

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made this day of , 2019, between the **TOWNSHIP OF TEANECK** (hereinafter referred to as "**TOWNSHIP**") having its offices at 818 Teaneck Road, Teaneck, New Jersey 07666, and **McCusker Anselmi Rosen & Carvelli, PC**, having offices at 210 Park Avenue, Suite 301, Florham Park, N.J. 07932 (with John L. Shahdanian II being the principal attorney of the firm responsible) (hereinafter referred to as "**ATTORNEY**").

WITNESSETH

WHEREAS, the Township of Teaneck has heretofore appointed Chasan Lamparello Mallon & Cappuzzo, PC as the Township Attorneys, Tax Appeal Attorneys, Labor Counsel and Litigation Attorneys for the period from July 1, 2019 through June 30, 2020, with John L. Shahdanian II, Esq. serving as the principal attorney of the firm responsible for representing the Township; and

WHEREAS, John L. Shahdanian II, Esq. has joined a new law firm, McCusker Anselmi Rosen & Carvelli, PC, 210 Park Avenue, Suite 301, Florham Park, N.J. 07932, effective January 1, 2020; and

WHEREAS, Chasan Lamparello Mallon & Cappuzzo, PC has consented to permit John L. Shahdanian II, Esq. to continue to represent the Township of Teaneck at his new law firm; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 *et seq.*) authorizes the award of a professional services contract for such services without competitive bidding by reason that such services constitute "professional services" which are services rendered or performed by a person authorized by law to practice a recognized profession, whose practice is regulated by

law and the performance of which services requires knowledge of an advanced type in a field of learning acquired by a prolonged formal course of specialized instruction and study as distinguished from general academic instruction or apprenticeship; and

WHEREAS, the Township Council wishes to appoint the law firm of **McCusker Anselmi Rosen & Carvelli, PC** as the Township Attorneys, Tax Appeal Attorneys, Labor Counsel and Litigation Attorneys to represent the Township of Teaneck for the period from January 1, 2020 through June 30, 2020, with John L. Shahdanian II, Esq. serving as the principal attorneys of the firm responsible for representing the Township, as a “Non-Fair and Open” contract as defined in N.J.S.A. 19:44A-20.5, by reason of their knowledge and experience in representing the Township of Teaneck and other municipalities; and

WHEREAS, the parties wish to mutually set forth the compensation and terms and conditions regarding such appointment; and

WHEREAS, the Township Manager has determined and certified in writing that the anticipated payments under said contract, when added to previous authorizations, may exceed \$17,500; and

WHEREAS, the **McCusker Anselmi Rosen & Carvelli, PC** (hereinafter “Attorneys”) have completed and submitted a Business Entity Disclosure Certification which certifies that the Attorneys have not made any reportable contributions to a political or candidate committee in the previous one year period preceding the award of this contract, pursuant to N.J.S.A. 19:44A-1 et seq., P.L. 2004, c.19, as amended by P.L. 2005, c.51, or pursuant to Ordinance 19-2017 of the Township of Teaneck which would bar the award of this contract, and that the contract will prohibit the Attorney from making any reportable contributions during the term of the contract;

and

WHEREAS, the Chief Financial Officer has certified that sufficient funds for these contracts are available and that a copy of such Certificate shall be attached to the original of this resolution and be on file on the office of the Township Clerk and available for public inspection;

WHEREAS, the Township Council of the **TOWNSHIP** has authorized the Mayor to execute and the Clerk to attest an Agreement between the **TOWNSHIP** and the **ATTORNEY**;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

1. **Term of Office.** The **ATTORNEY** shall serve as Township Attorney for the period commencing from January 1, 2020 through June 30, 2020, in accordance with the provisions of Section 2-33 of the Code of the Township of Teaneck, and *N.J.S.A. 40A:9-139, 40A:11-5 and 40:69A-89*. This Agreement will remain in effect for said term and, unless modified in writing, shall continue for so long as the **ATTORNEY** shall continue to serve as the Township Attorney.

