

**RESOLUTON
MONTCLAIR TOWNSHIP
PLANNING BOARD**

**AUTHORIZING THE EXECUTION OF A FAIR AND OPEN PROFESSIONAL SERVICES
AGREEMENT WITH ERIC M. BERNSTEIN & ASSOCIATES, LLC TO SERVE AS PLANNING
BOARD CONFLICT ATTORNEY (RFP 22 – 18)**

December 19, 2022

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-24, provides that the Planning Board may employ legal counsel, experts and staff as it may deem necessary, not exceeding, the amount appropriated by the governing body for its use; and

WHEREAS, the Board has determined it has the need to retain an attorney to provide legal services for situations when the Planning Board Attorney has a conflict including, but not limited to advice and consultation, attendance at meetings, preparation of documents and representation of the Board in suits and other proceedings and other services as may be required from time to time; and

WHEREAS, Request for Qualifications for Professional Services CY 2023 Various Montclair Township Land Use Board Legal Service (RFP 22-18) was issued on October 24, 2022 and the following proposals were received for Planning Board Conflict Attorney:

1. Eric M. Bernstein & Associates, LLC, Warren, NJ 07059
2. Schenk Price Smith, Florham Park, NJ 07932;
3. Parker McKay PA, Hamilton, NJ 08619

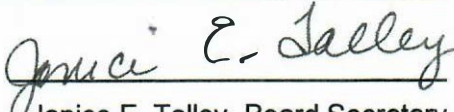
WHEREAS, after review of the proposals, the Planning Board has selected Eric M. Bernstein & Associates, LLC to serve as Board Conflict Attorney for 2023 for an amount not to exceed \$15,000; and

WHEREAS, pursuant to N.J.S.A 19:44A – 20.5 et seq. this contract is being awarded under the Fair and Open Process; and

WHEREAS, the Chief Financial Officer has certified that funds for this contract are available in account 01-201-21-181-028 and 03-270-56-018-001 subject to the adoption of the 2023 adopted municipal budget/2023 temporary municipal budget; and

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Montclair that it does hereby appoint Eric M. Bernstein & Associates, LLC as Board Conflict Attorney to serve from January 1, 2023 to December 31, 2023 or until a successor is appointed; and

BE IT FURTHER RESOLVED by the Planning Board 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 Eric M. Bernstein & Associates, LLC to serve as Planning Board Conflict Attorney for 2023 for an amount not exceed \$15,000 contingent upon the execution of a contract, subject to the appropriation of sufficient funds in the 2023 adopted municipal budget/2023 temporary municipal budget, otherwise the contract cannot exceed the amount available for the 2023 temporary budget period.


Janice E. Talley, Board Secretary



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

Planning Board Conflict Attorney

**TOTAL AMOUNT OF CONTRACT
SUBJECT TO APPROPRIATIONS IN
BUDGET**

\$ 15,000.00

ACCOUNT NUMBER (S)

01-201-21-180-028

03-270-56-018-001

NAME AND ADDRESS OF COMPANY

Eric M. Bernstein & Associates, PA

34 Mountain Blvd, Building A

Warren, NJ 07059

Padmaja Rao

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

Date: 12/13/2022

FIRM MEMBERS

ERIC MARTIN BERNSTEIN, PRINCIPAL



Practice Areas

- Labor and Employment Law
- Municipal and Governmental Law/Affairs
- Land Use Law
- Education Law

Biography

With nearly 40 years of legal experience as a municipal attorney and labor/employment attorney, Mr. Bernstein has served as General Counsel to a dozen and one-half municipalities throughout the State and has also handled such diverse issues as the Open Public Meetings Act, the Open Public Records Act, land use matters, ethics issues, municipal construction, the Local Public Contracts Law, tax appeals, open space acquisition and general government affairs, both as General and Special Counsel. There is no field of municipal/government law that Mr. Bernstein has not handled on behalf of the various New Jersey municipalities. He has appeared in both Federal and State courts on all municipal litigation and related issues.

Mr. Bernstein handles matters on a wide range of subjects within the labor/employment law fields, including, but not limited to, general advice and assistance, contract negotiations, interest and grievance arbitrations, fact-finding and mediation, disciplinary matters involving public safety and non-public safety employees and litigation before Federal and State courts and various administrative agencies. He has or is serving numerous public entities as Labor Counsel throughout the State of New Jersey and elsewhere.

In the land use and related fields, Mr. Bernstein serves as Board Attorney to several Planning Boards, Zoning Boards and Land Use Boards, as well as Conflict Counsel to Planning, Zoning and Land Use Boards. These representations have been conducted throughout the State and over Bernstein's legal career. Such issues handled in these capacities include general Board representation, drafting legal advice and Board resolutions, litigation before Federal and State courts, foreclosures and every aspect in between. Mr. Bernstein has also provided legal advice, assistance and representation to municipalities throughout the State as to Mt. Laurel/affordable housing throughout his legal career, as well as lectured on the subject before the New Jersey State Bar Association, New Jersey Land Use Institute and the New Jersey Planning Officials Association. Mr. Bernstein is also serving as Associate Counsel to the New Jersey Planning Officials Association.

