

**RESOLUTION 66 – 2015**  
**RESOLUTION APPOINTING SPECIAL COUNSEL**  
**FOR AFFORDABLE HOUSING MATTERS**

**WHEREAS**, the Borough requires the services of an attorney with special expertise to assist the Borough and its Solicitor in addressing its responsibilities for the provision of affordable–housing opportunities; and

**WHEREAS**, the “Local Public Contracts Law” (N.J.S.A. 40A:11-1, et seq.) requires that a Resolution Authorizing the Award of Contracts for “Professional Services” without competitive bids must be publicly advertised; and

**WHEREAS**, this appointment is made pursuant to a “Open and Fair Open Process” in accordance with N.J.S.A. 19:44A-20.4, et seq.; and

**WHEREAS**, an invitation for Qualification Statements relating to this appointment was publicly advertised and proposals received and processed as a “Fair and Open Process” as provided by the aforesaid N.J.S.A. 19:44A-20.4, et seq.

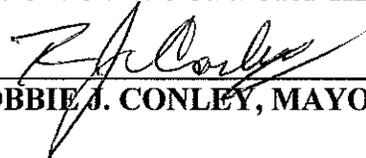
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that Jeffrey R. Surenian and Associates, LLC is hereby appointed as Special Counsel for Affordable Housing matters effective immediately and extending for a term as set forth within the attached Contract;

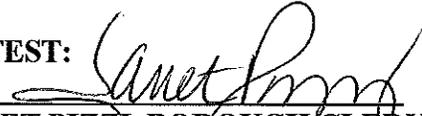
**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized and directed to execute a Contract in the form annexed hereto to facilitate this appointment;

**BE IT FURTHER RESOLVED** that this Contract is awarded without competitive bidding as a “Professional Service” under the provisions of the aforesaid Local Public Contracts Law because said Contract encompasses a professional service recognized, licensed and regulated by law;

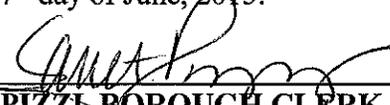
**BE IT FURTHER RESOLVED** that this Resolution shall be published within the South Jersey Times within ten (10) days of its adoption.

**BOROUGH OF WOODBURY HEIGHTS**

BY:   
**ROBBIE J. CONLEY, MAYOR**

ATTEST:   
**JANET PIZZI, BOROUGH CLERK**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the regular meeting held on the 17<sup>th</sup> day of June, 2015.

  
**JANET PIZZI, BOROUGH CLERK**

## CONTRACT FOR PROFESSIONAL SERVICES

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This Agreement is made this 17 day of June 2015 by and between:

**Borough of Woodbury Heights, a Municipal Corporation of the State of New Jersey**  
500 Elm Avenue  
Woodbury Heights, NJ 08097

Hereinafter referred to as "Borough"

And: **Jeffrey R. Surenian and Associates, LLC**  
707 Union Avenue, Suite 301  
Brielle New Jersey, 08730,

Hereinafter referred to as "Special Counsel", "Contractor" or "Firm".

### WITNESSETH:

1. Borough hereby appoints and employs the Special Counsel to assist the Borough and its legal counsel in helping the Borough address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) the New Jersey Council on Affordable Housing ("COAH") and/or (b) a New Jersey court of competent jurisdiction.

2. Special Counsel shall bill the Borough at the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian;
- (b) \$175.00 per hour for all time spent by Counsel, which is defined as an attorney with at least six years of experience representing municipalities in Mount Laurel matters and at least ten years of experience as a lawyer;
- (c) \$160.00 per hour for all time spent by Senior Associates, defined as an attorney with at least three years of experience representing municipalities in Mount Laurel matters;
- (d) \$140.00 per hour for all time spent by Junior Associates defined as an attorney with less than three years of experience as an attorney; and
- (e) \$70.00 per hour for all paralegal work.

3. Borough shall pay all disbursements incurred by Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page); facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. Special Counsel shall bill Borough on a monthly basis. In the event that the bills exceed the amount budgeted, Borough shall either make another appropriation or advise Special Counsel to stop work immediately.

