

Mary Moss

From: Charlie Kratovil <editor@newbrunswicktoday.com>
Sent: Friday, September 11, 2020 5:08 AM
To: Mary Moss
Subject: OPRA request - Rainone Coughlin Minchello Contract and Bills

Dear Long Branch City,

Under OPRA and the common law right of access, please provide:

- 1) copy of the current contract with Rainone Coughlin Minchello LLC for services to your government, including redevelopment agency, library board, rent leveling board, fire district(s), and other authorities within your jurisdiction. ✓
- 2) copies of bills, invoices or other records sufficient to show the services rendered and total amount(s) billed by Rainone Coughlin Minchello for the year 2019.

Yours faithfully,

Charlie Kratovil

PS If possible, please send any responses to this request to opra+request-16622-b0bd4e49@requests.opramachine.com

Completed
9/22/2020

Check ✓
Finance ✓
Due 9/23/2020

**AGREEMENT
BETWEEN:**

**CITY OF LONG BRANCH
344 Broadway
Long Branch, NJ 07740**

Hereinafter called the CITY

AND

**Rainone Coughlin Minchello
Counselors at Law
555 US Highway One South Suite 440
Iselin, NJ 08830**

WITNESSETH:

WHEREAS, the City of Long Branch is desirous of retaining Rainone Coughlin Minchello to provide services regarding general legal services in accordance with the proposal attached hereto; and

NOW, THEREFORE, in consideration for the execution of this Agreement and the supplying of services hereunder, the parties agree as follows:

1. This contract is awarded as an open-ended contract. During the term of the contract, a purchase order will be issued, with a not to exceed value, to authorize work for specific matters. No services are to be provided by the contractor prior to the date of the purchase order; further, the contractor may not provide services, nor bill for services, for costs exceeding the amount of the purchase order. It is the Contractor's responsibility to notify the City prior to providing services if there are insufficient funds left on a specific purchase order, and the insure that an amended or new purchase order has been issued by the City.

Contractor is required to bill for services on a monthly basis, at hourly rates as specified in its proposal. Bills are to be forwarded to the City Finance Office no later than twenty-one calendar days after the end of the calendar month, or the date of the contractor's monthly billing cycle.

2. Rainone Coughlin Minchello agrees to provide services
3. Contractor will submit billing and vouchers on a monthly basis.
4. The term of said contract shall be to June 30, 2021.
5. The City will not honor any of your invoices that exceed the contract amount unless, prior to you or your firm exceeding that amount you notify the City so that an amendment to your contract can be considered by the Mayor and Council, and, if appropriate, approved.

Due to the number of professional service contractors the City deals with, it is important for each contractor to recognize the limit of their contract, and advise the City Administrator and City Attorney of the need to continue service with an amendment to the contract.

The Administrator and Attorney would then make the appropriate recommendation to the City Council based upon the facts and circumstances, as they exist at that time.

However, please understand that this application must be made in advance of providing any services the cost of which would exceed the contract amount, and only after having an amended contract approved by resolution of City Council will you be authorized to proceed.

6. The Contractor certifies it complies with Affirmative Action regulations. 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, or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer, setting forth provisions of this non-discrimination 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 their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to NJSA 10:5-36 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 NJAC 17:275.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to NJSA 17:275.2.

The contractor or subcontractor agrees to inform in writing it's appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principals 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, down grading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the state of New Jersey, and applicable federal law and applicable Federal court decisions.

The contractor and its subcontract shall furnish such reports or other documents to the Division of contract compliance and EEO as maybe requested by the office from time to time in order to carry out the purposes of these regulations, and public agency shall furnish information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to subchapter 10 of the administrative code of NJAC17:27.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract

with the contracting agency. Information of the law and its requirements is available by calling (609) 292-9292.

7. The City shall publish notice of said award of this agreement in the legal ad section of its official newspaper, and shall have on file for public inspection a copy of this contract and authorizing resolution as prescribed by law.

8. "The contractor, in executing this contract document, acknowledges that it complies with City Ordinance # 18-05, annexed hereto, and New Jersey ELEC laws, rules and regulations, and has not given any political contribution that would bar it from being awarded this contract."

9. Contractor is advised that the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement commission pursuant to N.J.S.A. 19:44A-20.3 (P.L. 205, c. 271, s.3), if the contractor receives contracts in excess of \$50,000 from public Entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

10. This Contract shall be binding upon the City has caused this instrument to be signed by JOHN PALLONE, MAYOR attested by KATHY L. SCHMELZ, CLERK and the Municipal Seal to be hereunto affixed and the CONTRACTOR hereunto set their hand and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:



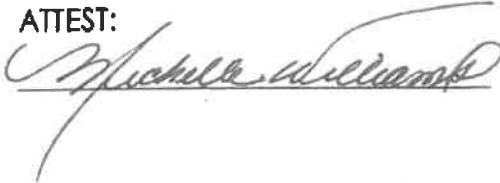
Kathy L. Schmelz, City Clerk

CITY OF LONG BRANCH

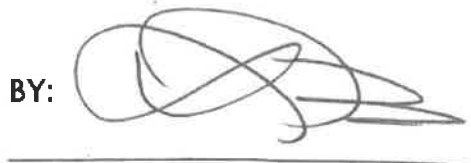


John Pallone, Mayor

ATTEST:



BY:



Louis Rainone
Rainone Coughlin Minchello

R # 134-20

**RESOLUTION AWARDING ANNUAL CONTRACT FOR
GENERAL LEGAL SERVICES**

WHEREAS, the City of Long Branch has the need to retain a firm to provide legal services as City Attorney relative to matters including, but not limited to, litigation, property tax appeals, municipal tax foreclosure sales, In Rem tax foreclosure sales, real estate transactions as to sale or purchase of municipal property, eminent domain and redevelopment matters, preparation of legal documents such as resolutions and ordinances, attendance at Council Meetings, various necessary meetings with City Officials, and other matters as required by the City for the contract year of July 1, 2020 through June 30, 2021; and

WHEREAS, the City, through a Fair and Open Process, has advertised on its website and newspapers the solicitation for proposals for said services, received and opened in public on May 27, 2020, and proposals were received from the following firms:

Rainone Coughlin Minchello

WHEREAS, the firm of **Rainone Coughlin Minchello** has extensive experience in municipal law, and has the expertise and resources to provide the level of services required by the City, and it is the recommendation of the Mayor and Business Administrator that it is in the best interest of the City to award an annual contract to this firm; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents and Political Contribution Affidavit, annexed hereto, will serve as acknowledgement by **Rainone Coughlin Minchello** that it complies with the Ordinance, and has not made any political contributions that would bar it from being awarded a contract with the City of Long Branch; and

WHEREAS, this contract is issued as an open-ended contract with certification of funds during the contract year provided by issuance of a Purchase Order at the time of need for legal services for each matter, based upon availability of City funds; and, if applicable, posting of adequate Developer Escrow Trust Funds by developers of specific redevelopment projects.

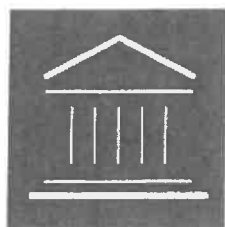
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Long Branch hereby authorizes a contract with **Rainone Coughlin Minchello** for general legal services and billing for other general legal services at a rate not to exceed \$165 per hour, in accordance with the Request for Qualifications, proposal and contract documents annexed hereto, for the term of July 1, 2020 through June 30, 2021.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said contract, and, based upon request of the Department of Administration, the Purchasing Agent is authorized, contingent upon availability of funds, to issue purchase orders for the various matters covered under this contract.

OFFERED: Voost
SECOND: Dangler
AYES: 4
NAYES: 0
ABSENT: 1-Widdes
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, MARY MOSS, DEPUTY MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-8-20
IN WITNESS WHEREOF, I HAVE HEREONTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 8 DAY OF July 2020
DEPUTY MUNICIPAL CLERK, R.M.C.

134-20



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

Louis N. Rainone
Craig J. Coughlin*
David L. Minchello
Ronald H. Gordon
Carol A. Berlen
John F. Gillick
Brian P. Trelease*
Claudia Marchese
Charles R.G. Simmons
Anne E. Rowan

Ruben D. Perez*
Matthew R. Tavares*
Jeremy M. Brooks
Michael S. Spinello

Writer's Direct
LRainone@NJRCMLaw.com

* Also admitted in New York

May 18, 2020

One (1) Original and One (1) Flash Drive Copy

Via Federal Express-Overnight

City of Long Branch, City Hall
344 Broadway Avenue
Long Branch, New Jersey 07740
Attn: David Spaulding, Purchasing Agent

Re: Response to RFP for City Attorney Services

Dear Mr. Spaulding:

In accordance with the terms of the City of Long Branch's Request for Qualifications for City Attorney Services, Rainone Coughlin Minchello, LLC hereby submits the attached response.

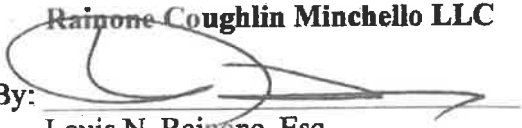
The attorneys at Rainone Coughlin Minchello, LLC have decades of experience representing public entities at every level of government. Louis Rainone, who has served as counsel for the Township of Marlboro, City of Rahway, City of Newark, Essex County Improvement Authority and numerous other municipalities will be designated as lead counsel. Assisting Louis Rainone will be Craig Coughlin, David Minchello, Ronald Gordon, Carol Berlen, Jack Gillick, Brian Trelease, Claudia Marchese, Charles Simmons, Anne Rowan, Ruben Perez, Matthew Tavares, Jeremy Brooks and Michael Spinello. All of the attorneys' practices at Rainone Coughlin Minchello focus on representing various public entities in different capacities and they each have unique qualifications which can be applied to meeting the needs of the City of Long Branch.

