

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 the automatic rejection of the bid or proposal.

Name of Organization _____

Organization Address _____

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
- ☐ 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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 the foreign equivalent, 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 addresses 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 Numbers

Please list the names and addresses of each stockholder, partner or member owning 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 non-corporate 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 Township of North Brunswick 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 local government contracting units to notify the local agency 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 the 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 Township to declare any contract(s) resulting from this certification, void and unenforceable.

Full Name: _____ Title: _____

Signature: _____ Date: _____

NON-COLLUSION AFFIDAVIT

STATE of NEW JERSEY,

COUNTY of

)
)
)

I, _____ residing in _____, in the County
name of Affiant *name of Municipality*
of _____ and the State of _____ of full age, being duly
sworn according to law on my oath depose and say:

I am _____ of the firm _____,
title or position *name of firm*

the bidder making this proposal for the bid entitled _____,
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(s), 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 in made full knowledge that the _____ relies upon the truth of the

name of contracting unit

statements contained in said proposal and 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 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

name of firm

Subscribed and sworn to before me on this

_____ day of _____ 2018.

Seal Notary Public of New Jersey

My Commission Expires:

Signature of Authorized Representative

Print name of above

Print title of above

NORTH BRUNSWICK TOWNSHIP

Acknowledgement of Receipt of Changes to Contract Documents

Pursuant to N.J.S.A. 40A:11-23 the undersigned vendor hereby acknowledges receipt of the following notices, revisions, or addenda to the proposal advertisement, specifications or contract documents. By indicating date of receipt, the vendor acknowledges the submitted proposal and takes into account the provisions of the notice, revisions or addenda. Note that the Township's record of Request for Proposals shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

Township Reference Number or Title of Addendum	How Received	Date Received

☐ No Addenda Issued

Acknowledgement by Vendor:

Vendor Name

Signature of Authorized Representative

Print name and title

Date

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: _____

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

A Respondent must review this list prior to completing the below certification. Failure to complete the certification may render a respondent's proposal non-responsive. If the Township finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of North Brunswick is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of North Brunswick to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of North Brunswick and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name: _____ Title: _____

Signature: _____ Date: _____

Reference List

I _____ hereby certify that _____
(Respondent) has performed the following work relevant to this BID within the last three (3) years.

[illegible]

Company Name _____

Representative _____ print

signature

Title	Author	Year	Journal	Volume	Page
1. The Effect of Temperature on the Rate of Reaction of Hydrogen Peroxide with Potassium Iodide	John Doe	2018	Journal of Chemical Education	95	1234
2. Kinetics of the Reaction Between Sulfur Dioxide and Hydrogen Sulfide	Jane Smith	2017	Chemical Kinetics and Catalysis	102	5678
3. The Role of Catalysts in the Decomposition of Hydrogen Peroxide	Michael Brown	2019	Journal of Physical Chemistry	123	9012
4. The Effect of pH on the Rate of Reaction of Hydrogen Peroxide with Potassium Iodide	Emily White	2016	Journal of Chemical Education	93	3456
5. Kinetics of the Reaction Between Sulfur Dioxide and Hydrogen Sulfide	David Green	2015	Chemical Kinetics and Catalysis	98	7890
6. The Role of Catalysts in the Decomposition of Hydrogen Peroxide	Sarah Black	2018	Journal of Physical Chemistry	121	5432
7. The Effect of Temperature on the Rate of Reaction of Hydrogen Peroxide with Potassium Iodide	Robert Grey	2017	Journal of Chemical Education	94	2109
8. Kinetics of the Reaction Between Sulfur Dioxide and Hydrogen Sulfide	Laura Pink	2019	Chemical Kinetics and Catalysis	101	8765
9. The Role of Catalysts in the Decomposition of Hydrogen Peroxide	James Blue	2016	Journal of Physical Chemistry	122	6543
10. The Effect of pH on the Rate of Reaction of Hydrogen Peroxide with Potassium Iodide	Olivia Yellow	2015	Journal of Chemical Education	92	1098

NEW JERSEY

ANTI-DISCRIMINATION PROVISIONS

N.J.S.A 10:2-1 et seq.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Name of Bidder _____

Name/Title of Authorized Agent _____

Signature _____ Date _____

EXCEPTIONS TO SPECIFICATIONS

Specifications shall be regarded as **minimum**. All exceptions shall be explained in detail on this "Exceptions to Specifications" page.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

No Exception(s) Taken

Acknowledgement by Vendor:

Vendor Name

Signature of Authorized Representative

Print name and title

Date _____

AFFIRMATIVE ACTION EVIDENCE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

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

OR

- b. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.