In addition to his practice, Mr. Bernstein is a regular and frequently requested speaker at state, national and international organizations and has been teaching for the Rutgers University Bureau of Government Research and other institutions/entities since the early 1980s. Mr. Bernstein has also taught a number of varied courses for the New Jersey State Bar Association

and the Institute for Continuing Legal Education on municipal, labor law and land use matters for professional legal accreditation. Mr. Bernstein has written articles for publication on government and labor law and is the Past Chairman of the New Jersey State Bar Association Local Government Law Section, where he also previously served as its Vice Chairman and Editor of its newsletter. Mr. Bernstein has also served as a Vice President of the New Jersey Association of School Attorneys.

Education

J.D., University of Oklahoma College of Law, 1982

M.S., Industrial and Labor Relations, Cornell University/Baruch College, 1985

B.A., magna cum laude with honors, Drew University, 1979

Admissions

New Jersey Bar

District of Columbia Bar United States Supreme Court

Third Circuit (Federal) Court of Appeals

United States District Courts:

New Jersey

Eastern District of Arkansas

Western District of Arkansas

Nebraska

North Dakota

Eastern District of Oklahoma

Northern District of Oklahoma

Western District of Oklahoma

Eastern District of Texas

Eastern District of Wisconsin

Western District of Wisconsin

Awards

International Trial Lawyers Award, University of Oklahoma College of Law Who's Who in American Law

Who's Who in the United States Who's Who in the World

Super Lawyer in the fields of Municipal and Labor/Employment Law and/or Administrative Law

Service

Mr. Bernstein is active in the Valerie Fund, a children's cancer fund, which his wife, Merrie, serves as a member of the Board of Trustees and as previous Chair of its Board of Trustees. She also serves as President of MWB Consulting, LLC.

PHILIP G. GEORGE, OF COUNSEL



Practice Areas

- Municipal & Government Law
- Litigation
- Election Law
- Labor & Employment Law
- Land Use and Environment Law

Biography

Philip G. George returns to Eric M. Bernstein & Associates, L.L.C. in an Of Counsel position, after successfully serving as Director of Compliance and Development, as well as in-house counsel, for the Newark Parking Authority. Prior to joining the Parking Authority, Mr. George was an associate at Eric M. Bernstein & Associates, L.L.C. for almost thirteen (13) years. He adds over 35 years of litigation experience to the Law Firm's ability to meet a client's needs in Federal and State litigation, Workers Compensation and Administrative proceedings. He is also Council President in Highland Park Borough, and has served as Acting Mayor.

At Eric M. Bernstein & Associates, L.L.C., Mr. George has successfully defended county and municipal governments in civil rights, "whistle-blower" and hostile environment employment claims. He also represents government in land use and inverse condemnation cases as well as defending ordinances and regulations from challenge on constitutional and statutory grounds. Further, he has successfully defended government in labor and collective bargaining litigation in both federal and state courts. He has also successfully represented municipalities in litigation seeking reimbursement from insurance carriers and financial institutions in commercial litigation and environmental litigation.

Mr. George serves as Municipal Prosecutor in the Bethlehem/ Bloomsbury Joint Municipal Court, the Lebanon Borough Municipal Court, as alternate prosecutor in the Pleasantville and Passaic Municipal Courts. He has also served as the alternate or special prosecutor in the City of Plainfield, the Borough of North Plainfield and the Township of Brick, as well as Conflicts Prosecutor in Atlantic City. He also prosecuted Land Use and Zoning matters in North Hunterdon Regional Municipal Court for several municipalities.

Before originally joining Eric M. Bernstein & Associates, L.L.C., Mr. George served as an Atlantic County Assistant Prosecutor where he handled special litigation, narcotics and white collar investigations, arson and vice. Mr. George was also an associate in several Atlantic City, NJ law firms litigating casino construction claims during the rise of the Casino Gaming industry in Atlantic City, as well as personal injury and workers compensation claims. In addition, he has represented municipalities in disciplinary actions and defended numerous civil rights claims against county and municipal governments.

Education

J.D., University of Dayton School of Law in Dayton, Ohio, May, 1981

B.A., English, Davis and Elkins College, Elkins, West Virginia, May, 1976

Admissions

State of New Jersey; Federal Third Circuit Court of Appeals

Service

He served as President of the Atlantic County Bar Association in 2002-2003 and as a delegate to the New Jersey State Bar Association. He is a member of the Highland Park Arts Collective and has exhibited in several shows. He is the father of three (3) boys. His wife, Carolyn M. Timmons, was the Director of Children's Services for Middlesex County, New Jersey and has served as a Councilwoman in Highland Park. She has also worked in the Middlesex Vicinage and Probation for the Judiciary.

Publications and Presentations

CPR 101 - Back to Basics, April, 1998 and recurring; role-playing seminar course for Civilian Review Panel Members, Judges, Court and Social Services Administrators on basic issue spotting and manipulation of the "system" to maximize the review system and insure swift permanency planning for children in placement. (Unedited video available)

The Sandpaper, Journal of the Shire of Barren Sands, *Traveling the Old Roads*, December, 1997, article on bridge building, toll collection and royal and common travel in Medieval England.