Attached please find a Qualifications Statement, resumes of our attorneys and all other required submission documents.

Thank you for the opportunity to submit this firm's Qualifications. If any additional information is needed, or if you would like to meet with us to further discuss our qualifications, please feel free to call me.

Respectfully submitted,

~~Rainone Coughlin Minchello LLC~~

By: 

Louis N. Rainone, Esq.

LNR/rrs
Enclosure

QUALIFICATIONS STATEMENT

Rainone Coughlin Minchello is a Limited Liability Corporation which began serving municipalities in January of 2017. If selected to provide legal services, Louis N. Rainone, who has over thirty (30) years of experience in Municipal Law will be Lead Counsel and will oversee all facets of the assignments with the assistance of Craig Coughlin, David Minchello, Ronald Gordon, Carol Berlen, Jack Gillick, Brian Trelease, Claudia Marchese, Charles Simmons, Anne Rowan, Ruben Perez, Matthew Tavares, Jeremy Brooks and Michael Spinello who are all attorneys licensed in New Jersey, have substantial legal experience in local government law and have no record of disciplinary sanctions or legal malpractice judgments.

No attorney of Rainone Coughlin Minchello has been adjudicated liable for professional malpractice in the last three years. Further, Rainone Coughlin Minchello LLC is not now, nor has been, involved in any bankruptcy or reorganization proceedings within the last ten years. The firm is also in compliance with all Affirmative Action requirements with regard to its business activities and as has attached a Certificate of Employee Information Report as evidence of such compliance.

All of our attorneys have extensive experience in Superior Court, Appellate Division and Workers Compensation Court. David Minchello, Louis N. Rainone, Ronald Gordon, Carol Berlen and Brian Trelease are all licensed to practice in Federal Court for the District of New Jersey. Neither the firm nor any of the attorneys of Rainone Coughlin Minchello have been disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency. None of our attorneys have ever been investigated by any law enforcement agency.

The firm has no existing or potential legal or other policy conflicts of interest in representing the City of Long Branch. The Firm also has no involvement in any pending litigation that would affect the ability to represent the City of Long Branch.

The firm name and contact information is as follows:

Rainone Coughlin Minchello, LLC
555 U.S. Highway One South
Suite 440
Iselin, NJ 08830
(732) 709-4182 (Phone)
(732) 791-1555 (Facsimile)
LRAINONE@NJRCMLAW.COM

Louis N. Rainone is the managing partner of Rainone Coughlin Minchello LLC and focuses his practice on municipal law, public sector labor and employment law, land use and civil litigation. He has served as counsel for many of the state's largest municipalities, including: Newark, Edison, Trenton, Franklin, Marlboro, Long Branch, Perth Amboy, Clifton, Brick, Piscataway, Rahway, Sayreville, Bound Brook and Green Brook. He has also served as special counsel to the County of Essex, The Essex County Improvement Authority, The Bergen County Sheriff and the North Jersey District Water Supply Commission. Mr. Rainone currently serves as the Director of Law for the City of Rahway, City Attorney for the City of Long Branch, Township Attorney for the Township of Franklin, Somerset County, the Director of Law for the Township of Marlboro and Counsel to the Middlesex County Improvement Authority. He is also Special Labor Counsel to the Township of Brick, Township of Piscataway, Borough of Somerville, and City of Trenton. He along with the firm's other members counsel's its municipal client's on significant redevelopment projects in Newark, East Brunswick and Burlington City.

Craig J. Coughlin has extensive experience in all facets of municipal law. During more than 30 years of practice concentrated on serving municipal entities, Mr. Coughlin has served as Borough Attorney to the Borough of Carteret, Municipal Counselor to the Township of Woodbridge, General Counsel to the South Amboy Redevelopment Agency and Counsel to several library boards. Duties in those positions have covered the broadest of responsibilities including preparation of, ordinances and resolutions, executive orders, agreements, and memorandums; overseeing the implementation of ordinances and providing advice and counsel to senior management of the Municipality or Agency. Additionally, Mr. Coughlin has served municipal clients as a Prosecutor, Public Defender and Municipal Court Judge. Mr. Coughlin represents the 19th Legislative District in the New Jersey General Assembly.

David L. Minchello is currently the Corporation Counsel for the City of Plainfield and has been litigating matters for public entities for over ten (10) years. He was previously the City Attorney for the City of Trenton and the City Solicitor (primary litigator) for the City of Plainfield. His experience includes the representation of the City of Plainfield, City of East Orange, Burlington City, Mount Holly Township, Union Township, Trenton, North Plainfield, Raritan Township, Manville Borough, and Franklin Township Sewage Authority. He is a graduate of Seton Hall School of Law.

Ronald H. Gordon is a senior partner with Rainone Coughlin Minchello, LLC who has an extensive background in the areas of municipal law, all aspects of land use law, redevelopment and tax appeal matters. Mr. Gordon has represented numerous municipalities, including serving as Town Attorney for the Township of North Brunswick, Assistant Attorney for the Town of Morristown and as Assistant Attorney for the Township of Marlboro. Mr. Gordon has also previously served as the Director of Law for the City of Rahway, Attorney for the Township of Hazlet and Acting Attorney for the Township of Marlboro. In addition, he has served as the Planning Board Attorney for the Borough of Spotswood, Borough of Carteret and Township of East Brunswick. He has also served as the Municipal Prosecutor for the Borough of Keyport.

Carol A. Berlen is a partner with Rainone Coughlin Minchello, LLC who brings with her a distinctive background in municipal law, providing services to municipalities for more than 20 years. Ms. Berlen's practice currently centers on representing public entities and performing all legal services required by the various Improvement Authorities and municipalities that the firm represents.

John F. "Jack" Gillick is a Partner at Rainone, Coughlin, Minchello, LLC and has an extensive history representing both public and private entities and their employees. Mr. Gillick concentrates his practice on the litigation of employment, civil rights, and personal injury claims, and has represented clients in dozens of jury trials on matters ranging from sexual harassment to excessive force to premises and automobile liability. He also has experience in conducting workplace investigations, providing employee and public official training, and handling indemnification and other employment-related contract issues. In addition to his significant trial and institutional work, Mr. Gillick has argued and won appeals before both the New Jersey Supreme Court and Third Circuit Court of Appeals, has been counsel of record on numerous opinions, and is admitted to practice before the United States Supreme Court.

Brian P. Trelease, is a partner with Rainone Coughlin Minchello, LLC whose practice focuses on the litigation involving the public entities and businesses that the firm represents. Mr. Trelease entered private practice with Rainone Coughlin Minchello after a lengthy history of representing public entities in Union County. Mr. Trelease is also currently a member of the Township of Cranford Zoning Board.

Claudia Marchese is a partner with Rainone Coughlin Minchello, LLC. Ms. Marchese previously serviced as the Executive Director of the Catastrophic Illness in Children Relief Fund Commission and as Counsel to Governor Chris Christie. Before entering public service, Ms. Marchese spent 18 years in private practice handling a variety of insurance defense litigation.

Charles Simmons is a partner with Rainone Coughlin Minchello whose practice focuses on litigation, labor and employment involving the public entities which the firm represents. Prior to joining the firm Mr. Simmons gained valuable litigation experience as the Assistant Deputy Public Defender for New Jersey's Office of the Public Defender-Union Trial Region. He has represented clients in jury trials, motion practice, detention hearings and emergent appeals.

Anne Rowan is an associate with Rainone Coughlin Minchello, LLC whose practice currently focuses on representing public entities and performing all legal services required by the municipalities, utility authorities and improvement authorities that the firm represents.

Ruben Perez is an associate at Rainone Coughlin Minchello whose practice focuses on municipal land use and governmental matters. Mr. Perez has experience appearing on behalf of clients before planning boards, the environmental commission, the board of health, the historic preservation committee, constriction board of appeals as well as in Superior Court

Matthew Tavares is an associate with Rainone Coughlin Minchello whose practice focuses on litigation defense. Mr. Tavares' experience includes representing municipal entities in Title 59,

42 U.S.C. §1983, and civil rights litigation in the United States District Court and New Jersey Superior Court and defending workers compensation matters for public entities. Mr. Tavares also has experience with regard to employment law matters including retaliation, CEPA, LAD, New Jersey Civil Rights Act in the United States District Court, Superior Court of New Jersey, and the EEOC.

Jeremy Brooks is an associate with Rainone Coughlin Minchello, LLC whose practice focuses on the litigation involving the public entities and businesses that the firm represents.

Michael Spinello is an associate with Rainone Coughlin Minchello who brings both legislative and litigation experience to the firm. Mr. Spinello has legislative experience working in the Office of Legislative Services as a Raimondo Fellow in the Department of Environment, Agriculture, Energy and Natural Resources.

Resumes detailing the educational qualifications, experience, and training are attached under Exhibit A.

