

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 11-14

RESOLUTION  
APPOINTING  
McMANIMON SCOTLAND & BAUMANN, LLC  
SPECIAL LEGAL COUNSEL  
FOR REDEVELOPMENT  
FOR 2014

**WHEREAS**, the Township of Maplewood ("Township") has a need to retain Legal Counsel in the area of redevelopment by means of a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.8; and

**WHEREAS**, the Township's purchasing agent has determined and certified that the value of the services may exceed \$17,500.00; and

**WHEREAS**, the anticipated term of this contract is for one (1) year; and

**WHEREAS**, the law firm of McManimon Scotland & Baumann, LLC ("McManimon & Scotland") has submitted a proposal indicating they will provide services as Redevelopment Counsel to the Township at the rate set forth in the agreement annexed hereto and made a part hereof; and

**WHEREAS**, the law firm of McManimon & Scotland has completed and submitted a Business Entity Disclosure Certification which certifies that McManimon & Scotland has not made any contributions to a political or candidate committee in the Township of Maplewood in the previous one (1) year, and this Resolution prohibits the law firm of McManimon & Scotland from making any contributions through the term of the contract; and

**WHEREAS**, there are funds available to retain the law firm of McManimon & Scotland.

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. Pursuant to N.J.S.A. 40A:11-5(1)(a)(i), the law firm of McManimon Scotland & Baumann, LLC be and is hereby appointed as Special Legal Counsel for Redevelopment for the year 2014 pursuant to the terms of the contract annexed hereto.

2. The law firm of McManimon Scotland & Baumann, LLC is prohibited from making any contribution to a political or candidate committee during the term of this appointment.

3. The Mayor and the Township Clerk be and are hereby authorized to enter into a contract on behalf of the Township of Maplewood in connection with these services.

4. A copy of this Resolution shall be printed once in the News Record of Maplewood and South Orange and is to be retained on file in the Office of the Township Clerk.

5. The Business Entity Disclosure Certification and Determination of Value be placed on file with this Resolution.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey at a regular meeting of said Committee held on January 7, 2014.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey on this 7th day of January 2014.

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**ELIZABETH J. FRITZEN, R.M.C.**  
Township Clerk

## A G R E E M E N T

THIS AGREEMENT ("Agreement"), made as of this \_\_\_ day of \_\_\_, 20\_\_\_, by and between the TOWNSHIP OF MAPLEWOOD, County of Essex, a public body corporate and politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Redevelopment Counsel":

WITNESSETH:

### A. GENERAL SERVICES

1. The Client desires to engage Redevelopment Counsel for general legal services in connection with its various redevelopment projects (the "Redevelopment Projects").

2. Services rendered to the Client shall be billed at the blended hourly rate of \$215 for attorneys and \$135 for paralegals. In the event that Redevelopment Counsel is required to represent the Client in litigation/dispute resolution matters, the blended hourly rate shall be the same.

3. Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph B(3)(g).

### B. SERVICES RELATING TO FINANCINGS

1. The Client is authorized by law to undertake a variety of financings in connection with its Redevelopment Projects. In addition to the services to be provided in connection with paragraph A, the Client desires to engage Redevelopment Counsel for specialized legal services in connection with the negotiation and authorization of a financial agreement with respect to payments in lieu of tax, the authorization and issuance of bonds or other obligations for the various Redevelopment Projects it determines to undertake, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law.

2. Redevelopment Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Redevelopment Counsel will meet with the members of the Client and its representatives and advisors, including its planning consultants, engineers, financial advisors, underwriters or others, as often as necessary for the development of the financing plan. Redevelopment Counsel will review or draft all documents necessary to effectuate the financing plan, including the ordinance or the resolution establishing the Client, if applicable, the general bond resolution, any supplemental bond resolutions or trust indentures and other operative documents. In developing the financial plan, Redevelopment Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of bond proceeds in light of the Internal Revenue Code and the Regulations promulgated by the

Treasury with regard to "Arbitrage Bonds" in order to ensure the Client's ability to issue tax-exempt bonds, if applicable.

b. Redevelopment Counsel will assemble a certified record of proceedings to evidence the establishment of the Client, if applicable, the appointment and the validity of its membership, the effectiveness of the general bond resolution, any supplemental resolutions, trust indentures or other operative documents, the proper authorization and the effectiveness of the subsidy agreement, if any, and the bond purchase agreement, the enforceability of any covenants undertaken by the Client for the protection of bondholders and the proper authorization and issuance of the bonds or other obligations of the Client.

