

CONTRACT

THIS CONTRACT is entered into as of the 1st day of January, 2024, between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey, with an office located at 101 Interchange Plaza, Suite 202, Cranbury, New Jersey 08512 (hereinafter the “MCIA”), and **RAINONE COUGHLIN MINCHELLO, LLC**, having an address of 555 U.S. Highway 1 South, Suite 440, Iselin, New Jersey 08830 (hereinafter the “Contractor”).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Authorization.** By Resolution #23-76, dated December 13, 2023, the MCIA awarded a contract to Contractor.
2. **General Scope of Service.** Contractor shall provide legal services (the “Services”) for the general operations of the Authority as described on Exhibit A.
3. **Compensation.** Contractor shall be compensated for the timely and complete performance of its obligations under this Contract, as follows:

The cost for the provision of the Services shall be the hourly rate of \$185.00 for attorney time in an amount not to exceed \$400,000.00. In addition, Contractor shall be compensated for services rendered in connection with financings at amounts to be approved at the time of the project financing.

4. **Indemnification.** Contractor shall defend, save and hold harmless the MCIA, its members, officers, agents and employees, against all claims, costs, demands, attorneys’ fees, losses or damage, to persons or property, that may arise as a result of any claim or action, in connection with Contractor’s negligent performance of its obligations under this Contract.

5. **No Assignment.** The MCIA has awarded this Contract to Contractor due to the expertise of Contractor in its field, and due to the unique and specialized services to be performed. Accordingly, this Contract may not be assigned by Contractor without the MCIA's consent.
6. **Term.** This is a one (1) year contract commencing January 1, 2024 and ending December 31, 2024.
7. **Licenses and Registrations.** In the event any services to be performed under this Contract require any particular license or registration to perform the Services described, Contractor shall at all times during the terms of this Contract maintain and keep current and valid all such licenses and registrations. Failure to do so shall give the MCIA the right to terminate this Contract upon three (3) business days advance written notice. If requested, Contractor shall furnish any requested registration or license within two (2) business days.
8. **Default/Termination.** Notwithstanding anything contained herein or in any general conditions, in the event of the default of the Contractor to provide the Services, the MCIA may terminate the Contract without penalty on thirty (30) days written notice to Contractor.
9. **Termination.** It is understood and agreed to by the Contractor that the Authority may cancel this contract at any time by giving prior written notice of said cancellation to the Contractor within sixty (60) days prior to the effective cancellation date.
10. **Insurance.** Contractor shall secure and maintain at all times during the term of this Contract all of the insurance coverages required by the MCIA and certifies that it has proper insurance.
11. **Non-Discrimination.** Contractor shall not discriminate in the furnishing of its services or hiring practices due to race, color, national origin, religion, sex, marital status, age, ancestry or affectional or sexual orientation.

12. **Affirmative Action.** Contractor shall conform to the State of New Jersey Affirmative Action requirements, which is marked as Exhibit B and is attached hereto and made a part hereof.
13. **Notices.** All notices required or permitted to be given under this Contract shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight delivery service, to the parties at the addresses listed below:

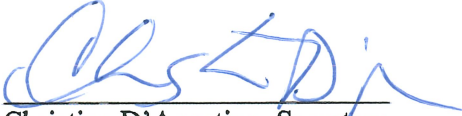
 CONTRACTOR: Rainone Coughlin Minchello, LLC
 555 U.S. Highway One South, Suite 440
 Iselin, New Jersey 08830
 Attention: Louis N. Rainone, Esq.

 MCIA: Middlesex County Improvement Authority
 101 Interchange Plaza, Suite 202
 Cranbury, New Jersey 08512
 Attention: H. James Polos, Executive Director
14. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of New Jersey, without regard to the conflicts of laws or choice of law provisions thereof.
15. **Severability.** If any provisions of this Contract shall be held invalid, its invalidity shall not affect any other provisions of this Contract that can be given effect without the invalid provisions, and for this purpose the provisions of this Contract are deemed to be severable.
16. **No Waiver.** No delay or failure by the MCIA to exercise any right under this Contract, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
17. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto. This Contract shall not be altered, amended, supplemented or terminated except by an agreement in writing, signed by both parties hereto.

