

Resolution Awarding Contract for Professional Legal Services
Resolution 2015-03

WHEREAS, the East Windsor Municipal Utilities Authority (Authority) desires to award a professional services contract for Legal services for 2015; and

WHEREAS, the Authority is awarding this contract under a Fair and Open Process, pursuant to N.J.S.A. 19:44A-20 et seq.; and

WHEREAS, in accordance with the legal requirements for the Fair and Open Process, the proposal for these services was posted on the Authority's web site; and

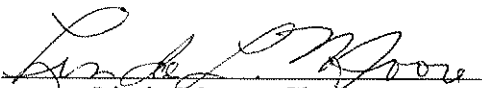
WHEREAS, one proposal for these services was received, from Mason Griffin & Pierson, 101 Poor Farm Road, Princeton, New Jersey 08540 and the Authority has determined, price and other factors considered, that it is in the best interest of the Authority to award a contract for legal service to Mason Griffin & Pierson for 2015; and

WHEREAS, the Local Public Contract Law, N.J.S.A. 40A11-1 et seq. authorizes the award of this contract without public bidding on the basis that the services are to be performed by persons who are recognized as licensed and regulated professionals and are specifically exempted under N.J.S.A. 40A:11-5.

NOW, THEREFORE, BE IT RESOLVED, by the East Windsor Municipal Utilities Authority, County of Mercer, State of New Jersey, as follows:

1. The Authority hereby specifically determines that the procedures followed in connection with an award of this contract were in full compliance with the Fair and Open Process for awarding such contracts, as set forth in N.J.S.A. 19:44A-20.5.
2. Mason Griffin & Pierson is hereby appointed as Authority Attorney until a successor is appointed at the annual reorganization meeting of the Authority to be held in February, 2016.
3. Mason Griffin & Pierson is required to comply with the Affirmative Action requirements of N.J.A.C. 17:27.
4. The chairperson of the Authority is hereby authorized to execute a professional services agreement with Mason Griffin & Pierson for legal services for the Authority.
5. Notice of this contract award will be published as required by law.

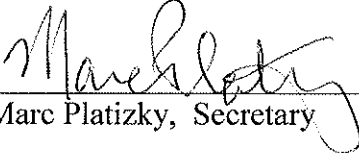
Dated: 2/19/15


Linda Moore, Chairperson

Resolution Awarding Contract for Professional Legal Services
Resolution 2015-03

CERTIFICATION

I, Marc Platizky, secretary of the East Windsor Municipal Utilities Authority, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the East Windsor Municipal Utilities Authority at a meeting held on February 19, 2015.



Marc Platizky, Secretary

MASON, GRIFFIN & PIERSON

A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW



101 Poor Farm Road
Princeton, NJ 08540
Tel 609.921.6543
Fax 609.683.7978
www.mgplaw.com

Directors

Gordon D. Griffin
Kester R. Pierson
Edwin W. Schmierer
Kristina P. Hadinger
Valerie L. Howe[•]
Shawn M. Neufeld[†]
Kevin A. Van Hise[†]

Ralph S. Mason (1913-1988)
Craig H. Davis (1947-1997)

Also Admitted in:
† PA • NY • CT • FL • VA • CO • MA

Associates/Of Counsel

Edmond M. Konin[•]
Trishka W. Cecil[†]
Lisa M. Maddox[†]
Allison S. Zangrilli[•]
Joseph C. Tauriello[▲]
Victoria D. Britton[▲]
Valerie J. Kimson[•]
Nicole M. Sciotto[†]
Cory K. Kestner

February 23, 2015

East Windsor Municipal Utilities Authority
Attention: Dee Borosko
7 Wiltshire Drive
East Windsor, NJ 08520

**Re: East Windsor Municipal Utilities Authority - Mason, Griffin & Pierson, P.C.:
Legal Services Agreement 2015-2016**

Dear Dee:

As I indicated to the Board, our firm is pleased to continue as the attorneys for the Authority for 2015-2016.

I enclose herewith an original and copy of the proposed Professional Services Agreement dated February 19, 2015. I have executed both of the enclosures.

At your convenience, I would appreciate receiving a copy of the fully-executed Agreement once signed by the Authority.

Again, we look forward to continuing to work with you for the upcoming year.

Very truly yours,

A handwritten signature of Edwin W. Schmierer, consisting of a large, stylized 'E' followed by a horizontal line.