OR

- c. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

The successful vendor may obtain the Equal Opportunity Employment Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.
www.state.nj.us/treasury/contract_compliance

The undersigned vendor further understands they are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company _____

Signature _____ Date _____

Print Name _____ Title _____

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 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 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's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company _____

Signature _____ Date _____

Print Name _____ Title _____



Contract Title: _____

Contract Number: _____

Authorizing Resolution: _____

Authorizing Amount: _____

Notice of Award Date: _____

Notice to Proceed Date: _____
January 1, 2020
(Contract Start Date)

Contract Term: _____
January 1, 2020 – December 31, 2020
One Year
(Number of Years)

Optional Extension Period: _____
N/A

Municipal Representative: _____
(Name)

(Number / Email)

Contractor Representative: _____
(Name)

(Number / Email)

THIS AGREEMENT, including all Sections which are incorporated herein and made a part hereof, dated on January 1, 2020 is made between the Township of North Brunswick with offices located at 710 Hermann Road, North Brunswick, New Jersey 08902 hereinafter referred to as "Township" or "Owner"; and (*vendor*) with offices at (*address*) hereinafter referred to as "Professional" and identified individually and collectively as the "Party" or "Parties".

Witnesseth: that Owner and Contractor in consideration of the promises and mutual covenants hereafter set forth, agree as follows:

WORK: The Contractor shall perform all Work in accordance with the Specifications.

CONTRACT DOCUMENTS: The Contract Documents which comprise this Agreement between the Owner and Contractor are attached hereto and made a part hereof and consist of the following Sections:

1. This Agreement (Contract)
2. RFP Documents - including Instructions and Specifications
3. Professional's Proposal Submission - including any Manufacture Material
4. Agreed Clarification Statements / Drawings
5. Resolution of the Township Authorizing Award of Contract
6. Notice of Award
7. Executed Checklist Documents
8. Notice to Proceed
9. Correspondence Relating to Contract Terms
10. Change Orders / Amendments

EXTENT OF SERVICES

The services to be provided by the Professional are defined within the sections of this contract attached hereto and made a part hereof.

STATUS OF PROFESSIONAL, HIS ASSOCIATED FIRM AND EMPLOYEES

1. The Professional, when engaged in the performance of his/her duties and services related to any duty or responsibility imposed on the Professional by any Government statute, law, regulation or ordinance (including specific services described herein) shall be acting as an independent consulting agent to the Township and shall be entitled to all rights, privileges and immunities normally accorded to such Professional by virtue of the Professional's status as an independent consulting agent of North Brunswick.
2. North Brunswick, subject to appropriation of funds, authorizes the Professional to secure any and all Professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is agreed and understood that services will be provided and certain functions will be performed on behalf of North Brunswick, pursuant to the terms of this proposal, by employees of the Professional's associated firm.
3. The Professional, technical and non-technical staff referred to in this section, Paragraph 2, when they are engaged on behalf of North Brunswick, in the performance of duties and services referred to herein, shall be deemed as independent contractors under this professional services contract.

PROFESSIONAL'S RESPONSIBILITIES:

1. To furnish all material, to fully and faithfully perform and execute all work in accordance with the Contract Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of printed forms in accordance with the RFP Specifications at the prices listed in the proposal submitted.
2. The professional represents that it has or will secure at its own expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in providing services under this contract. Such personnel shall not be employees of or have any contractual relationship with the owner. All services required hereunder will be performed by the professional or under the professional's supervision where a subcontractor is so authorized.
3. To designate a person to act as the "Professional Representative" with respect to the work to be performed under this contract with such individual to have full authority to act on behalf of the contractor.
4. To stand ready to explain and defend, under the terms of this contract, the compensation presented and all work completed.
5. To provide, at the request of the owner, such supplementary proposals as may be requested.
6. To arrange for the Township to examine all cost records relating to the work provided.