New Jersey Lawyer, Vol. 1, No. 29, June 8, 1992, *Playing Both Sides of the Jury Box*, cover feature as New Jersey trial attorney sitting on civil personal injury jury.

BRIAN M. HAK, OF COUNSEL



Practice Areas

- Labor and Employment Law
- Litigation (Federal and State courts)
- OPRA/OPMA Law
- Government Law
- Criminal Law
- Corporate Law

Biography

Brian M. Hak, Esq. has spent more than thirty (30) years of legal practice specializing in the representation of public, quasi-public and private entities throughout the State of New Jersey. Mr. Hak has served as general and special counsel to numerous public entities, including municipalities, counties, sewerage authorities, school boards, and independent authorities, such as redevelopment agencies and parking authorities. Mr. Hak has served as municipal attorney to some of the State's largest municipalities and was general and special litigation counsel to a large regional sewerage authority for many years. Mr. Hak has also served as special counsel, tax counsel and litigation counsel to dozens of other public entities throughout New Jersey. During the course of his career, Mr. Hak has developed a deep level of experience in the representation of public entities and is intimately familiar with all statutory and regulatory schemes affecting them including, but not limited to, the Open Public Meetings Act, the Open Public Records Act, the Local Public Contracts Law, the Local Lands and Buildings Law, the Local Budget Law, the Local Redevelopment and Housing Law, the Sewerage Authorities Law, and alcohol beverage control laws and regulations.

Mr. Hak has successfully litigated cases in the Federal, State and administrative law courts, as well as in arbitration proceedings. Mr. Hak has regularly represented both public and private clients in a wide range of complex litigation matters, including disputes involving public contracts, construction claims, environmental liability, condemnation, real property tax appeals, land use, workplace discrimination, and wrongful discharge and First Amendment rights. Mr. Hak has extensive experience in defending public entities against claims brought under New Jersey's Law Against Discrimination (LAD) and the Conscientious Employee Protection Act (CEPA), as well as Federal claims brought under Title VII and §1983. Mr. Hak has also represented public entities in environmental cases under the New Jersey Spill Act and CERCLA and cases involving large construction disputes.

Mr. Hak's legal experience began with a clerkship for a State Tax Court Judge and continued with his employment as an associate with McKirdy & Riskin, P.A., a firm dedicated to condemnation/ eminent domain and real property taxation matters. Thereafter, prior to joining Eric Bernstein & Associates, LLC as Of Counsel, Mr. Hak was an associate and then a partner at the Weiner Law Group LLP, where he was a member of the firm's Government and Public Entity Law Department and Manager of its Tax Appeal Division. As the Manager of Weiner Law Group's Tax Appeal Division, Mr. Hak was responsible for representing numerous municipalities as special tax counsel.

In his spare time, Mr. Hak enjoys spending time with his wife and daughters.

Education

J.D., New York Law School, New York, New York, 1988

B.S. /B.A., University of Hartford, 1985

Admissions

State of New Jersey, 1988

U.S. District Court District of New Jersey, 1988

Publications and Presentations

"Real Property Tax Update – The Business Retention Act," New Jersey State Bar Association Local Government Law Section Newsletter, 1995

"Special Improvement Districts – Effective and Fair," New Jersey Municipalities Magazine, May, 1997

Representative Cases

State by Commissioner of Trans. v. Morristown, 129 N.J. 279 (1992)

Town of Morristown v. Women's Club, 124 N.J. 605 (1991)

Calton Homes v. West Windsor Twp., 15 N.J. Tax 231 (Tax Ct. 1995)

Classes/Seminars

Powers & Duties of Governing Body Officials, Rutgers University

Presenter, New Jersey Association of County Tax Board Commissioners and Administrators

Presenter, New Jersey League of Municipalities

DOMINIC P. DIYANNI, SENIOR ASSOCIATE



Practice Areas

- Government Law (State, County and Local)
- Tax Appeal and Taxation Law
- Corporate and Business Law
- Land Use Law
- Litigation

Biography

Dominic P. DiYanni, Esq. is a graduate of Quinnipiac University School of Law, where he concentrated in taxation and a graduate of Dickinson College in Carlisle, PA, where he studied political science.

Mr. DiYanni has knowledge and experience in local government law, including but not limited to issues in the areas of Open Public Records Act (OPRA), Local Public Contracts Law, Pay-to-Play and Local Lands and Buildings Law. Mr. DiYanni has also prosecuted and defended Orders to Show Cause, engaged in extensive motion practice; draft and review of bid specifications; and, assist in the preparation of Resolutions and Ordinances and any amendments thereto. Mr. DiYanni also has extensive experience in State and County tax appeals throughout the State of New Jersey (commercial, industrial and residential).

In addition, Mr. DiYanni has appeared before various Federal and State courts and has successfully litigated cases not only for private and public clients, but also for the Morris County Municipal Joint Insurance Fund, New Jersey Environmental Joint Insurance Fund and the Municipal Excess Liability Fund, amongst others. Prior to joining this Firm, Mr. DiYanni was a former senior associate at the Law Firm of Dorsey & Semrau and a partner with the firm of Davenport & Spiotti, where he handled the types of general and specific legal matters he is handling for this Firm. He currently serves as counsel to Franklin Township Fire District No. 1 and to Franklin Township Fire District No. 2 in Somerset County, New Jersey, tax counsel for Corbin City and Weymouth Township in Atlantic County, special counsel to the Borough of Roselle and serves as municipal prosecutor in the Borough of South Bound Brook. Mr. DiYanni is also a Trustee of the New Jersey Institute of Local Government Attorneys, where he has enjoyed serving in such capacity for over the past seven (7) years.