INDEPENDENT AUTHORITIES AND AGENCIES

The law firm of Rainone Coughlin Minchello excels in the representation of independent authorities and agencies on both the county and local level. They include improvement authorities, utility authorities and redevelopment agencies. These independent entities require the full range of legal services including contract review, public procurement, labor and employment issues, and land use. Due to our extensive experience and expertise, Rainone Coughlin Minchello is uniquely qualified to represent independent authorities and agencies in all their legal needs.

MUNICIPAL LAW

Rainone Coughlin Minchello is one of the State's preeminent Municipal law firms. RCM's partners have served as general counsel and special counsel to the largest and most diverse Cities, Townships, Boroughs and Towns in New Jersey for more than three decades. They bring a wealth of not only legal experience, but, hands on government experience, to all of their municipal clients. The firm advises clients on all aspects of municipal governance including The Local Public Contracts Law, The Open Public Records Act, The Open Public Meetings Act, The Local Lands and Building Law, the Municipal Land Use Law, the Local Budget Law and the Local Fiscal Affairs Law. In addition to their considerable experience in attending and representing municipal governing bodies at their public meeting, the firm has assisted our clients in the preparation of resolutions, ordinances, policies, procedures, rules and procurement documents. Our attorneys have negotiated the acquisition of hundreds of acres of property through Open Space, Green Acres and Farmland preservation programs.

The firm's attorneys have prosecuted and defended the actions of municipal clients in both the federal and state courts including the New Jersey Superior Court, Appellate Division and the New Jersey Supreme Court.

GENERAL LITIGATION

Our litigation practice is well versed at developing an early litigation strategy and aggressively defending our clients in all aspects of a claim from pre-suit negotiations through trial and appeals. Our litigators are engaged in varied civil litigation in both Federal and State courts, as well as before Federal and State administrative agencies. We have extensive experience representing governmental entities in cases involving alleged constitutional and civil rights violations brought pursuant to 42 U.S.C. §1981, §1983 and the New Jersey Civil Rights Act, as well as allegations of police or government official misconduct. We defend claims of unlawful search and seizure, excessive force, due process violations, false arrest and imprisonment, assault and battery, failure to provide medical care, wrongful death, malicious prosecution, failure to train and Monell policy claims, to name a few. We also have decades of experience successfully defending municipalities in tort claims brought under Title 59.

Our litigators are also involved in contract disputes, insurance litigation, dispute resolution, including mediation and arbitration, premises liability, indemnification and insurance coverage disputes and personal injury defense including automobile and negligence litigation.

Below are just a few examples of our previous engagements:

- Capizzi v. Berkeley Township, 2013 WL 6389134 (N.J.Super. App Div. December 9, 2013)
- Urbanski v. Township of Edison, 2014 WL 183966 (N.J.Super. App. Div. January 17, 2014)
- Lucia v. Carroll, 2014 WL 2446113 (D.N.J. May 2, 2014).
- Lopez v. City of Plainfield, 2015 WL 7737339 (D.N.J. Dec. 1, 2015)
- Halsey v. Pffiefer, et al.
- Santiago v. City of Plainfield, et al.
- In Re Lashonn Durant
- Rivera v. City of Plainfield
- Guerra v. City of Plainfield, et al.
- Mercedes v. City of Plainfield, et al.
- Vaticano v. Township of Edison, U.S. Court of Appeals, Third Circuit, 514 Fed.App.218, 2013 WL 617016
- Vaticano v. Township of Edison, U.S.D.C., District of NJ.,
- Esposito v. Township of Edison, Superior Court, App. Div., 306 N.J. Super. 280
- Monroe Tp. Council v. Garibaldi, Superior Court, App. Div., 216 N.J. Super. 19
- In Re Nugent, Superior Court App. Div.
- Tempe v. Twp. Of Edison, Superior Court App. Div.
- Brick Twp. PBA Local 230 v. Township of Brick, Superior Court, App. Div. 446, N.J. Super. 61
- In re Township of Edison, Intern. Ass'n of Firefightrs, Local 1197, Superior Court, Appellate Division, (PERC decision appeal)
- Polkowitz v. Township of Edison, Superior Court, App. Div.
- Township of Franklin v Franklin Tp. PBA Local 154, Super Court, App. Div., 424 N.J. Super. 369
- Canco v. Township of Edison, Superior Court App. Div.,
- Vallejo v. Rahway Police Dept., 292 N.J. Super. 333
- Quick v.. Board of Educ. Of Twp of Old Bridge, Superior Court, App. Div., 305-N.J. Super. 338
- Appleton v. City of Plainfield (case dismissed on summary judgment)
- Watts v. Township of West Orange (case dismissed on summary judgment)

LABOR AND EMPLOYMENT LAW

Rainone Coughlin Minchello has considerable experience as labor counsel for Local and County governments and agencies. Our experience includes the negotiation and settlement of Civilian, Police and Fire Collective Bargaining agreements in some of the largest and most contested public settings. We routinely handle grievance and disciplinary matters, hostile work environment and harassment claims, as well as arbitrations before PERC and Board of Mediation appointed Arbitrators and contested matters before the New Jersey Civil Service Commission. The Firm has considerable experience in handling scope of negotiation and arbitration petitions, and the defense of representation petitions and unfair practice charges before the Public Employment Relations Commission and in the courts.

On a day to day basis we counsel our public-sector clients on all aspects of labor employment practices including the Employer- Employee Relations Act, Civil Service Regulations, the Family Medical Leave Act, NJLAD, CEPA, ADA, and all other state and federal laws and regulations affecting public employment. We have assisted in the drafting of employment and personnel policies.

REDEVELOPMENT, LAND USE AND AFFORDABLE HOUSING LITIGATION

Rainone Coughlin Minchello has served as redevelopment counsel to municipalities and county agencies on a wide variety of significant, Industrial, Commercial, Residential and Mixed-Use redevelopments authorized by the New Jersey Local Redevelopment and Housing Law. We have counseled our clients through the process of the investigation and designation of redevelopment areas, the drafting and adoption of redevelopment plans, the designation of redevelopment counsel, COAH rules and compliance matters and the negotiation of redevelopment and financing (PILOT) agreements as well as related litigation.

The Firm currently serves as General Counsel to the East Brunswick, South Amboy and Rahway Redevelopment Agencies. Additionally, the firm is engaged as special counsel in significant redevelopment projects for its municipal clients in Newark, Burlington City, Long Branch, Bloomfield, Franklin and Marlboro. The firm and its attorneys have also provided counsel to the Union County, Middlesex County and Essex County Improvement Authorities as the designated redevelopment entities in those counties

Our Land Use experience includes counseling our municipal, county and private clients regarding the drafting, adoption and defense of land use regulation, including the presentations of application before zoning and planning agencies. The firm's attorneys have argued significant Land Use case in both the Appellate Division and Supreme Court, including important precedent setting cases concerning the constitutionality of regulations involving eminent domain, digital billboards, adult entertainment regulations and land use procedures.

The firm's attorneys have extensive and decades long experience in the representation of municipalities in affordable housing, builders remedy and declaratory judgement actions all across the state at the trial and appellate level.

EMPLOYMENT LITIGATION DEFENSE

Employment litigation is a highly specialized field requiring a unique skillset and experience in order to deliver positive results. Our lawyers have decades of experience representing and counseling management and we understand the complexities of defending a claim brought by an employee. We represent employers in all aspects of an employment claim, from the counseling phase to the pre-suit negotiations and finally through the course of a lawsuit, if necessary. We work hand-in-hand with our clients to achieve the best possible outcome.

This office has successfully defended employers against allegations brought under New Jersey's Law Against Discrimination ("LAD"), the Conscientious Employee Protection Act ("CEPA"), the Americans with Disabilities Act ("ADA"), Title VII of the Civil Rights Act, as well as allegations of employment discrimination, wrongful termination, sexual harassment, hostile work environment, retaliation, restrictive covenant enforcement, unfair competition proceedings, wage and hour matters, safety and health matters, employee benefits litigation and litigation of workers' compensation claims. Our attorneys also handle Equal Employment Opportunity investigations.

MUNICIPAL GOVERNMENT EXPERIENCE

The Firm and its attorneys have extensive experience providing the requested services.

The listing of municipalities currently under contract with the firm is as follows:

Middlesex County Improvement Authority
Union County Improvement Authority
Garden State JIF
Central Jersey Joint Insurance Fund
Middlesex County Municipal Joint Insurance Fund
Monmouth Municipal Joint Insurance Fund
Borough of Atlantic Highlands
Township of Brick
City of Burlington
City of Clifton
Township of Dover
Township of East Brunswick
City of East Orange
Township of Englewood Cliffs
Township of Franklin
City of Long Branch
Township of Marlboro
Township of Matawan
Township of Monroe
City of Newark
Township of Mount Holly
Township of Piscataway
City of Plainfield
City of Rahway
Township of Scotch Plains
Scotch Plains Library
Borough of Somerville
City of Trenton
Township of Westampton
Township of Woodbridge
East Brunswick Redevelopment Authority
South Amboy Redevelopment Authority
Rahway Redevelopment Authority
County of Union
County of Middlesex
New Brunswick Housing Authority

REFERENCES

George Jackson, Business Administrator
City of Long Branch
344 Broadway
Long Branch, NJ 07740
(732) 222-7000

Robert Vornlocker, Township Manager
Township of Franklin
475 DeMott Lane
Somerset, NJ 08873
(732) 873-2500

Jonathan Capp, Business Administrator
Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746
(732) 536-0200

Assemblyman James Kennedy
Mayor, City of Rahway (1991-2010)
34 E. Cherry Street
Rahway, NJ 07065
(732) 943-2660

ABILITY TO PROVIDE SERVICES IN A TIMELY MANNER

Rainone Coughlin Minchello LLC's office is based in Iselin, New Jersey providing our attorneys convenient access to the City of Long Branch. The Firm's close locale gives the attorneys availability to attend the regular public meetings of the City of Long Branch.