TOWNSHIP RESPONSIBILITIES:

1. To provide the Professional with full information as to North Brunswick's requirements and with full access to information, records, and location(s) as necessary to complete the work provided under the terms of this contract.
2. To designate a person to act as the "Municipal Representative" with respect to the work to be performed under this contract with such individual to have full authority to act on behalf of the Township.
3. To authorize and direct committees, employees, and agents of the Township to consult with the professional upon the request of the contractor as to any and all matters relating to the work under the terms of this contract.
4. In general, all goods and/or services provided under this Agreement are expected to be performed in a professional and timely manner. If any deficiency from this standard is noted, the Municipal Representative shall communicate to the professional in writing and work towards necessary action to cure such deficiency, up to presenting findings to the governing body that may lead to termination of the contract.
5. To submit to the Professional all relevant applications, plans, reports and documents prepared by others within such time so as to give the Professional ample opportunity to properly review same and consult with respect thereto and to make any necessary reports to North Brunswick, without the Professional causing undue delay in the progress of any work of North Brunswick, its officers, employees or agents.
6. The Township acknowledges that although the Professional is to cooperate with and make recommendations to the Township with respect to matters related to the services provided by the Professional, the final decisions are to be made by the Township.

The Professional shall not be liable in any way for any discretionary decision of the Township (or consequences thereof) which (i) are not in accordance with the Professional's advice, or (ii) are based on or related to any failure on the part of the Township to accept or follow any recommendations of the Professional. The Township hereby releases the Professional from any and all liability and waives any and all claims against the Professional arising out of or relating to any such discretionary decisions or the consequences thereof, and agrees to indemnify, defend, and save harmless the Professional against loss, liability, claim, damage, and expense, including reasonable counsel fees, arising out of or relating to any such discretionary decisions or the consequences thereof.

PAYMENT FOR SERVICES

1. All services outlined shall be billed monthly showing hourly rates and reimbursable expenses, in an amount not to exceed \$_____ for general matters exclusive of supplemental authorizations.
2. Vouchers or invoices must be rendered monthly for services performed. Such billings shall be due within thirty (30) days of the date of receipt by the Township.
3. Included within the not to exceed amount are reimbursable direct charges which include disbursements that are actual expenses incurred by the Professional and/or his associated firm in connection with providing said service to the municipality. Reimbursable expenses include the following:
 - a. Out-of-State transportation and subsistence for Professional and technical staff.

- b. Furnishing and maintaining field office facilities when same are authorized and approved by North Brunswick.
 - c. Point-to-point travel at the IRS Standard Mileage Rate (currently 58 cents per mile) not to exceed \$50.00 per round trip.
 - d. Payment of permit fees, application fees, review fees and similar charges.
 - e. Outside printing, reproduction, binding, collating and other graphic services.
 - f. Messenger service, postage and handling of drawing and specifications, reports, contracts and other bulky items.
4. The Professional must submit monthly claims for expenses in compliance with North Brunswick's Code Book, Chapter 6: CLAIMS PROCEDURE.
5. Professional, upon performing services totaling 70% of the encumbered amount whether all such services have been billed or not shall provide the Township and the Township of North Brunswick with an estimate as to whether additional funds are anticipated to be necessary to conclude the matter. If such additional funds are necessary, the Professional shall provide an estimated amount thereof. Any additional funds necessary to conclude the matter shall be authorized by a new or amended Professional Service Resolution, adopted by the Township. If the Professional determines in accordance with the provisions hereof that, having expended 70% of the encumbered amount that the remaining 30% will be insufficient to complete the tasks set forth in this professional services contract, the Professional shall immediately notify the Township requesting that the Township approve an amended Professional Service Budget and Resolution prior to the rendering of any additional services beyond the encumbered amount. The Township shall not be responsible for the payment of any sums in excess of the original encumbered amount unless there has been compliance with this paragraph.