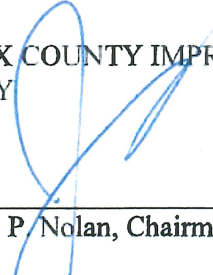
18. **Representations of Contractor.** Contractor hereby represents that Contractor is properly licensed to provide the Services and has all requisite authority and ability to provide the Services under this Contract. Contractor has taken all necessary action to approve this Contract and authorize the provisions of the Services hereunder.
19. **Records Retention.** Contractor shall maintain all documentation related to the Services under this Contract for a period of five (5) years from the date of final payment. Such records shall be available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS WHEREOF, the parties, by themselves or by their appropriate corporate officers and representatives, have hereunto set their/its hands and/or seals the day and year first written.

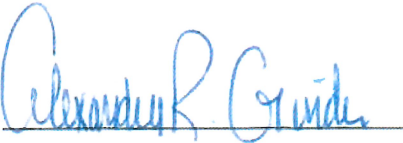
ATTEST:


Christine D'Agostino, Secretary

MIDDLESEX COUNTY IMPROVEMENT
AUTHORITY

By: 
James P. Nolan, Chairman

WITNESS



RAINONE COUGHLIN MINCHELLO, LLC
CONTRACTOR

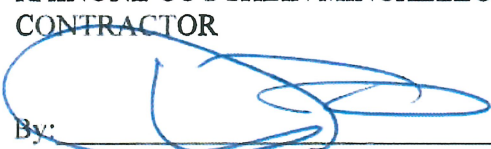
By: 
Louis N. Rainone, Esq.

EXHIBIT A

Legal services in the representation of the Authority as general legal counsel for all of the operations of the Authority. The duties include representation of the Authority in all of its operations, including but not limited to, general administrative preparation and review of contracts and resolutions, preparations and/or review of procurement documents, negotiation of collective bargaining agreements, review and advice in recycling, golf and long term care operations, review of workers compensation self-insurance fund, review of economic development projects, the provision of opinions for Authority financings and such other assistance as may be requested by the Authority from time to time.

EXHIBIT B**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY REQUIREMENTS**

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 non-discrimination clause;
- b. The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c. 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 Public 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;
- d. 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.
- e. The contractor or subcontractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.
- f. 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;

- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- h. In conforming with the 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:

- a. Letter of Federal Affirmative Action Plan Approval;
- b. Certificate of Employee Information Report; or
- c. Employee Information Report Form AA 302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance).

The contractor and subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunities Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations and the MCIA shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



RAINCOU-02

EBROWN2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2024

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

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

PRODUCER Beckerman & Company 100 Passaic Avenue Suite 120 Fairfield, NJ 07004	CONTACT NAME: Elisa Brown PHONE (A/C, No, Ext): (732) 499-9200 E-MAIL ADDRESS: ebrown@acrisure.com FAX (A/C, No):														
INSURED Rainone Coughlin Minchello LLC 555 US-1 Suite 440 Iselin, NJ 08830	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER B : Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C : The Continental Insurance Company Of New Jersey</td><td>42625</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 : Twin City Fire Insurance Company	29459	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : The Continental Insurance Company Of New Jersey	42625	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			13SBAIO0406	1/3/2024	1/3/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			13WBCAA0HNS	1/3/2024	1/3/2025	<table><tr><td>PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000		
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			
C	Professional Liabili			652066293	1/1/2024	1/1/2025	<table><tr><td>Per Claim</td><td>\$</td><td>2,000,000</td></tr></table>	Per Claim	\$	2,000,000											
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Middlesex County Improvement Authority is included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Middlesex County Improvement Authority
101 Interchange Plaza, Suite 202
Cranbury, NJ 08512

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