5. Borough shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Borough, which Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

**Exhibit A**

Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27; Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and 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;

**Exhibit B**

State of New Jersey Business Registration Certificate; Certificate of Employee Information Report; Workers Compensation and Employers Liability Policy; and Business Entity Disclosure Certification; and

**Exhibit C**

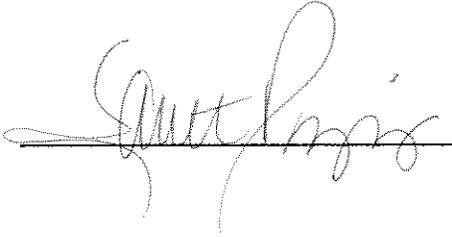
Certificates of Good Standing for Jeffrey R. Surenian, Michael A. Jedziniak and Erik C. Nolan.

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Contract shall be in effect from June 17, 2015 until December 31, 2015.

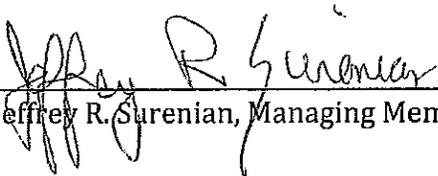
**Borough of Woodbury Heights**

ATTEST:



By  , Mayor

**JEFFREY R. SURENIAN AND ASSOCIATES, LLC**

By  Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on this 2 day of June, 2015

  
A Notary Public of New Jersey  
My commission expires:  
**JACALYN A. SPRINGER**  
A Notary Public of New Jersey  
My Commission Expires Sept. 15, 2018

# **EXHIBIT A**

**To 2015 Proposed Contract for Professional Services**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**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. 17:27-1 et seq.

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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);  
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;  
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency, to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

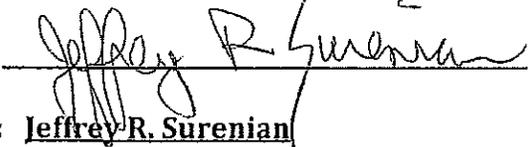
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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. 17:27-1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

**COMPANY:** Jeffrey R. Surenian and Associates, LLC

**SIGNATURE:** 

**PRINT NAME:** Jeffrey R. Surenian

**TITLE:** Managing Member

**DATE:** 6/2/15

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the BOROUGH OF WOODBURY HEIGHTS, (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

  
Jeffrey R. Surenian, Managing Member  
Jeffrey R. Surenian and Associates, LLC

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17-27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Except with respect to affectional or sexual orientation, and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such action shall include, but not 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 employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform, in writing, its appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff, to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 Contract Compliance & EEO, 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 Contract Compliance & EEO, for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

# **EXHIBIT B**

**To 2015 Proposed Contract for Professional Services**



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** JEFFREY R SURENLAN AND ASSOCIATES LIMITED  
LIABILITY COMPANY

**Trade Name:**

**Address:** 707 UNION AVENUE STE 301  
BRIELLE, NJ 08730

**Certificate Number:** 1145488

**Effective Date:** April 26, 2005

**Date of Issuance:** June 18, 2008

**For Office Use Only:**  
20080618144139309

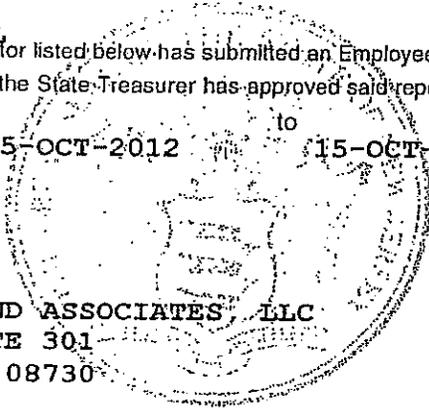
Date:

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2012 to 15-OCT-2019



JEFFREY R. SURENIAN AND ASSOCIATES, LLC  
707 UNION AVENUE, SUITE 301  
BRIELLE NJ 08730



  
Andrew P. Sidamon-Eristoff  
State Treasurer

06 (Policy Provisions: WC 00 00 00 B)  
39  
ZF

WEC **INFORMATION PAGE**  
**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** HARTFORD UNDERWRITERS INSURANCE COMPANY  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

