



Township of Montclair • 205 Claremont Avenue Montclair, New Jersey 07042 • Telephone: 973-744-1400 • www.montclairnjusa.org

CONTRACT APPROVAL CHECKLIST

Date: April 20, 2022
 Requesting Department: Planning Requestor: Janice Talley
 Vendor: CGP&H New Vendor: YES NO
 Project Description: Affordable Housing Home Improvement Program Administration
 Contract Amount: \$ 35,000.00 "Not to Exceed" Clause: YES NO

Local Public Contract Law Category	Attachment(s) Required
<input type="checkbox"/> Public Bid Date Bids Opened: _____	1. Bid Summary Sheet 2. Proposed contract signed by bidder
<input type="checkbox"/> Competitive Contracting Purpose: <u>N.J.S.A. 40A:11-4.1 (____) ← [insert letter]</u> Resolution No. Authorizing Use of Competitive Contracting for this Purpose: R - _____ Date Proposals Opened: _____	1. Resolution Authorizing Use of Competitive Contracting 2. Approval from the Division of Local Government Services, if using <u>N.J.S.A. 40A:11-4.1(k) The operation, management or administration of other services</u> 3. Score Sheet 4. Proposed contract signed by other party
<input checked="" type="checkbox"/> Professional Services	1. Contracts over \$17,500 - Business Entity Disclosure Certification Political Contribution Disclosure Form (New Jersey "Pay-to-Play" Law) 2. Proposed contract signed by other party
<input type="checkbox"/> Extraordinary Unspecifiable Services	1. Contracts over bid threshold - Certification to Governing Body pursuant to <u>N.J.A.C. 5:34-2.3(b)</u> 2. Proposed contract signed by other party
<input type="checkbox"/> Other	1. Proposed contract signed by other party

Under Bid Threshold (\$40,000)? YES NO
 Over Quote Threshold (\$6,000)? YES NO
 If yes, number of quotes: _____
 Memo Prepared? YES NO
 Technology Involved? YES NO
 If yes, have Chief Information Officer sign and date here signifying approval: _____

Resolution Awarding Contract Required? YES NO
 Resolution Attached? YES NO
 Resolution No.: R- 22-083
 Resolution Date: 04/19/2022

	APPROVED	INITIAL	DATE	Comments
Department Head	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	JT	04/20/2022	
Qualified Purchasing Agent	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<i>PR</i>	<i>4/29/22</i>	
Chief Financial Officer	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<i>PR</i>	<i>4/29/22</i>	
Township Attorney	YES <input type="checkbox"/> NO <input type="checkbox"/>	<i>TB</i>	<i>5/2/22</i>	
Township Manager	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<i>[Signature]</i>	<i>5/2/22</i>	<i>N/A</i>

R-22-083

TOWNSHIP OF MONTCLAIR

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CGP&H FOR THE ADMINISTRATION OF A HOUSING REHABILITATION PROGRAM IN THE TOWNSHIP OF MONTCLAIR

April 19, 2022

WHEREAS the Township of Montclair was granted substantive certification of its Housing Element and Fair Share Plan by the Council on Affordable Housing on July 30, 2009; and

WHEREAS, a consent order was signed August 19, 2019 declaring the Township’s Housing Element and implanting ordinances, including the local rehabilitation program established in Montclair Code §65-3A which provides the requirements for a local housing rehabilitation program, as constitutionally sufficient; and

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., hereinafter the “Act”) Montclair Township is implementing a program to provide affordable housing to low- and moderate-income households; and

WHEREAS, Community Grants Planning & Housing, Inc. (CGP&H), the Township’s affordable housing administrative agent, was retained in 2020 to establish the local housing rehabilitation program and submitted a proposal dated March 24, 2022 to continue to implement the local housing rehabilitation program in Montclair Township; and

WHEREAS, after review of the proposal, the Township of Montclair has selected CGP&H to continue to implement the local housing rehabilitation program; and

WHEREAS, Chief Financial Officer has certified funds are available in budget line T-03-286-56-046-001 for the proposed scope of services and that that the funds for these services will be appropriated in this account number; and

WHEREAS, this contract is being awarded in accordance with requirements of N.J.S.A. 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, CGP&H has completed and submitted a Business Entity Disclosure certification certifying that it has not made any reportable contributions to any political or candidate committee in the Township of Montclair in the previous one-year period, and the subject contract will prohibit said corporation from making any reportable contributions during term of this contract;

NOW THEREFORE BE IT RESOLVED by the Council of the Township of Montclair, in the County of Essex, that the Township Manager and Township Clerk be and are hereby authorized to execute and attest an agreement with CGP&H to administer the housing rehabilitation program in an amount not to exceed \$35,000 and a form approved by the Township Attorney; and

BE IT FURTHER RESOLVED that notice shall be published in the official newspaper stating the nature, duration, service and amount of the agreement and that copies of this Resolution and the agreement shall be on file and available for inspection in the office of the Township Clerk.