Mr. DiYanni is a husband and devoted father of one, who enjoys spending time with his family when not working.

Education

J.D., Quinnipiac University School of Law, 2004
B.A., Dickinson College, 2001

Admissions

State of New Jersey, 2004
United States Third Circuit Court of Appeals, 2005
United States Tax Court, 2005
United States Supreme Court, 2005

NAME, ADDRESS AND CONTACT INFORMATION OF REFERENCES

Mayor Lawrence La Ronde
David Hollod, Borough Administrator
Borough of North Plainfield ++
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Email: dhollod@npmail.org
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United States District Court of New Jersey
Martin Luther King Jr. Federal Building
U.S. Courthouse
50 Walnut Street
Courtroom MLK 5D
Newark, New Jersey 07102
(973) 645-6042
Email: julien_neals@njd.uscourts.gov

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Atlantic County Counsel
County of Atlantic
1333 Atlantic Avenue
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Ricardo Fernandez, Administrator
City of Passaic
330 Passaic Street
Passaic, New Jersey 07601
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P: (973) 365-5514 F: (973) 365-5567

**Tiffany Harris-Delaney, Director of Planning
And Development**
City of East Orange ++
44 City Hall Plaza
East Orange, New Jersey 07018
Email: Tiffany.Harris-Delaney@eastorange-nj.gov
Ph: (908) 380-2087

Robert Brice, Administrator*
Borough of Lavallette
1306 Grand Central Avenue
Lavallette, New Jersey 08735
Email: rbrice125@gmail.com
C: (732) 216-1111
*former administrator

**Michael Bellucci, Deputy County
Administrator**
County of Bergen
One Bergen County Plaza
Hackensack, New Jersey 07601
Email: mbellucci@co.bergen.nj.us
P: (201) 336-7347 F: (201) 366-7304

Mayor Shawn Lipani
Anthony Ferrera, Township Administrator
Township of Hillsborough ++
379 South Branch Road
Hillsborough, New Jersey 08844
Email: slipani@hillsborough-nj.org
Email: aferrera@hillsborough-nj.org
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Thomas S. Russo, Jr., MPA, CPA
Town Manager
Town of Newton
39 Trinity Street
Newton, New Jersey 07860
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++Denotes Planning Board Clients

Rev110122

OTHER REFERENCES AVAILABLE UPON REQUEST

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
REPRESENTATIVE CLIENT LIST
(Approximate dates of service)

County of Atlantic (Special Labor Counsel) (2002-present)
Bergen Community College (Labor Counsel) (2017-present)
Bergen County Board of Social Services (Labor Counsel) (2006-2009) (2014-2015)
(2017-present)
Bergen County Housing Authority (Labor Counsel) (2006-2014) (Special Counsel)
(2016-present)
County of Bergen (Labor Counsel) (Special Counsel) (2003-present)
Bergen County Improvement Authority (Special Counsel) (2010-present)
Bergen County Prosecutor's Office (Labor Counsel) (2003-present)
Bergen County Sheriff's Office (Labor/Special Counsel) (2003-2010) (2015-present)
Bergen County Utilities Authority (Special Counsel) (2018-present) (Labor Counsel)
(2018-present)
Bergen County Vo-Tech Board of Education (Special Counsel) (2014-present)
Northwest Bergen County Utilities Authority (Labor Counsel) (2011-present)
County of Burlington (Contract Reference/Hearing Officer) (2021-present)
(Special Counsel)(2022-present)
County of Camden (Special Counsel) (2007-present) (Condemnation Counsel) (2018-present);
Special, Conflicts and Labor Counsel (2022-present)
County of Camden Improvement Authority (Special Counsel) (2018-present)
County of Cape May (Labor Counsel) (1999-2007)
Cape May County Municipal Authority (Labor Counsel) (1997-2000)
County of Cumberland (Litigation Counsel) (2013-present) (Workers Compensation Counsel)
(2015-present)
County of Cumberland Board of Social Services (Labor Counsel) (2012-2016)
County of Essex (Special Workers Compensation Counsel) (2001-present)
Essex County College (Special Counsel) (2020-present)
County of Essex Improvement Authority (Special Counsel) (2011-present)
County of Hudson (Special Litigation/Employment Counsel) (2005-present)
Mercer County Community College (Labor Counsel) (2001-2004)
County of Middlesex (Labor Counsel) (2001-2003)
Middlesex County Improvement Authority (Special Counsel) (2017-present)
County of Morris (Special Counsel) (2022-present)
Morris County Park Commission (Labor Counsel) (2018-2020) (2021-present)
County of Passaic (Special Litigation/Employment Counsel) (2003-present)
County of Passaic Affordable Housing Corporation (General Counsel) (2015-2018)
County of Somerset (Labor/Special Counsel) (2009-present)
Somerset County Library Commission (Labor Counsel) (2015-present)
Somerset County Board of Social Services (Labor Counsel) (2016-2019)
Somerset County Park Commission (Labor Counsel) (2017-2020) (General Counsel)
(2020-present)
County of Sussex (Special Counsel) (2019-present)
County of Union (Labor Counsel) (2015-present) (Litigation Counsel) (2017-present)
Union County Improvement Authority (General and Special Counsel Services) (2018-present)

