

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 4-15

**APPOINTING BENDIT WEINSTOCK, P.A.
AS SUBSTITUTE TOWNSHIP ATTORNEY FOR 2015
IN THE ABSENCE OF TOWNSHIP ATTORNEY,
ROGER J. DESIDERIO
and
PROVIDING FOR A RATE OF COMPENSATION
FOR
LEGAL SERVICES**

WHEREAS, Roger J. Desiderio, Esq. has been appointed Township Attorney for the Township of Maplewood for 2015; and

WHEREAS, Mr. Desiderio is a member of the firm of Bendit Weinstock, West Orange, New Jersey; and

WHEREAS, from time to time Mr. Desiderio is unavailable to attend Township Committee meetings; and

WHEREAS, it is in the best interests of the Township to have Counsel present at Township Committee meetings; and

WHEREAS, pursuant to Township Code, Section 6-52 F, there are legal matters for which the Township Attorney shall receive reasonable additional compensation, plus disbursements; and

WHEREAS, the law firm of Bendit Weinstock has completed and submitted a Business Entity Disclosure Certification which certifies that Bendit Weinstock 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 Bendit Weinstock from making any contributions through the term of this appointment; and

WHEREAS, it is anticipated this appointment of Bendit Weinstock as substitute Township Attorney will run concurrently with the appointment of Roger J. Desiderio as Township Attorney from January 6, 2015 to December 31, 20156.

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

1. The law firm of Bendit Weinstock, P.A. of West Orange, New Jersey be and is hereby appointed as Substitute Township Attorney in the absence of Mr. Desiderio.

2. Bendit Weinstock shall bill at the rate of \$140.00 per hour for all services provided pursuant to Township Code Section 6-52 F.

3. The law firm of Bendit Weinstock is prohibited from making any contribution to a political or candidate committee during the term of this appointment.

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 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 6, 2015.

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 6th day of January 2015.

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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PUBLIC CONTRACTS
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE
PO Box 209
TRENTON, NJ 08625-0209

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

On future successful bids, you must present a photocopy of this certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and service or professional service contract. Failure to do so within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, this Division will forward a renewal notification. Upon receipt of a properly completed renewal application, the renewal certificate will be issued. In addition, representatives of this Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment status of your organization. Moreover, this Division may provide your organization with technical assistance, as required. Please be sure to notify this Division immediately if your company's federal identification number, name or address changes.

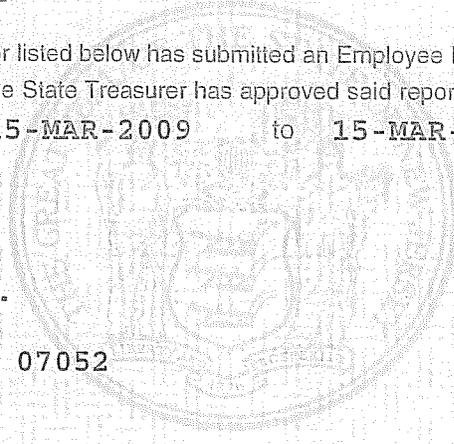
If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s)
(AA-01 Rev. 4/08)

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-MAR-2009** to **15-MAR-2016**

BENDIT WEINSTOCK, P.A.
80 MAIN STREET
WEST ORANGE NJ 07052



State Treasurer

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 BENDIT WEINSTOCK, P.A. 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

Name of Stock or Shareholder	Home Address
Alan Roth	225 N. Wyoming Ave., South Orange, N.J. 07079
James F. Keegan	14 Davenport Road, Green Pond, N.J. 07435
Abbott S. Brown	19 Hoffman Street, Maplewood, N.J. 07040
Roger J. Desiderio	21 Collinwood Road, Maplewood, N.J. 07040
William L. Gold	17 Hoffman Street, Maplewood, N.J. 07040
Anthony Mazza	157 Green Village Road, Madison, N.J. 07940
Kingsuk Bhattacharya	200 Dey Street - Unit 232, Harrison, N.J. 07922

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: BENDIT WEINSTOCK, P.A.
Signed: _____ Title: Vice President
Print Name: Roger J. Desiderio Date: _____

Subscribed and sworn before me this 20th day of December 2014
Patricia C Holmes
A Notary Public of New Jersey
My Commission expires: My Commission Expires May 1, 2017

(Notary Name & title of affiant) (Corporate Seal)

TOWNSHIP OF MAPLEWOOD



AMERICAN DISABILITY ACT OF 1990

The contractor and the Township of Maplewood (hereafter "Owner") do hereby agree that the provisions of Title 11 of the American 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, or 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.

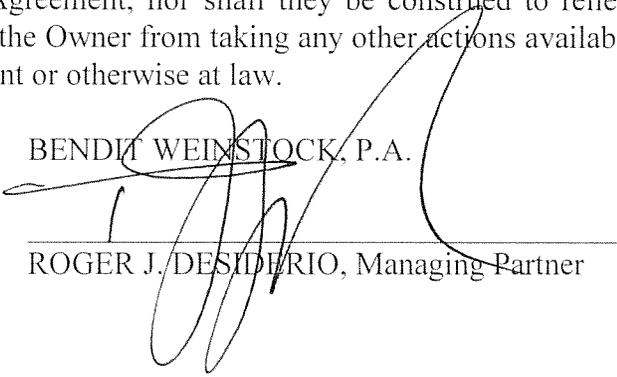
The Owner shall, as soon as practicable, after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees,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

BENDIT WEINSTOCK, P.A.



ROGER J. DESIDERIO, Managing Partner

AGREEMENT

Exhibit A

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

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 for the 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 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contract or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-relating 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.

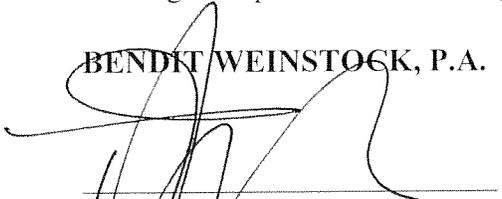
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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
Certificates of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontracts shall furnish such reports or other documents to the Division of Contract Compliance and 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 and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

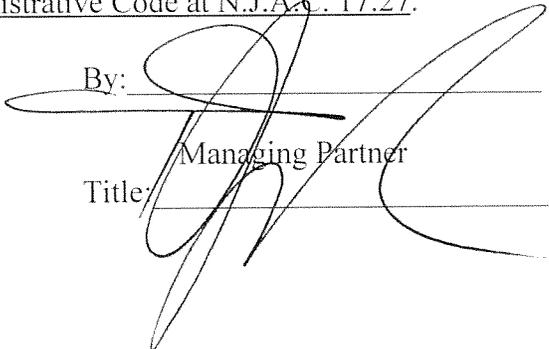
BENDIT WEINSTOCK, P.A.



Print Name
ROGER J. DESIDERIO, ESQ.
Date: 12/30/14

By: _____

Title: _____



Managing Partner