Rainone Coughlin and Minchello LLC is equipped with the latest equipment and software to facilitate the performance of tasks undertaken on behalf of the City of Long Branch.

This office is staffed by several skilled and experienced staff members which include administrative assistants and paralegals with several years of experience with regard specifically to City issues.

PAYMENT CONDITIONS AND RATE SCHEDULES

During the calendar year of 2020-2021 Rainone Coughlin Minchello proposes to provide legal services at a rate of One Hundred Sixty-Five Dollars (\$165.00) per hour for all attorneys and Eighty-Five (\$85.00) for paralegals for all services required. While this rate represents a significant discount to the City from our standard rates, we are cognizant of the financial constraints placed upon public entities, and we are amenable to negotiating our fee, if requested.

We further propose the following fees for expenses:

Reimbursable Expenses:

Photocopies	\$.30 per page;	Faxes	\$.25 per page
Printing	\$.10 per page;	Color Copies	\$.65 per page
CD Copy	\$5.00;	DVD Copy	\$10.00

Any additional reimbursable expenses will be subject to the approval of the City.

Invoices and Payment: Invoices are sent on a monthly basis and payment is due within 30 days thereafter.

CONCLUSION

Thank you again for the opportunity to submit our Firm's qualifications to the City of Long Branch RFP to provide legal services. Given our extensive experience representing public entities and the substantial number of attorneys at the City's disposal, we are confident that we will be able to meet the City's legal requirements.

If any additional information is needed, or if you would like us to meet with representatives of the City to discuss our qualifications, please feel free to contact our office.

Respectfully submitted,

Rainone Coughlin Minchello LLC

By: 

Louis N. Rainone, Esq.

LNR/trs



RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW



LOUIS N. RAINONE

MANAGING PARTNER

☎ 732.709.4182

✉ lrainone@njrcmlaw.com

Bar Admissions

New Jersey (1980)

United States District Court for
the District of New Jersey (1980)

United States Court of Appeals,
3rd Circuit (1995)

United States Supreme Court
(1996)

Professional Memberships, Associations & Activities

New Jersey State Bar Association

BIOGRAPHY

Louis N. Rainone is one of the most well known and accomplished municipal attorneys in New Jersey. He has served as counsel for many of the state's largest municipalities, including: Newark, Edison, Trenton, Franklin, Marlboro, Long Branch, Perth Amboy, Clifton, Brick, Piscataway, Rahway, Sayreville, Bound Brook and Green Brook. He has also served as special counsel to the County of Essex, The Essex County Improvement Authority, The Bergen County Sheriff and the North Jersey District Water Supply Commission. Mr. Rainone currently serves as the Director of Law for the City of Rahway, City Attorney for the City of Long Branch, Township Attorney for the Township of Franklin, Somerset County, the Director of Law for the Township of Marlboro and Counsel to the Middlesex County Improvement Authority. He is also Special Labor Counsel to the Township of Brick, Township of Piscataway, Borough of Somerville, and City of Trenton. He along with the firm's other members counsel's its municipal client's on significant redevelopment projects in Newark, East Brunswick and Burlington City.

In addition to his legal career, Mr. Rainone has had an extensive and varied career in public service. He served as Legislative Assistant to the Chairman of the New Jersey General Assembly Committee on Taxation and in the same capacity to the Vice Chairman of the Senate Appropriations Committee.



RAINONE
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ATTORNEYS AT LAW

LOUIS N. RAINONE

Mr. Rainone was named a Super Lawyer by New Jersey Magazine. He was both a member and Secretary of the Matawan Borough Zoning Board of Adjustment. In January of 1987, as a result of his representation of public entities, he was selected as one of the "50 People to Watch in New Jersey Business" by the Business Journal of New Jersey. He has also received an AV Peer Rating from Martindale-Hubble.

Louis N. Rainone serves as the firm's managing partner. Mr. Rainone practiced law for 17 years in Middlesex County as the Partner of former Assembly Speaker Alan J. Karcher. Prior to forming the firm Mr. Rainone was the Co Chairman of the Municipal Law Section at DeCotiis FitzPatrick and Cole.

Mr. Rainone received his B.A. in Political Science from Rutgers University in 1977. He graduated from Seton Hall Law School in 1980, where he was a member of the Legislative Journal. Following law school, he served as a clerk in the Monmouth County Prosecutor's Office, as a legislative aide to State Senator Richard Van Wagner, Middletown, New Jersey and on the staff of Assembly Speaker Alan J. Karcher. He has been a New Jersey resident for over 50 years.



**RAINONE
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ATTORNEYS AT LAW



CRAIG J. COUGHLIN

PARTNER

☎ 732.709.4182

✉ ccoughlin@njrcmlaw.com

Professional Appointments

2005-2009 Municipal Court Judge-
Township of Edison

2002-Present Municipal Counselor-
Township of Woodbridge

2001-2002 Municipal Prosecutor-
Township of Woodbridge

2001-2002 Counsel-Carteret Free
Public Library

2001-2013 Counsel-South Plainfield
Free Public Library

1999-2000 Public Defender-
Township of Woodbridge

1997-2001 Carteret Borough
Attorney

1997-1998 Counsel-South Amboy
Board of Education

1996-Present Counsel-Woodbridge
Free Public Library

1996-Present Counsel-Woodbridge
Rent Leveling Board

1995-2005 Municipal Prosecutor-
Township of Edison

BIOGRAPHY

Craig Coughlin is a partner at Rainone Coughlin Minchello, a municipal attorney and a distinguished member of the New Jersey Assembly. Mr. Coughlin currently serves as Municipal Counselor to the Township of Woodbridge, General Counsel to the South Amboy Redevelopment Agency and Counsel to several library boards. Duties in those positions have covered the broadest of responsibilities including preparation of, ordinances and resolutions, executive orders, agreements, and memorandums; overseeing the implementation of ordinances and providing advice and counsel to senior management of the Municipality or Agency. Additionally, Mr. Coughlin has served municipal clients as a Prosecutor, Public Defender and Municipal Court Judge. Mr. Coughlin represents the 19th Legislative District in the New Jersey General Assembly. Elected by his peers in 2018, Mr. Coughlin serves as the 171st Speaker of the New Jersey General Assembly.

Prior to the partnership at Rainone Coughlin Minchello Mr. Coughlin was a sole practitioner.

Mr. Coughlin was a Partner at MCGOWAN & COUGHLIN, PC from 1994-1998. There he engaged in the general practice of law representing municipal, business and individual clients. As the Attorney for the Borough of Carteret was responsible for every aspect of the Borough's legal affairs including the preparation and crafting of ordinances and resolutions; labor negotiations; the coordination and implementation of Borough policies; overseeing of litigation; tax appeals and liquor license matters. As Counsel to the South Amboy Redevelopment



1994-Present Counsel-South Amboy
Redevelopment Agency

Academic Appointments

1993-1994 Fairleigh Dickinson
University, Madison, NJ – Instructor-
Paralegal Program

Elected Offices

2010-Present New Jersey General
Assembly

1987-1992 South Amboy City Council
Member
(President-1987, 1991, 1992)

1983-1987 South Amboy Board of
Education Member

Community Activities

2002-2004 President-Fords Clara
Barton Baseball League

1997-2013 Member-Executive Board
Fords Clara Barton Baseball League

1996-1998 Member-Mayor's Advisory
Committee Woodbridge Township

1986-1998 Chairman-Advisory
Council Middlesex County Retired
Senior Volunteer Program

1994-1995 Member-Middlesex
County Senior Citizens Task Force

Bar Admissions

New Jersey

New York

Education

Juris Doctor, St. John's University
School of Law (1983)

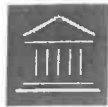
Bachelor of Science, Communication
Arts, St. John's University, *Summa
Cum Laude* (1980)

Agency he is responsible for overseeing all legal affairs including the preparation of contracts, and the creation of policies in connection with the Agency's various restoration and multi-million dollar redevelopment projects.

As the Municipal Prosecutor he was responsible for representing the State in motor vehicle and disorderly persons offenses in two of the busiest municipal courts in the State. Non-municipal representations included the drafting and negotiating of commercial agreements; the handling of personal and corporate real estate transfers; drafting and negotiating lease agreements; landlord and tenant matters; litigation; and trust and estate matters.

From 1991 to 1994 Mr. Coughlin was House Counsel and Director of Legal Services for Consumers Distributing, Inc. He was Chief legal officer of \$250,000,000 retail sales company with 90 locations in 6 states. Duties included the review, negotiation and drafting of commercial agreements; negotiation and drafting of acquisition and divestiture agreements; representation of the corporation at grievance arbitrations and administrative law hearings; labor negotiations with national unions representing drivers and warehousemen; the negotiating and drafting of real property leases; the handling of Landlord/Tenant matters, intellectual property issues, regulatory and advertising matters; participation in a trade association as the Company's chief lobbyist and general corporate matters and policy review.

