9th day of June, 2022.



Heather J. Sale
Clerk of the Supreme Court

Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **Kevin Peter Hewitt**
(No. **080112013**) was constituted and appointed an Attorney at Law of New
Jersey on **December 6, 2013** and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if
the Court's records reflect that the attorney: 1) is current with all assessments imposed as a
part of the filing of the annual Attorney Registration Statement, including, but not
limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not
suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this
State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-
12.

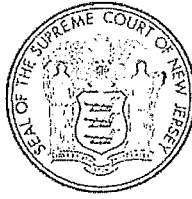
Please note that this Certificate does not constitute confirmation of an attorney's
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice
law in this State.

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
9th day of June, 2022.



Heather J. Baker
Clerk of the Supreme Court

Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **Richard Jay Guss**
(No. **024221986**) *was constituted and appointed an Attorney at Law of New Jersey on* **December 22, 1986** *and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.*

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.



*In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
9th day of June, 2022.*

Heather J. Baker
Clerk of the Supreme Court

Supreme Court of New Jersey



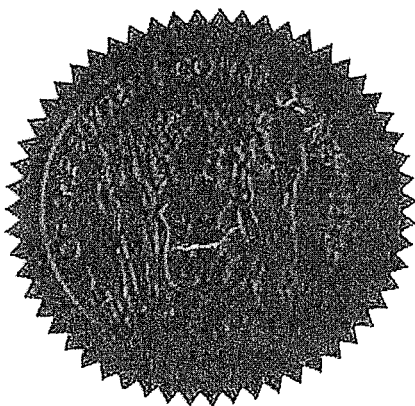
Certificate of Good Standing

This is to certify that **Stephen Osgood Davis**
(No. **029291984**) was constituted and appointed an Attorney at Law of New
Jersey on **December 20, 1984** and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if
the Court's records reflect that the attorney: 1) is current with all assessments imposed as a
part of the filing of the annual Attorney Registration Statement, including, but not
limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not
suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this
State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-
12.

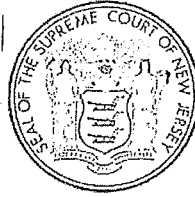
Please note that this Certificate does not constitute confirmation of an attorney's
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice
law in this State.

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
9th day of June, 2022.



Heather J. Baker
Clerk of the Supreme Court

Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **Brian S Davis**
(No. **087502014**) *was constituted and appointed an Attorney at Law of New Jersey on* **January 9, 2014** *and, as such,*
has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.



*In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
9th day of June, 2022.*

Heather J. Baker
Clerk of the Supreme Court

DIFRANCESCO, BATEMAN

REFERENCES INCLUDING CONTACT NAMES, TITLES AND PHONE NUMBERS

Branchburg, Gregory Bonin, Administrator, 2010-Present, (908) 526-1300.

Watchung, James Damato, Administrator, 2000-Present, (908) 756-0080.

Hillsborough, Anthony Ferrera, Administrator (908) 369-4313

**TOWNSHIP OF BEDMINSTER
RFP DOCUMENT CHECKLIST**

**FAILURE TO SUBMIT ANY OF THESE ITEMS IN RED IS MANDATORY CAUSE
FOR REJECTION OF RFP**

Stockholder Disclosure Certification
Non-Collusion Affidavit
Required Evidence EEO/Affirmative Action Regulations Questionnaire-
Submit Copy of State Certificate of Employee Information Report
Proposal Cost Form/Signature Page
Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)
Disclosure of Investment Activities in Iran - submit with RFP Response

MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

Business Registration Certificate - Designated Subcontractor(s) -
Prefer with RFP Response. Required by Law prior to award of contract
License(s) or Certification(s) Required by the Specifications - RFP Response
Certificates of the Required Insurance Naming Township Additionally Insured - Prefer
with RFP
Evidence of Medical Malpractice or Professional Liability Insurance - supply
certificate prior to processing a purchase order

READ ONLY

Americans With Disability Act of 1990 Language

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

DiFrancesco Bateman Kunzman

Name of Respondent: Davis Lehrer & Flaum, PC

Date: 11/7/22

By Authorized Representative: Stephen O. Davis

Signature: 

Print Name & Title: Stephen O. Davis, Esq./Managing Partner

TOWNSHIP OF BEDMINSTER

Disclosure of Investment Activities in Iran

Bidder Name:

DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum PC

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal 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 of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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 Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. 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 bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran 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 Bedminster 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 Bedminster to notify the Township of Bedminster 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 Bedminster and that the Township of Bedminster at its option may declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|---------------------------|---|---------------|------------------|
| Full Name (Print): | Stephen O. Davis, Esq. | Title: | Managing Partner |
| Signature: |  | Date: | 11/7/22 |

**QUALIFICATION STATEMENT AND PROPOSAL in RESPONSE to
RFP for MUNICIPAL PROSECUTOR FOR THE SHARED MUNICIPAL
COURTS OF BEDMINSTER TOWNSHIP, PEAPACK-GLADSTONE
BOROUGH, BERNARDS TOWNSHIP AND THE BOROUGH OF
BERNARDSVILLE**

Proposal of DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, PC to the
Request for Proposal Issued by the Township of Bedminster.

1. Contact Information

DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, PC
Attn: Stephen O. Davis, Esq.
15 Mountain Boulevard
Warren, New Jersey 07059
(908) 757-7800
(908) 757-8039
sdavis@newjerseylaw.net

2. Executive Summary

DiFrancesco, Bateman has provided legal services to multiple municipalities throughout the State of New Jersey for the last 60 years. The Firm enjoys an excellent reputation in the representation of municipal, governmental and their individual units or departments. The Firm presently represents in excess of 20 municipalities in various capacities from Township Attorney to Special Counsel for litigation, COAH, tax appeals, prosecuting and land use litigation issues. The Firm currently serves as General Counsel to the Suburban Municipal and Somerset County JIFs. In addition, the Firm handles the defense of litigation involving municipal entities, their departments and/or employees directly at the request of municipalities, insurance carriers, JIFs and/or TPAs (QualCare, Scibal, Inservco).

The Firm is managed by Stephen O. Davis, Esq. There are currently four (4) equity owners of the Firm and each maintains greater than a ten percent (10%) interest in the Firm. None of the Firm's principals and/or employees are related to any Bedminster Township Committee members.

The Firm and its members have served in the capacity of Municipal Prosecutor in excess of 20 municipalities in Somerset, Hunterdon, Morris and Union Counties

for the past 60 years. Three of the current partners, who serve as Municipal Prosecutors, are former County Prosecutors in Union and Somerset Counties. The Firm previously or continues to serve as Municipal Prosecutor in the following municipalities:

- | | |
|-----------------------|---------------------|
| • Bernards Township | • Scotch Plains |
| • Bedminster Township | • Watchung |
| • Bernardsville | • Warren |
| • Peapack-Gladstone | • Randolph |
| • Far Hills | • Chatham |
| • Bridgewater | • Manville |
| • Branchburg | • Bound Brook |
| • Montgomery | • Kingwood Township |
| • Hillsborough | • Green Brook |
| • Readington | • Rocky Hill |

Most importantly, the Firm has served as Municipal Prosecutor in all of the municipalities which currently constitute Bedminster's shared Court. The Firm's Managing Partner, Stephen Davis, Esq., served as Municipal Prosecutor in Bedminster from 1990 through 2008. Richard Guss, Esq. served as the Municipal Prosecutor in Bedminster for nine (9) years. Kevin Hewitt, Esq. has served as the Prosecutor for the Shared Court since 2022. The Firm served as the Prosecutor in Peapack-Gladstone for many years. The Firm also served as the Prosecutor in the Township of Bernardsville for two (2) years until Bernardsville merged with the Bedminster shared Court. The Firm has served as the Prosecutor in Bernards Township from 1999 to the present.

The Firm's service to these municipalities as Prosecutor has provided us with an extensive amount of interaction with the police department and municipalities. The Firm maintains a strong working relationship with each of the police departments and, to the best of the Firm's knowledge, enjoys an excellent reputation amongst each of the police departments whom we have worked with for years and served. While the bulk of municipal prosecutor's time is spent interacting with the public, counsel and the Judge in Court or virtual court sessions post the Covid pandemic, there is also a significant amount of time that a Municipal Prosecutor is required to answer questions for police officers on search, charging, arrest and DWI issues. The Firm has many years of experience interacting with other municipal departments within the given municipalities on zoning, health, animal control and other issues that may come before the Municipal Court. The Firm has obviously also served as counsel for all of the

municipalities that comprise the Shared Court and their different departments and boards.

The Firm currently has six members who serve as Municipal Prosecutors in various municipalities. Traditionally, several of these individuals are named as Alternate Prosecutors in each municipality which allows a municipality and courts to enjoy the continuity of dealing with the same group of attorneys should a substitute prosecutor be necessary.

The Firm has extensive experience in handling litigation that arises in the day-to-day functioning of municipalities and their police departments and employees. The Firm has diverse experience in handling claims relating to general liability (premises, auto), police liability (false arrests, malicious prosecution, Section 1983), and employment. The Firm has an extensive trial practice. Five (5) of its members are certified by the New Jersey Supreme Court as trial attorneys. The Firm regularly practices in both Federal and State Courts throughout the State of New Jersey.

The Firm employs a total of approximately 60 individuals. Presently there are 34 attorneys who practice with the Firm, in addition to our support staff. The Firm's extensive portfolio of clients provides a very stable financial platform for the Firm's long term success. The Firm is pleased to report that there are no professional liability or EPL claims pending against the Firm nor are any anticipated. The Firm has no liens nor judgments against it and has never been involved in a bankruptcy proceeding. The Firm maintains compliance with all applicable affirmative action requirements on an annual basis.

3. Staffing Plan Listing

a. Designation of all persons responsible for providing services required under the Agreement.

Kevin Hewitt, Jr., Esq. will be the designated officer responsible for all services rendered.

- b. **Biographical information for members of the Firm who will provide legal services to Bedminster as potential Alternate Prosecutors under the RFP:**

Kevin Hewitt, Jr.

Born 1987

Michigan State University, B.A., 2009

Thomas Cooley Law School, J.D., 2012

Admission to New Jersey Bar, 2013

Admission to Michigan Bar, 2013

Prosecutor, Bedminster Township Shared Court 2022 - Present

Richard J. Guss

Born 1961

Muhlenberg College, A.B., 1983

Seton Hall University School of Law, J.D., 1986

Admission to New Jersey Bar, 1986

Member, Somerset County Bar Association

Member, New Jersey Defense Association

Assistant Prosecutor, Somerset County, 1986 - 1989

Assistant Prosecutor, Township of Bridgewater, 1995

Prosecutor, Borough of Watchung, 1999 - Present

Prosecutor, Township of Bedminster, 2007 - 2015

Member, Board of Education, Township of Bridgewater

Prosecutor, Township of Green Brook, 2010 - Present

Brian S. Davis

Born 1988

Villanova University, B.A., 2010

Seton Hall University School of Law, J.D., 2013

Admission to New Jersey Bar, 2014

Admission to New York Bar, 2017

Prosecutor, Readington Township

Alternate Prosecutor, Bernards Township, Bridgewater &

Branchburg

Stephen O. Davis

Managing Shareholder for Firm

Born 1959

Muhlenberg College, A.B., 1981

Seton Hall University School of Law, J.D., 1984

Admission to New Jersey Bar, 1984

Admission to Pennsylvania Bar, 1984

Admission to United States Court of Appeals, Third Circuit

Member, American Bar Association

Member, New Jersey State Bar Association

Member, Somerset County Bar Association

Member, Defense Research Institute

Member, Defense Association of New Jersey

Member, Somerset County Civil Practice Committee

Certified by the Supreme Court of New Jersey as a Civil Trial Attorney

Assistant Prosecutor, Union County, 1984 - 1985

Prosecutor, Bedminster Township, 1990 - 1993 and 1998 - 2008

Prosecutor, Bernardsville Borough - 2013 - 2015

Prosecutor, Bernards Township, 1999 - present

4. Description of Vendor's Experience

The DiFrancesco, Bateman Firm has been providing prosecuting services to municipalities throughout the State of New Jersey for over 60 years. The Firm is well positioned to provide prosecuting services required by a municipal entity based upon its prior experience and the multiple attorneys who practice municipal law and/or its related fields.