Union County Vo-Tech Board of Education (Special Counsel) (2010-present)
Borough of Allendale (Labor Counsel) (1992-1993)
Borough of Audubon Park (Conflict Borough Attorney) (2021-present)
Borough of Bergenfield (Labor Counsel) (2006-2015)
Borough of Bound Brook (Alternate Municipal Prosecutor) (2020-present) (Tax Attorney)
(2021- 2022)
Borough of Bradley Beach (Labor Counsel) (2020-present) (OPRA Counsel) (2022- present)
(Conflict Counsel) (2022-present)
Borough of Cliffside Park (Special Conflicts Attorney) (2017-present)
Borough of Dunellen Public Library (Counsel) (2021-present)
Borough of Dumont (Labor Counsel) (2005-2011) (Special Counsel) (2009-2011) (2016-2021)
Borough of Englewood Cliffs (Borough Attorney) (2021- 2022) (Labor Counsel)
(2021- 2022)
Borough of Englewood Cliffs (Tax Appeal Counsel) (2016-2019) (2021- 2022)
(Special Litigation Counsel) (2018-2019) (2021- 2022) Affordable Housing Counsel (2021-
2022)
Borough of Fort Lee (Conflict Counsel) (2017- 2022)
Borough of Fort Lee Parking Authority (Labor Counsel) (2007-2013)
Borough of Fort Lee Planning Board (Conflict Attorney) (2008-2012)
Borough of Fort Lee Board of Adjustment (Conflict Attorney) (2008-2012)
Borough of Garwood (Tax Attorney) (2017-2018)
Borough of Haledon (Special Litigation Counsel) (2017-present)
Borough of Hasbrouck Heights (Labor Counsel) (1988-1994)
Borough of Hightstown (Labor Counsel) (2012-2015) (2018- 2022)
Borough of Hillsdale (Municipal Attorney) (2013-2015) (Labor Counsel) (2013-2015)
(Tax/Special Counsel) (2008-2009) (2014-2016)
Borough of Hopatcong (Labor Counsel) (2003-2005) (Board of Health Attorney) (2009-2012)
Borough of Island Heights (Municipal Special Counsel) (2017-2020)
Borough of Lavallette (Borough/Labor Attorney) (2006-present) (Special Counsel) (2001-2005)
Borough of Lake Como (Tax Attorney) (2021- present)
Borough of Manasquan (Special Counsel) (2022- present)
Borough of Milltown (Tax Attorney) (2017-2019)
Borough of North Arlington (Labor Counsel) (2013-2015) (Tax Counsel) (2016-2020)
(Special Counsel) (2018-2020)
Borough of North Plainfield (Municipal/Labor Attorney) (1997-present)
Borough of Palisades Park (Special Counsel) (2018-2021)
Borough of Palmyra (Special Counsel/Conflict Attorney) (2018-2021)
Borough of Paramus (Municipal Attorney) (1998-2000) (Labor Counsel) (2003-2010)
(Special Counsel) (1994-1998) (2001-2002) (2016- 2022)
(Special Tax Counsel) (2018-2022) (Special Litigation Counsel) (2019-2022)
(Labor Litigation Counsel) (2020-2022) (Residential Tax Appeal Counsel) (2020-2022)
(Golf Course Commission Attorney) (2021-2022)
Borough of Paramus Board of Adjustment (Board Attorney) (2008-2009)
Borough of Raritan (Municipal Prosecutor) (2013-2014) (Labor Counsel) (2017-2020)
Borough of Roselle (Special/Foreclosure Counsel) (2013-present)
Borough of Roselle Park (Tax Counsel) (2014-2018)

Borough of Rutherford (Labor Counsel) (1998-2008) (2011-2020)
(Affordable Housing Counsel) (2015-present) (Conflict Tax Counsel) (2017-present)

Borough of Saddle River (Labor Counsel) (2014-2016)

Borough of Sayreville (Special Counsel-Other Matters) (2018-present)

Borough of Sayreville Public Library (General Counsel) (2010-present)

Borough of Sea Bright (Special/Conflicts Counsel) (2017-2018)

Borough of Seaside Heights (Labor Counsel) (1995-1996) (Conflict Prosecutor) (2017-present)

Borough of Seaside Park (Conflict Municipal Attorney) (2016-2019)
(Special Counsel) (2017-present)

Borough of South Bound Brook (Labor Counsel) (2008-2009) (2014-2018)
(Municipal Prosecutor) (2014-present)

Borough of South Toms River (Prosecutor) (2020-2021)

Borough of Spring Lake (Labor/Special Counsel) (1998-2007)

Borough of Teterboro (Labor Counsel) (1987-1990)

Borough of Victory Gardens (Land Use Board Attorney) (2013-present)

Borough of Wanaque (Labor Counsel) (1984-2001)