Mr. Coughlin served as V.P. and General Counsel from 1986-1991, as Corporate Counsel in 1986 and as Assistant General Counsel in 1985 to Aloomis Armored Inc. There he acted as Chief legal officer of a \$125,000,000 corporation with 83 locations in 30 states. Responsibilities included direction of the Company's legal affairs nationwide; the negotiation and drafting of service contracts, commercial acquisition and merger agreements. He handled the negotiation of labor contracts with various independent and national unions, the handling of grievance arbitrations and EEOC matters; the negotiation of real and personal property agreements and supervising of State and Federal regulatory filings and compliance requirements. His duties also included media relations; reviewing and promulgating corporate policies; selecting and supervising outside counsel; reporting to the CEO with budgetary responsibilities.



**RAINONE
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ATTORNEYS AT LAW



DAVID L. MINCHELLO

PARTNER

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Representative Cases

Halsey v. Pfliefer, et al.

Santiago v. City of Plainfield, et al.

In Re Lashonn Durant

Rivera v. City of Plainfield

Guerra v. City of Plainfield, et al.

Mercedes v. City of Plainfield, et al.

Bar Admissions

New Jersey (2003)

New Jersey Federal Court (2004)

Education

Bachelor of Arts, Political Science,
Vassar College

Juris Doctor, Seton Hall University
Law School

BIOGRAPHY

David L. Minchello is a partner of Rainone Coughlin Minchello, LLC and has extensive experience representing municipalities, counties and authorities throughout the State of New Jersey. He is currently the Corporation Counsel for the City of Plainfield, Township Solicitor of Westampton, Township Attorney for the Township of Scotch Plains and General Counsel to the Union County Improvement Authority and the New Brunswick Parking Authority. In addition to acting as general counsel, he has been litigating matters for public entities for over fifteen (15) years.

His representation includes defense of employment actions, §1983 civil rights complaints and Title 59 matters. He has appeared in both State and Federal Court, the Office of Administrative Law and the Appellate Division. Mr. Minchello also acts as labor counsel to municipalities throughout the State. He advises public entities on personnel matters, civil service regulations, collective bargaining negotiations, internal investigations and disciplinary actions. His experience also includes the representation of the City of East Orange, City of Trenton, Burlington City, Mount Holly Township, Scotch Plains Township, and the Town of Dover as Special Counsel. Additionally, Mr. Minchello was Municipal Prosecutor for the Borough of North Plainfield for five (5) years but now defends individuals charged with DWI and other related offenses.

Mr. Minchello received his B.A. in Political Science from Vassar College in 2000. He graduated from Seton Hall University School of Law in 2003.



**RAINONE
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ATTORNEYS AT LAW



RONALD H. GORDON

SENIOR PARTNER

732.709.4182

rgordon@njrcmlaw.com

Reported Cases

Ferraro v. Zoning Board -
New Jersey Supreme Court case
establishing guidelines for property
crossing municipal boundaries with
two different zones.

Bar Admissions

New Jersey (1979)

U.S. District Court for the District of
New Jersey (1979)

Education

Bachelor of Arts,
Montclair State College, (1975)

Juris Doctor,
New York Law School, (1978)

BIOGRAPHY

Ronald H. Gordon is a Senior Partner with Rainone Coughlin Minchello, LLC who has an extensive background in the areas of municipal law, all aspects of land use law, redevelopment and tax appeal matters. Mr. Gordon has represented numerous municipalities, including serving as Township Attorney for the Township of North Brunswick, the Township of Aberdeen and the Borough of Emerson. He also served as the Assistant Attorney for the Town of Morristown and as Assistant Attorney for the Township of Marlboro. Mr. Gordon has previously served as the Director of Law for the City of Rahway and Acting Attorney for the Township of Marlboro. He has been appointed as Affordable Housing Special Counsel for the Borough of Matawan, Township of Woodbridge, Borough of Edgewater, City of Clifton and Township of Marlboro. He has served as the Planning Board Attorney for the Borough of Spotswood, Borough of Carteret and Township of East Brunswick. He has also served as the Municipal Prosecutor for the Borough of Keyport.

He is both a transactional and land use attorney representing both private applicants from the initial stages of development through the closing transactions, as well as municipal land use agencies in reviewing and approving development applications.



RAINONE
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MINCHELLO
ATTORNEYS AT LAW



CAROL A. BERLEN

PARTNER

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✉ cberlen@njrcmlaw.com

Bar Admissions

New Jersey (1987)

Education

Bachelor of Arts, Clark University,
Worcester, MA

Juris Doctor, New England School
of Law

Certifications

Registered Municipal Clerk,
October 2007

BIOGRAPHY

Carol A. Berlen is a partner with Rainone Coughlin Minchello, LLC who brings with her a distinctive background in municipal government law, providing services to municipalities for more than 20 years. Ms. Berlen's practice currently centers on representing public entities and performing all legal services required by the various Improvement Authorities and municipalities that the firm represents. Ms. Berlen is currently appointed as Borough Attorney for the Borough of Atlantic Highlands.

Previous to joining Rainone Coughlin Minchello Ms. Berlen held the role of Legal Assistant to the Deputy Clerk and Ethics Liaison Coordinator at the Office of Administrative Law. At the OAL, her duties included the assigning and scheduling of hearings for Welfare, Medicaid, Special Education and emergent matters from Somerset to Cape May County. She was also responsible for yearly ethics training of all department members and OAL Judges. She prepared legal memorandum with regard to any ethics questions raised by individual employees of the department as well as for any changes in ethics policies or regulations. In addition, she was responsible for the one-on-one ethics training of all newly appointed Administrative Law Judges.

Carol Berlen also worked as the Assistant Township Attorney for the Township of Old Bridge from May 2003 to February 2012. While serving as the Assistant Township Attorney Ms. Berlen became Certified as a Registered Municipal Clerk.

Ms. Berlen has also provided legal services for the Township of Howell and City of Asbury Park.



**RAINONE
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ATTORNEYS AT LAW



JOHN F. GILLICK

Partner

☎ 732.709.4182

✉ jgillick@njrcmlaw.com

Representative Matters

Cesareo v. Woodbridge

Hays v. Township of Howell

Penn v. City of Plainfield

Alliance for Disabled in Action
v. Construction Official for the
Township of North Brunswick,
185 N.J. 339 (2005)

Diaz v. South Plainfield, (D.N.J.)
2017 WL 3315286

Urbanski v. Township of Edison,
(App. Div.) 2014 WL 183966

Bar Admissions

New Jersey (2001)

U.S. District Court, District of
New Jersey (2001)

U.S. Court of Appeals for the
Third Circuit (2003)

U.S. Supreme Court (2015)

BIOGRAPHY

John F. "Jack" Gillick is a Partner at Rainone, Coughlin, Minchello, LLC and has an extensive history representing both public and private entities and their employees. Mr. Gillick concentrates his practice on the litigation of employment, civil rights, and personal injury claims, and has represented clients in dozens of jury trials on matters ranging from sexual harassment to excessive force to premises and automobile liability. He also has experience in conducting workplace investigations, providing employee and public official training, and handling indemnification and other employment-related contract issues. In addition to his significant trial and institutional work, Mr. Gillick has argued and won appeals before both the New Jersey Supreme Court and Third Circuit Court of Appeals, has been counsel of record on numerous opinions, and is admitted to practice before the United States Supreme Court.

The current Treasurer for the Middlesex County Bar Association, Mr. Gillick is also a Trustee for the New Jersey State Bar Foundation and the Middlesex County Trial Lawyers Association, as well as Vice President of Legal Counsel for the Boy Scouts of America, Monmouth Council. A former President of the Middlesex County Bar Foundation, he has been named a "Super Lawyer" by New Jersey Monthly magazine since 2009 in the area of employment law. Mr. Gillick is also a former Trustee for the New Jersey Institute for Continuing Legal Education, and has taught continuing legal



**RAINONE
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ATTORNEYS AT LAW

JOHN F. GILICK

Education

Juris Doctor, Seton Hall University
School of Law (2001)

Bachelor of Arts, English Literature,
William Paterson University (1996)

Bachelor of Arts, Secondary
Education, William Paterson
University (1996)

Honors & Recognition

"Super Lawyer," New Jersey
Monthly Magazine (2009-present)

Dow Jones Newspaper Fund (1995)

Outstanding Senior, William
Paterson University (1995)

"Rising Star," New Jersey Super
Lawyers Magazine/New Jersey
Monthly, 2009

Professional Associations and Memberships

New Jersey Institute for Continuing
Legal Education (NJICLE) – Trustee

New Jersey State Bar Association,
Young Lawyers Division –
Executive Committee

Middlesex County Bar Foundation
– Trustee

Middlesex County Bar Association
– Member

Areas of Practice

Personal Injury

Employment

Civil Rights

education courses for the Middlesex County Bar Association. A member of the New Jersey, Middlesex County, New Brunswick, and American Bar Associations, he is also proud to be an Assistant Troop Leader for his daughters' Girl Scout troop.

Mr. Gillick received his Juris Doctor from Seton Hall University in 2001, where he was Articles Editor for the Legislative Journal, President of the Irish American Law Students Association, a Senator of the Student Bar Association, and an intern for the New Jersey State Assembly's Democratic Office and the Hon. Rosemary K. Reavey. He thereafter served as Law Clerk to the Hon. Jack L. Lintner, former Presiding Judge of the Superior Court, Appellate Division.