**NCCI Company Number:** 10456  
**Company Code:** 6



02465  
\*1500213ZF39060101



**POLICY NUMBER:** 13 WEC ZF3906  
**Previous Policy Number:** 13 WEC ZF3906

Suffix  
LARS RENEWAL  
05

**HOUSING CODE:** SB

1. **Named Insured and Mailing Address:** JEFFREY R SURENIAN & ASSOCIATES  
(No., Street, Town, State, Zip Code) LLC

707 UNION AVE. STE 301  
BRIELLE, NJ 08730

**FEIN Number:** 270119443

**State Identification Number(s):**  
NJ TIN: 270119443000

**The Named Insured is:** LIMITED LIABILITY COMPANY  
**Business of Named Insured:** LAWYERS & LAW FIRMS  
**Other workplaces not shown above:** 707 UNION AVE. STE 301  
BRIELLE NJ 08730

2. **Policy Period:** From 06/17/14 To 06/17/15  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** COMP-CARE BROKERAGE

1129 RARITAN ROAD  
CLARK, NJ 07066

**Producer's Code:** 651298

**Issuing Office:** THE HARTFORD  
301 WOODS PARK DRIVE  
CLINTON NY 13323  
(800) 962-6170

**Total Estimated Annual Premium:** \$5,188

**Deposit Premium:**

**Policy Minimum Premium:** \$386 NJ

**Audit Period:** ANNUAL

**Installment Term:**

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

*Susan J. Castaneda*  
Authorized Representative

05/09/14  
Date

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NJ

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 01 14 WC 00 04 21C WC 00 04 22A WC 00 04 19 WC 29 03 06B

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 LAW OFFICE -- ALL EMPLOYEES & CLERICAL MESSENGERS, DRIVERS	722,600	.44	3,179
INCREASED LIMITS PART TWO (6199)			35
1.10 PERCENT			65
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			3,279
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			1,339
NJ - INTRA EXPERIENCE MODIFICATION			4,391
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			4,391
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			220
EXPENSE CONSTANT (0900)			288
NJ ESTIMATED 2ND INJURY FUND SURCHARGE	6.560 PERCENT		217
TERRORISM (9740)	722,600	.030	72
CATASTROPHE (9741)	722,600	.010	5,188
TOTAL ESTIMATED ANNUAL PREMIUM			
<b>Total Estimated Annual Premium:</b>	<b>\$5,188</b>		
<b>Deposit Premium:</b>			
<b>Policy Minimum Premium:</b>	<b>\$386 NJ</b>		

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS:  
SIC: 8111  
NJ TIN: 270119443000

## Evidence of Insurance

Insured: Jeffrey R. Surenian & Associates, LLC

*We are pleased to advise you that, pending the issuance of the applicable insurance policy, coverage is bound as follows:*

<b>Insurance Carrier:</b>	Freedom Specialty Insurance Company	
<b>Type of Coverage:</b>	Lawyers Professional Liability (Admitted)	
<b>Policy Number:</b>	LGF0000921	
<b>Policy Type:</b>	New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Endorsement <input type="checkbox"/>	
<b>Policy Term:</b>	<b>From:</b> 05/01/2015	<b>To:</b> 05/01/2016
<b>Limit of Liability:</b>	\$1,000,000 Per Claim / \$1,000,000 Aggregate (50% Offset)	
<b>Deductible:</b>	\$5,000 Per Claim (Loss Only)	
<b>Premium:</b>	\$9,313 - \$750 Broker Fee	
<b>Endorsements / Exclusions:</b>	In accordance with our quote letter dated April 30, 2015	
<b>Retroactive Date:</b>	05/01/2005	
<b>Conditions:</b>	None	

**Issuance of a policy is contingent upon receipt, review and acceptance of the aforementioned conditions and upon receipt by D & O Partners, Inc. of the premium due.**

As documentation or information is received in satisfaction of the aforementioned conditions, the underwriter reserves the right to modify or rescind this temporary binder. Furthermore, this binder and any policy issued pursuant thereto, are subject to confirmation of no material change in the information provided in the insured's original application.