Edwin W. Schmierer

Direct Dial: (609) 436-1200
Direct E-Mail: e.schmierer@mgplaw.com

EWS:kaj

PROFESSIONAL SERVICES AGREEMENT

LEGAL SERVICES 2015 - 2016

THIS AGREEMENT, made this 19th day of February, 2015, by and between the **EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY**, a public body corporate and politic of the State of New Jersey, 7 Wiltshire Drive, East Windsor, New Jersey 08520 (hereinafter referred to as “**AUTHORITY**”) and **MASON, GRIFFIN & PIERSON, P.C.**, 101 Poor Farm Road, Princeton, New Jersey 08540 (hereinafter referred to as “**ATTORNEY**”) (Federal Identification No. 22-3204010).

WITNESSETH:

WHEREAS, the **AUTHORITY** requires legal services in order to discharge its responsibilities under Title 40 of the Revised Statutes of the State of New Jersey; and

WHEREAS, the **AUTHORITY** has determined to award a Contract to the **ATTORNEY** having followed the Fair and Open process for awarding Contracts pursuant to *N.J.S.A. 40A:11-4.5*; and

WHEREAS, the **AUTHORITY** has adopted a Resolution pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, awarding a Contract for “Professional Services” to the **ATTORNEY** to provide said legal services.

NOW, THEREFORE, IT IS AGREED between the **AUTHORITY** and the **ATTORNEY**, as follows:

1. The **AUTHORITY** hereby appoints the **ATTORNEY** to provide routine legal services, and specialized services with regard to **AUTHORITY** financing and the defense of the **AUTHORITY** involving litigation, when necessary.

2. The term of the appointment of the **ATTORNEY** to serve in this capacity shall be from February 19, 2015 through February 18, 2016, or the date of the **AUTHORITY**'s reorganization meeting in 2016, whichever shall occur last.

3. The **ATTORNEY** shall provide routine legal services as to the **AUTHORITY** in accordance with the following schedule:

A. Routine legal services, including attendance at regular **AUTHORITY** meetings, support and advice to the **AUTHORITY**'s Board and staff and such other services as may be required and requested by the **AUTHORITY**, except for those provided for in subparagraph (B) below: \$170.00 per hour.

B. Specialized legal services, including providing legal services in connection with any financings undertaken by the **AUTHORITY** and the defense of the **AUTHORITY** in any litigation matters: \$175.00 per hour.

Additionally, the **AUTHORITY** shall reimburse the **ATTORNEY** for reimbursable disbursements for such matters as long-distance telephone calls, photocopies, facsimile charges, computerized legal research and travel.

All services to be provided by the **ATTORNEY** to the **AUTHORITY** shall be itemized on a monthly basis by the **ATTORNEY** setting forth the name of the **ATTORNEY** providing the service, the nature and scope of service provided, and the amount of time spent on a specific task. This itemized statement shall be submitted with an appropriate payment voucher as provided to the **ATTORNEY** by the **AUTHORITY**. Said payment vouchers shall be processed and paid on a monthly basis once audited and found correct.

The nature and scope of the specialized services referred to in paragraph (B) hereinabove are as set forth on Exhibit A attached hereto and made a part hereof.

4. The **ATTORNEY** agrees that the primary personnel rendering the aforementioned legal services shall be Edwin W. Schmierer, Esq. Such primary personnel may not be replaced by the **ATTORNEY** without the prior written consent of the **AUTHORITY**.

5. All work by the **ATTORNEY** shall be coordinated by and supervised through the Executive Director and Chairperson of the **AUTHORITY**.

6. The **ATTORNEY** agrees that they will not perform or accept any work or services independent of this Agreement involving parties who may be inappropriate to represent while representing the **AUTHORITY**, including their principals, agents and employees for the term of this Agreement so that no question of conflict of interest may arise.

7. The terms and conditions of this Agreement shall be governed by the laws of the State of New Jersey.

8. The **AUTHORITY** and **ATTORNEY** hereby incorporate into this Agreement the mandatory affirmative action/non-discrimination language set forth on Exhibit B and attached hereto and made a part hereof. Additionally, the parties also incorporate into this Agreement the attached Certificate of Employee Information Report as Exhibit C indicating that the **ATTORNEY** is in compliance with the provisions of *N.J.A.C. 17:27-1 et seq.*

9. As may be requested by the **AUTHORITY**, the primary personnel agrees to complete from time to time and file with the **AUTHORITY** the required Local Government Ethics Law Financial Disclosure Statement pursuant to *N.J.S.A. 40A:9-22.1 et seq.*

10. The **ATTORNEY** agrees that during the term of this Agreement it shall maintain professional liability insurance for a sum not less than \$3,000,000.00. A copy of the **ATTORNEY**'s current professional liability insurance binder is attached hereto as Exhibit D and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and date first written above.