Borough of Woodcliff Lake (Labor Counsel) (2013-2015)

Borough of West Cape May (Labor Counsel) (2006-2018)

Borough of Wildwood Crest (Labor Counsel) (1997-2001)

City of Atlantic City (Special Counsel) (2002-2011) (2020-present) (Tax Counsel)
(2020-present); Litigation Counsel (2020-present) (Redevelopment Counsel) (2017-2020)

Atlantic City Board of Education (Labor Counsel) (2001-2004)

Atlantic City Housing Authority (Labor Counsel) (2004-2008) (2017-2020)
(General Counsel 2007)

Atlantic City Municipal Utilities Authority (Hearing Officer) (2015-present)

City of Bridgeton (Hearing Officer) (2014-present) (Alternate Labor Relations Attorney)
(2018-present)

City of Brigantine (Labor Counsel) (2013-2015)

City of Camden (Special Counsel) (2011-present)

City of Camden Planning Board (Conflict Counsel) (2020-present)

City of Camden Zoning Board of Adjustment (Conflict Counsel) (2021-2022)

Housing Authority of the City of Camden (Board/Labor Counsel) (2018-2019)

City of Clifton (Labor Counsel) (1990-1992)

City of Corbin (Tax Attorney) (2016-present)

City of East Orange (Special Counsel) (2009-present) (Labor Counsel) (2018-present)
(Tax Counsel) (2020-present)

City of East Orange Planning Board (Board Attorney) (2021-present)

City of East Orange Zoning Board of Adjustment (Board Attorney) (2021-present)

City of Elizabeth Board of Education (Outside Counsel) (2016-present)

City of Hackensack (Special Counsel) (2001-2005) (Labor Counsel) (2007-2012)
(2014-2015) (Hearing Officer) (2014-2015)

City of Jersey City (Special Counsel) (2005-2014) (2016-present) (Tax Counsel) (2017-present)

City of Jersey City Housing Authority (Special Counsel) (2009-2011) (2016-present)
(General Counsel) (2020-present) (Redevelopment Counsel) (2020-present) (Labor &
Employment Counsel) (2018-present)

City of Jersey City Municipal Utilities Authority (Special Counsel) (2020-present)

City of Jersey City Redevelopment Agency (Redevelopment/Special Counsel) (2015-present)
City of Lambertville (Labor Counsel) (1986-1993)
City of Lambertville Sewerage Authority (Labor Counsel) (1990-1992)
City of Long Branch (Labor Counsel) (1994-2006) (Planning Board Conflict Attorney)
(2014-2017) (2020-present)
City of Orange Township (Special Litigation Counsel) (2013-present) (Tax Counsel)
(2017-2021) (Labor Counsel) (2017-2021)
City of Newark (Foreclosure Counsel) (2014-2017)
City of Newark Parking Authority (General/Labor Counsel) (Redevelopment Counsel) (2008-
2014)
City of Newark Housing Authority (Special Counsel) (2009-2014)
City of Northfield (Labor Counsel) (2006-2007)
City of Passaic (City Attorney) (1990-1992) (ABC Attorney) (2010-2012) (Labor/Special
Counsel) (2011-present) (Municipal Prosecutor) (2016-2020)
(Workers Compensation Counsel) (2014-present) (Litigation Counsel) (2014-present)
City of Passaic Housing Authority (Labor Counsel) (2017-present) (General Counsel)
(2020-present) (Redevelopment Counsel) (2020-present)
City of Passaic (Rent Leveling Board Attorney) (2012-2018)
City of Passaic Parking Authority (General Counsel) (2011-present)
City of Passaic Redevelopment Agency (General Counsel) (2014-present)
City of Paterson Housing Authority (Labor Counsel) (2017-present) City of Perth Amboy
(Special Counsel) (2016-present) (Labor Counsel) (2022-present)
City of Plainfield (City Solicitor) (2000-2004) (Special Litigation/Workers Compensation
Counsel) (2010-present) (Tax Appeal Counsel) (2016-2022) Labor Counsel (2022-present)
City of Plainfield Municipal Utilities Authority (Conflict Counsel) (2015-present) (Labor
Counsel) (2017-present)
City of Pleasantville (Labor Counsel) (2000-2004) (Alternate City Prosecutor) (2017-2021)
City of Salem (Foreclosure Counsel) (2022-present)
City of Trenton (Special/Labor Counsel) (2015-present)
City of Trenton Parking Authority (Special Counsel) (2012-2017)
City of Union City (City Attorney) (1998-1999)
City of Union City Board of Education (Special/Conflict Counsel) (2018-present)
Township of Aberdeen (Labor/Special Counsel) (2009-2012) (Special Counsel) (2021-2022)
Township of Allamuchy (Labor/Personnel Counsel) (2022-present) Conflict Township Attorney
(2022-present)
Township of Barnegat Zoning Board of Adjustment (Conflict Attorney) (2016-present)
Township of Berkeley (Labor Counsel) (1997-2013)
Township of Bethlehem (Municipal Attorney) (1997-1999)
Township of Bethlehem (Planning Board Attorney) (2002-2003)
Township of Bethlehem/Borough of Bloomsbury/Borough of Lebanon
(Municipal Prosecutor) (2012-2013) (2015-present)
Township of Bloomfield (Special Counsel) (2021-present)
Township of Bloomfield Historic Preservation Commission (General Counsel) (2015-2017)
Township of Brick (Municipal Prosecutor) (2016-2021)
Township of Brick (Special Counsel) (2017-present)
Township of Bridgewater (Labor Counsel) (2012-2019)