If the requested information is not received, reviewed and approved by the binder expiration date, or if a material change in the original application information is revealed, then this binder, and any policy issued pursuant thereto, may become null and void *Ab Initio*. Extension or modification of any binder may only be made in writing by D & O Partners, Inc.



David A. Ratner

Dated: May 7, 2015

**BOROUGH OF WOODBURY HEIGHTS**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant to N.J.S.A. 19:44A-20.8

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jeffrey R. Surenian and Associates, LLC., has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq.; that, pursuant to P.L. 2004, c. 19, would bar the award of this contract in the one-year period commencing January 1, 2014, to any of the following named candidate committee, joint-candidates committee, or political-party committee representing the elected officials of the Borough of Woodbury Heights, as defined pursuant to N.J.S.A. 19:44A-3 (p), (q) and (r). The undersigned and all persons listed below understand that they are barred from making such contributions during the term of this contract.

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

- Partnership     Corporation     Sole Proprietorship     Subchapter S Corporation  
 Limited Partnership     Limited Liability Company     Limited Liability Partnership

Name of Stock or Shareholder	Home Address	
Jeffrey R. Surenian	1206 Rue Ave., Point Pleasant, NJ 08742	100%

**Part III - Signature and Attestation:**

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

Name of Business Entity: Jeffrey R. Surenian and Associates, LLC

Signed: Jeffrey R. Surenian Title: Managing Member

Print Name: Jeffrey R. Surenian Date: 6/2/15

Subscribed and Sworn to before me this 2 day of June, 2015

Jacalyn A. Springer  
 (Affiant)  
**JACALYN A. SPRINGER**  
 A Notary Public of New Jersey  
 My Commission Expires Sept. 15, 2018  
 (Print Name & title of affiant)

My Commission expires:

(Corporate Seal)

**BOROUGH OF WOODBURY HEIGHTS**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant to N.J.S.A. 19:44A-20.8

Required Pursuant to N.J.S.A. 19:44A-20.8

The following is a statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-to-Play Law” (P.L. 2004, c. 19, as amended by P.L. 2005, c. 51)**

**19:44A-20.6 Certain Contributions Deemed as Contributions by Business Entity**

5. When a business entity is a natural person, a contribution by that person’s spouse or child residing therewith shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions Relative to Certain Campaign Contributions**

6. As used in sections 2 through 12 of this act: “Business Entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association, or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction. “Interest” means the ownership or control of more than 10% of the profits or assets of a business entity, or 10% of the stock, in the case of a business entity that is a corporation for the profit, as appropriate.

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44-1 *et seq.*)**

**19:44A-3 Definitions.** In pertinent part...

p. The Term “political party committee” means the State committee of a political party, as organized pursuant to R.S. 19:5-4; any county committee of a political party, as organized pursuant to R.S. 19:5-3; or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c. 83 (C.19:44A-9), for the purpose of receiving contributions and making expenditures.

r. The term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c. 83 (c.19:44A-9) by at least two candidates for the same elected public offices in the same election in a legislative district, county, municipality, or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection, the offices or members of the Board of Chosen Freeholders and county executive shall be deemed to be the same elective public offices in a county, and the offices of mayor and members of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**BOROUGH OF WOODBURY HEIGHTS**  
**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant to N.J.S.A. 19:44A-20.8

**19:44A-8 and 16 Contributions, Expenditures, Reports, Requirements**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection, without further adjustment by the commission, in the manner prescribed by section 22 of P.L.1993, c. 65 (C.19:44A-7.2).”