2. **Duties of Attorney.** The **ATTORNEY** agrees to perform any and all duties and obligations of a municipal attorney in the State of New Jersey as may be required by law, and as set forth in the Code of the Township of Teaneck, including, but not limited to the following:

(a) Be the chief legal advisor to the Council and Manager and shall give all the necessary legal advice and counsel as required by the Council and Manager, and which pertain to the affairs of the Township.

(b) Prepare or supervise the preparation of all ordinances, regulations, resolutions, contracts and other legal documents and papers pertaining to the Township.

(c) Appear as the attorney-of-record for the Township in all actions or proceedings in any court or before any board in which the Township is a party in interest or in which it may be or become involved, or where the public interest of the Township may be served, and in all actions and proceedings for the enforcement of the Code or other Township ordinances and regulations and prepare and file such pleadings, including, but not limited to, complaints, answers, counter-claims and cross-claims, as may be necessary or appropriate in any such actions or proceedings.

(d) Attend all regular, workshop and special meetings of the Council, as requested by the Council and/or Manager.

(e) Supervise the administration of the Office of the Township Attorney and allocate duties and responsibilities to Office personnel.

(f) Promptly report the outcome of any litigation in which the Township is a party in interest.

(g) Report to the Council the status of all pending litigation wherein the Township is a party in interest.

(h) Have the power to enter into any agreement, compromise or settlement of any litigation in which the Township is involved, subject to the approval of the Council.

(i) Serve as labor counsel

3. **Compensation.**

(a) The **TOWNSHIP** agrees to pay the **ATTORNEY** the retainer in the sum of \$19,750 per month for the duration of the contract for the performance of the following legal services as detailed below.

1. Attendance at meetings with the Council, Manager and various department heads on matters to the extent not covered in paragraph (b) below.
2. All e-mail and telephonic communications with Council members and meetings with individual Council persons as requested.
3. All resolutions and ordinances and RFP for legal services.
4. All communications, to the extent not covered in paragraph (b) below.
5. Drafting and review of resolutions and ordinances as requested by the Council, Manager and/or Clerk.
6. Research and memos on legal issues that may arise to the extent not covered in paragraph (b) below.
7. Review and drafting of all contracts as required or as initiated by a third party, i.e., architects and BCUA, Purchasing Agent or the Manager and review of all bids as requested.
8. All Open Public Meetings Act (OPMA) issues to the extent not covered in paragraph (b) below.
9. All Open Public Records Act (OPRA) issues, including litigation, provided that all of the following conditions have been strictly complied with, time being of the essence:

A. OPRA requests on which the Custodian of Records has any legal issues shall be provided to the **ATTORNEY** by the **TOWNSHIP** within 48 hours of the receipt thereof by the Custodian of Record.

B. The **TOWNSHIP** and the Township's Custodian of Records shall strictly comply with the instructions provide by the **ATTORNEY** within the time periods required under OPRA.

(b) In addition to the annual retainer, the **TOWNSHIP** shall pay the **ATTORNEY** the sum of One Hundred Fifty Dollars (\$150.00) for each hour for legal services rendered by an attorney and \$85.00 for each hour of services rendered by paralegals in connection with the following litigation and adversarial matters. The **ATTORNEY** will submit vouchers in the form provided by the **TOWNSHIP** on a monthly basis. Vouchers shall include a detailed statement of services rendered, the date of such service and the amount of time expended thereon, all charged on an hourly basis, divided by one/tenth (1/10th) of an hour intervals.

1. All insurance claims/litigation/Notice of Tort claims.
 - A. Accidents
 - B. Slip and falls.
 - C. Contractual
 - D. Enforcement/code enforcement/rent control administration
 - E. Prosecutor and judicial coverage and issues.
 - F. Actions in lieu of prerogative writs.
 - G. All other litigation and adversarial proceedings excluding OPRA matters covered under paragraph (a) above.