(Conflict Tax Counsel) (2012-2016) (Tax Counsel) (2017-2019)
Township of Buena Vista (Township Attorney) (2016-2022) (Labor Counsel) (2014-2022)
(Tax Counsel) (2014-2022) (Special Counsel) (2014-present)
(Records Management Counsel) (2015-2022) (Foreclosure Counsel) (2016-2022)
Township of Chatham (Board of Health Attorney) (2022 – present)
Township of Cherry Hill (Conflict Tax Attorney) (2013-2016)
Township of Clinton (Labor Counsel) (1986-1989)
Township of Delran Planning Board (Conflict Attorney) (2017-2019)
Township of Delran Zoning Board of Adjustment (Conflict Attorney) (2017-2019)
Township of Deptford (Hearing Officer) (2014-2017)
Township of East Brunswick (Special Counsel) (2019-2021)
(Library Board Labor Counsel) (2019-2021)
Township of East Greenwich (Labor Counsel) (2008-2014)
(Special Counsel) (2012-2014) (Redevelopment Counsel) (2013-2014) (2016-present)
Township of Edgewater Park (Conflict Labor Counsel) (2018-present) (Conflict Township
Attorney) (2021-present)
Township of Edison (Labor Counsel) (1995-1997)
Township of Evesham (Zoning Board of Adjustment Conflict Counsel) (2020-present)
Township of Fairfield (Cumberland) (Municipal Attorney) (2005-2007)
(Special Counsel) (2007-2011)
Township of Franklin (Hunterdon) (Municipal Attorney) (1998-2003)
Township of Franklin (Somerset) Fire District #1 (General Counsel) (2014-present)
Township of Franklin (Somerset) Fire District #2 (Special Counsel) (2014-2017)
(General Counsel) (2017-present)
Township of Franklin (Somerset) Housing Authority (General Counsel) (2011-2016)
Township of Franklin (Somerset) Sewerage Authority (General Counsel) (2016-present)
Township of Hackettstown (Labor Counsel) (1998-1999)
Township of Hamilton (Mercer) (Conflict Tax Counsel) (2014 - 2022)
(Special Counsel) (2018-present) (Tax Counsel) (2022 – present)
Township of Hardwick (Municipal Attorney) (1991-2001)
Township of Hillsborough (Labor Counsel) (2000-2020) (Special Counsel) (2000-present)
(Affordable Housing Counsel) (2015-present) (Open Space Counsel) (2017-2019)
(Alternate Township Attorney) (2018-present) (Alternate Municipal Prosecutor)
(2018-present)
Township of Hillsborough Planning Board (Board Attorney) (2001-present)
Township of Hillside (Planning Board Attorney) (2014-2016) (ABC Attorney) (2018-2021)
Township of Independence Land Use Board (Board Attorney) (2017-present)
Township of Irvington (Special/Litigation Counsel) (2011-present) (Workers Compensation
Counsel) (2015-present) (Foreclosure Counsel) (2015-present)
Township of Irvington Planning Board (Board Attorney) (2012-present)
Township of Irvington Zoning Board of Adjustment (Board Attorney) (2013-present)
Township of Lacey (Labor Counsel) (1993-1995)
Township of Lebanon (Municipal/Labor Attorney) (2000-2011)
Township of Little Egg Harbor (Conflict Tax Counsel) (2016-2019)
Township of Little Egg Harbor Board of Adjustment (Conflict Counsel) (2019-present)
Township of Little Egg Harbor Planning Board (Conflict Counsel) (2020-present)