The Firm obviously has an extensive amount of experience as Municipal Prosecutor. In addition to extensive court room and trial experience of the individuals proposed to provide services, the Firm also maintains staff members dedicated to servicing municipalities which is a critical component of the successful and efficient operation of a Municipal Court. Several of the Firm members have been providing services as Municipal Prosecutors in excess of 30 years. Over the course of the last 30 years, the role of the Municipal Prosecutor has certainly changed and is a far more labor intensive process. While the perception may be that the only services that a Municipal Prosecutor provides are during a Court session, nothing can be further from the truth. We would reasonably estimate that only 60% to 70% of the time that is devoted to servicing a given municipality involves the actual court appearances. The balance of the

time that is necessary to properly and ethically serve as a Municipal Prosecutor involves an extensive amount of work in responding to discovery demands in both local and State Police discovery cases. All discovery required on State Police matters must be obtained through the Municipal Prosecutor via the E-Discovery System which the State Police adopted approximately 5 years. This requires all State Police discovery demands to be uploaded to a website and then to monitor that website periodically to determine when the responses have been uploaded. Our staff is then required to not only print the paper discovery and serve it, but also duplicate all videos and audio recordings that are provided. The process of duplicating the recordings of mobile video recordings (MVRs) of the State Police vehicles is an extremely time consuming process. We have experienced certain matters where there are actually 5 to 10 videos from 5 to 10 separate police vehicles that must be duplicated, reviewed and disseminated. The duplication process alone can take hours. The ultimate review of those video tapes takes several hours.

To properly provide timely and efficient discovery responses to defense counsel will require at least 1 or 2 dedicated staff members in addition to the role of the Municipal Prosecutor. A shared court obviously presents a more significant burden upon the Prosecutor and the staff as the number of requests for discovery is significantly multiplied.

In addition to the extensive amount of work that is necessary to obtain and respond to discovery, a Municipal Prosecutor is obviously required to respond to any and all motions to suppress, dismiss, PCR applications and any varied number of motions. To the extent the Court requires briefing of any issues on the motions, there can often at times be many hours spent researching and preparing the necessary motion.

Most importantly, you should recognize that due to a prior directive of the New Jersey Attorney General's Office and the Administrative Office of the Courts, an additional substantial burden has been placed upon Municipal Prosecutors. Such burden is as a result of the State v. Cassidy litigation that was commenced with respect to deficiencies in the State Police Breath Test Coordinator's (Sgt. Dennis) testing of the Alcotest Units used throughout Somerset, Hunterdon, Middlesex and Monmouth Counties. As a result of that litigation, approximately 20,000 DWI cases are now affected. There are thousands of cases that have been identified as being subject to Post-Conviction Relief Applications. The Attorney General's Office unilaterally decided that the burden for responding to those PCR applications will fall upon the individual Municipal Prosecutors in the municipalities where the summonses were issued,

despite the fact that it was the actions of N.J.S.P. Sgt. Dennis that created the issue. The procedure that has been put into effect by the New Jersey Supreme Court and the Attorney General's Office will require potential time consuming involvement by the Municipal Prosecutor in both evaluating proofs in previously disposed DWI cases, determining whether or not the cases can be re-prosecuted, making recommendations to the Attorney General's Office and, when necessary, appearing in Superior Court to argue in opposition to motions for Post-Conviction Relief asserted by any of the affected defendants. Fortunately, the municipalities that currently constitute the Bedminster shared Court appear to have only a limited number of cases. Nonetheless, the cost proposal that has been presented also includes a separate provision for an hourly rate for any work required by the Attorney General and New Jersey Supreme Court with respect to the Post-Conviction Relief Applications generated by the State v. Cassidy litigation.

Positively, we would report that, to date, there has been very limited activity on those PCR Applications.

5. Description of Resources of Vendor

The Firm's location in the central portion of the State provides it with easy access to all municipalities and counties throughout the State. The Firm maintains a statewide practice and regularly appears in State and Federal Courts throughout New Jersey. The Firm has been providing litigation and general counsel services to multiple municipalities in excess of 50 years. In addition to our 34 attorneys, the Firm has a very experienced support staff including administrative assistants, paralegals and financial support. The majority of staff members have been with the firm in excess of 20 years. The Firm utilizes state of the art computer resources including Lexis, Nexis and Juris. The Firm can accommodate any form of electronic billing and maintains continuous electronic (e-mail) contact with all clients as required. The Firm maintains a very stable financial posture generated, in large part, by the continuity of its client portfolio which, despite the economic downturn, has remained extremely loyal to the Firm.

6. **The Location of the Office**

The primary office of the Firm is located in Warren Township, Somerset County. The Firm has an excellent reputation throughout the State is generally recognized as one of the preeminent municipal firms. The Firm handles the defense of governmental liability, tort claim, personal injury, property damage claims throughout the State including, but not limited to, both Federal and State Courts located in the central and north jersey areas of the State. The Firm is not registered as a small business enterprise with the New Jersey Commerce and Economic Growth Commission.

The Firm also maintains the following additional offices:

Hunterdon County Office: Countryside Plaza, 361 Rt. 31, Flemington, NJ 08822

Ocean County Office: 638 Mantoloking Road, Brick, NJ 08724

Sussex County Office: 1 Professional Quad, Suite 3, Sparta, NJ 07871

SUBMITTED BY: _____



STEPHEN O. DAVIS, ESQ.

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 246-22

TITLE: RESOLUTION APPOINTING A PUBLIC DEFENDER FOR THE SHARED COURT IN THE YEAR 2023

WHEREAS, there is a need for the appointment of a Public Defender for the Bedminster Township, Borough of Peapack and Gladstone, Borough of Bernardsville and Bernards Township Shared Municipal Court for the year 2023; and

WHEREAS, the Shared Municipal Court Services Advisory Committee recommends the following appointment to position of Municipal Prosecutor to the Shared Court for 2023.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Borough Council do hereby approve the appointment of the following to perform professional services for the Bedminster Township, Borough of Peapack and Gladstone, Borough of Bernardsville and Bernards Township Shared Municipal Court for 2023:

NAME

POSITION

Scott C. Mitzner
Mitzner & Mitzner, P.A.
786 Mountain Blvd., #101a

Public Defender
Annual Compensation: \$30,000.00

NOW THEREFORE, BE IT FURTHER RESOLVED that the appointment of Mr. Mitzner is expressly contingent upon the continuation of a shared court agreement between Bedminster Township, Peapack and Gladstone Borough, Bernardsville Borough and Bernards Township and the appointment of Mr. Mitzner as Public Defender by Bedminster Township, Borough of Bernardsville and Bernards Township.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

MITZNER & MITZNER

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW
786 MOUNTAIN BOULEVARD
SUITE 101A
WATCHUNG, NJ 07069

MICHAEL J. MITZNER *
NJ ATTORNEY ID # 248991968

SCOTT C. MITZNER ^Δ
NJ ATTORNEY ID # 025541996

* NJ & NY BAR
^Δ NJ & FL BAR

(908)668-9985
FAX: (908)668-9986
EMAIL: MITZNERANDMITZNER@GMAIL.COM

October 19, 2022

VIA FEDERAL EXPRESS

Township of Bedminster
ATTENTION: Sarah Housman, Qualified Purchasing Agent
One Miller Lane
Bedminster, New Jersey 07921

Re: RFP - Public Defender

Dear Ms. Housman:

I am enclosing an original and copy of my completed RFPs and accompanying documentation for the Shared Court Public Defender Position for 2023. I have also included my resume and Qualification Statement as well. I am also more than happy to provide references, including Judges, Prosecutors, court staff, and clients if you would like. It is truly my pleasure to serve as Public Defender for the Shared Municipal Court, and I hope that I can continue in this position.

Thank you in advance for your anticipated cooperation in reviewing the attached Contract and additional documentation. If you have any questions, or require any further information, please do not hesitate to contact me.

Very truly yours,


Scott C. Mitzner
Public Defender

SCM/fl
Enclosures

TOWNSHIP OF BEDMINSTER
PROPOSAL COST FORM/SIGNATURE PAGE

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services per the attached schedule of fees for the following:

The undersigned is a (Corporation)
(Partnership) under the laws of the State of New Jersey having its
(Individual)

Principal office at _____

Mitzner & Mitzner, P.A.
Company

142-60-2524
Federal I.D. # or Social Security #

786 Mountain Boulevard, Suite 101A, Watchung, NJ 07069
Address


Signature of Authorized Agent

Scott C. Mitzner
Type or Print Name

Scott C. Mitzner
Title of Authorized Agent

10/18/2022
Date

(908)668-9985
Telephone Number

mitznerandmitzner@gmail.com
Email Address

(908)668-9986
Fax Number

CONTRACT FOR PROFESSIONAL SERVICES

MUNICIPAL PUBLIC DEFENDER

BETWEEN:

TOWNSHIP OF BEDMINSTER IN THE COUNTY OF SOMERSET, a
Municipal Corporation of the State of New Jersey, hereinafter designated as
"Contracting Unit"

AND:

SCOTT C. MITZNER, c/o Mitzner & Mitzner, P.A., 786 Mountain Boulevard, Suite
101A, Watchung, New Jersey 07069, hereinafter designated as "Attorney"

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants
herein expressed, the Contracting Unit and the Attorney agree as follows:

1. Scope of Employment:

- a. The Attorney is hereby retained by the Contracting Unit to act as Public Defender for Bedminster Township, Peapack-Gladstone Borough, Bernardsville Borough and Township of Bernards in the Bedminster Township Shared Municipal Court and to complete all preparation work for those appearances. The attorney will provide representation to all indigent people who are facing consequences of magnitude in the Shared Municipal Court. The attorney will complete all matters required of a Municipal Public Defender.

2. Term.

- a. This contract shall cover the time period January 1, 2023 through December 31, 2023.

3. Consideration.

- a. For the services set forth in paragraph 1 above, the consideration shall be in accordance with the following schedule:
 - i. The yearly salary of \$30,000.00 shall be paid to the Attorney for all legal work required by Section 1: Scope of Employment.

4. Assignment.

- a. This contract shall not be assigned by the Attorney.

5. Special Provisions.

- a. In the event the Attorney shall be unable to fulfill his duties as required hereunder because of illness, conflict of interest or any other valid reason, he may designate another attorney at law to serve temporarily or for any specific purpose hereunder, which designation shall be subject to approval by the Contracting Unit.
- b. The Attorney hereby specifically agrees to turn over to the Contracting Unit all files, records and other documents or matters whatsoever developed or accumulated while in the employ of the Contracting Unit and pertaining to any and all work performed by it while acting on behalf of the Contracting Unit when its employment with the Contracting Unit is terminated. The Attorney may copy the said files at his expense.

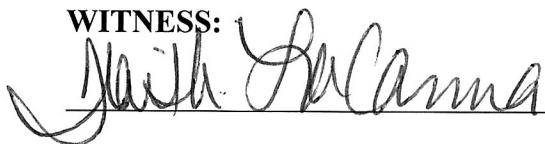
IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, this _____ day of _____, 20__.

ATTEST:

**TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF BEDMINSTER IN
THE COUNTY OF SOMERSET**

By: _____

WITNESS:



SCOTT C. MITZNER, ESQ.

By: 

Scott C. Mitzner, Esq.

OWNERSHIP DISCLOSURE FORM

| | | | |
|-----------|------------------------------------|-------|-------|
| NAME | Mitzner & Mitzner, P.A. | | |
| ADDRESS 1 | 786 Mountain Boulevard, Suite 101A | | |
| ADDRESS 2 | | | |
| CITY | Watchung | STATE | NJ |
| | | ZIP | 07069 |

RFP SOLICITATION #: _____

VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX.
ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO
COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FOR IS NOT REQUIRED.