2. Tax Appeals, both County and State
3. Coordination of all litigation and adversarial matters, including but not limited to
 - A. Arbitrations
 - B. Grievances
 - C. Civil Service
 - D. PERC
 - E. Prosecutions
 - F. COAH legal issues
 - G. Litigation
 - H. Personnel issues.
 - I. Government Records Council
 - J. OAL issues
 - K. Workmen's Compensation
 - L. Notice of Tort Claims

(c) In addition to the annual retainer, labor services shall be provided on an hourly basis based upon the following hourly rates during the term of this agreement:

| | |
|---------------------|-------|
| Partner | \$175 |
| Of Counsel | \$175 |
| Associate | \$175 |
| Law Clerk/Paralegal | \$85 |

In addition to the foregoing legal fees, the ATTORNEY shall be reimbursed by the TOWNSHIP for costs and expenses, including deposition transcript costs, experts' fees (to be discussed and

approved by the TOWNSHIP prior to being incurred), photocopying and supply charges, taxes, travel expenses, court costs and fees, messenger charges, and other necessary costs and expenses.

(d) In addition to the foregoing fees, the **TOWNSHIP** shall reimburse the **ATTORNEY** for actual and reasonable out-of-pocket expenses and costs incurred in connection with performing the aforesaid legal services on a monthly basis. When any Township legal duty shall require the **ATTORNEY'S** presence outside of the Township, his reasonable traveling expenses shall be paid. He shall also be reimbursed for all filing fees and other disbursements necessary in the handling of the Township's legal affairs. For individual specific cases including but not limited to litigation matters, computer research database fees shall be billed on a usage basis. For all other matters computer research shall be billed at a flat rate of \$400 per month for all other matters.

(e) The **ATTORNEY** may engage the services of expert witnesses and special counsel when, in his opinion, such action is necessary in connection with the handling of any legal business of the Township. Reasonable fees for such witnesses and special counsel shall either be paid directly by the Township or, if paid by the **ATTORNEY** as a disbursement, reimbursed to the **ATTORNEY**.

(f) The **ATTORNEY** shall not be responsible to perform any legal services for the **TOWNSHIP** for which a conflict of interest exists or for which representation is precluded under the Rules of Court. The **TOWNSHIP** shall, in such cases, arrange for substitute counsel.

4. **Written Opinions and Memoranda of the ATTORNEY.** All written opinions and memoranda of the Attorney shall be made available to the all members of the Township Council, either by provision of a complete copy thereof to all members, or by inclusion of same in a file

maintained for such written documents by the Township Clerk, except in cases in which a conflict of interest is present. All papers and documents pertaining to Township legal matters shall remain the property of the Township.

5. **Equal Employment Opportunity.** During the performance of this Agreement the **ATTORNEY** shall comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27*, including the requirements as set forth in Exhibit A, annexed hereto and made part hereof.

6. **Substitutes.** The name of the **ATTORNEY'S** law firm may appear as attorney of record for the Township in all actions or proceedings. In a specific case any member of the law firm may appear on behalf of the Township Attorney; however, no additional compensation will be paid relative to such appearances.

7. **Modification, Waiver and Construction.**

(a) This Agreement shall not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

(b) The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver of either party to any breach of this Agreement, shall not prevent a subsequent enforcement of any term or condition of this Agreement nor shall same be deemed to constitute a waiver of any subsequent breach.

(c) This Agreement shall be construed in accordance with the laws of the State of New Jersey.

(d) Any cause of action, claim, suit, or civil action of any kind filed by either the **ATTORNEY** or the **TOWNSHIP** arising out of or relating to the terms of this Agreement or the relationship of the parties shall be brought only in the Superior Court of New Jersey, Bergen

County, New Jersey. Both parties irrevocably submit themselves to the jurisdiction of that Court.

(e) Effective July 1, 2019, this Agreement shall supersede all previous agreements between the **ATTORNEY** and the **TOWNSHIP**.