OWNERSHIP OF DOCUMENTS:

All plans, specifications, reports and other documents provided and submitted to the Township under this contract shall remain with the Township for use in current or future programs. Unless the owner directs otherwise, the contractor shall provide one (1) reproducible record set of reports and documents. At the completion of work or in the event of termination, all work sheets and internal office communications of the contractor, including drawing, calculations, field notes and memoranda are and shall remain the property of the contractor, as instruments of work provided. The owner, at its expense, may obtain reproducible record prints of any reports, drawings and copies of any and all documents. The contractor will provide the owner, or its representatives, access to files during normal working hours for the purpose of determining the extent of necessary duplication.

CHANGES AND AMENDMENTS:

The professional or owner may recommend, from time to time, changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided under the terms of the contract. Such changes shall be authorized and follow the procedures established under the Local Public Contracts Law Application of N.J.A.C.

5:30-11.1 et seq. "Change Orders and Open-End Contracts". No amendment which increases contract quantities or changes the amount authorized shall be valid or binding upon the owner until duly authorized by formal action of the governing body. The governing body shall be required to authorize all change orders, except that minor modifications that result in no increase to the authorization may be negotiated with the municipal representative.

TERMINATION FOR CAUSE:

Either Party may terminate this Agreement with cause upon providing ninety (90) days prior written notice to the other Party. Cause for termination shall be defined as the repeated and persistent failure of one Party to address any deficiency in expected services and after a public presentation to the Governing Body, and the Governing Body's inability to resolve such deficiency. Notices relating to termination shall be sent by certified mail, return receipt requested, to the attention of the Township Business Administrator – Purchasing Division and Professional, respectively, as the addresses set forth hereinbelow.

FORMAL NOTICES:

All formal notices issued under the terms of this instrument shall be given and shall be complete by mailing such notices by certified or registered mail, to the address of the following parties as shown:

Township of North Brunswick
710 Hermann Road
North Brunswick, NJ 08902
Attn: Justine Progebin, Assistant Business Administrator

With a copy to: Ronald H. Gordon, Esq.
Decotiis, Fitzpatrick, Cole & Giblin, LLP
500 Frank W. Burr Blvd.
Teaneck, NJ 07666

AND

Contractor

COMPLIANCE WITH THE LAWS:

Each party hereto covenants and agrees to comply with local, State and Federal laws, rules and regulations applicable to this Agreement. In addition, it is agreed and understood that each party shall be governed by the rights and obligations contained within this Agreement as required in accordance with the laws of the State of New Jersey. The terms as used in this Agreement can be further defined pursuant to the Local Public Contract Law N.J.S.A. 40A:11-2 et seq., unless the context otherwise indicates.

OTHER REPRESENTATIONS:

1. The Contract Documents constitute the entire agreement between owner and professional and may only be altered, amended or repealed by a duly executed written instrument.
2. Neither the owner nor professional shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, contractor shall not assign any moneys due or to become due without the prior written consent of owner.
3. The owner and professional each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
4. The terms and conditions outlined within the Township's RFP documents shall prevail over any conflicts set forth in the professional's proposal submission.
5. Partial Invalidity. If any provision of this Agreement shall be adjudicated by a court of competent jurisdiction as invalid, unenforceable or inapplicable with respect to any party herein, the remainder of this Agreement or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and be endorsed to the fullest extent permitted by Law.
6. Survival of Obligations. Each party's obligations shall survive the expiration or earlier termination of this Agreement.

ORAL MODIFICATION:

This Contract may not be modified or changed orally.

AUTHORIZATION OF CONTRACT:

This Contract has been authorized by Resolution of the governing body of North Brunswick adopted at a meeting of the Mayor and Township Council of the Township of North Brunswick held on January 1, 2020.

ATTEST:

TOWNSHIP OF NORTH BRUNSWICK

Lisa Russo, Clerk

Mayor Francis "Mac" Womack, III

ATTEST:

PROFESSIONAL

Witness

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 - 8 Notice to Proceed
 - 9 Correspondence Relating to Contract Terms
 - 10 Change Orders / Amendments
-

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PEEL HERE ►

ORIGIN (DLD) (732) 709-4182
ALEXANDER CHEN
RAINONE COUGHLIN & MINCHELLO
555 U.S. HIGHWAY ONE SOUTH
SUITE 440
ISELIN, NJ 08830
UNITED STATES US