- | | YES | NO |
|---|-------------------------------------|-------------------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTION 2-4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. If you answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTION 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

| | | | |
|-----------|------------------|-------|-------|
| NAME | Scott C. Mitzner | | |
| ADDRESS 1 | 3 Paddock Court | | |
| ADDRESS 2 | | | |
| CITY | Basking Ridge | STATE | NJ |
| | | ZIP | 07920 |

| | | | |
|-----------|----------------------|-------|-------|
| NAME | Michael J. Mitzner | | |
| ADDRESS 1 | 115 Hill Hollow Road | | |
| ADDRESS 2 | | | |
| CITY | Watchung | STATE | NJ |
| | | ZIP | 07069 |

| | | | |
|-----------|--|-------|--|
| NAME | | | |
| ADDRESS 1 | | | |
| ADDRESS 2 | | | |
| CITY | | STATE | |
| | | ZIP | |

Attach Additional Sheets If Necessary

PART 2 continued
PARTNERSHIPS / CORPORATIONS / LIMITED LIABILITY COMPANIES

| | | | |
|--------------|-------|-----|--|
| ENTITY NAME | | | |
| PARTNER NAME | | | |
| ADDRESS 1 | | | |
| ADDRESS 2 | | | |
| CITY | STATE | ZIP | |

| | | | |
|--------------|-------|-----|--|
| ENTITY NAME | | | |
| PARTNER NAME | | | |
| ADDRESS 1 | | | |
| ADDRESS 2 | | | |
| CITY | STATE | ZIP | |

| | | | |
|--------------|-------|-----|--|
| ENTITY NAME | | | |
| PARTNER NAME | | | |
| ADDRESS 1 | | | |
| ADDRESS 2 | | | |
| CITY | STATE | ZIP | |

Attach Additional Sheets if Necessary

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

PART 3
PUBLICLY TRADED PARENT COMPANY DISCLOSURE

Ownership disclosure (name and address) can be met by submitting the last annual filing of an SEC or similar foreign regulator document or providing the website link to such documents, and include relevant page numbers. See N.J.S.A 52:25-24.2.

| <u>TITLE OF ATTACHED DOCUMENTS OR WEBLINK</u> | <u>PAGE #</u> |
|---|---------------|
| | |
| | |
| | |

Attach Additional Sheets if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Township of Bedminster is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Township to notify the Township 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

10/18/2022

Signature (Do not enter Vendor ID as a signature)

Date

Scott C. Mitzner

Print Name and Title

142-60-2524

FEIN/SSN

**TOWNSHIP OF BEDMINSTER
NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)**

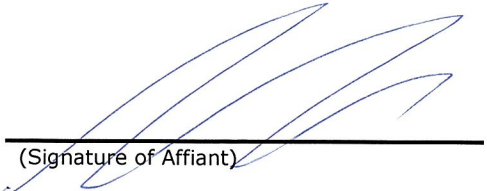
State of New Jersey
County of Somerset

I, Scott C. Mitzner residing in Basking Ridge
(Name of Affiant) (Name of Municipality)
in the County of Somerset and State of New Jersey of full age,

being duly sworn according to law on my oath depose and say that:

I am Vice President of the Company of Mitzner & Mitzner, P.A.
(Title or Position) (Name of Firm/Company)

the Bidder/Respondent making this Proposal for the Bid/RFP numbered _____ (Contract #)
and that I executed the said Proposal with full authority to do so; that said Bidder/Respondent 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 numbered 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 Bedminster relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the contract. 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 Mitzner & Mitzner, P.A.
(Name of Firm/Company)


(Signature of Affiant)

Scott C. Mitzner

(Type of Print Name of Affiant)

TOWNSHIP OF BEDMINSTER
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful respondents are required to submit evidence of appropriate affirmative action compliance to the Township and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the Township files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Township, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Township and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program?
If yes, please submit a photo static copy of such approval.

Yes, ☒ No ☐

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Township as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval?
If yes, please submit a photo static copy of such approval.

Yes, ☒ No ☐

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Township. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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 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.

COMPANY: Mitzner & Mitzner, P.A.

SIGNATURE: 

PRINT NAME: Scott C. Mitzner

TITLE: _____

DATE: 10/18/2022

TOWNSHIP OF BEDMINSTER
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 Township 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/contractcompliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

| | | | |
|---|--|---|--|
| | | Certification 111XX | |
| 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-DEC-20XX to 15-DEC-20XX | | | |
| SAMPLE COMPANY, INC. 33 WEST STATE STREET TRENTON, NJ 08625 | |   | |
| | | State Treasurer | |

TOWNSHIP OF BEDMINSTER

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. 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.

Certification 12249

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 2020 to 15 SEP 2027.

MITZNER & MITZNER, P.A.
786 MOUNTAIN BLVD., SUITE 101A
WALDHONG NJ 07069

Elizabeth M. Maher
ELIZABETH MAHER MUOIO
State Treasurer



TOWNSHIP OF BEDMINSTER

THESE ARE **SAMPLES** OF THE **ONLY** TWO ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES

PREFER SUBMITTED WITH RFP RESPONSE
REQUIRED BY LAW PRIOR TO AWARD OF CONTRACT

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS | | DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252 |
|---|---------------------|---|
| TAXPAYER NAME: | TRADE NAME: | |
| TAX REGISTRATION TEST ACCOUNT | CLIENT REGISTRATION | |
| TAXPAYER IDENTIFICATION#: | SEQUENCE NUMBER: | |
| 970-097-382/500 | 0107530 | |
| ADDRESS: | ISSUANCE DATE: | |
| 847 ROEBLING AVE TRENTON NJ 08611 | 07/14/04 | |
| EFFECTIVE DATE: | | |
| 01/01/01 | | |
| FORM-BRC(09-01) | | |

ACTING DIRECTOR *John S. Tully*

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

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | |
|--|---------------------------------------|
| Taxpayer Name: | TAX REG TEST ACCOUNT |
| Trade Name: | |
| Address: | 847 ROEBLING AVE TRENTON, NJ 08611 |
| Certificate Number: | 1093907 |
| Date of Issuance: | October 14, 2004 |
| For Office Use Only: | |
| 20041014112823533 | |

11/08/14

Taxpayer Identification# 142-602-524/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | | DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282 |
|--|--|--|
| TAXPAYER NAME: MITZNER, SCOTT C | TRADE NAME: | |
| ADDRESS: 3 PADDOCK COURT BASKING RIDGE NJ 07920-3713 | SEQUENCE NUMBER: 1084495 | |
| EFFECTIVE DATE: 08/26/04 | ISSUANCE DATE: 11/08/14 | |
| FORM-BRC | Director New Jersey Division of Revenue | |
| This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. | | |

**TOWNSHIP OF BEDMINSTER
RFP DOCUMENT CHECKLIST**

**FAILURE TO SUBMIT ANY OF THESE ITEMS IN RED IS MANDATORY CAUSE
FOR REJECTION OF RFP**

Stockholder Disclosure Certification

Non-Collusion Affidavit

Required Evidence EEO/Affirmative Action Regulations Questionnaire–

Submit Copy of State Certificate of Employee Information Report

Proposal Cost Form/Signature Page

Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)

Disclosure of Investment Activities in Iran - submit with RFP Response

MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED

Business Registration Certificate – Designated Subcontractor(s) –

Prefer with RFP Response. Required by Law prior to award of contract

License(s) or Certification(s) Required by the Specifications – RFP Response

**Certificates of the Required Insurance Naming Township Additionally Insured – Prefer
with RFP**

**Evidence of Medical Malpractice or Professional Liability Insurance - supply
certificate prior to processing a purchase order**

READ ONLY

Americans With Disability Act of 1990 Language

This checklist is provided for respondent's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the respondent of the need to read and comply with the specifications.

Name of Respondent: Scott C. Mitzner

Date: 10/18/2022

By Authorized Representative: _____

Signature: _____

Print Name & Title: Scott C. Mitzner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

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 Synergy Professional Associates, Inc. 100 Passaic Avenue Suite #145 Fairfield NJ 07004 | CONTACT NAME: Thomas Dattoli PHONE (A/C, No, Ext): (973) 995-0500 FAX (A/C, No): (973) 995-0501 E-MAIL ADDRESS: ThomasD@synergy-ins.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED Mitzner & Mitzner, P.A. 786 Mountain Boulevard Suite 101A Watchung NJ 07069 | <table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: U.S. Specialty Insurance Company</td><td>29599</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: U.S. Specialty Insurance Company | 29599 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: U.S. Specialty Insurance Company | 29599 | | | | | | | | | | | | | | |
| 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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | 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 <input checked="" type="checkbox"/> N/A | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability Insuranc | | U722-104095 | 07/30/2022 | 07/30/2023 | \$1,000,000 per claim \$1,000,000 aggregate |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Township of Bedminster One Miller Lane Bedminster NJ 07921 | 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 |
|--|---|

TOWNSHIP OF BEDMINSTER

Disclosure of Investment Activities in Iran

| | |
|---------------------|------------------|
| Bidder Name: | Scott C. Mitzner |
|---------------------|------------------|

Part 1: Certification

*BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.***

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal 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 of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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 Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. 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



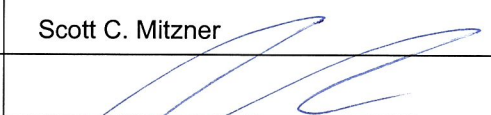
I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran 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 Bedminster 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 Bedminster to notify the Township of Bedminster 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 Bedminster and that the Township of Bedminster at its option may declare any contract(s) resulting from this certification void and unenforceable.

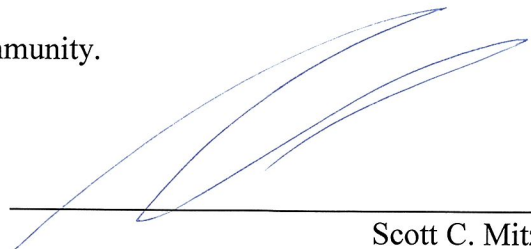
| | | | |
|---------------------------|---|---------------|------------|
| Full Name (Print): | Scott C. Mitzner | Title: | |
| Signature: |  | Date: | 10/18/2022 |

QUALIFICATION STATEMENT

As set forth in the enclosed resume, I am a partner with the law firm of Mitzner & Mitzner located in Watchung, New Jersey. This is a two lawyer firm, and we specialize in municipal court defense, criminal defense and police defense, with my partner also serving as Prosecutor for numerous municipalities in Union County. I currently serve as Public Defender for twenty municipalities, primarily located throughout Somerset County and Hunterdon County. The full listing of these municipalities is set forth on my resume.

There are various manners how I am paid for these positions including salary, hourly, per case, or per Court appearance. I have always tried to work with the governing bodies to determine the best fit for that particular Court or municipality. Several of these Courts are Joint Courts, and I am very practiced in working with different Police Records Departments to secure all necessary discovery and prepare cases. Names and contact information for representatives for these municipalities, as well as further details regarding forms of payment, can certainly be provided upon request.

I take great pride in serving as Public Defender for all of my municipalities and feel I provide a valuable and necessary service to the community.



Scott C. Mitzner

SCOTT C. MITZNER, ESQ.
3 PADDOCK COURT, BASKING RIDGE, N.J. 07920
(908) 451-2450

WORK EXPERIENCE:

MITZNER & MITZNER, P.A., Watchung, NJ - 1996 to Present

Partner in general practice law firm specializing in municipal court defense, criminal defense, and police defense.

PUBLIC DEFENDER for the following municipalities:

Township of Bedminster
Bernards Township
Township of Branchburg
Warren Township
Borough of Bernardsville
Borough of Peapack-Gladstone
Township of Hillsborough
Borough of Manville
Township of Montgomery
Township of Bridgewater – Conflict Public Defender
Borough of Far Hills
Readington Township
Clinton Township
Borough of High Bridge
Town of Clinton
Union Township
Hampton Boro
Lebanon Township
Tewksbury Township
Township of Winfield

EDUCATION:

VANDERBILT UNIVERSITY SCHOOL OF LAW, Nashville, TN - J.D. Degree, 1996

DUKE UNIVERSITY, Durham, NC - B.A. Degree in Political Science, 1993

PROFESSIONAL MEMBERSHIPS AND ORGANIZATIONS:

Admitted to practice law in New Jersey, Florida and the U.S. District Court, District of New Jersey

Bernards Township Republican Municipal Committee - Chair

Somerset County Republican Organization

Somerset County Bar Association Member

Municipal Court Committee - 1998 to Present, Prior Co-Chairman
Criminal Practice Committee

PBA Legal Defense Plan - Member Attorney

Speaker at numerous State, Somerset, Hunterdon and Union County Bar Association seminars

REFERENCES: Available upon request

BOROUGH OF PEAPACK AND GLADSTONE

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 247-22

TITLE: RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO A SHARED SERVICE SEWER SERVICE AGREEMENT WITH THE TOWNSHIP OF BEDMINSTER AND THE BOROUGH OF FAR HILLS FOR JANUARY 1, 2023 TO DECEMBER 31, 2024

WHEREAS, the Borough of Peapack & Gladstone, the Township of Bedminster and the Borough of Far Hills are desirous to enter into a shared services agreement for the Sewer Transmission System; and

WHEREAS, the Sewer Transfer Advisory Board (STAB) which has members from all three municipal entities has overwhelmingly committed support for and recommends the agreement; and

WHEREAS, the Township of Bedminster will be the designated lead agency.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Peapack & Gladstone, County of Somerset, State of New Jersey that it hereby authorizes the Mayor to execute and enter into the Agreement with the Township of Bedminster and the Borough of Far Hills from January 1, 2023 to December 31, 2024, which agreement is annexed hereto and made a part hereof subject to Municipal Attorney review and approval.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

**OPERATION AND MAINTENANCE SERVICES AGREEMENT
for the Sanitary Sewer Transmission System**

THIS MEMORANDUM OF AGREEMENT, made and entered into as of the ____ day of _____, 2022 by and between:

TOWNSHIP OF BEDMINSTER, having a principal place of business at One Miller Lane, Bedminster, NJ 07921, hereinafter referred to as "TOWNSHIP".