**RAINONE
COUGHLIN
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ATTORNEYS AT LAW



BRIAN P. TRELEASE

PARTNER

☎ 732.709.4182

✉ btrelease@njrcmlaw.com

Representative Matters

In the Matter of Fernando Sanchez,
City of Plainfield Police Department,
2018 WL 828063
(N.J. Super. App. Div., Feb. 13 2018)

Bar Admissions

New Jersey (2009)

United States District Court for
the District of New Jersey (2009)

New York (2012)

U.S. Court of Appeals for the
Third Circuit (2018)

Education

Bachelor of Arts, Drew University

Juris Doctor, Pennsylvania State
University, Dickinson School of Law

Professional Memberships

The Sidney Reitman Employment
Law American Inn of Court

BIOGRAPHY

Brian P. Trelease is a partner with Rainone Coughlin Minchello whose practice focuses on litigation, labor, and employment involving public entities and businesses. Mr. Trelease entered private practice with Rainone Coughlin Minchello after a lengthy history of representing public entities in Union County.

Mr. Trelease's prior legal experience includes Assistant County Counsel with the Office of County Counsel for the County of Union where he defended the County and its employees against allegations of constitutional violations under Section 1983 and the New Jersey Civil Rights Act. He also represented the County of Union with respect to Title 59 claims. He has extensive knowledge of the Open Public Records Act, defending Union County before the Superior Court and the Government Records Council, as well as, being responsible for the County's day-to-day legal compliance of all OPRA requests. In addition, Mr. Trelease also represented the Union County Adjustor's Office at involuntary commitment proceedings.

Prior to his term at Union County Counsel's Office, Mr. Trelease worked for the Union County Division of Social Services where he was responsible for prosecuting child support obligations on behalf of the agency. In addition, Mr. Trelease represented the agency in the Office of Administrative Law with respect to Medicaid eligibility fair hearings. He was also responsible for the collection of all public assistance overpayments on behalf of the agency.

Mr. Trelease is a member of the Zoning Board of Adjustment. Mr. Trelease is also a member of the Sidney Reitman Employment Law American Inn of Court.



RAINONE
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MINCHELLO
ATTORNEYS AT LAW



CLAUDIA L. MARCHESE

PARTNER

☎ 732.709.4182

✉ cmarchese@njrcmlaw.com

Bar Admissions
New Jersey (1991)

Education
Bachelor of Arts,
Rutgers University

Juris Doctor,
The Catholic University of
America Columbus School
of Law in Washington D.C.

BIOGRAPHY

Claudia L. Marchese will be re-entering private practice as a Partner with Rainone Coughlin Minchello, LLC after a notable engagement with the State of New Jersey serving as the Executive Director of the Catastrophic Illness in Children Relief Fund Commission. Ms. Marchese will be practicing in the firm's litigation department.

Prior to her appointment as Executive Director of the Catastrophic Illness in Children Relief Fund in January 2011, Ms. Marchese served as Counsel to Governor Chris Christie for the first year of his administration. She acted as liaison to State legislators, cabinet officers, departments, partisan staff and stakeholders. Ms. Marchese also advised the Governor and Chief Counsel in legislative, regulatory and policy matters concerning all issues related to public health, hospitals, aging, children and families, human services and agriculture.

Before entering public service, Ms. Marchese had an extensive career in the private practice of law for 18 years. She handled all aspects of a variety of insurance defense litigation including civil rights defense of municipalities and law enforcement; insurance fraud, environmental and mass tort insurance coverage, workers compensation and personal injury cases. Early in her career Ms. Marchese, also served as an assistant prosecutor in Somerset County.

Ms. Marchese is active in community service. She served on the board of Trustees for the Mid-Jersey Chapter of the National Multiple Sclerosis Society from 1995 to 2006. She continues to serve as a volunteer site coordinator for the annual MS Walk. She is a founding member of the Hampton Borough Community Education Foundation. She has led the Education Foundation as its President since 2005.



**RAINONE
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ATTORNEYS AT LAW



CHARLES R.G. SIMMONS

PARTNER

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Bar Admissions

New Jersey (2014)

New York (2014)

United States District Court
for the District of New Jersey
(2014)

Education

Rutgers University, BA

Rutgers School of Law –
Newark, J.D.

Professional Memberships

Union County Bar Association

New Jersey Supreme Court
Committee on Model
Criminal Jury Charges

BIOGRAPHY

Charles Simmons, Esq. is a Partner with Rainone Coughlin Minchello, LLC whose practice focuses on litigation defense and labor and employment matters involving public entities. He also serves as a Commissioner to the Plainfield Housing Authority.

Mr. Simmons' prior experience includes representing municipal entities in personal injury, civil rights and labor and employment litigation in the United States District Court and New Jersey Superior Court. He has prosecuted Alcohol Beverage Control violations, represented municipal water utilities charged with Notices of Probable Violations from the Board of Public Utilities and represented public entities in collective bargaining negotiations. Mr. Simmons also served as an Assistant Deputy Public Defender for New Jersey's Office of the Public Defender-Union Trial Region. There Mr. Simmons gained experience representing clients in jury trials, motion practice, detention hearings and emergent appeals.

Mr. Simmons is a graduate of Rutgers School of Law-Newark, where he received the Myron Harkavy Prize for being the member of the graduating class showing the most promise as a trial lawyer. During his time in law school Mr. Simmons was on the Moot Court Board, the National Mock Trial Team and Women's Rights Law Reporter. He was also involved in the Constitutional Litigation Clinic and the Civil Justice Clinic.



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ATTORNEYS AT LAW



ANNE E. ROWAN

PARTNER

732.709.4182

✉ arowan@njrcmlaw.com

Bar Admissions
New Jersey (2013)

Education
Bachelor of Arts,
Rutgers University, New
Brunswick, NJ

Juris Doctor,
Roger William University

Certifications
Certified Mediator, May 2012

BIOGRAPHY

Anne E. Rowan is a Partner with Rainone Coughlin Minchello, LLC, who has experience in both representing and being employed by local and county government. Ms. Rowan's practice currently focuses on representing public entities and performing all legal services required by the municipalities and utility authorities that the firm represents.

Prior to joining Rainone Coughlin Minchello Ms. Rowan was employed by the City of Rahway as a Program Development Specialist, where she implemented federal grants received by the City in compliance with the Office of National Drug Policy and the Department of Justice. She is certified through the United States Department of Justice, Office of Justice Programs in Financial Management and Grant Administration. She was the Alcohol Beverage Control Chairperson for the City. Ms. Rowan also has experience with a non-profit organization in their Grants and Business Development department.

Ms. Rowan is a graduate of Rutgers University, where she majored in Women and Gender Studies and minors in Organizational Leadership and Psychology. She was a founding member of Sigma Alpha Pi, the National Society of Leadership, and worked with the Office of Services for Students with Disabilities.

She graduated from Roger Williams School of Law, implemented the a Street Law Curriculum as an Instructor, and became a certified mediator. She also gained experience in the Medical Legal Partnership at Hasbro Children's Hospital, where she was a member of the first lead poisoning remediation team in the State of Rhode Island.



**RAINONE
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ATTORNEYS AT LAW



RUBEN D. PEREZ

ASSOCIATE

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Bar Admissions

New Jersey

New York

U.S. District Court, District of NJ

Education

Bachelor of Arts,
University of Michigan

Juris Doctor,
Drexel University
Thomas R. Kline School of Law

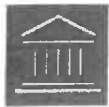
BIOGRAPHY

Ruben D. Perez is an associate at Rainone Coughlin Minchello. Mr. Perez's practice focuses on municipal land use and governmental matters.

Prior to joining Rainone Coughlin Minchello, Mr. Perez gained experience appearing on behalf of clients before planning boards, environmental commissions and in Superior Court in both the Law and Tax Divisions. His expertise includes real estate, litigation, corporate advising and development.

Mr. Perez received his J.D. from the Drexel University Thomas R. Kline School of Law where he was President of the Latin American Law Students Association and a Criminal Law Dean's Scholar in 2014.

Mr. Perez is fluent in Spanish and proficient in German and Portuguese.



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ATTORNEYS AT LAW



MATTHEW R. TAVARES

ASSOCIATE

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Bar Admissions

New Jersey (2013)

New York (2016)

U.S. District Court, New Jersey
(2017)

Education

Bachelor of Arts,
University of Delaware (2010)

Juris Doctor,
Western New England
University School of Law (2013)

BIOGRAPHY

Matthew R. Tavares is an associate with Rainone Coughlin Minchello whose practice focuses on litigation defense and labor and employment matters involving public entities.

Mr. Tavares' prior experience includes representing municipal entities in Title 59, 42 U.S.C. §1983, and civil rights litigation in the United States District Court and New Jersey Superior Court and defending workers compensation matters for public entities. He has served as the attorney for a local Zoning Board and experience with zoning applications. Mr. Tavares has represented various public entities with respect to compliance with Municipal Land Use Law, the Open Public Meetings Act, and the Open Public Records Act. Additionally, Mr. Tavares has also represented public entities regarding employment law disputes including retaliation, CEPA, LAD, and EEOC matters.

In addition to his work at Rainone Coughlin Minchello, Mr. Tavares has also worked with the Small Business Development Center in Bridgewater, New Jersey providing counsel to entrepreneurs looking to start their own businesses.