8. **Independent Contractor Status.** The services to be rendered by the **ATTORNEY** pursuant to the terms and conditions hereof shall be rendered as an independent contractor and not as an employee of the **TOWNSHIP**.

9. **Political Contribution Disclosure.** This contract has been awarded to the **ATTORNEY** based on the merits and abilities of the **ATTORNEY** to provide the goods or services as described herein. This contract was awarded through a “non-fair and open process” pursuant to N.J.S.A. 19:44A-20.4 et seq. Notwithstanding the foregoing, the **ATTORNEY**, by signing below, attests that the **ATTORNEY**, its subsidiaries, assigns or principals controlling in excess of 10% of the **ATTORNEY** company has neither made a contribution, that is reportable to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2007, c. 19, as amended by P.L. 2005, c. 51, or Teaneck Ordinance 19-2017 which would affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of this contract to any political party committee in the Township of Teaneck if a member of that political party is serving in an elective public office of the Township of Teaneck when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township of Teaneck when the contract is awarded or to any other candidate or political committee in excess of the amounts permitted pursuant to Ordinance No. 19-2017. In

addition, **ATTORNEY** acknowledges and understands that this agreement shall not be authorized by the Township of Teaneck until such time as the Township of Teaneck has received from **ATTORNEY** all executed forms and certifications as required by State Law (if necessary) and Ordinance No. 19-2017 of the Township of Teaneck.

10. **Business Registration**. The **ATTORNEY** shall comply with the provisions of N.J.S.A. 52:32-44 et seq. respecting the New Jersey Business Registration requirements.

11. **Iranian Investment Disclosure**: The **ATTORNEY** shall comply with the requirements of N.J.S.A. 40A:11-2.1 and N.J.S.A. 52:32-55 et seq. (P.L. 2012, Chap. 25) respecting the disclosure of investment activities in Iran. Any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification provided herewith, under penalty of perjury, that the person or entity, or one of the person's or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date set forth hereinabove.

TOWNSHIP OF TEANECK

Doug Ruccione, Acting Township Clerk

By: Mohammed Hameeduddin, Mayor

WITNESS:

McCusker Anselmi Rosen & Carvelli, PC

By:

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

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-AUG-2017** to **15-AUG-2024**

MCCUSKER ANSELM ROSEN & CARVELLI
210 PARK AVE., STE 301
FLORHAM PARK NJ 07932



A handwritten signature in black ink, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCCUSKER, ANSELM, ROSEN & CARVELLI, A
PROFESSIONAL CORPORATION

Trade Name:

Address: 210 PARK AVENUE SUITE 301
FLORHAM PARK, NJ 07932

Certificate Number: 0662339

Effective Date: April 18, 1996

Date of Issuance: November 21, 2017

For Office Use Only:

20171121142909248

Attachment: MARC Business Registration Certificate (Nov. 2017) (10-2020 : APPOINTING OF THE LAW FIRM OF MCCUSKER ANSELM ROSEN

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Required Pursuant To Ordinance No. 19-2017

<TOWNSHIP OF TEANECK>

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the
McCusker, Anselmi, Rosen & Carvelli, P.C.

(name of business entity)

has not made a contribution in violation of Ordinance No. 19-2017, effective July 3rd, 2017 a copy of which is annexed hereto.

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address |
|------------------------------|---|
| John B. McCusker | 78 Douglas Road, Glen Ridge, NJ 07028 |
| Andrew E. Anselmi | 2 Pine Ridge Court, Chester, NJ 07930 |
| Bruce S. Rosen | 278 Crabtree Court, Basking Ridge, NJ 07920 |
| Paul F. Carvelli | 14 Craig Road, Morris Township, NJ 07960 |
| | |
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| | |
| | |
| | |

Part 3 – Signature and Attestation:

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

Name of Business Entity: McCusker, Anselmi, Rosen & Carvelli, P.C.