BOROUGH OF PEAPACK & GLADSTONE, located at 1 School St. Peapack, NJ 07977, hereinafter referred to as "BOROUGH".

BOROUGH OF FAR HILLS, located at 6 Prospect Street, Far Hills, New Jersey 07931, hereinafter referred to as "FAR HILLS".

RECITALS:

WHEREAS, the TOWNSHIP, as owner and operator, is responsible for the **Sanitary Sewer Transmission System** (SSTS) (the "System") as described in Appendix A, which attachment is appended hereto and made a part hereof; and

WHEREAS, the SSTS system provides for the transmission of sanitary sewer flow emanating from Bedminster, Peapack and Gladstone and Far Hills; and

WHEREAS, the SSTS system is governed by the Sewer Transmission Advisory Board ("STAB"), which consists of the Township of Bedminster, Borough of Peapack & Gladstone, and the Borough of Far Hills, pursuant to an Interlocal Agreement dated August 1, 1994; and

WHEREAS, the TOWNSHIP is responsible for overseeing the day-to-day operation and maintenance of the System; and

WHEREAS, the TOWNSHIP desires to enter into a shared services agreement with the Borough of Peapack & Gladstone and the Borough of Far Hills to provide certified personal personnel and equipment to efficiently provide repairs and maintenance to the System; and

WHEREAS, the TOWNSHIP, the BOROUGH and FAR HILLS wish to enter into this Agreement setting forth their respective rights, duties, privileges and responsibilities,

NOW, THEREFORE, in consideration of the agreements, terms and conditions stated herein, the parties agree as follows:

ARTICLE I — TERM

1.01 Term

The term of this Agreement shall be twenty-four (24) months commencing on January 1, 2023 and expiring on December 31, 2024.

ARTICLE 2 — SCOPE OF SERVICES

2.01 Operation and Maintenance of the System

The TOWNSHIP shall provide the services as detailed in this Agreement and more particularly in the Scope of Services attached hereto as **APPENDIX B** ("Services"). The TOWNSHIP shall inspect the System at all times on behalf of the STAB in compliance with Applicable Law and in accordance with the terms and provisions of this Agreement, subject to any Uncontrollable Circumstances, as defined herein, and the operating and design capability of the facilities comprising the System. TOWNSHIP shall at all times inspect the System in an efficient and economical manner and in accordance with prudent industry and utility practice.

In the event that the TOWNSHIP is not able, due to temporary lack of proper staffing, to fulfill the requirements in **ARTICLE 2**, the TOWNSHIP may request assistance from the BOROUGH using fees and/or charges as listed in **APPENDIX C**.

2.02 Regulatory Compliance

TOWNSHIP will adhere to all regulatory compliance. Subject to the limitations of this Section and the design capabilities, TOWNSHIP shall inspect the System in compliance with current state and federal regulatory requirements. TOWNSHIP will not be responsible for process upsets or violations that are attributable to:

1. User discharges to the System in violation of Applicable Law or TOWNSHIP's ordinances; (BH5-4.2 Prohibited Uses and Discharges; BH5-4.4 Discharge Other Than Domestic Waste)
2. Influent constituents or contaminants that are not within the design capabilities of the System or that cannot, within the design capabilities of the System, be treated to the degree required by Applicable Law, as amended from time to time; or
3. The malfunction or failure of equipment except to the extent due to the negligent acts, errors or omissions of TOWNSHIP.

TOWNSHIP shall pay any fines or civil penalties for violations imposed on the TOWNSHIP or BOROUGH by a regulatory agency having jurisdiction of the operation and maintenance of the System to the extent caused by the negligence or willful misconduct of TOWNSHIP. TOWNSHIP shall be given full authority to contest such violations.

2.03 Staffing

TOWNSHIP will provide properly Certified and Trained employees in accordance with wastewater transmission systems for the inspection of the System. Backup services will be provided by the BOROUGH with certified personnel. TOWNSHIP and BOROUGH will provide appropriate initial and ongoing training for their employees with respect to safety, supervisory skills, and regulatory compliance. BOROUGH shall be deemed to be independent from the TOWNSHIP for purposes of applicable wage, fringe benefit, and worker compensation laws.

If requested, BOROUGH will assist TOWNSHIP in obtaining or providing, or BOROUGH will obtain and provide with TOWNSHIP authorization, such Services so required, and BOROUGH will be paid for such Services as provided for in **APPENDIX C**.

ARTICLE III — RESPONSIBILITIES

3.01 TOWNSHIP Responsibilities

TOWNSHIP shall be responsible for:

1. Payment of all permitting fees
2. Facilities insurance
3. Capital Improvements to the System, inspection, operation, routine maintenance, and facility repairs of the System.
4. Maintaining all existing easements, licenses, warranties and all expenses pertaining to the System.
5. All Operation expenses.

3.02 BOROUGH Responsibilities

1. In the event that the TOWNSHIP is not able, due to temporary lack of proper staffing, to fulfill the requirements in ARTICLE 2, the TOWNSHIP may request assistance from the BOROUGH using fees and/or charges as listed in **APPENDIX C**.

ARTICLE IV — REPRESENTATIONS

4.01 TOWNSHIP Representations

TOWNSHIP hereby represents and warrants that:

1. TOWNSHIP has full power and authority to perform and observe its covenants contained in this Agreement, and
2. Has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and
3. This Agreement has been duly authorized, executed and delivered by TOWNSHIP and constitutes the legal, valid and binding obligation of TOWNSHIP, enforceable against it in accordance with its terms.
4. The authorization, execution and delivery do not and will not
 - a. violate any laws or any regulation, order, injunction or decree of any court, governmental body, agency or other instrumentality or
 - b. result in a breach of any of the terms and conditions of, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of TOWNSHIP pursuant to the terms of any agreement or other instrument to which TOWNSHIP is a party or by which TOWNSHIP or any of its properties is bound.

There is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, public board or body pending or threatened in writing against or affecting the TOWNSHIP on any basis thereof, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or that in any way would adversely affect the validity or enforceability of this Agreement.

ARTICLE V — INDEMNIFICATION

5.01 BOROUGH Indemnification

BOROUGH shall indemnify, defend and hold the TOWNSHIP and its officials, employees, and agents (collectively, the "TOWNSHIP Indemnified Parties") harmless from and against any and all liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceedings or suits, including reasonable attorneys' fees and costs, imposed or asserted against or incurred by any of the TOWNSHIP Indemnified Parties arising out of or resulting from:

1. a breach of any of the representations, warranties or covenants contained in this Agreement by BOROUGH; or
2. the negligence or willful misconduct of BOROUGH, its agents, employees arising out of the performance of this Agreement or the Services; provided, however,
3. as to any of the foregoing, BOROUGH shall not be liable to the TOWNSHIP Indemnified Parties under this Section to the extent that any such liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceedings or suits arise out of or result from the negligence or willful misconduct or breach of this Agreement by the TOWNSHIP Indemnified Parties.

5.02 TOWNSHIP Indemnification

TOWNSHIP shall indemnify, defend and hold the BOROUGH and its officers, directors, employees and agents (collectively, the "BOROUGH Indemnified Parties") harmless from and against any and all liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceedings or suits, including reasonable attorneys' fees and costs, imposed or asserted against or incurred by any of the BOROUGH Indemnified Parties arising out of or resulting from

1. a breach of any of the representations, warranties or covenants contained in this Agreement by TOWNSHIP; or
2. the negligence or willful misconduct of TOWNSHIP, its officials, agents, employees arising out of this Agreement or the Services; or
3. an Environmental Claim, any discharge, dispersal, release or escape from the System, any flow into or upon land, the atmosphere or any water course or body of water; or
4. any violation by the TOWNSHIP of any Applicable Law prior to the first date of the Term of this Agreement; provided, however, that as to any of the foregoing, TOWNSHIP shall not be liable to the BOROUGH Indemnified Parties under this Section to the extent that any such liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceedings or suits arise out of or result from the negligence or willful misconduct or breach of this Agreement by the BOROUGH Indemnified Parties.

In the event that both the TOWNSHIP and BOROUGH are negligent, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence.

5.03 Consequential Damages

Neither party shall be liable for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the System, loss of actual or anticipated profits or revenue or cost of claims of customers.

5.04 Limitation of Liability

Liability of BOROUGH to TOWNSHIP under this Agreement shall be limited to the amount of the Annual Fee plus proceeds of applicable insurance. The foregoing limitation of liability shall not apply to claims of indemnification from third parties.

ARTICLE VI — INSURANCE

6.01 BOROUGH Insurance

BOROUGH shall obtain and maintain, at its expense, the insurance coverage described in **APPENDIX E**.

6.02 TOWNSHIP Insurance

TOWNSHIP shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the System, in amounts equal to 100% of the value of their repair or replacement. The TOWNSHIP agrees to provide the BOROUGH a waiver of subrogation on behalf of itself and its insurance carriers.

ARTICLE VII - COMPENSATION

7.01 STAB Annual Fee

The initial year base compensation for the operation and maintenance of the System shall be as set forth in **APPENDIX C per SCHEDULE A**.

7.02 Annual Adjustments to Base Compensation

The base compensation for the operation and maintenance of the System shall be adjusted annually in accordance with the terms of **APPENDIX C**.

7.03 As Needed Services

Costs for Non-Routine Services provided by BOROUGH as described previously herein, shall be paid by TOWNSHIP to BOROUGH on a time and expense basis. Time will be billed as set forth in the table in **APPENDIX C**.

7.04 Public Health and Safety Emergencies

TOWNSHIP may, without the prior written approval, undertake emergency repairs or actions which may subsequently be considered changes in the scope of services under this Agreement when in its judgment TOWNSHIP believes public health and safety or regulatory compliance will be compromised and when time is of the essence and prior notification and written agreement is not practical. In such instances, TOWNSHIP shall notify the BOROUGH and FAR HILLS as soon as possible of its actions and its intention to request additional compensation for such emergency services.

ARTICLE VIII- TERMINATION

8.01 Breach or Default

TOWNSHIP or BOROUGH may terminate this Agreement prior to the expiration of its terms, provided:

1. The other party has materially breached the Agreement;
2. The party claimed to have committed the breach is given thirty (30) days' written notice

- specifically detailing the nature of the alleged breach; and
3. The party that is claimed to have breached the Agreement shall have the right to cure the breach within a reasonable time, which in no event shall be more than ninety (90) days from the receipt of notice.

8.02 Convenience

Either party may terminate this Agreement, with or without cause, by giving the other party ninety (90) days' prior written notice.

ARTICLE IX — ASSIGNMENT AND SUBCONTRACTING

9.01 Assignment

Except as otherwise provided in this Agreement, neither party shall assign its rights, nor secure the assumption of its obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Either party shall have the right to withhold consent if it has reasonable grounds to believe that the assignee will not be able to fulfill the scope of services requirements. This Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.02 Subcontracting

TOWNSHIP may subcontract work under this Agreement to any third party.