SHIP DATE: 08NOV10
ACTWTG: 15.00 LB
CNO: 11051039/NET14160

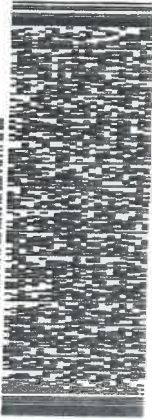
BILL SENDER

TO PURCHASING OFFICE
TWP. OF NO. BRUNSWICK MUNICIPAL BLD
710 HERMANN ROAD
NORTH BRUNSWICK NJ 08902

REF: (732) 241-0922 X 435
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 RAINONE
COUGHLIN
MINCHELLO
ATTORNEYS AT LAW

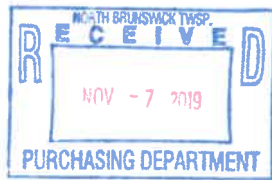
555 U.S. Highway One South, Suite 440, Iselin, New Jersey 08830

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FIRST CLASS MAIL

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North Brunswick, NJ 08902

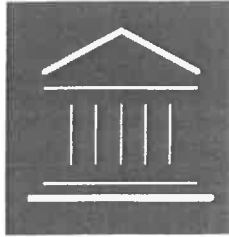
PRO20 03 : Municipal Legal Counsel

Reception Date: November 13, 2019

Company Name: Rainone Coughlin Minchello, LLC

Company Address: 555 U.S. Highway One, Suite 440

Iselin, NJ 08830



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*
Walter D. Denson
Claudia Marchese
Charles R.G. Simmons
* Also admitted in New York

Anne E. Rowan
Ruben D. Perez*
Matthew R. Tavares*
Jeremy M. Brooks

Writer's Direct:
RGordon@NJRCMLaw.com

November 5, 2019

One (1) Unbound Original /Via Federal Express

Purchasing Office
Township of North Brunswick Municipal Building
710 Hermann Road
North Brunswick, New Jersey 08902

**Re: Response to RFP for MUNICIPAL LEGAL COUNSEL
(PRO20003)**

Dear Sir/Madam:

In accordance with the terms of the Township of North Brunswick's Request for Qualifications for Municipal Legal Counsel 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. Ronald H. Gordon will be designated as lead counsel. Mr. Gordon has provided services to the Township for over 10 years and is an accomplished municipal attorney representing public entities for over thirty (30) years. Assisting Ronald Gordon will be Louis N. Rainone, Craig Coughlin, David Minchello, Carol Berlen, John Gillick, Brian Trelease, Walter Denson, Claudia Marchese, Charles Simmons, Anne Rowan, Ruben Perez, Matthew Tavares and Jeremy Brooks. 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 Township of North Brunswick as Legal Counsel.

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: 
Ronald H. Gordon, Esq.

RHG/arg
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 as Outside Counsel, Ronald H. Gordon, who has over thirty (30) years of experience in representing public entities will be Lead Counsel and will oversee all facets of the assignments with the assistance of Louis Rainone, Craig Coughlin, David Minchello, Carol Berlen, John Gillick, Brian Trelease, Walter Denson, Claudia Marchese, Charles Simmons, Anne Rowan, Ruben Perez, Matthew Tavares and Jeremy Brooks, 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. Rainone Coughlin Minchello is in a unique position with regard to the familiarity of the needs of the Township of North Brunswick as Mr. Gordon has provided legal services to the Township since 2004.

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. Louis N. Rainone, David Minchello, 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 Township of North Brunswick. The Firm also has no involvement in any pending litigation that would affect the ability to represent this authority.

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)
RGORDON@NJRCMLAW.COM

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.

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.

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.

Walter D. Denson is a partner with Rainone Coughlin Minchello, LLC. Mr. Denson focuses his practice in the areas of real estate, real estate development and redevelopment, economic development, as well as transactional matters for New Jersey municipalities. Prior to joining the firm, Mr. Denson was the City Attorney for the City of Trenton where he served as legal advisor to the Mayor, City Council and City Departments, as well as managed and directed all legal matters for the City. Prior to stepping into the role of City Attorney, Mr. Denson served as the Director of Housing and Economic Development and Director of Real Estate for the City of Trenton.