# **EXHIBIT C**

**To 2015 Proposed Contract for Professional Services**

# Supreme Court of New Jersey



## Certificate of Good Standing

This is to certify that **JEFFREY R SURENIAN**  
(No. **024231983**) was constituted and appointed an Attorney at Law of New Jersey on **December 15, 1983** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

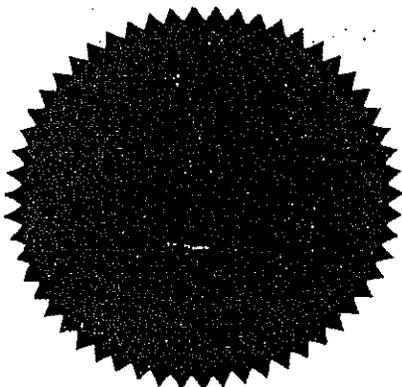
I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney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

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

In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
day of \_\_\_\_\_, 20

25TH September 14

Clerk of the Supreme Court



# Supreme Court of New Jersey



## Certificate of Good Standing

*This is to certify that* **MICHAEL ALDO JEDZINIAK**  
(No. **012832001**) *was constituted and appointed an Attorney at Law of New Jersey on* **November 14, 2001** *and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.*

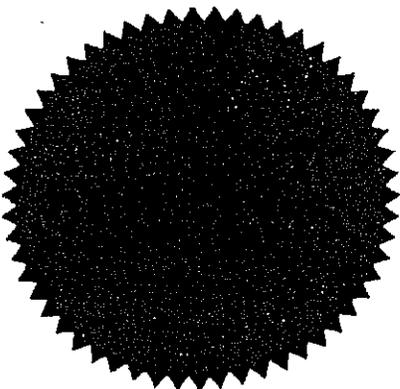
*I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney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

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

*In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this*

*25TH* day of *September*, 20 *14*

Clerk of the Supreme Court



# Supreme Court of New Jersey



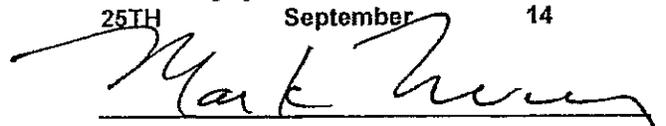
## Certificate of Good Standing

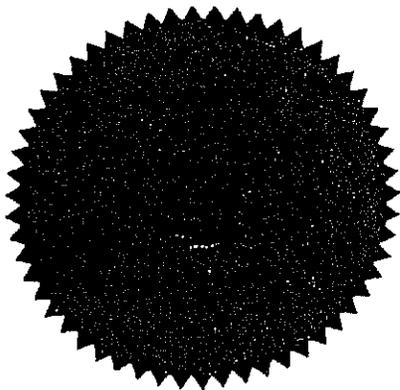
This is to certify that **ERIK C NOLAN**  
(No. **014032006**) was constituted and appointed an Attorney at Law of New Jersey on **November 30, 2006** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

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

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

In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
day of \_\_\_\_\_, 20  
25TH September 14

  
Clerk of the Supreme Court



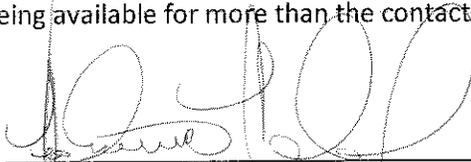
### CERTIFICATION OF AVAILABILITY OF FUNDS

I, Victoria Holmstrom, being the Chief Financial Officer of the Borough of Woodbury Heights, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the proposed contract between the Mayor and Borough Council of the Borough of Woodbury Heights and Jeffrey R. Surenian and Associates, LLC .

The money necessary to fund said contract is in the maximum amount of \$15,000 and upon approval of the contact, all funds expended shall be charged to budget account numbers:

5-01-20-155-000-265

These funds are not being certified as being available for more than the contact.



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Victoria Holmstrom, CFO

Date: 06/16/2015

Resolution # 66-2015

PUBLIC NOTICE

The Borough of Woodbury Heights has awarded the following contract without competitive bidding as professional service pursuant to N.J.S.A. 40A:11-1, et seq. and N.J.S.A. 19:44A-20.4, et seq. at a Regular Meeting of Mayor and Council on the 17 day of JUNE, 2015.

Award: Jeffrey R. Surenian and Associates, LLC  
Service: Special Counsel for Affordable Housing Matters  
Term: June 17, 2015 to December 31, 2015  
Amount of Contract: Not to exceed \$15,000.00

The contract and resolution authorizing same are available for public inspection in the office of the Borough Clerk, 500 Elm Avenue, Woodbury Heights, NJ 08097.

Janet Pizzi, Clerk/Administrator