ROLL CALL VOTE						
COUNCIL MEMBER	MOVANT	SECOND	YES	NO	ABSTAIN	ABSENT
Councilor Cummings			✓			
Deputy Mayor Hurlock		✓	✓			
Councilor Price Abrams			✓			
Councilor Russo			✓			
Councilor Schlager			✓			
Councilor Yacobellis			✓			
Mayor Spiller	✓		✓			

I HEREBY CERTIFY the foregoing to be a true copy of Resolution R-22-083 adopted by the Mayor and Council of the Township of Montclair, in the County of Essex, at its meeting held on April 19, 2022.

Angelese Bermudez Nieves, Township Clerk



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4964 fax: 973-509-0370



Chief Financial Officer
Director of Finance

CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:

PURPOSE OF CONTRACT	<u>CGP&H</u>
	<u>Administrator for HIP Program</u>
TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET	<u>\$ 35,000.00</u>
ACCOUNT NUMBER (S)	<u>03-286-56-046-001</u>
	<u> </u>
	<u> </u>
NAME AND ADDRESS OF COMPANY	<u>CGP&H</u>
	<u>1249 South River Road, Suite 301</u>
	<u>Cranbury, NJ 08512</u>

Padmaja Rao

**Padmaja Rao, CPA, RMA, CMFO
Chief Financial Officer
Director of Finance**

Date: 03/24/2022

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 2 day of May, 2022 between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: CGP&H

Office address: 1249 South River Road, Suite 301 Cranbury, NJ 08512

Professional license type: Planning License #: 33LI00596600

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Township of Montclair with professional services as directed by the Township Manager or Township Attorney. The services to be performed shall include Housing Rehabilitation Program Services and all services as outlined in the attached proposal dated March 24, 2022. The services shall also include other matters as assigned.

2. **Term.** The term of this agreement shall be 5/1/2022 through 4/30/2023. The term may not exceed one year.

3. **Compensation.** Provider shall be compensated as follows:

Fixed amount (s): \$ _____

Hourly rate: \$ As noted in proposal

Total shall not exceed: \$ 35,000

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

4. **Disbursements.** In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.

5. **Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.

6. **In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

7. **Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this contract shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the

Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

8. **Communication.** Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

9. **Severability of Provisions.** If any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

10. **Waiver of Breach.** The waiver by the Township of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

11. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

12. **Affirmative Action.** Attachment A containing the Affirmative Action requirements is incorporated herein.

13. **Americans with Disabilities Act.** Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

14. **Political Contribution Disclosure.** Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This contract has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

15. **Conflicts of Interest.** During the period of this agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies,

litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with the agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Township Attorney immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

16. **Confidentiality.** Provider agrees that all reports and conclusions are for the confidential use and information of the Township and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

17. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This agreement shall be binding on the heirs, successors, and assigns of each party hereto.

18. **Notices.** All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

CGP&H
1249 South River Road, Suite 301
Cranbury, NJ 08512
Attn: Randall Gottesman

Township of Montclair
Township Manager's Office
205 Claremont Avenue
Montclair, New Jersey 07042

Township of Montclair
Township Attorney's Office
205 Claremont Avenue
Montclair, New Jersey 07042

19. **Hold Harmless.** The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and to all Local, State and Federal laws in effect during the term of this Agreement.

20. **Insurance.** The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

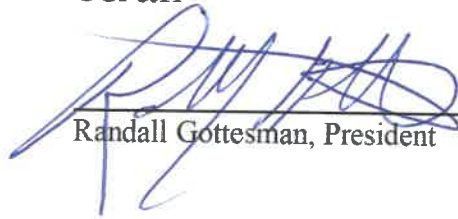
21. **Agreement.** Provider's signature on this agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This agreement constitutes the entire understanding concerning the

Township's engagement of Provider and cannot be modified except in a writing signed by both parties.