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, construction 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.

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 Firefighters, 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.

Public Employees Relation Commission (PERC)

Interest Arbitration: We have extensive experience representing dozens of public entity clients during interest arbitrations before PERC.

Grievance arbitration before PERC: The attorneys who will provide the requested services have extensive experience representing public entity clients during hundreds of grievance arbitrations before PERC.

PERC directed mediation and/or fact finding: The attorneys who will provide the requested services have extensive experience representing public entity clients during PERC directed mediation and fact finding.

Collective Bargaining Agreements

Some examples of our collective negotiations include:

Bergen County Sheriff:

PBA Local # 134

January 1, 2006 through December 31, 2010

New Jersey Employees Labor Union, No. 1 Covering Blue and White Collar Employees

January 1, 2003 through December 31, 2006

Bound Brook:

PBA Local # 380

January 1, 2009 through December 31, 2012

Superior Officers Association

January 1, 2009 through December 31, 2012

AFSCME Local 2169

January 1, 2014 through December 31, 2017

Edison:

PBA Local # 75, Inc.

January 1, 2005 through December 31, 2008

January 1, 2009 through December 31, 2013

PBA Superior Officers Association

January 1, 2005 -December 31, 2008

January 1, 2009 -December 31, 2013

A.F.S.C.M.E. Local # 3269

January 1, 2002 through December 31, 2006

International Association of Fire Fighters AFL-CIO and its Local 3997

March 12, 2004 through December 31, 2007

International Association of Fire Fighters Local No IAFF Local 1197

January 1, 2010 through December 31, 2013

International Association of Fire Fighters Local No 2883

January 1, 2010 through December 31, 2013

New Jersey Regional Council of Carpenters and its Local Union 821

January 1, 2001 through December 31, 2006

Office and Professional Employees AFL-CIO Local 32 (Crossing Guards)

July 1, 2005 through June 30, 2010

Office and Professional Employees AFL-CIO Local 32 (Supervisors and Foremen)

March 12, 2004-December 31, 2007

UAW Local 2326 AFL-CIO (Water and Sewer Departments)

January 1, 2006 through December 31, 2010

Franklin Township:

PBA Local # 154

January 1, 2011 through December 31, 2013

PBA Supervisory Officers Association

January 1, 2010 through December 31, 2013

Local 2426 American Federation of State County and Municipal Employees (AFSCME)

July 1, 2011-June 30, 2010

Communication Workers of America Local 1034

January 2006 through December 2010

AFSCME Local 2859, White Collar Clerical Unit
July 1, 2010 through December 31, 2014

AFSCME Local 2426, Blue Collar Supervisors
July 1, 2010 through December 31, 2015

AFSCME Local 2426, Managers and Supervisors
July 1, 2010 through December 31, 2015

Marlboro:

Communications Workers of America (Blue Collar Unit)
January 1, 2008 through December 31, 2011

Communications Workers of America (White Collar Unit)
January 1, 2008 through December 31, 2011

Communications Workers of America (Dispatcher/Police Clerical Unit)
January 1, 2008 through December 31, 2011

Marlboro Public Works Supervisors Association
January 1, 2008 through December 31, 2011

PBA Local No. 196
January 1, 2009 through December 31, 2012
January 1, 2013 through December 31, 2016

Fraternal Order of Police # 15 Senior Officers (Sergeant and Lieutenants)
January 1, 2009 through December 31, 2012
January 1, 2013 through December 31, 2016

Morristown:

PBA Local No.: 43 (Superior Officers)
January 1, 2010 through December 31, 2011
December 31, 2011 through December 31, 2017

Norwood:

DPW Association
January 1, 2009 through December 31, 2011

PBA Local # 233
January 1, 2009 through December 31, 2012

Old Bridge:

PBA Local 127
Interest arbitration awarded February 1, 2012

Piscataway:

Agreement between Piscataway PBA Local No. 93A and Township of Piscataway
January 1, 2007 through December 31, 2010

Local 32 OPEIU (Rahway City Hall Workers and Communications Operators)
July 1, 2003 through June 30, 2007
July 1, 2011 through December 31, 2014

PBA Local # 31
July 1, 2007 through June 30, 2013
July 1, 2013 through December 31, 2017