ARTICLE X - UNCONTROLLABLE CIRCUMSTANCES

10.01 Uncontrollable Circumstances

Except for payment of compensation, a party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of Uncontrollable Circumstances.

In the event of any such Uncontrollable Circumstance, the party claiming relief from performance shall promptly notify the other party of the existence of same, shall perform those services under the Agreement that are not affected, and shall be required to resume performance of its obligations under this Agreement upon the termination of the Uncontrollable Circumstance.

The compensation to TOWNSHIP or BOROUGH shall be equitably adjusted for any increase or decrease in the Scope of Services due to Uncontrollable Circumstances.

ARTICLE XI — GOVERNING LAW AND DISPUTE RESOLUTION

11.01 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11.02 Dispute Resolution

In the event that a dispute arises among the parties, the disputing party shall provide the other party with written notice of the dispute and within twenty (20) days after receipt of such notice, the receiving party shall submit to the other a written response.

1. The notice and response shall include a statement of each party's position and a summary of the evidence and arguments supporting its position.
2. Each party shall designate the Administrator and/or Municipal Clerk to work together in good faith to resolve the dispute;
3. The designated officials shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as they reasonably deem necessary to resolve the dispute.
4. If the executives have not resolved the dispute through good faith efforts within sixty (60) days, then,
5. The case shall be heard and determined by binding arbitration administered by the American Arbitration Association ("AAA").
6. All costs attributed to mediation shall be borne equally by both parties.

ARTICLE XII — MISCELLANEOUS

12.01 Relationship of the Parties; Beneficiaries

This Agreement reflects an arms-length transaction. Nothing in this Agreement creates a fiduciary, partnership, joint venture or employment or other agency relationship among the parties. This Agreement is not entered into for the benefit of, nor are any rights granted to, any third party except as expressly provided herein.

Both parties understand and agree that neither this Agreement nor the performance hereof by BOROUGH shall render BOROUGH an "owner" or "operator" of the System as those terms are used in the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., as amended, and the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, et seq., or similar federal, state or local environmental legislation, and BOROUGH's liability shall remain limited as defined in this Agreement. TOWNSHIP shall execute any manifests or forms required by law or regulation in connection with the transportation, storage or disposal of hazardous or contaminated materials resulting from the Services or work at the site.

12.02 Waiver

The failure of either party to enforce any of the terms of this Agreement on one or more occasions shall not constitute a waiver of the right to enforce such term on any other occasion or of the right of either party to enforce each and every term of this Agreement.

12.03 Notices

All notices shall be in writing and shall be delivered, in person or transmitted by certified mail, return receipt requested, or national courier service providing proof of receipt, to the parties listed below. Either party may update such addresses on written notice to the other party. Notices shall be effective upon receipt.

To the BOROUGH:
BOROUGH OF PEAPACK & GLADSTONE
PO Box 218
1 School Street
Peapack, NJ 07977
Attention: Borough Administrator

To the TOWNSHIP:
Township of Bedminster
One Miller Lane
Bedminster, NJ 07921
Attention: Township Administrator

To FAR HILLS:
Borough of Far Hills
6 Prospect Street
Far Hills, NJ 07931
Attention: Borough Clerk

12.04 Entire Agreement; Modification; Schedules

The provisions of this Agreement (except captions, which are for convenience only and shall be ignored in interpreting this Agreement), including the Appendices annexed hereto shall (a) constitute the entire agreement between the parties, superseding all prior or contemporaneous negotiations, understandings or agreements and (b) not be modified in any respect except by express written agreement executed by the parties. The Appendices attached hereto are specifically made a part of this Agreement.

12.05 Severability

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, provided the consideration for the agreement can be reasonably determined. In such event, the parties shall make good faith efforts to modify this Agreement to implement the intent of the parties embodied in this Agreement. Any resulting modification and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.06 Survival

The Sections of this Agreement pertaining to indemnification, payment and dispute resolution shall be deemed to survive the expiration or earlier termination of this Agreement.

12.07 Appendices

The following Appendices are attached to this Agreement and made a part hereof:

List of Appendices

Appendix A: The System

Appendix B: Scope of Services

Appendix C: Annual Fee (Cost Estimates based on Flow & Fee Schedule from PG)

Appendix D: Definitions

Appendix E: Insurance (review by Meeker, Sharkey, Hurley)

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

ATTEST:

BEDMINSTER TOWNSHIP:

By: _____
Robin Ray, RMC
Township Clerk

By: _____
Lawrence F. Jacobs, Mayor

ATTEST:

**PEAPACK & GLADSTONE
BOROUGH:**

By: _____
Nancy Bretzger, RMC
Borough Clerk

By: _____
Gregory Skinner, Mayor

ATTEST:

FAR HILLS BOROUGH:

By: _____
Dorothy Hicks, RMC
Borough Clerk

By: _____
David Karner, Mayor

APPENDIX A - THE SYSTEM

The Township of Bedminster agrees to provide the services necessary for the inspection, sampling and reporting of the Sanitary Sewer Transmission System (SSTS) as described in the Interlocal Agreement to Maintain, Repair, Replace and Provide for the Operation of the SSTS Agreement dated August 1, 1994 between the Township of Bedminster, Borough of Far Hills and the Borough of Peapack and Gladstone.

APPENDIX B - SCOPE OF SERVICES

I. Operational Requirements

The TOWNSHIP shall furnish all personnel required to operate and maintain the above described System during the period of this Agreement. The labor provided shall include operators and technicians.

1. The TOWNSHIP shall provide the services of a licensed operator; under whose license the Transmission system will operate as required by the NJDEP.
2. The BOROUGH shall furnish the TOWNSHIP with emergency phone numbers for its staff and be available for emergency service at any time.
3. The TOWNSHIP shall monitor the System in such a manner to maximize the efficiency of operation and to minimize the total cost of operation during the period of this Agreement.
4. The TOWNSHIP shall be responsible for operating the System in accordance with the requirements of NJDEP. Any amendments or changes to this permit that affect the operational labor costs that are the basis of this Agreement shall be considered extra work to this Agreement.
5. The TOWNSHIP and the BOROUGH shall supply materials and supplies according to the following list:

BOROUGH:

Requested labor and equipment costs for the following: regular labor hourly rate, O/T labor hourly rate, sewer jet & truck hourly rate, camera truck hourly rate and confined space equipment hourly rate(s).

TOWNSHIP

Personal clothing and protective clothing items, cleaning supplies, towels/paper products, Office supplies, tools, equipment not already supplied by the TOWNSHIP (note: this shall generally be limited to small hand tools, etc.) Fuel, electricity, equipment parts, pipe, valves, etc. chemicals, maintenance supplies, permits grit removal and disposal safety equipment and all necessary equipment, supplies and staffing needed to operate the SSTS.

II. Maintenance and Repairs

The TOWNSHIP shall arrange for the preventative maintenance of the Transmission system.

1. The TOWNSHIP shall provide labor for all routine repair work with the cost of parts and materials paid for by the TOWNSHIP as extra work to this Agreement. Routine repair work will be minor repairs that can be accomplished by the TOWNSHIP staff and BOROUGH staff if needed.
2. The TOWNSHIP shall coordinate with outside contractors to complete repair work, as needed, in compliance with Local Public Contracts Law.

III. Administrative Services

The TOWNSHIP shall provide the necessary professional and technical assistance and support to enable its employees to efficiently and economically operate and maintain the sewerage system.

1. The TOWNSHIP shall submit quarterly invoices to both the BOROUGH and FAR HILLS, per the STAB Agreement.
2. The TOWNSHIP shall maintain and manage a Capital Improvement Fund of \$75,000 to be used for the capital needs of the SSTs. Capital Improvement Fund costs shall be invoiced per the STAB Agreement.
3. The TOWNSHIP shall review actual costs for labor, equipment, supplies and capital on an annual basis and provide a "True Up" report to both the BOROUGH and FAR HILLS by March 1st of each year for the previous year's expenses. Any necessary adjustments, either due to an increase or decrease in estimated costs, will be made by the end of the first quarter annually.

IV. Submittals

The TOWNSHIP shall submit monthly reports summarizing and describing the operation of the sewerage system when requested, per STAB.

APPENDIX C - PRICING

Annual Fee: See Schedule A

BOROUGH Services: shall be charged at the actual cost of Labor, Material, and Equipment on a quarterly basis. The TOWNSHIP shall reimburse the BOROUGH for any BOROUGH employee used for any services requested when called out by the TOWNSHIP.

Fee Schedule to be provided by the BOROUGH.

APPENDIX D - DEFINITIONS

"Applicable Law" means any applicable statute, law, constitution, charter, ordinance, resolution, judgment, order, permit, industry standard or code, decree, rule, regulation, directive, interpretation, standard or similar binding authority, which has been enacted, promulgated, issued or enforced by any judicial, legislative, administrative, municipal or other governmental authority having jurisdiction as of the date of execution of this Agreement. A change in Applicable Law means the enactment, adoption, promulgation, modification, repeal or change of any Applicable Law which establishes new requirements or changes the requirements with respect to the operation or maintenance of the System or otherwise impacts a party's ability or cost of performance of its obligations under this Agreement. A change in Applicable Law shall include any change in any sales, use, and real property, ad valorem or excise tax or any tax paid by or on behalf of the TOWNSHIP which is imposed by the United States or any other taxing authority, or any political subdivision thereof with respect to the Facilities or the performance of the TOWNSHIP'S obligation hereunder, but shall not include taxes based on or measured by net income, any unincorporated business, incorporated business, payroll, franchise or employment taxes.

"Capital Improvement" means all costs related to the construction, installation, repair or replacement of any component of the System in excess of \$200.00 per item.

"Environmental Claim" means any civil, criminal or administrative action, suit, communication (written), demand, claim, hearing, citation, notice, warning, consent decree, contract right, notice of violation, investigation, judgment or order by any person or entity lawfully authorized to issue, bring, give or make the same alleging, claiming, concerning or finding liability or potential liability arising out of, based on or resulting from, in whole or in part, the actual or alleged presence, threatened release, release, emission, disposal, storage, treatment, transportation, generation, manufacture or use of any hazardous substance or waste at or from any location.

"Non-Specification Influent" means influent received into the wastewater System or raw water received into the water System from any source that (i) exceeds the operating and design capability of the System; (ii) has significantly different chemical, physical or biological characteristics as those described in the Guidelines for the Design, Construction, Operation and Maintenance of Small Wastewater Treatment Facilities with Land Disposal, Commonwealth of Massachusetts Department of Environmental Protection, Division of Watershed Permitting, April 2004 as well as its reference documents, and the TOWNSHIP's Design Report.

"Services" means those activities provided by TOWNSHIP to BOROUGH as described in **APPENDIX A** and **APPENDIX B**.

"Uncontrollable Circumstances" means causes beyond either party's reasonable control including, but not limited to, acts of God, floods, quarantine restrictions, riots, strikes other than by employees of BOROUGH, commercial impossibility, failures of utilities, increases in tariff rates for electric and gas utilities, hurricanes, landslides, lightning, earthquakes, drought, epidemics, fires, explosions, bombings, casualties, acts of civil or military authority, sabotage, vandalism, acts of a public enemy or terrorists, changes in Applicable Law, receipt of Non-Specification Influent, damage to the system caused by third parties, or other events or circumstances beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing.

APPENDIX E - INSURANCE

During the term of this Agreement, the BOROUGH will keep in force, at its expense, (i) public liability insurance, including contractual liability, with carriers authorized to do business in New Jersey with minimum limits of \$1,000,000.00 on account of bodily injuries or death of one person, and \$1,000,000.00 on account of bodily injuries or death of more than one person as the result of any one accident or disaster; and (ii) property damage insurance for loss or damage of \$1,000.00 the BOROUGH shall provide the TOWNSHIP with a Certificate of Insurance naming the TOWNSHIP as an additional insured, and stating that said policy cannot be canceled except on thirty (30) days' notice to the TOWNSHIP.