WITNESS:



Marc Platizky, Secretary

ATTEST:




Karen A. Jenkins

**EAST WINDSOR MUNICIPAL
UTILITIES AUTHORITY**

By: 

Linda L. Moore, Chairperson

MASON, GRIFFIN & PIERSON, P.C.

By: 

Edwin W. Schmierer, Director

EXHIBIT A

**ATTORNEY'S BILLING RATES
2015 - 2016**

I. CAPITAL PROJECTS.

A. Initial Issue: Greater of \$5,000.00 or an hourly rate @ \$175.00/hour

B. Renewal Issue: Greater of \$3,000.00 or an hourly rate @ \$175.00/hour

II. SERVICE CONTRACTS.

New: \$5,000.00 or hourly rate @ \$170.00/hour

Revisions: Hourly rate @ \$170.00/hour

III. LITIGATION: Hourly rate @ \$175.00/hour

IV. MISCELLANEOUS.

*Routine Services: Hourly rate @ \$170.00/hour

*In addition to all fees, all reasonable disbursements will be billed separately.

*Letters of Credit, Creative Financing technique exploration ("interest rate swaps", etc.):
Fees to be determined.

*If the financings are not closed, all services will be billed at the hourly rate of \$170.00 for services provided.

EXHIBIT "B"

AFFIRMATIVE ACTION/ EQUAL EMPLOYMENT GOAL COMPLIANCE ATTACHMENT

for

PROCUREMENT AND SERVICE CONTRACTS, INCLUDING PROFESSIONAL SERVICES AGREEMENTS

Pursuant to N.J.A.C. 17:27-3.5(a)1 and 4.3(a)1, each vendor (also referred to herein as "contractor") shall submit to Princeton (also referred to as "public agency" or "agency"), after notification of award but prior to execution of a goods and services contract with Princeton, one of the following three documents:

- (1) Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program; or
- (2) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (3) An employee information report (Form AA302) provided by the Division and distributed to Princeton to be completed by the contractor, in accordance with N.J.A.C. 17:27-4. A contractor shall not be eligible to submit nor shall Princeton accept an employee information report unless the contractor certifies and agrees to the following: The contractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and agrees to submit immediately to the Division a copy of the employee information report.

A contractor shall not enter into a binding subcontract with a subcontractor unless the subcontractor has submitted to said contractor one of the three documents listed above.

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

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause.

B. 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.

C. 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.

D. 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.

E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with:

- (1) Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2; or
- (2) Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

F. 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, 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.

G. 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;

H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The contractor and its subcontractors 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 (N.J.A.C. 17:27)**.

As required by N.J.S.A. 10:2-1 (“Discrimination in employment on public works; contract provisions; set-aside programs”), the contractor agrees as follows:

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 Princeton, 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 Princeton, 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 Princeton of any prior violation of this section of the contract.

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT⁵⁴⁰⁰

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-SEP-2012 to 15-SEP-2019

MASON, GRIFFIN & PIERSON, P.C.
101 POOR FARM ROAD
PRINCETON NJ 08540



A handwritten signature in black ink, appearing to read "Andrew P. Sldamon-Eristoff".

Andrew P. Sldamon-Eristoff
State Treasurer

EXHIBIT "C"

BUSINESS REGISTRATION & SALES & USE TAX ADDENDUM

P.L. 2004, c.57 (N.J.S.A. 52:32-44) imposes the following requirements on contractors and subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

A. Proof of Contractor's Business Registration

The contractor must provide a copy of its business registration certificate issued by the Department of the Treasury or such other form or verification that the contractor is registered with the Department of the Treasury. Proof of business registration must be submitted no later than at the time of execution of this contract.