22. **Additional Provisions.** None Attached

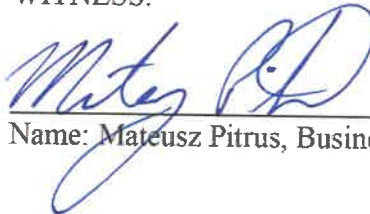
IN WITNESS WHEREOF, the parties have signed and sealed this agreement on the dates set forth below.

CGP&H




Randall Gottesman, President

WITNESS:



Name: Mateusz Pitrus, Business Operations

TOWNSHIP OF MONTCLAIR



Timothy F. Stafford, Esq.
Township Manager 5/2/22

ATTEST:



Name:

EXHIBIT A

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 et seq.
GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

(REVISED 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 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.

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, race, 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 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disabilities.

The CONTRACTOR and the TOWNSHIP do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP 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 TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the TOWNSHIP, 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 TOWNSHIP'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP 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 TOWNSHIP 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 TOWNSHIP or any of its agents, servants, and employees, the TOWNSHIP shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the TOWNSHIP or its representatives.

It is expressly agreed and understood that any approval by the TOWNSHIP 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 TOWNSHIP pursuant to this paragraph.

It is further agreed and understood that the TOWNSHIP 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 the 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 TOWNSHIP from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Exhibit C is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7)

EXHIBIT C

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
PURSUANT TO N.J.S.A. 19:44A-20.8**

AND

**POLITICAL CONTRIBUTION DISCLOSURE FORM
PURSUANT TO N.J.S.A. 14:44A-20.26**

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

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that he 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 preceding the date of this certification to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Montclair as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Sean Spiller	David Cummings
William Hurlock	
Robert Russo	
Peter Yacobellis	
Robin Schlager	
Lori Price-Abrams	

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
Company

Name of Stock or Shareholder	Home Address
Randall Gottesman	11 Inverness Lane East Windsor, NJ 08520

Part 3 – 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.

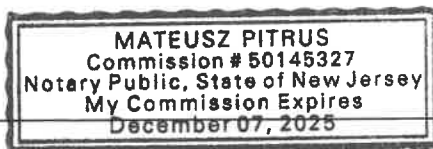
Name of Business Entity: CGP&H, LLC

Signed:  Title: President

Print Name: Randall Gottesman Date: 4/20/2022

Subscribed and sworn before me this 20 day of April, 2022

My Commission expires:




Mateusz Pitrus
A Notary Public of the State of New Jersey



**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF MONTCLAIR**

The following is 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 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. 19:44A-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 elective 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 of member 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 member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

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)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" 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 profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the 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." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Check here if the information is continued on subsequent page(s)

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	Orange City
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
East Orange City	Montclair Township	West Caldwell Township
Essex Fells Township	Newark City	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

Boards of Education (Members of the Board):

Belleville Town	Glen Ridge Borough	Nutley Town
Bloomfield Township	Irvington Township	Roseland Borough
Caldwell-West Caldwell	Livingston Township	South Orange-Maplewood
Cedar Grove Township	Millburn Township	Verona Borough
Essex Fells Borough	Newark City	West Essex Regional
Fairfield Township	North Caldwell Borough	West Orange Town

Fire Districts (Board of Fire Commissioners):

None

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

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~~ Corporation
- Limited Liability Partnership
- Subchapter S Corporation

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

Stockholders:

Name: Randall Gottesman	Name:
Home Address: 11 Inverness Lane East Windsor, NJ 08520	Home Address:
Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 20 day of April, 2022

Mateusz Pitrus
(Notary Public)

Randall Gottesman
(Affiant)

Randall Gottesman, President
(Print name & title of affiant)

My Commission expires:

MATEUSZ PITRUS
Commission # 50145327
Notary Public, State of New Jersey
My Commission Expires
December 07, 2025

(Corporate Seal)

Certification 41169

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-Dec-2021** to **15-Dec-2028**

CGP&H, LLC

1249 SOUTH RIVER ROAD

CRANBURY

NJ 08512



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CGP&H, LLC
Trade Name:
Address: 1249 S RIVER RD STE 301
CRANBURY, NJ 08512-3633
Certificate Number: 1363338
Effective Date: September 27, 2007
Date of Issuance: December 05, 2019

For Office Use Only:
20191205132437426