Mr. Tavares is a graduate of the University of Delaware where he received his B.A. in United States History and Criminal Justice. Mr. Tavares attended Western New England University, School of Law in Springfield, Massachusetts, where he graduated in 2013. He was also a Special Agent for Homeland Security Investigations.



RAINONE
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ATTORNEYS AT LAW



JEREMY M. BROOKS

ASSOCIATE

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Bar Admissions
New Jersey (2018)

Education
Bachelor of Arts,
Rutgers University

Juris Doctor,
Rutgers School of Law-
Newark

BIOGRAPHY

Jeremy M. Brooks is an associate with Rainone Coughlin Minchello whose practice focuses on litigation involving public entities.

Prior to joining the firm, Mr. Brooks served as a law clerk to the Honorable Gary K. Wolinetz, J.S.C. in the Law Division, the Honorable Marc R. Brown, J.S.C. in the Family Division and the Honorable Robert J. Mega., J.S.C. in the Civil Division.

Mr. Brooks is a graduate of Rutgers University, where he received a B.A. in Political Science. He then received his J.D. from Rutgers School of Law-Newark. During law school, he served as a Managing Editor of Notes & Comments for the Rutgers Computer & Technology Law Journal and was honored to publish his Note entitled "Tinkering with Student's Free Speech: Beyond the Schoolhouse Gate During the Digital Age."



**RAINONE
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ATTORNEYS AT LAW



MICHAEL S. SPINELLO

ASSOCIATE

☎ 732.709.4182

✉ mspinello@njrcmlaw.com

Bar Admissions

State of New Jersey, (2018)

United States District Court,
District of New Jersey, (2019)

Education

West Virginia University,
B.A. (2009)

Rutgers Law School,
J.D., (2018)

Professional Memberships

Eagleton Alumni Committee
2019-2020-Member

Essex County Bar
Association-Member

Middlesex County Bar
Association-Member

New Jersey State Bar
Association-Member

American Bar Association-
Member

BIOGRAPHY

Michael Spinello is an associate with Rainone Coughlin Minchello who brings both legislative and litigation experience to the firm.

Prior to joining Rainone Coughlin Minchello, Mr. Spinello served as a law clerk to the Honorable Jodi Lee Alper, P.J.Ch. in the Chancery Division, General Equity Part, and a judicial intern to the Honorable Jodi Lee Alper, J.S.C. in the Family Division. Mr. Spinello also gained legislative experience working in the Office of Legislative Services as a Raimondo Fellow in the Department of Environment, Agriculture, Energy and Natural Resources.

Mr. Spinello is a graduate of West Virginia University where he received his B.A. in Political Science. He received his J.D. from Rutgers Law School. During Law School he was named a 2018 Eagleton Fellow by the Eagleton Institute of Politics. Mr. Spinello also received the Henry J. Raimondo Legislative Award and the Eric R. Neisser Pro Bono Service Award.

One original and one (1) flash drive copy of the submission package must be submitted to the City for consideration. In addition to the above required information, legal firms must provide all documents indicated on the Submission Package Check List. Failure to provide all required documents may result in the proposal not being considered.

Additional Pay to Play Requirements

Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. The report is due March 30 of each subsequent year for reporting for prior year contracts. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

CITY OF LONG BRANCH
DOCUMENT SUBMISSION CHECKLIST

REQUIRED

**READ, SIGNED
& SUBMITTED**

Yes PROPOSAL AS REQUIRED IN RFQ



Yes STOCKHOLDER OWNERSHIP DISCLOSURE



Yes NON-COLLUSION AFFIDAVIT



Yes AFFIRMATIVE ACTION QUESTIONNAIRE



REVIEWED

Yes MANDATORY AFFIRMATIVE ACTION LANGUAGE



Yes AMERICANS WITH DISABILITIES ACT OF 1990



Yes N. J. BUSINESS REGISTRATION REQUIREMENTS



Yes LONG BRANCH PAY TO PLAY ORDINANCE



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: Rainone Coughlin Minchello, LLC

Organization

Address: 555 U.S. Highway One South, Suite 440, Iselin, NJ 08830

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
Louis N. Rainone	19 Papa Court, Atlantic Highlands, NJ
Craig J. Coughlin	1 Stern Place, Fords, NJ
David L. Minchello	35 Maidenstone Dr., Ocean, NJ

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.**

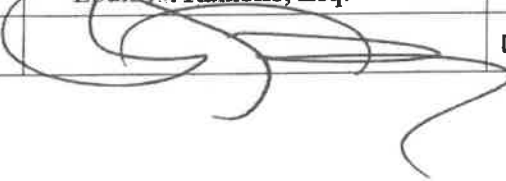
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #:

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

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):	Louis N. Rainone, Esq.	Title:	Managing Partner
Signature:		Date:	May 18, 2020

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Middlesex

I, Louis N. Rainone residing in Iselin
(name of municipality)

in the County of Middlesex and State of New Jersey of full age,

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

I, am Managing Partner of the firm of Rainone Coughlin Minchello, LLC
(title or position) (name of firm)

the bidder making this Proposal for the bid proposal entitled Legal Services Attorney
(title of bid proposal)
, and that I executed the said proposal with full authority to do so,

that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Long Branch relies upon the truth of the statements contained in said Proposal, and in the statements contained in this affidavit, in awarding the contract for the said project.

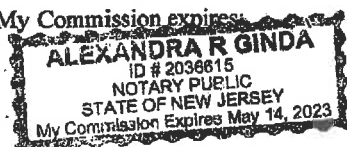
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Rainone Coughlin Minchello, LLC.
(name of firm)

Subscribed and sworn to
before me this day 18th May 2020

(signature of affiant)

Alexandra R. Ginda
(signature of notary)

My Commission expires



REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATION
P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing

Agent.

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report from the State of New Jersey.

OR

3. An Affirmative Action Employee Information Report (Form AA302).

OR

4. All successful construction contractors must submit, within three days (3) of the signing of the contract, an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?

 Yes X No If yes, please submit copy of such approval.

2. Do you have a Certificate of Employee Information Report Approval?

 X Yes No If yes, please submit copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to law.

COMPANY: Rainone Coughlin Minchello, LLC

SIGNATURE: _____



TITLE: Managing Partner

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, C. 127, WITHIN THE REQUIRED TIME FRAME.

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

(REVISED 10/08)

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, 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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, 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 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

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 American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. S12101 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 thereto, 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 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 proceedings 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.

CONTRACT LANGUAGE FOR BUSINESS REGISTRATION CERTIFICATE COMPLAINE

For Procurement (Goods and Services) Contracts (including Purchase Orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from the contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 52:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty or \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the contracting agency. Information of the law and its requirements is available by calling (609)292-9292.

For more information, or to register online, go to <http://www.nj.gov/treasury/revenue/taxreg.htm>

**Long Branch, New Jersey
ORDINANCE NO. 18-05**

AN ORDINANCE TO AMEND AND SUPPLEMENT ORDINANCE NO. 13-05,
KNOWN AS "AN ORDINANCE REQUIRING PUBLIC CONTRACTING REFORM,
AND AMENDING AND SUPPLEMENTING THE 'REVISED GENERAL
ORDINANCES OF THE CITY OF LONG BRANCH, NEW JERSEY'
ACCORDINGLY," AS ADOPTED ON MAY 10, 2005.

WHEREAS, on May 10, 2005, the City of Long Branch adopted Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly" (the "Ordinance"); and

WHEREAS, the Ordinance places certain limitations upon the annual amount(s) of contributions that professionals may make to the political campaigns of the local elected officials who are ultimately responsible for the award of discretionary no-bid contracts for municipal professional services; and

WHEREAS, the intention of the Ordinance is to ensure trust in the process of local government, if not the quality or cost of services received, and to minimize any perceptions or concerns on the part of the public that discretionary no-bid contracts for municipal professional services are being awarded to professionals as a reward for having made substantial political contributions, or that the award of such contracts was influenced, even to a minor degree, by the payment of such contributions; and

WHEREAS, it is hereby found and declared that the practice of "wheeling," whereby one political organization channels campaign donations to another political organization with the intention to conceal or misrepresent the source of the contribution, may be utilized as a loophole to circumvent the proscriptions contained within the Ordinance; and

WHEREAS, the City Council of the City of Long Branch, in a continuing effort to ensure the integrity of the award of public professional service contracts, has therefore determined that it would be in the best interests of the City, and its residents, to amend the Ordinance in an attempt to curb the practice known as "wheeling;" and

WHEREAS, the City Council of the City of Long Branch also wishes to take this opportunity to clarify the "arbitration" provision referenced in Section 3(c) thereof; and

WHEREAS, the City Council of the City of Long Branch finds that it is in the best interest of the City and its residents to require that a contribution of more than fifty dollars (\$50.00) received by a candidate be reported in the manner set forth by the laws and regulations of the State of New Jersey.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, that Ordinance No. 13-05, known as "An Ordinance Requiring Public Contracting Reform, and Amending and Supplementing the 'Revised General Ordinances of the City of Long Branch, New Jersey' Accordingly," which was adopted on May 10, 2005, is hereby amended and supplemented as follows:

SECTION 1

Prohibition on Awarding Professional Contracts to Certain Contributors

- (a) The City of Long Branch shall not enter into an agreement for professional services with any individual and/or professional business entity if that individual or entity has solicited or made any contribution of money or pledge of a contribution including in-kind contributions, to a campaign of any City of Long Branch candidate for Council or Mayor, in excess of the threshold specified in subsection (d) of this Section within one calendar year immediately preceding the date of the contract or agreement unless cured pursuant to Section 3. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions made during the applicable time period to