Signature of
 Affiant: _____ Title: Director

Printed Name of Affiant : McCusker, Anselmi, Rosen & Carvelli, P.C.

Date: January 3, 2020

Subscribed and sworn before me this ____ day of
 _____, 2____.

(Witnessed or attested by)

My Commission expires:

(Seal)

Attachment: Pay to Play Documents Package Teaneck filled in MH (10-2020 : APPOINTING OF THE LAW FIRM OF MCCUSKER ANSELM

Required Pursuant To Ordinance No. 19-2017

TOWNSHIP OF TEANECK

The following is the text of the Public Contract Reform Ordinance of the Township of Teaneck, No. 19-2017. Please note that professional business entities and vendors must comply with the reporting, filing and disclosure requirements under PL 2005, Chapter 271 and the regulations adopted thereunder.

PUBLIC CONTRACTING REFORM ORDINANCE

WHEREAS, large political contributions from those seeking to or performing business with a municipality, raises reasonable concerns on the part of taxpayers and residents as to their trust in government contracts;

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-law as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271, a municipality is authorized to adopt by ordinance measures limiting the awarding of public contracts to business entities that have made political contributions and limiting the contributions that the holders of a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the Township Council desires to establish a policy that will avoid the perception of improper influence in local elections.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Teaneck, in the County of Bergen, and State of New Jersey, as follows:

SECTION 1. Chapter 12, entitled "Contracts, Public" of the Code of the Township of Teaneck, is hereby amended to read in full as follows:

Sec. 12-1. Prohibition on Awarding Public Contracts to Certain Contributors

(a) To the extent that it is not inconsistent with state or federal law, the Township of Teaneck and any of its purchasing agents or departments or instrumentalities of the municipality thereof, as the case may be, shall not enter into any agreement or otherwise contract to procure services from any professional business entity or vendor in excess of \$17,500 in the aggregate per year, excepting those contracts awarded under a public exigency (N.J.S.A. 40A:11-6) or those awarded pursuant to a "fair and open process" whereby the award is required to be made to the lowest responsible bidder, if such professional business entity or vendor has solicited or made any contribution of money, or pledge of a contribution, including in-kind contributions, to (i) a campaign committee of any municipal candidate or holder of public office in the Township of Teaneck having ultimate responsibility for the award of a contract, or (ii) to any Township of Teaneck party committee, or (iii) to any candidate committee or political action committee (PAC) that regularly engages in, or whose primary purpose is the support of Teaneck municipal elections and/or Teaneck municipal parties, in excess of the thresholds specified in subsection (d) within the preceding one-year period from the date of the award of the contract or agreement.

(b) No professional business entity or vendor who submits a proposal for, enters into

Required Pursuant To Ordinance No. 19-2017

TOWNSHIP OF TEANECK

negotiations for, or agrees to any contract or agreement in excess of \$17,500 in the aggregate per year (excepting emergency contracts awarded by 40A:11-6 or under the "fair and open" process pursuant to 19:44A-20 *et seq.* whereby the award is required to be made to the lowest responsible bidder) with the Township of Teaneck or any departments thereof, for the rendition of professional services, or goods and services, as the case may be, shall knowingly solicit or make any contribution of money, pledge of contribution, including in-kind contributions, to (i) a campaign committee of any municipal candidate or holder of public office in the Township of Teaneck having ultimate responsibility for the award of a contract, or (ii) to any Township of Teaneck party committee, or (iii) to any candidate committee or political action committee (PAC) that regularly engages in, or whose primary purpose is the support of Teaneck municipal elections and/or Teaneck municipal parties, between the time of first communication between that professional business entity or vendor and the Township of Teaneck regarding a specific professional services agreement or goods and services agreement, as the case may be, and the later of the termination of negotiations or rejection of any proposal, or the completion of the contract or agreement.