c. Redevelopment Counsel will supervise the legal aspects of the sale of the bonds or other obligations, whether at competitive or negotiated sale. Redevelopment Counsel will meet with the members of the Client, the financial advisors and the underwriters and will review such documents as underwriting agreements, bond purchase agreements and similar documents relating to the sale of the bonds or other obligations. Redevelopment Counsel will review those portions of the official statement relating to the legal proceedings required to issue the bonds or other obligations and will review drafts of the official statement in order to ensure compliance with law and substantial adherence to generally accepted financial disclosure guidelines issued by the Municipal Finance Officers Association. Redevelopment Counsel services in this regard would not include a due diligence inquiry or the rendering of an opinion with respect to due diligence, which is generally provided by counsel to the underwriter. Redevelopment Counsel will attend meetings with the rating agencies as necessary to assist in obtaining a favorable credit rating for bond issues of the Client. If requested, Redevelopment Counsel will attend and participate in information meetings deemed appropriate by the financial advisor or underwriter to acquaint the municipal bond market with new issues of bonds or other obligations of the Client.

d. Redevelopment Counsel will prepare or arrange for the preparation of the bonds or other obligations for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for delivery of the bonds or other obligations to the purchaser. Redevelopment Counsel will attend the closing with the appropriate officials, at which time the bonds or other obligations will be delivered, payment will be made for the bonds or other obligations, and Redevelopment Counsel will issue a final approving legal opinion with respect to the validity of the bonds or other obligations and the various covenants undertaken by the Client for the protection of its bondholders. This opinion will be in a form acceptable to the financial community and will be printed on the bonds or other obligations.

e. Throughout the course of these services, Redevelopment Counsel will be available for meetings and conversations with the members of the Client, its planning consultants, engineers, financial advisors and underwriters and its other representatives, officials or professionals, and Redevelopment Counsel will be available to answer questions raised by members of the investment community with respect to the obligations of the Client.

3. The Client will make payment to Redevelopment Counsel for services rendered in accordance with the following schedule:

a. Services rendered in connection with the authorization and the issuance of a permanent bond issue or temporary financing involving the preparation of a General Bond Resolution or trust indenture and is publicly offered during the term of this Agreement, will be billed at the hourly rates set forth in paragraph A(2).

b. Services rendered in connection with the preparation of any disclosure documents or other similar documents will be billed at hourly rates set forth in paragraph A(2).

c. Financing related services rendered beyond the scope of those described above will be billed at the hourly rates set forth in paragraph A(2).

d. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, an additional fee of \$15,000 will be charged.

e. In the event that a letter of credit or other credit enhancement (not including a standard insurance policy), is issued in connection with either a bond or temporary financing, an additional fee of \$25,000 will be charged.

f. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, Counsel services will be billed at the hourly rates set forth in paragraph A(2).

g. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client.

h. Complex financings in connection with redevelopment projects, including securitizations of payments-in-lieu of taxes, may include an additional fixed fee component to be determined at the time of issuance of such bond issue.

#### C. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Redevelopment Counsel's client and an attorney-client relationship will exist between Client and Redevelopment Counsel. Redevelopment Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Redevelopment Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Redevelopment Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Redevelopment Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Redevelopment Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Redevelopment Counsel. For various reasons, including the minimization of unnecessary storage expenses, Redevelopment Counsel

reserves the right to dispose of any documents or other materials retained by Redevelopment Counsel after the termination of this Agreement.

3. Redevelopment Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Redevelopment Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Redevelopment Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC 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 thereunder.

5. Redevelopment Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

6. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

IN WITNESS WHEREOF, the TOWNSHIP OF MAPLEWOOD has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Redevelopment Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF MAPLEWOOD

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

McMANIMON, SCOTLAND & BAUMANN, LLC

By: \_\_\_\_\_

# Jamison Risk Services



A DIVISION OF HERBERT L. JAMISON & CO., L.L.C.  
INSURANCE GROUP

100 Executive Drive, West Orange, New Jersey 07052-3362  
973-731-0806 • 800-JAMISON • Fax 973-731-3035 • [www.jamisongroup.com](http://www.jamisongroup.com)

NEW JERSEY  
NEW YORK  
PENNSYLVANIA

## CONFIRMATION OF PLACEMENT OF COVERAGE

<b>NAMED INSURED AND ADDRESS</b>	<b>ACCOUNT NO.</b>
McManimon, Scotland & Baumann, LLC 75 Livingston Avenue Roseland, NJ 07068-1791 Attn: Ms. Helen Lysaght	TBD

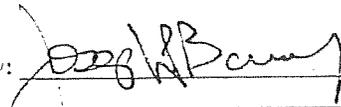
<b>EFFECTIVE DATE</b>	<b>EXPIRATION DATE</b>	<b>POLICY NUMBER</b>	<b>INSURER</b>
September 20, 2013	September 20, 2014	LWB02401249	Chicago Insurance Company

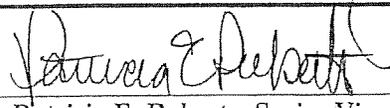
### COVERAGE DESCRIPTION AND AMOUNT/LIMITS