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 248-22

TITLE: RESOLUTION FOR APPROPRIATION BUDGET TRANSFERS

WHEREAS, there appears to be insufficient funds in various 2022 budget accounts to meet the demands and needs for the 2022 Budget year; and

WHEREAS, there are surplus funds available in various 2022 Budget accounts to meet the needs for the 2022 Budget appropriations in those items expressed below; and

WHEREAS, N.J.S.A. 40A:4-58 and N.J.S.A. 40A:4-59 allows for the transfer of certain appropriations within the municipal budget to meet the needs and demands of the Borough.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Peapack and Gladstone, County of Somerset, State of New Jersey that the following are hereby approved and the Chief Finance Officer is instructed to make said transfers:

| ACCOUNT | AMOUNT FROM | AMOUNT TO |
|--------------------------------|-------------|------------|
| Municipal Clerk (S&W) | \$8,600.00 | |
| Police Department(OE) | | \$600.00 |
| Water (OE) | | \$1,000.00 |
| Garbage and Trash Removal (OE) | | \$7,000.00 |

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Jamie Murphy | | | | |
| | | Royal Smith | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 249-22

TITLE: BOROUGH OF PEAPACK AND GLADSTONE COUNCIL RESOLUTION TO AUTHORIZE THE EXECUTION OF DEVELOPER'S AGREEMENT WITH P-G RESIDENTIAL DEVELOPERS, L.L.C.

WHEREAS, P-G Residential Developers L.L.C. (hereinafter "P-G Residential" or the "Developer") is the owner of certain property located at Block 33, Lots 11, 11.01 and 13 in the Borough of Peapack and Gladstone (hereinafter the "Property"); and

WHEREAS, On August 10, 2006, Developer's affiliate, Peapack Residential Development Associates, LLC, entered into a Developer's Agreement with the Borough of Peapack and Gladstone (hereinafter the "Borough"); and

WHEREAS, on June 20, 2007, Developer obtained amended approval to phase the project, and, on June 26, 2007, entered into a Developer's Agreement that only covered Phase One of the project. The Phase One Developer's Agreement involved certain infrastructure (including access road and detention basin) that has now been installed by the Developer; and

WHEREAS, in addition, the Borough and Developer entered into a Developer's Agreement dated June 23, 2010 which authorized an alternative development plan that dealt with a preliminary and final major site plan and subdivision plan, revised through February 11, 2010; and

WHEREAS, in 2015 the Borough filed a declaratory judgment action in the Superior Court of New Jersey, Somerset County entitled "In the matter of the application of the Borough of Peapack and Gladstone" in order to conform with the New Jersey Supreme Court's requirement that municipalities provide for the current round of affordable housing obligations; and

WHEREAS, in order to gain compliance with Supreme Court's affordable housing directive, the Borough negotiated with P-G Residential for the provision of affordable units as part of the development of the property, such that the Borough and P-G Residential agreed to the provision of fourteen (14) affordable units in addition to sixty-eight (68) market units in the development of the property; and

WHEREAS, in furtherance of that plan, the Developer submitted an amended preliminary and final major site plan as more particularly described in maps entitled "Amended Preliminary and Final Major Site Plan Development" prepared by Gladstone Design, Inc. dated August 14, 2020 and revised to February 5, 2021 consisting of 49 sheets and such other supporting documents submitted to the Borough of Peapack and Gladstone Land Use Board (the "Land Use Board") referenced in the Resolution of Memorialization entitled "In the Matter of P-G Residential Developers, LLC, Block 33, Lots 11, 11.01 and 13 Preliminary and Final Major Site Plan and Variance Application" which action was approved on March 3, 2021 and memorialized before the Land Use Board on April 7, 2021.; and

WHEREAS, the Developer's Agreement of June 23, 2010 became null and void by the aforementioned approval of the Land Use Board of the above-referenced amended preliminary and final major site plan and variance application approved on March 3, 2021 and memorialized on April 7, 2021; and

WHEREAS, on June 16, 2022, the Borough obtained a Court Order approving the Amended Settlement Agreement between the Borough of Peapack and Gladstone and Fair Share Housing Center and Compliance Order with Immunity, which Order was based in part on the Borough Land Use Board's 2021 approval of the Developer's amended preliminary and final major site plan providing for fourteen (14) affordable units in addition to sixty-eight (68) market units in the development of the property; and

WHEREAS, the parties now desire to enter into a new Developer's Agreement in order to effectuate the major site plan project approved by the Land Use Board on March 3, 2021 and memorialized on April 7, 2021 as well as to fulfill certain of the Borough's obligations as referenced in the aforementioned affordable housing Order of June 16, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Peapack and Gladstone that it hereby authorizes the Mayor to execute on behalf of the Borough the Developer's Agreement between the Borough of Peapack and Gladstone and P-G Residential Developers, LLC, which agreement is annexed hereto and made a part hereof.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

BOROUGH OF PEAPACK AND GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 250-22

TITLE: BOROUGH OF PEAPACK AND GLADSTONE COUNCIL RESOLUTION TO AUTHORIZE THE EXECUTION OF A SEWER USER AGREEMENT WITH P-G RESIDENTIAL DEVELOPERS, LLC

WHEREAS, the Borough of Peapack and Gladstone (“Borough”) owns and operates a wastewater treatment conveyance system located in the Borough; and

WHEREAS, P-G Residential Developers, LLC (hereinafter “P-G Residential”) is the owner of certain property located at Block 33, Lots 11, 11.01 and 13 in the Borough of Peapack and Gladstone (hereinafter the “Property”); and

WHEREAS, P-G Residential received Preliminary and Final Major Site Plan and Variance Application approval for development of the property from the Peapack and Gladstone Land Use Board on March 3, 2021, which approval was memorialized before the Land Use Board on April 7, 2021; and

WHEREAS, the project as approved by the Site Plan Resolution calls for the construction on the property of 82 residential units, of which 80 units shall be attached and 2 units shall be detached single-family units (the “Project”); and

WHEREAS, the average daily sewage flow for this Project is estimated to be 23,550 gallons per day (“GPD”) when fully developed; and

WHEREAS, the New Jersey Department of Environmental Protection (“NJDEP”) issued a Treatment Works Approval (“TWA”) for the Project with an Issuance Date of September 17, 2021 (Original: July 28, 2021) and with Permit No. 21-0233; and

WHEREAS, the Borough Engineer has reviewed documentation supplied by P-G Residential and agrees with P-G Residential that capacity of up to 23,550 total gallons per day is needed; and

WHEREAS, P-G Residential has demonstrated a need and the Borough is willing to approve the capacity allocated to P-G Residential, and P-G Residential’s connection to the Borough’s sewer system, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Peapack and Gladstone that it hereby authorizes the Mayor to execute on behalf of the Borough the Sewer User Agreement with P-G Residential Developers, LLC, which agreement is annexed hereto and made a part hereof.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

RESOLUTION

BOROUGH OF PEAPACK & GLADSTONE, SOMERSET COUNTY, NEW JERSEY

RESOLUTION NO. 251-22

Payment of Claims (Posted)

WHEREAS, The Borough Council of the Borough of Peapack & Gladstone has received bills to be paid as listed; and

WHEREAS, The Chief Financial Officer and the Borough Administrator have reviewed these bills and have certified that these bills represent goods and/or services received by the Borough, that these are authorized and budgeted expenditures and that sufficient funds are available to pay these bills;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Peapack & Gladstone, in the County of Somerset and State of New Jersey hereby:

1. That these bills are hereby authorized for payment; and
2. That checks in the proper amounts are prepared and that necessary bookkeeping entries are made; and
3. That the proper Borough Officials are authorized to sign the checks.

| Introduced | Seconded | Borough Council | Aye | Nay | Abstain | Absent |
|------------|----------|---------------------|-----|-----|---------|--------|
| | | Gian-Paolo Caminiti | | | | |
| | | Mark Corigliano | | | | |
| | | Amy Dietrich | | | | |
| | | Donald Lemma | | | | |
| | | Jamie Murphy | | | | |
| | | John Sweeney | | | | |

IT IS HEREBY CERTIFIED THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF PEAPACK & GLADSTONE AT A MEETING OF SAID COUNCIL HELD ON DECEMBER 20, 2022.

NANCY A. BRETZGER
BOROUGH CLERK

GREGORY J. SKINNER
MAYOR

List of Bills - (0110101000000) Current - Peapack-Gladstone Bank#4000293**Current Fund**