- (c) For purposes of this ordinance, a "professional business entity" and a "vendor" seeking a public contract mean an individual including the individual's spouse, if any, and any child living at home; person; firm; corporation; professional corporation; partnership; organization; or association. The definition of a business entity and vendor includes all principals who own 10% or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity or vendor, as well as any subsidiaries directly controlled by the business entity or vendor.
- (d) Any individual meeting the definition of "professional business entity" or "vendor" under this section may contribute a maximum of \$300 each per election for any purpose to (i) a campaign committee of any municipal candidate or holder of public office in the Township of Teaneck having ultimate responsibility for the award of a contract, or (ii) to any Township of Teaneck party committee, or (iii) to any candidate committee or political action committee (PAC) that regularly engages in, or whose primary purpose is the support of Teaneck municipal elections and/or Teaneck municipal parties without violating subsection (a) of this section. However, any group of individuals meeting the definition of "professional business entity" or "vendor" under this section, including such principals, partners, and officers of the entity or vendor in the aggregate, may not annually contribute for any purpose in excess of \$2,500 per election to all Township of Teaneck candidates and officeholders with ultimate responsibility for the award of the contract, and all Township of Teaneck political parties, candidate committees, and PACs referenced in this ordinance combined, without violating subsection (a) of this section.
- (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be the Township Council.

SE. 12-2. Contributions Made Prior to the Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity or vendor to any Township of Teaneck municipal candidate, or Township of Teaneck party committee, or candidate committee, or PAC referenced in this

Required Pursuant To Ordinance No. 19-2017

TOWNSHIP OF TEANECK

ordinance shall be deemed a violation of this ordinance, nor shall an agreement for property, goods, or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity or vendor prior to the effective date of ordinance no. 4029.

SEC. 12-3. Contribution Statement by Professional Business Entity and Vendors

- (a) Prior to awarding any contract or agreement to procure services with any professional business entity and any contract or agreement to procure goods and services from a vendor in excess of \$17,500 in the aggregate per year, the Township of Teaneck or its purchasing agents and departments, as the case may be, shall receive a sworn statement from the professional business entity or vendor, made under penalty of perjury, that the bidder or offeror has not made a contribution in violation of Section 1 of this ordinance.
- (b) The professional business entity and vendor shall have a continuing duty to report any violations of this ordinance that may occur during the negotiation, proposal process or duration of a contract. The certification required under this subsection shall be made prior to entry into the contract or agreement with the Township of Teaneck, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SEC. 12- 4. Return of Excess Contributions

A professional business entity, vendor, or Teaneck municipal candidate or officeholder, or Township of Teaneck party committee, candidate committee, or PAC referenced in this ordinance, may cure a violation of Section 1 of this Ordinance, if, within 60 days after the date on which the contribution was made, the professional business entity or vendor notifies the Township of Teaneck, in writing, and seeks and receives reimbursement of the contribution from the relevant municipal candidate or officeholder, Township of Teaneck political party, candidate committee, or PAC referenced in this ordinance.

SEC. 12- 5. Violations

It shall be a breach of the terms of the Township of Teaneck professional service agreement or agreement for goods or services for a business entity to:

- (1) make or solicit a contribution in violation of this ordinance;
- (2) knowingly conceal or misrepresent a contribution given or received;
- (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) make or solicit any contribution the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Township of Teaneck;
- (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this ordinance;
- (6) fund contributions made by third parties, including consultants, attorneys, family

Required Pursuant To Ordinance No. 19-2017

TOWNSHIP OF TEANECK

members, and employees;

(7) engage in any exchange of contributions to circumvent the intent of this ordinance;

(8) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this ordinance.

SEC. 12- 6. Disqualification

Any professional business entity who violates any provisions of paragraphs (1) through (8) of Section 5 of this ordinance, shall be disqualified from eligibility for future Township of Teaneck contracts for a period of four calendar years from the date of the violation.

SECTION 2. Severability

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable.

SECTION 3. Inconsistency

All ordinances or parts of ordinances which are inconsistent with any provisions of this ordinance are hereby repealed as to the extent of such inconsistencies.