Firemen's Mutual Benevolent Association Local #33
July 1, 2003 through June 30, 2008
July 1, 2008 through June 30, 2013
July 1, 2013 through December 31, 2017

Rahway Fire Officers Association, Local # 233
July 1, 2003 through June 30, 2008
July 1, 2008 through June 30, 2013
July 1, 2013 through December 31, 2017

Rahway Local #32 OPEIU - Rahway Public Library
July 1, 2008 through June 30, 2012

International Brotherhood of Teamsters, Local Union No. 469
July 1, 2011 through December 31, 2015

South Amboy:

Municipal Employees Union of South Amboy
January 1, 2008 through December 31, 2013

PBA Local 63
July 1, 2009 through December 31, 2013

PBA/Superior Officers Association
July 1, 2009 through December 31, 2013

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

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 Township of North Brunswick. The Firm's close locale gives the attorneys availability to attend the regular public meetings of the Township.

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

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 Public Entity issues.

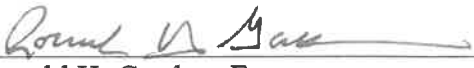
CONCLUSION

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

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

Respectfully submitted,

Rainone Coughlin Minchello LLC

By: 
Ronald H. Gordon, Esq.

RHG/arg

RONALD H. GORDON
SENIOR PARTNER
Rgordon@njrcmlaw.com

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.

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

Montclair State College, B.A. (1975)

New York Law School, J.D. (1978)



**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
COUGHLIN
MINCHELLO
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

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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.



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DAVID L. MINCHELLO

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Representative Cases

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.

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.



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CAROL A. BERLEN

PARTNER

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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.



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JOHN F. GILLICK

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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



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.



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BRIAN P. TRELEASE

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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.



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WALTER D. DENSON

PARTNER

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Education

Syracuse University, B.A. Economics
(1995)

Rutgers School of Law – Newark, J.D.
(2003)

New York University Schack Institute
of Real Estate, Certificate in Real
Estate Finance and Investment (2012)

Bar Admissions

New Jersey State and New Jersey
Federal District Courts (2003)

BIOGRAPHY

Walter D. Denson is a partner with Rainone Coughlin Minchello, LLC. Mr. Denson focuses his practice in the areas of real estate, real estate development and redevelopment, economic development, as well as transactional matters for New Jersey municipalities.

Prior to joining the firm, Mr. Denson was the City Attorney for the City of Trenton where he served as legal advisor to the Mayor, City Council and City Departments, as well as managed and directed all legal matters for the City. Prior to stepping into the role of City Attorney, Mr. Denson served as the Director of Housing and Economic Development and Director of Real Estate for the City of Trenton. In those roles, Mr. Denson solicited for and negotiated with developers on various real estate and redevelopment projects including, the redevelopment of the former Bell Telephone Building and adjacent parcels into a vibrant mixed-used development in the City's downtown, the acquisition and subsequent disposition of the 35,000 square foot Commonwealth Building as part of the larger Bell Telephone Building redevelopment project, the redevelopment of a city-owned parcel for the development of Thomas Edison State University's \$17 million nursing education facility, the acquisition of a 7-acre tract of land from the NJ Schools Development Authority for potential development of a technology campus or other transit-oriented development. Mr. Denson also negotiated various project financing terms with developers including payment-in-lieu-of-taxes (PILOTs) and City entitlement grant funding.



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WALTER D. DENSON

Mr. Denson is a graduate of Syracuse University where he received a B.A. in Economics. Mr. Denson is also a graduate of Rutgers School of Law – Newark. During his time in law school, Mr. Denson served as the Editor of the Bankruptcy Law Journal (former) and published an article entitled “The Source Code Escrow: A Worthwhile or Worthless Investment.” As Mr. Denson sought to focus his legal career in the areas of real estate development/ redevelopment, he obtained a Certificate in Real Estate Finance and Investment from the New York University Schack Institute of Real Estate and is working toward a second Certificate in Real Estate Development. Mr. Denson is also a former member of the International Economic Development Council (IEDC) where he is seeking to obtain the Certified Economic Development designation.



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CLAUDIA L. MARCHESE

PARTNER

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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.