#### LAWYERS PROFESSIONAL LIABILITY INSURANCE

Limit of Liability: \$10,000,000 Per Claim / \$10,000,000 Annual Aggregate  
Deductible: \$100,000 Per Claim Loss Only  
Annual Premium: \$132,438.31 Including PLIGA Surcharge of 0.9%  
Policy Wording and Endorsements: As outlined in our proposal of September 11, 2013

The firm has been offered and is not interested in pursuing a higher limit option of \$5,000,000 excess of \$10,000,000

Accepted by:  Dated: 9/17/13

BY   
Patricia E. Roberto, Senior Vice President

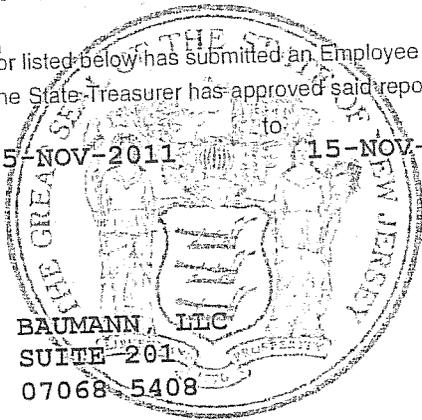
September 17, 2013  
DATE

In accordance with your instructions we have taken the action as described above. Please review this confirmation to be sure that it accurately reflects those instructions. The policy and / or amendment is being prepared and will be forwarded to you along with the invoice or credit memorandum in due course. Thank you for this opportunity to be of service. Subject to Underwriters Approval and Terms and Conditions of the Policy.

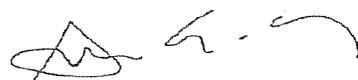
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**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-NOV-2011 to 15-NOV-2018



MCMANIMON, SCOTLAND & BAUMANN, LLC  
75 LIVINGSTON AVENUE, SUITE 201  
ROSELAND NJ 07068-5408

  
Andrew P. Sidamon-Eristoff  
State Treasurer

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>McManimon, Scotland &amp; Baumann, LLC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="margin-left: 100px;">P</span> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>75 Livingston Avenue, Second Floor</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Roseland, New Jersey 07068</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
2	2	-	2	8	3	7	0	9

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶      Date ▶ 12-30-13

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this 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 or sex. The contractor or subcontractors, 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 contractors 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 the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to 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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor 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:

1. Letter of Federal Affirmative Action Plan Approval
2. **Certificate of Employee Information Report**
3. Employee Information Report Form AA302

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

NAME OF COMPANY: McManimon, Scotland & Baumann, LLC

NAME OF OFFICIAL: Glenn F. Scotland

TITLE: Member DATE: 12-30-73

SIGNATURE: 

TOWNSHIP OF MAPLEWOOD  
DISCLOSURE STATEMENT  
Pursuant To Township Ordinance No. 2339-06

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McManimon, Scotland & Baumann, LLC has not made and will not make any reportable contributions pursuant to Township Ordinance No. 2339-06 that would bar the award of this contract to any Township elected official, Township candidate, Township candidate committee, Township joint candidates committee or political party committee representing the elected officials of the Township of Maplewood.

Part II - Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Edward J. McManimon, III	115 Laning Avenue, Pennington, NJ 08534
Glenn F. Scotland	95 Central Avenue, Montclair, NJ 07042
Joseph P. Baumann, Jr.	123 Central Avenue, Madison, NJ 07940
Andrea L. Kahn	7 Blythewood Court, North Brunswick, NJ 08902

Part III - Signature and Attestation:

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

Name of Business Entity: McManimon, Scotland & Baumann, LLC  
 Signed: [Signature] Title: Member  
 Print Name: Glenn F. Scotland Date: 12/30/13

Subscribed and sworn before me this 30 day of December 2013

[Signature]  
 (Affiant)

My Commission expires: \_\_\_\_\_  
 SONIA DASILVA  
 A Notary Public of New Jersey  
 My Commission Expires February 1, 2017

Print name & title of affiant) (Corporate Seal)



**STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Company

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Edward J. McManimon, III Home Address: 115 Laning Avenue Pennington, NJ 08534	Name: Glenn F. Scotland Home Address: 95 Central Avenue Montclair, NJ 07042
Name: Andrea L. Kahn Home Address: 7 Blythewood Court North Brunswick, NJ 08902	Name: Joseph P. Baumann, Jr. Home Address: 123 Central Avenue Madison, NJ 07940
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 30 day of December, 2013.

(Notary Public) *Sonia Dasilva*

My Commission expires: \_\_\_\_\_

SONIA DASILVA  
A Notary Public of New Jersey  
My Commission Expires February 1, 2017

*Glenn F. Scotland*  
(Affiant)

**Glenn F. Scotland**  
(Print name & title of affiant)

(Corporate Seal)