Meeting Date: 12/20/2022 For bills from 12/06/2022 to 12/15/2022

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|-----------|-------------|
| 38391 | 7034 - ALL TRAFFIC SOLUTIONS | PO 4901 Police Dept. Traffic Sign App Equipment | 3,000.00 | 3,000.00 |
| 38392 | 449 - AMBASSADOR MEDICAL SERVICES | PO 4912 Drug Test | 60.00 | 60.00 |
| 38393 | 56 - AMERICAN WEAR | PO 4914 REL 4218/UNIFORMS - DPW | 57.92 | |
| | | PO 4964 REL 4218/UNIFORMS - 11/29/2022 | 28.96 | 86.88 |
| 38394 | 2150 - ANJEC | PO 4941 2022 MEMBERSHIP DUES | 450.00 | 450.00 |
| 38395 | 80726 - APRUZZESE, McDERMOTT, MASTRO | PO 4990 Labor Attorney - November 2022 | 420.25 | 420.25 |
| 38396 | 5215 - B AND R UNIFORMS | PO 4891 PG Polo Shirts | 107.19 | 107.19 |
| 38397 | 81074 - BRETZGER, NANCY | PO 4916 NJLDM Conference - Expenses - November 2 | 287.38 | |
| | | PO 4935 Picture Frame for Mayor's Picture | 157.73 | |
| | | PO 5003 N. Bretzger IIMC Region II Conference | 464.00 | 909.11 |
| 38398 | 8098103 - BUSINESS INFORMATION SYSTEMS INC. | PO 4921 On-Site Service & Support Renewal Contra | 975.55 | 975.55 |
| 38399 | 80794 - CINTAS CORPORATION | PO 4915 REL 4694/MAT RENTAL 11/30/2022 | 94.36 | |
| | | PO 4973 REL 4694/MAT RENTAL - 12/7/2022 | 75.07 | 169.43 |
| 38400 | 81025 - COMCAST-PW GARAGE 12 BROOK ST. | PO 4897 11/22/2022 - 12/21/2022 - 12 BROOK STREE | 243.36 | 243.36 |
| 38401 | 80449 - CORIGLIANO, MARK A. | PO 4860 NJLM ANNUAL CONFERENCE - 2022 | 221.17 | 221.17 |
| 38402 | 2714 - CROWN TROPHY | PO 4786 Mayor's Gift | 145.00 | 145.00 |
| 38403 | 80212 - DE LAGE LANDEN FINANCIAL SERV. | PO 3863 Copy Machines December 2022 | 226.28 | 226.28 |
| 38404 | 80238 - DENVILLE LINE PAINTING, INC. | PO 4894 LINE STRIPING FOR THE BOROUGH-MCCPC CONT | 12,350.08 | 12,350.08 |
| 38405 | 5287 - e5 Marketing | PO 4707 Holiday Gifts-2022 | 1,577.00 | 1,577.00 |
| 38406 | 6066 - EASTERN CONCRETE MATERIALS, INC | PO 4975 REL 4351/LIME 3/4" QUARRY PROCESSED 11/3 | 2,017.97 | 2,017.97 |
| 38407 | 8098127 - ELITE VEHICLE SOLUTIONS | PO 4181 Police Dept. Wiring Repair PD Car#5 | 425.00 | 425.00 |
| 38408 | 931 - ESI EQUIPMENT INC. | PO 4971 Holmatro Mini Cutter Battery (Fire Depar | 3,975.00 | 3,975.00 |
| 38409 | 5238 - FIRE & SECURITY TECHNOLOGIES | PO 4955 BOROUGH HALL FIRE HOUSE - KITCHEN HOOD I | 173.00 | 173.00 |
| 38410 | 8098135 - FRAME IT YOURSELF | PO 5001 6 FRAMED HISTORICAL PHOTOGRAPHS | 1,155.37 | 1,155.37 |
| 38411 | 2710 - G.T.B.M., INC. | PO 4907 Police Dept. E ticket charges 3rd quarte | 634.00 | |
| | | PO 4936 Police Dept. E ticket Charges 4th quarte | 502.00 | 1,136.00 |
| 38412 | 1974 - GALLS PARENT HOLDINGS LLC | PO 3087 Police Dept. Stephen Ferrante 2021 Cloth | 467.54 | |
| | | PO 4245 Police Dept Paul Morris 2022 Clothing Al | 699.18 | |
| | | PO 4910 Police Dept. M. Kelly Clothing Allowanc | 666.85 | 1,833.57 |
| 38413 | 1974 - GALLS PARENT HOLDINGS LLC | PO 4932 Police Dept. A. Caruso 2022 Clothing Al | 440.86 | 440.86 |
| 38414 | 5197 - GREATAMERICA FINANCIAL SERVICE | PO 3845 Postage Meter-December 2022 | 220.00 | 220.00 |
| 38415 | 1306 - HOME DEPOT CREDIT SERVICES | PO 4904 BUILDING SUPPLIES AND TOOLS - DPW | 3,554.61 | 3,554.61 |
| 38416 | 8098186 - HUNTERDON COUNTY GOVT NJ | PO 4922 SEMINAR TRAINING - FIRE DEPARTMENT | 850.00 | 850.00 |
| 38417 | 7027 - INTERNATIONAL CODE COUNCIL, INC | PO 3867 ICC INTERNATIONAL CODE COUNCIL BOOKS 201 | 25.00 | 25.00 |
| 38418 | 8098071 - INTERSTATE WASTE SERVICES OF NEW JERSEY, | PO 3855 Municipal Trash Collection-December 2022 | 7,204.85 | |
| | | PO 5013 Dumping Charges - November 2022 | 6,977.34 | 14,182.19 |
| 38419 | 8098197 - JCP&L | PO 4898 10/25/2022 - 11/22/2022 - STREET LIGHTIN | 312.48 | 312.48 |
| 38420 | 8010010 - JERSEY CENTRAL POWER & LIGHT | PO 4899 10/25/2022 - 11/21/2022 - XRD SHEEP HILL | 4.56 | 4.56 |
| 38421 | 8098117 - JERSEY CENTRAL POWER & LIGHT | PO 4900 10/25/2022 - 11/21/2022 - 181 MAIN ST | 81.74 | 81.74 |
| 38422 | 8098050 - JERSEY CENTRAL POWER & LIGHT | PO 4903 10/25/2022 - 11/21/2022 181 MAIN ST. 2FL | 382.57 | 382.57 |
| 38423 | 8010014 - JERSEY CENTRAL POWER & LIGHT | PO 4972 10/25/2022 - 11/21/2022 - MASTER BILL | 380.16 | 380.16 |
| 38424 | 8010012 - JERSEY CENTRAL POWER & LIGHT | PO 4987 10/12/2022 - 11/8/2022 RT 206 & POTTERS | 48.13 | 48.13 |
| 38425 | 80593 - JOHN E. BRUDER LAW OFFICE | PO 4985 Professional Services - April 2022 | 8,992.00 | |
| | | PO 4995 Legal Services May & June 2022 | 11,376.00 | 20,368.00 |
| 38426 | 80777 - LINDE GAS & EQUIPMENT INC. | PO 4954 10/20/2022 - 11/20/2022 - GAS DELIVERY S | 59.39 | 59.39 |
| 38427 | 8098192 - MAACO | PO 4515 Police Dept. Paint for new Police Ford | 1,624.94 | 1,624.94 |
| 38428 | 8098213 - MATTHEW SUTTE | PO 4937 REFUND - BLOCK 11 LOT 15 - MATTHEW SUTTE | 981.63 | 981.63 |
| 38429 | 1384 - MENDHAM FORD | PO 4902 Police Dept Repair Car #3 Water Pump | 2,895.24 | 2,895.24 |
| 38430 | 389 - MGL FORMS-SYSTEMS, LLC | PO 4802 2022 - 1099 FORMS | 200.00 | 200.00 |
| 38431 | 260 - MR. JOHN, INC. | PO 4976 REL 4233/PORTOPOTTY SCOUT CABIN - LIBERT | 287.07 | 287.07 |
| 38432 | 8098068 - MUNCO OF NEW JERSEY | PO 3256 MUNCO MEMBERSHIP APPLICATION FRANK LAGUA | 75.00 | 75.00 |
| 38433 | 863 - MUNICIPAL INFO. SYSTEMS, INC. | PO 4931 2021 ROADRUNNER MAINTENANCE AND SUPPORT | 2,175.00 | 2,175.00 |
| 38434 | 1882 - N.J. DIV. OF A.B.C. | PO 4989 2022-2023 Liquor License Renewal | 15.00 | 15.00 |
| 38435 | 1153 - N.J. LEAGUE OF MUNICIPALITIES | PO 4889 Newly Elected Seminar & Budgeting Semina | 410.00 | 410.00 |
| 38436 | 62 - N.J. SHADE TREE FEDERATION | PO 4911 ENVIRONMENTAL COMMISSION - TRAINING - IS | 225.00 | 225.00 |
| 38437 | 671 - NAPA OF CHESTER, INC. | PO 4950 REL 4227/AUTO SUPPLIES - DPW | 115.38 | |
| | | PO 4951 AUTO PARTS & SUPPLIES - DPW | 426.15 | |
| | | PO 4952 AUTO PARTS & SUPPLIES - DPW - 11/28/2022 | 277.29 | 818.82 |
| 38438 | 80557 - NEW JERSEY AMERICAN WATER | PO 4956 10/25/2022 - 11/28/2022 - 6 DEWEY AVENUE | 142.54 | 142.54 |
| 38439 | 80558 - NEW JERSEY AMERICAN WATER | PO 4957 10/25/2022 - 11/28/2022 - 6 DEWEY AVENUE | 175.47 | 175.47 |
| 38440 | 80560 - NEW JERSEY AMERICAN WATER | PO 4963 10/25/2022 - 11/28/2022 - MUNICIPAL BLDG | 148.71 | 148.71 |
| 38441 | 8098195 - NEW JERSEY AMERICAN WATER | PO 4968 10/25/2022 - 11/28/2022 WATER SERVICE - | 602.00 | 602.00 |
| 38442 | 117 - NEW JERSEY HILLS MEDIA GROUP | PO 4908 Advertising-Borough Auditor | 29.07 | |
| | | PO 4934 Advertising | 133.00 | 162.07 |
| 38443 | 80974 - NOLL, SARAH JANE P. | PO 4940 EE/Volunteer Holiday Party Supplies | 201.27 | |
| | | PO 5016 EE/Volunteer Holiday party Supplies | 872.14 | 1,073.41 |
| 38444 | 2178 - OVERHEAD DOOR CO.OF CENTR.JER. | PO 4836 Garage Doors Preventive Maintenance (DPW | 620.00 | 620.00 |

List of Bills - (0110101000000) Current - Peapack-Gladstone Bank#4000293**Current Fund**

Meeting Date: 12/20/2022 For bills from 12/06/2022 to 12/15/2022

| Check# | Vendor | Description | Payment | Check Total |
|--------|---------------------------------------|--|-----------|-------------|
| 38445 | 470 - P-G FIRST AID SQUAD | PO 4918 2nd 1/2 Annual Contribution-PG First Aid | 30,000.00 | 30,000.00 |
| 38446 | 80286 - P.S.E. & G. | PO 4960 10/25/2022 - 11/22/2022 - PARK AVENUE | 19.18 | 19.18 |
| 38447 | 80125 - P.S.E. & G. | PO 4961 10/25/2022 - 11/22/2022 - 6 BROOK STREET | 227.61 | 227.61 |
| 38448 | 80285 - P.S.E. & G. | PO 4962 10/25/2022 - 11/22/2022 ALL SCHOOL STREE | 1,666.77 | 1,666.77 |
| 38449 | 2021 - POWERCO, INC. | PO 4722 Backhoe, Loader, Excavator Parts Blanket | 119.09 | 119.09 |
| 38450 | 8098155 - PSE&G | PO 4958 10/25/2022 - 11/22/2022 - 181 MAIN ST | 148.55 | 148.55 |
| 38451 | 80615 - QUIKTEKS, LLC | PO 4924 IT Services-December 2022 | 1,627.00 | 1,627.00 |
| 38452 | 8098132 - R.O.K. INDUSTRIES, INC. | PO 4943 2022 SOMERSET MUNI TAX LIENS ADVERTISED | 180.00 | 180.00 |
| 38453 | 80454 - R.R. DONNELLEY | PO 4576 New Safety Paper | 86.00 | |
| | | PO 4742 New Safety Paper | 99.00 | 185.00 |
| 38454 | 8098164 - ROBERT KNOWLES | PO 4672 Front Room / Bathroom painting (DPW Faci | 1,250.00 | 1,250.00 |
| 38455 | 1552 - SPECTRUM COMMUNICATION CO. | PO 4993 Portable Radio Repairs (Fire Department) | 104.00 | 104.00 |
| 38456 | 702 - TORSILIERI, INC. | PO 4999 TWO WHITE OAK TREES | 1,200.00 | 1,200.00 |
| 38457 | 8098017 - TOWNSHIP OF MONTGOMERY | PO 4797 FINANCE - DECEMBER 2022 SHARED SERVICES | 9,896.25 | 9,896.25 |
| 38458 | 80704 - TRITEC OFFICE EQUIPMENT, INC. | PO 5007 Overage Charge for 9/1/22 to 11/30/2022 | 40.91 | 40.91 |
| 38459 | 2061 - VERIZON WIRELESS | PO 4906 IPAD WIFI 10/18/2022 - 11/17/2022 FIRE D | 200.05 | 200.05 |
| 38460 | 81201 - VERIZON WIRELESS | PO 4909 Admin Cell Phones | 528.42 | 528.42 |
| 38461 | 80016 - W.B.MASON CO., INC. | PO 4796 Police Dept. Discovery Supplies | 91.60 | |
| | | PO 4813 Police Dept. Office Supplies | 27.40 | |
| | | PO 4818 Office Supplies | 622.19 | 741.19 |
| 38462 | 1401 - W.W. GRAINGER, INC. | PO 4665 Acoustical Panels for conference use - B | 1,017.94 | 1,017.94 |
| 38463 | 654 - WEST CHESTER MACHINERY | PO 4733 Plow & Spreader Parts | 1,786.06 | 1,786.06 |
| TOTAL | | | | 136,136.82 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|--|------------|--------------|---------------|------------|
| 01-101-01-000-000 | Current - Peapack-Gladstone Bank#4000293 | | | 0.00 | 136,136.82 |
| 01-201-20-100-201 | Stationary & Supplies | 185.00 | | | |
| 01-201-20-100-203 | Miscellaneous Expense | 1,577.00 | | | |
| 01-201-20-100-209 | Dues, Conf, Seminar | 287.38 | | | |
| 01-201-20-100-220 | Special Projects | 107.19 | | | |
| 01-201-20-110-203 | Miscellaneous Expense | 135.79 | | | |
| 01-201-20-110-206 | Employee Appreciation | 1,095.35 | | | |
| 01-201-20-110-209 | Dues, Conf, Seminar | 631.17 | | | |
| 01-201-20-120-201 | Stationary & Supplies | 622.19 | | | |
| 01-201-20-120-202 | Postage | 220.00 | | | |
| 01-201-20-120-209 | Dues, Conf, Seminar | 464.00 | | | |
| 01-201-20-120-212 | Advertising | 162.07 | | | |
| 01-201-20-120-215 | Liquor License Renewals | 15.00 | | | |
| 01-201-20-120-251 | Professional Services | 1,242.74 | | | |
| 01-201-20-130-299 | Shared Services - Finance | 5,497.92 | | | |
| 01-201-20-140-204 | Internet/TV/Telephone | 243.36 | | | |
| 01-201-20-140-251 | Professional Services | 730.00 | | | |
| 01-201-20-145-203 | Miscellaneous Expense | 180.00 | | | |
| 01-201-20-145-214 | Tax Bills, Books, Forms | 200.00 | | | |
| 01-201-20-145-299 | Shared Services - Finance | 4,398.33 | | | |
| 01-201-20-155-201 | Legal Services - General | 19,012.25 | | | |
| 01-201-20-155-202 | Legal Services - Tax Appeals | 1,776.00 | | | |
| 01-201-20-175-221 | Special Projects | 1,155.37 | | | |
| 01-201-22-195-209 | Dues, Conf, Seminar | 75.00 | | | |
| 01-201-22-195-210 | Publications | 25.00 | | | |
| 01-201-25-240-201 | Stationary & Supplies | 119.00 | | | |
| 01-201-25-240-202 | Uniforms | 1,806.89 | | | |
| 01-201-25-240-208 | Vehicle Maintenance & Repair | 3,320.24 | | | |
| 01-201-25-240-214 | E-Ticket | 1,136.00 | | | |
| 01-201-25-240-218 | IT/Computer Related Expenses | 897.00 | | | |
| 01-201-25-240-292 | Electric Equipment | 3,000.00 | | | |
| 01-201-25-240-900 | Purchase of Police Vehicles | 1,624.94 | | | |
| 01-201-25-255-207 | Equipment & Equipment Maintenance | 3,975.00 | | | |
| 01-201-25-255-209 | Dues, Conf, Seminar | 850.00 | | | |
| 01-201-25-255-218 | IT / Computer Related Expenses | 200.05 | | | |
| 01-201-25-255-296 | Radio Repairs | 104.00 | | | |
| 01-201-25-260-600 | Contribution to 1st Aid Squad | 30,000.00 | | | |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|---|------------|--------------|---------------|------------|
| 01-201-26-290-207 | Equipment & Equip. Maintenance | 119.09 | | | |
| 01-201-26-290-216 | Doctor / Testing Fees | 60.00 | | | |
| 01-201-26-290-230 | Road Materials | 2,017.97 | | | |
| 01-201-26-290-231 | Striping | 12,350.08 | | | |
| 01-201-26-290-255 | Uniforms | 86.88 | | | |
| 01-201-26-305-215 | Trash Collection | 13,895.45 | | | |
| 01-201-26-310-207 | Equipment & Equip. Maintenance | 1,305.01 | | | |
| 01-201-26-310-212 | Building Repairs | 620.00 | | | |
| 01-201-26-310-214 | Ground Maint.,Supplies, Tools | 4,804.61 | | | |
| 01-201-26-310-251 | Professional Services | 169.43 | | | |
| 01-201-26-310-475 | Fire Extinguisher | 173.00 | | | |
| 01-201-26-315-208 | Vehicle Maintenance & Repair | 1,786.06 | | | |
| 01-201-26-315-310 | DPW Vehicle Maintenance | 878.21 | | | |
| 01-201-27-335-209 | Dues, Seminars, Training | 675.00 | | | |
| 01-201-27-335-221 | Natural Resource Management | 1,200.00 | | | |
| 01-201-31-430-201 | Electricity Other Expenses | 897.16 | | | |
| 01-201-31-435-201 | Street Lighting Other Expenses | 312.48 | | | |
| 01-201-31-440-201 | Telephone Other Expenses | 528.42 | | | |
| 01-201-31-445-201 | Water Other Expenses | 1,068.72 | | | |
| 01-201-31-446-201 | Gas (natural or propane) Other Expenses | 2,062.11 | | | |
| 01-201-32-465-301 | Recycling Tax Other Expenses | 286.74 | | | |
| 01-203-20-110-203 | (2021) Miscellaneous Expense | | 145.00 | | |
| 01-203-22-195-251 | (2021) Professional Services | | 2,175.00 | | |
| 01-203-25-240-202 | (2021) Uniforms | | 467.54 | | |
| 01-205-55-000 | TAX OVERPAYMENTS | | | 981.63 | |
| TOTALS FOR | Current Fund | 132,367.65 | 2,787.54 | 981.63 | 136,136.82 |
| ===== | | | | | |