SECTION 4. Effective Date

This ordinance shall become effective twenty (20) days following final adoption and publication thereof as required by law.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

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

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

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

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: McCusker Anselmi Rosen and Carvelli PC

Organization Address: 210 Park Avenue, Suite 301, Florham Park, NJ 07932

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| John B. McCusker | 78 Douglas Road, Glen Ridge, NJ 07028 |
| Andrew E. Anselmi | 2 Pine Ridge Court, Chester, NJ 07930 |
| Bruce S. Rosen | 278 Crabtree Court, Basking Ridge, NJ 07920 |
| Paul F. Carvelli | 14 Craig Road, Morris Township, NJ 07960 |

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| N/A | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| N/A | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|-------------------|--------|-----------------|
| Full Name (Print): | Andrew E. Anselmi | Title: | Director |
| Signature: | | Date: | January 3, 2010 |

Attachment: Pay to Play Documents Package Teaneck filled in MH (10-2020 : APPOINTING OF THE LAW FIRM OF MCCUSKER ANSELM

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

| | | | |
|--------------|---|-----------|------------|
| Vendor Name: | McCusker, Anselmi, Rosen & Carvelli, P.C. | | |
| Address: | 210 Park Avenue, Suite 301 | | |
| City: | Florham Park | State: NJ | Zip: 07932 |

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

Signature

Andrew E. Anselmi
Printed Name

Director
Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

[illegible]

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

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

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

12.C.3.d

Quote Number: _____

Bidder/ Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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 at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidder **must** review this list prior to completing the below certification. **Failure to complete the certification will 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.

PLEASE 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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: 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 outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

| | |
|-----------------------------------|--------------------------------------|
| Name _____ | Relationship to Bidder/Offeror _____ |
| Description of Activities _____ | |
| _____ | |
| Duration of Engagement _____ | Anticipated Cessation Date _____ |
| Bidder/Offeror Contact Name _____ | Contact Phone Number _____ |

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 and acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Andrew E. Anselmi

Signature: _____

Title: Director

Date: January 3, 2020



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. Box 039

TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer

JIGNASA DESAI-MCCLEARY
Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

| | |
|-----|---|
| 1. | Bank Markazi Iran (Central Bank of Iran) |
| 2. | Bank Mellat |
| 3. | Bank Melli Iran |
| 4. | Bank Tejarat |
| 5. | National Iranian Tanker Company (NITC) |
| 6. | Amona |
| 7. | Bank Saderat PLC |
| 8. | Bank Sepah |
| 9. | Belaz |
| 10. | Belneftkhim (Belarusneft) |
| 11. | China International United Petroleum & Chemicals Co., Ltd. (Unipet) |
| 12. | China National Offshore Oil Corporation (CNOOC) |
| 13. | China National Petroleum Corporation (CNPC) |
| 14. | China National United Oil Corporation (ChinaOil) |
| 15. | China Petroleum & Chemical Corporation (Sinopec) |
| 16. | China Precision Machinery Import-Export Corp. (CPMIEC) |
| 17. | Grimley Smith Associates |

| | |
|-----|---|
| 18. | Indian Oil Corporation |
| 19. | Kingdream PLC |
| 20. | Maire Tecnimont SpA |
| 21. | Naftiran Intratrade Company (NICO) |
| 22. | Oil and Natural Gas Corporation (ONGC) |
| 23. | Oil India Limited |
| 24. | Persia International Bank |
| 25. | PetroChina Company, Ltd. |
| 26. | Petroleos de Venezuela (PDVSA Petróleo, SA) |
| 27. | Sameh Afzar Tajak Co. (SATCO) |
| 28. | Shandong FIN CNC Machine Company, Ltd. |
| 29. | Sinohydro |
| 30. | SKS Ventures |
| 31. | Som Petrol AS |
| 32. | Zhuhai Zhenrong Company |

List Date: January 30, 2017