- any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
- (b) No professional business entity which enters into negotiations for, or agrees to, any contact or agreement with the municipality or any department or agency thereof or any of its independent authorities for the rendition of professional services shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to any City of Long Branch candidate or holder of public office having ultimate responsibility for the award of the contract, in excess of the amount set forth herein. This Section is to include any and all professionals who provide political contributions to any candidate for an office whether or not that candidate is presently in office or seeks office. The prohibition set forth in this Paragraph shall also apply to any solicitation or contribution of money or pledge of a contribution including in-kind contributions to any City of Long Branch or Monmouth County Party Committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, so long as the solicitation or contribution was made with the intention on the part of the contributor to conceal or misrepresent the source of the contribution.
 - (c) For purpose of this ordinance, a "professional business entity" seeking a public contract means 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 includes all principals who own ten percent (10%) or more of the equity in the corporation or business trust, partners, and officers in the aggregate employed by the entity as well as any subsidiaries directly controlled by the business entity.
 - (d) Any individual meeting the definition of "professional business entity" under this section may annually contribute a maximum of five hundred dollars (\$500.00) per candidate for Mayor and/or Council Member on an annual basis whether or not that individual has a professional services contract in place or not to the maximum extent of three thousand dollars (\$3,000) per annum per business entity. This section shall apply to any presently sitting Councilperson and/or the Mayor of the City of Long Branch and shall also apply to any individual who seeks to run for the office of Council person and/or Mayor of the City of Long Branch.
 - (i) Any individual that owns less than ten (10%) percent of a professional business entity which contracts with the City of Long Branch shall not be treated as a part of that entity.
 - (e) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be:
 - (1) The City of Long Branch, if the contract requires approval or appropriation from the Council.
 - (2) The Mayor of the City of Long Branch, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

SECTION 2

Contributions Made Prior to Effective Date

No contribution of money or any other thing of value, including in-kind contributions, made by a professional business entity to any municipal candidate for Mayor or Council, or to any municipal or county party committee, or to any political action committee (PAC) that is organized for the primary purpose of promoting or supporting City of Long Branch candidates for Council or Mayor, shall be deemed a violation of this section, nor shall an agreement for property, good or services, of any kind whatsoever, be disqualified thereby, if that contribution was made by the professional business entity prior to the effective date of this section.

SECTION 3

Penalty

- (a) All City of Long Branch professional service agreements shall provide that it shall be a breach of the terms of the government contract for a professional business entity as defined in Section 1(c) to violate Section 1(b) or to knowingly conceal or misrepresent contributions given or received, or to make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution.
- (b) Any professional business entity as defined in Section 1(c) and (d) who knowingly fails to reveal a contribution made in violation of this Act, or who knowingly makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution, shall be subjected to a fine in the sum of \$2,500 so far as the first offense and for any second offense, shall be disqualified from eligibility for future City of Long Branch contracts for a period of four calendar years from the date of the violation.
- (c) There shall be no breach of contract in the event a contribution is questioned and as a result of the questioning of the contribution the individual and/or business entity who makes the contribution requests that the contribution be returned by the campaign committee, the candidate or the political action committee to whom such contribution was made. In the event of any disputes as to whether or not a campaign contribution is proper the matter shall be submitted to arbitration before a retired Judge of the Superior Court of New Jersey.

SECTION 4

Reporting Requirements

Any contribution received by a candidate committee, joint candidates committee, or political committee, during an election fund report period of more than fifty dollars (\$50.00) or aggregate contributions received by such a committee in an election from a contributor totaling more than fifty dollars (\$50.00) during such a report period shall be reported by providing the information set forth in N.J.A.C. 19:25-10.2 .

SECTION 5

Severability

If any provision of this law, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this law 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 law are severable.

SECTION 6

Effective Date

This Ordinance shall take effect immediately upon final passage and publication in accordance with the law.

SECTION 7

Repealer

All other Ordinance or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: 6/14/05

Adopted: 6/28/05

Certification 57133

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 15-7700-2017 to 15-7700-2024

BALNONE COUGHLIN MINCHETTO, LLC
1 WOODBRIDGE CENTER
WOODBRIDGE NJ 07093

Ford M. Scudder
FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RAINONE COUGHLIN MINCHELLO LLC

Trade Name:

Address: 555 US HWY 1 S. STE.440
ISELIN, NJ 08830

Certificate Number: 2093302

Effective Date: December 13, 2016

Date of Issuance: February 06, 2018

For Office Use Only:

20180206111237642



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2020

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 430 Lake Ave. Colonia NJ 07067		CONTACT NAME: Elisa Brown PHONE (A/C No. Ext.): (732) 499-9200 FAX (A/C No.): (732) 499-9050 E-MAIL ADDRESS: Ebrown@beckermanco.com	
INSURED Rainone Coughlin Minchello LLC 555 U.S. Route One South Suite 440 Iselin NJ 08830		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Ins. Co. NAIC #: 28459 INSURER B: Hartford Casualty Insurance Co. 28424 INSURER C: Continental Ins. Co. of NJ 42625 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 2020-2021

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			13SBAIO0406	01/03/2020	01/03/2021	EACH OCCURRENCE \$ 2,000,000		
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000		
	☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 2,000,000		
OTHER:							GENERAL AGGREGATE \$ 4,000,000		
A	AUTOMOBILE LIABILITY			13SBAIO0406	01/03/2020	01/03/2021	PRODUCTS - COM/OP AGG \$ 4,000,000		
	ANY AUTO							COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	OWNED AUTOS ONLY ☐	☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$	
	HIRED AUTOS ONLY ☒	NON-OWNED AUTOS ONLY ☒						BODILY INJURY (Per accident) \$	
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$		
	EXCESS LIAB								
	DED	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			13WBCAA0HNS	01/03/2020	01/03/2021	PER STATUTE ☐ OTH-ER ☐		
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N						E.L. EACH ACCIDENT \$ 1,000,000	
		Y	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Professional Liability			652086293	01/01/2020	01/01/2021	Per Claim 1,000,000		
							Per Aggregate 2,000,000		

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

CERTIFICATE HOLDER

CANCELLATION

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

Elisa Brown

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Vendor Range: RAI02 to RAI02 Status: Active
Report Type: Paid
Threshold Amount: 0.00 Include Tax Id: Y Contracts: N Bid: Y State: Y Other: Y Exempt: Y
Date Range Type: Both First Enc Date Range: 01/01/19 to 09/22/20 Paid Date Range: 01/01/19 to 12/31/19

Vendor # Name	Status	1099 Type	Tax Id	Invoice	Amount	1099
First P.O. # Item Description	Prch. Type Status	Account Description				Excl
Enc Date Contract Id Account Type Charge Account						
RAI02 RAINONE COUGHLIN MINCHELLO LLC Active	Proceeds to Attny	81-4657921				
01/11/19 18-03486 6 PMT #5 - OCT - NOV 2018	Other Pd ck: 41254 01/11/19	3120 TO 3122	10,059.94			
Budget 8-01- -014-202	PROFESSIONAL LEGAL					
02/04/19 18-03486 7 PMT #6 - DEC 2018	Other Pd ck: 41450 02/06/19	3283 TO 3286	15,825.95			
Budget 8-01- -014-202	PROFESSIONAL LEGAL					
01/01/19 19-00722 1 GENERAL LEGAL SERVICES	Other Pd ck: 0 12/16/19		0.00			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
01/01/19 19-00722 2 PMT #1 - JANUARY 2019	Other Pd ck: 41801 03/07/19	3476 & 3477	14,380.26			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
01/01/19 19-00722 3 PMT #2 - FEBRUARY 2019	Other Pd ck: 41928 03/21/19	3623 - 3625	12,801.90			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
01/01/19 19-00722 4 PMT #3 - MARCH 2019	Other Pd ck: 42190 04/17/19	3796, 3797	13,659.00			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
06/04/19 19-00722 5 PMT #4 - APRIL 2019	Other Pd ck: 42543 06/05/19	4019 THRU 4021	13,456.70			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
06/04/19 19-00722 6 PMT #5 - MAY 2019	Other Pd ck: 42842 06/20/19	4168 - 4170	15,409.15			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
06/04/19 19-00722 7 PMT #6 - JUNE 2019	Other Pd ck: 43445 08/07/19	4393 - 4395	8,962.80			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
09/17/19 19-03682 2 PMT 1 - JULY 2019	Other Pd ck: 43820 09/18/19	4582	10,162.80			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
09/17/19 19-03682 3 PMT 2 - AUGUST 2019	Other Pd ck: 43820 09/18/19	4716 - 4719	22,102.40			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
09/17/19 19-03682 4 PMT 3 - September 2019	Other Pd ck: 44332 11/06/19	4986,4987,4988	12,182.20			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
09/17/19 19-03682 5 PMT 4 - September 2019	Other Pd ck: 44471 11/20/19	5138,5139,5140	15,692.95			
Budget 9-01- -014-202	PROFESSIONAL LEGAL					
Total Paid P.O.: Bid:	0.00 State:	0.00 Other:	164,696.05 Exempt:	0.00 All:	164,696.05	

Total Vendors: 1 Total Paid P.O.: 164,696.05