Total to be paid from Fund 01 Current Fund 136,136.82

136,136.82

Checks Previously Disbursed

| | | | | |
|----------|----------------------------|---|------------|------------|
| 3092 | V&K CONSTRUCTION CO. INC. | Multiple: | 130,757.39 | 12/08/2022 |
| 12072022 | SOMERSET HILLS BOARD OF ED | PO# 4945 Release Order December 2022 School | 555,863.05 | 12/07/2022 |
| 12132022 | PEAPACK GLADSTONE BANK | PO# 4946 BOND PAYMENT 2009 REFUNDING | 151,537.10 | 12/13/2022 |
| 12152022 | N.J.S.H.B.P. (B) | PO# 4925 Health Insurance-December 2022-Ret | 14,463.40 | 12/15/2022 |
| 12152022 | N.J.S.H.B.P. | PO# 4927 Health Benefits-November 2022-Acti | 14,407.53 | 12/15/2022 |
| | | | ----- | |
| | | | 867,028.47 | |

| Totals by fund | Previous Checks/Voids | Current Payments | Total |
|----------------------|-----------------------|------------------|--------------|
| Fund 01 Current Fund | 736,271.08 | 136,136.82 | 872,407.90 |
| Fund 04 CAPITAL FUND | 130,757.39 | | 130,757.39 |
| BILLS LIST TOTALS | 867,028.47 | 136,136.82 | 1,003,165.29 |
| ===== | | | |

List of Bills - (0710101000000) Sewer Operating Peapack-Gladstone Bank #**SEWER**

Meeting Date: 12/20/2022 For bills from 12/06/2022 to 12/15/2022

| Check# | Vendor | Description | Payment | Check Total |
|--------|--|--|----------|-------------|
| 9737 | 80597 - EVOQUA WATER TECHNOLOGIES, LLC | PO 4974 REL 4082/BIOXIDE DELIVERY - SEWER DEPART | 1,759.35 | 1,759.35 |
| 9738 | 80147 - FLEMINGTON DEPARTMENT STORE, | PO 4913 REL 4224/UNIFORMS - SEWERAGE AUTHORITY | 150.00 | |
| | | PO 4992 REL 4738/UNIFORMS 11/30/2022 | 592.00 | 742.00 |
| 9739 | 81107 - GRIFFITH-ALLIED TRUCKING, LLC | PO 4905 Gasoline & Diesel Fuel Deliveries 11/21/ | 1,194.63 | |
| | | PO 4991 Gasoline & Diesel Fuel Deliveries 12/5/2 | 1,595.45 | 2,790.08 |
| 9740 | 8010013 - JERSEY CENTRAL POWER & LIGHT | PO 4986 10/8/2022 - 11/8/2022 - 12 BROOK, MAPLE | 1,153.67 | 1,153.67 |
| 9741 | 80200 - ONE CALL CONCEPTS, INC. | PO 4953 NOVEMBER VOICE MESSAGES | 55.05 | 55.05 |
| 9742 | 80122 - P.S.E. & G. | PO 4959 10/25/2022 - 11/22/2022 - 8 BROOK STREET | 145.95 | 145.95 |
| 9743 | 8098017 - TOWNSHIP OF MONTGOMERY | PO 4798 SEWER SHARED SERVICES - DECEMBER 2022 | 1,099.58 | 1,099.58 |
| 9744 | 6042 - W. E. TIMMERMAN CO., INC. | PO 4723 Ques Camera Truck Repairs (Sewer) | 899.08 | 899.08 |
| TOTAL | | | | 8,644.76 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|--|------------|--------------|---------------|----------|
| 07-101-01-000-000 | Sewer Operating Peapack-Gladstone Bank # | | | 0.00 | 8,644.76 |
| 07-201-55-501-204 | Telephone | 55.05 | | | |
| 07-201-55-501-207 | Equipment Maintenance | 899.08 | | | |
| 07-201-55-501-232 | Chemicals | 1,759.35 | | | |
| 07-201-55-501-255 | Uniforms | 742.00 | | | |
| 07-201-55-501-260 | Electricity | 1,153.67 | | | |
| 07-201-55-501-261 | Natural Gas | 145.95 | | | |
| 07-201-55-501-262 | Gasoline Vehicles | 2,790.08 | | | |
| 07-201-55-501-299 | Shared Services - Finance | 1,099.58 | | | |
| TOTALS FOR | SEWER | 8,644.76 | 0.00 | 0.00 | 8,644.76 |

Total to be paid from Fund 07 SEWER

8,644.76

8,644.76

Checks Previously Disbursed

| | | | | | |
|----------|------------------|----------|------------------------------------|-----------|------------|
| 12152022 | N.J.S.H.B.P. | PO# 4928 | Health Benefits-November 2022-Acti | 7,203.76 | 12/15/2022 |
| 12152022 | N.J.S.H.B.P. (B) | PO# 4926 | Health Insurance-December 2022-Ret | 7,231.70 | 12/15/2022 |
| | | | | 14,435.46 | |

| Totals by fund | Previous Checks/Voids | Current Payments | Total |
|-------------------|-----------------------|------------------|-----------|
| Fund 07 SEWER | 14,435.46 | 8,644.76 | 23,080.22 |
| BILLS LIST TOTALS | 14,435.46 | 8,644.76 | 23,080.22 |

List of Bills - (1210101000000) General Trust Peapack-Gladstone Bank #40
Trust Funds

Meeting Date: 12/20/2022 For bills from 12/06/2022 to 12/15/2022

| Check# | Vendor | Description | Payment | Check Total |
|--------|-------------------------------------|---|----------|-------------|
| 2080 | 1931 - N.J. DEPT. COMMUNITY AFFAIRS | PO 4930 Q3 2022 DCA FEES DUE TO STATE OF NJ | 2,430.00 | 2,430.00 |
| TOTAL | | | | 2,430.00 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|--|------------|--------------|---------------|----------|
| 12-101-01-000-000 | General Trust Peapack-Gladstone Bank #40 | | | 0.00 | 2,430.00 |
| 12-288-56-300-001 | Reserve for Inspections - DCA FEES | | | 2,430.00 | |
| TOTALS FOR | Trust Funds | 0.00 | 0.00 | 2,430.00 | 2,430.00 |

Total to be paid from Fund 12 Trust Funds

2,430.00

=====

2,430.00

List of Bills - (1510101000000) Recreation Trust Cash **Recreation Trust**

Meeting Date: 12/20/2022 For bills from 12/06/2022 to 12/15/2022

| Check# | Vendor | Description | Payment | Check Total |
|--------|-------------------------------------|--|---------|-------------|
| 3992 | 8098041 - Dan Dolan | PO 4877 2022 Tree Lighting/ Santa Visit - candy | 31.23 | 31.23 |
| 3993 | 81002 - DARROW'S SPORTING EDGE, INC | PO 4890 PG Rec - basketball bags (2) for outdoor | 44.00 | |
| | | PO 4970 PG Rec - SH Basketball - court traction | 85.00 | 129.00 |
| TOTAL | | | | 160.23 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|---------------------------|------------|--------------|---------------|--------|
| 15-101-01-000-000 | Recreation Trust Cash | | | 0.00 | 160.23 |
| 15-288-56-200-006 | Reserve for Basketball | | | 129.00 | |
| 15-288-56-200-014 | Reserve for Community Day | | | 31.23 | |
| TOTALS FOR | Recreation Trust | 0.00 | 0.00 | 160.23 | 160.23 |

Total to be paid from Fund 15 Recreation Trust

160.23

160.23

List of Bills - (2210101000) Open Space Peapack-Gladstone Bank #40003 **Open Space**

Meeting Date: 12/20/2022 For bills from 12/06/2022 to 12/15/2022

| Check# | Vendor | Description | Payment | Check Total |
|--------|---------------------------------|--|----------|-------------|
| 2035 | 80983 - BURGIS ASSOCIATES, INC. | PO 4710 BLANKET - Preperation of an Updated Farm | 2,825.00 | 2,825.00 |
| | TOTAL | | | 2,825.00 |

Summary By Account

| ACCOUNT | DESCRIPTION | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|---------------|--|------------|--------------|---------------|----------|
| 22-101-01-000 | Open Space Peapack-Gladstone Bank #40003 | | | 0.00 | 2,825.00 |
| 22-288-56-000 | RESERVE FOR MUNICIPAL OPEN SPACE TRUST F | | | 2,825.00 | |
| TOTALS FOR | Open Space | 0.00 | 0.00 | 2,825.00 | 2,825.00 |

Total to be paid from Fund 22 Open Space

2,825.00
 =====
 2,825.00

Checks Previously Disbursed

| | | | | | |
|----------|------------------------|----------|------------------------------------|------------|------------|
| 12132022 | PEAPACK GLADSTONE BANK | PO# 4947 | BOND PAYMENT 2009 REFUNDING Loan A | 144,333.90 | 12/13/2022 |
| | | | | 144,333.90 | |

| Totals by fund | Previous Checks/Voids | Current Payments | Total |
|--------------------|-----------------------|------------------|------------|
| Fund 22 Open Space | 144,333.90 | 2,825.00 | 147,158.90 |
| BILLS LIST TOTALS | 144,333.90 | 2,825.00 | 147,158.90 |