B. Proof of Subcontractors' Business Registration

The contractor shall not enter into any contract with a subcontractor under this contract unless the subcontractor first provides proof of valid business registration to the contractor. Also, if the contractor subcontracts any of the work:

1. The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Subcontractors through all tiers of the project must provide written notice to their subcontractors to submit proof of business registration, and subcontractors shall collect such proofs of business registration.
2. The contractor shall forward copies of proof of the subcontractors' business registrations to the contracting agency.
3. The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance.
4. Before final payment is made by the contracting agency under this contract, the contractor shall submit to the contracting agency a complete and an accurate list of all subcontractors, along with their proof of business registration (if not previously provided), used in fulfillment of the contract. If no subcontractors were used, the contractor shall attest to same prior to final payment.

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

C. Sales and Use Tax

For the term of this contract, the contractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and

Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event the contractor subcontracts any of its work, the contractor shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the “Sales and Use Tax Act,” P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 282
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

MASON, GRIFFIN & PIERSON, A PROFESSIONAL

TRADE NAME:

ADDRESS:

101 POOR FARM ROAD
PRINCETON, NJ 08540-1941

EFFECTIVE DATE:

04/08/93

SEQUENCE NUMBER:

0081212

ISSUANCE DATE:

08/10/11

James J. [Signature]
Director,
New Jersey Division of Revenue

FORM BRC

This certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

EXHIBIT "D"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Borden Perlman Insurance Agency 2000 Lenox Drive, Suite 202 Lawrenceville, NJ 08648 www.bordenperlman.com 9085390		CONTACT NAME: PHONE (A/C No. Ext): 609-896-3434 FAX (A/C No.): 609-895-1468 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company NAIC # 25011 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Mason, Griffin & Pierson, P.C. 101 Poor Farm Road Princeton NJ 08540-1941			

COVERAGES

CERTIFICATE NUMBER: 20061133

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability Insurance			WPP1105293-00	4/26/2014	4/26/2015	\$3,000,000 Per Claim \$3,000,000 Aggregate \$25,000 Deductible

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

CERTIFICATE HOLDER

CANCELLATION

East Windsor Municipal Utilities Authority
 Administrator
 7 Wiltshire Drive
 East Windsor NJ 08520

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffrey F. Perlman, CPCU

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

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 Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

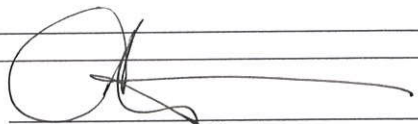
Gordon D. Griffin 900 Hollinshead Spring Road Skillman, NJ 08558	Kester R. Pierson 2 Empress Court Princeton, NJ 08540
Edwin W. Schmierer 4 Old Forge Lane Trenton, NJ 08618	Kristina P. Hadinger 14 Bayberry Lane Belle Mead, NJ 08502
Shawn M. Neufeld 70 Concord Lane Skillman, NJ 08558	Valerie L. Howe 12 Hallett Drive Pennington, NJ 08534
Kevin A. Van Hise 196 Federal City Road Lawrenceville, NJ 08648	

Subscribed and sworn before me this 23rd day of February, 2015

Karen A. Jenkins
(Notary Public)



My Commission expires: May 23, 2018


(Affiant)

Edwin W. Schmierer, Esq., Director
(Print name & title of affiant)

(Corporate Seal)

Resolution Appointing Affirmative Action Officer (PACO)
Resolution 2015-04

WHEREAS, the East Windsor Municipal Utilities Authority (Authority) is a local government unit of the State of New Jersey; and

WHEREAS, all local government units are required to implement the Affirmative Action Rules, N.J.A.C. 17:27 et seq., promulgated pursuant to P.L. 1975, C.127; and

WHEREAS, pursuant to the Affirmative Action rules, each unit is to designate a person to serve as a Public Compliance Officer (PACO); and

WHEREAS, the Authority desires to comply with a said mandate with the appointment of Tod Fryer, as the Authority PACO.

NOW, THEREFORE, BE IT RESOLVED by the East Windsor Municipal Utilities Authority, Mercer County, State of New Jersey, as follows:

1. The Authority hereby appoints Tod Fryer, to act as liaison to the Affirmative Action Office of the New Jersey Department of the Treasury as Public Agency Compliance Officer for 2015 until a successor is elected at the annual reorganization meeting of the Authority to be held in February 2016.


2. This Resolution will take effect immediately.

DATED: 2/19/2015


Linda Moore, Chairperson

CERTIFICATION

I, Marc Platizky, Secretary of the East Windsor Municipal Utilities Authority, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the East Windsor Municipal Utilities Authority at a meeting held on February 19, 2015.


Marc Platizky, Secretary