Township of Lopatcong (Labor Counsel) (1998-2003)
Township of Lyndhurst (Labor Counsel) (2005-present) (Special Counsel) (2008-present)
(Affordable Housing Counsel) (2015-present)
Lyndhurst Board of Education (Labor Counsel/Special Counsel) (2011-present)
Township of Manchester (Conflict Prosecutor) (2013-2016)
Township of Medford Board of Adjustment (Conflict Counsel) (2020-present)
Town of Morristown Board of Adjustment (Board Attorney) (2007-2010)
Township of Montclair (Tax Attorney) (2019-present)
Township of Montclair Business Improvement District (Special Counsel) (2014-present)
Township of Montclair Planning Board (Conflict Attorney) (2021-present)
Township of Montvale (Labor Counsel) (2010-2012)
Township of Mount Laurel (Labor Counsel) (2009-2013)
Township of Neptune (Labor Counsel) (2020-2021)
Town of Newton (Town Attorney) (2021-present) (Parking Authority Attorney)
(2021-present)
Township of North Bergen Parking Authority (Special Counsel) (2009-2012)
Township of North Brunswick (Labor Counsel) (2000-2003)
Township of Ocean (Ocean) Planning Board (Conflict Attorney) (2010-2014) (2021-present)
Township of Ocean Zoning Board of Adjustment (Conflict Counsel) (2011-2017)
Orange Housing Authority (Special Counsel) (2009-2020)
Township of Parsippany-Troy Hills (Special Counsel) (2018-2022)
Township of Pemberton (Special Counsel) (2008-2015) (2018-present) (Planning Board Conflict
Attorney) (2011-present)
Township of Piscataway (Conflict Labor Counsel) (2011-present)
Township of Plumsted (Labor Counsel) (1992-1996) (Special Counsel/Hearing Officer)
(2012-present)
Township of Raritan (Conflict Tax Attorney) (2016-2019)
Township of Scotch Plains (Municipal Prosecutor) (2020-present)
Township of Southampton (Conflict Township Attorney) (2016-present)
Township of Stillwater (Municipal Attorney) (1998-2000) (Labor Counsel) (1997-2001)
Township of Upper Freehold (Labor Counsel) (1997-2014)
Township of Wall (Special Litigation Counsel) (2019-2021)
(Special Conflicts Counsel) (2019-2021)
Township of Washington (Warren) (Municipal/Labor Attorney) (1990-2003)
Town of West New York (Labor Counsel) (1990-1995) (Conflict Municipal Prosecutor)
(2016-2020) (Special Counsel) (2021-present)
Township of West Caldwell (Special Counsel) (2017-2021)
Township of West Windsor (Municipal/Labor Attorney) (1993-1997)
Township of Weymouth (Tax Appeal Counsel) (2015-present) (Conflict Township Attorney)
(2018-present) (Labor Counsel) (2020-present)
Township of Willingboro (Foreclosure Counsel) (2022-present)
Township of Willingboro MUA (Conflict Counsel) (2013-2014)
Township of Willingboro Planning Board (Conflict Counsel) (2020-present)
Township of Winfield (Municipal Prosecutor) (2020-present)
Township of Woodbridge (Special Counsel) (1998-2009)
Woodbridge Fire District #1 (Labor Counsel) (2010-2019)

Woodbridge Fire District # 2 (Labor Counsel) (2010-2018)
Township of Woodbridge Housing Authority (Labor Counsel) (2009-2011)
Passaic Valley Water Commission (Special Labor Counsel) (2020-present)

Joint Insurance Funds:

Burlington County JIF
Camden County Insurance Commission
Central Jersey JIF
Garden State Municipal JIF
Monmouth County JIF
Middlesex County Joint Health Fund (Litigation Counsel)
Municipal Excess Liability
New Jersey School Insurance Group
Ocean County JIF
Public Entities JIF
Public Housing Authority JIF
Public Utilities Authority JIF
Somerset County JIF
South Bergen JIF

DISCLOSURE OF FINANCIAL INTEREST
AND CONFLICT OF INTEREST DATA FORM
PURSUANT TO *N.J.S.C.* 11:15:-2.6(C)(10)

Eric Martin Bernstein, Esquire
Eric M. Bernstein & Associates, L.L.C.
34 Mountain Boulevard, Building A
Warren, New Jersey 07059

In connection with the above-named company, I herewith make representations and supply information about, myself as hereinafter set forth. (Attach addendum or separate sheet if space hereon is insufficient to answer any question fully,) IF ANSWER IS "NONE" OR "NO EXCEPTION", SO STATE:

1. Affiant's Full Name: Eric Martin Bernstein
2. Other Names Used at any Time: None
3. Place of Birth: Passaic, New Jersey
4. Social Security Number: ***-**-7337
5. For the last 30 plus years, I have lived at the following address or addresses:

ADDRESS	CITY	DATES
<u>10 Timberline Drive</u>	<u>Bridgewater, New Jersey</u>	<u>1990-Present</u>
_____	_____	_____
_____	_____	_____

6. Schooling:
College: Drew University, Madison, NJ B.S.
Graduate: M.S. Industrial and Labor Relations, Cornell Univ.
Professional: University of Oklahoma School of Law
Degree: (List): B.S., M.S., J.D.

ATTACH LIST OF ALL EDUCATIONAL INSTITUTIONS AND LOCATION – CITY AND STATE

7. Member of Professional Societies of Association (List):
Please see attached Resume
New Jersey State Bar Association

8. I presently hold or have held, in the past, the following professional, occupations, and vocational licenses issued by public or governmental licensing agencies or authorities (state date licensed issued, issuer of license, date terminated, reason for termination);

Licensed to Practice Law in New Jersey (1982) and District of Columbia (1985)

9. Present Chief Occupation:
Position or Title: Principal and Sole Shareholder
Employer's Name: Eric M. Bernstein & Associates, L.L.C.
Address: 34 Mountain Blvd., Bld. A. P.O. Box 4922, Warren, New Jersey 07059
How long in this Position? Twenty two (22) years
How long with this employer? Same Where? Warren, New Jersey

10. Other jobs, positions, directories or officerships concurrently held at present:
None

11. Complete Employment Record for Past 20 Years:

DATES	EMPLOYMENT AND ADDRESS	TITLE
<u>1984-1987</u>	<u>Gerald Dorf, Esquire, P.A., Rahway, New Jersey</u>	<u>Associate</u>
<u>1988</u>	<u>Viada & Viada, Flemington, New Jersey</u>	<u>Of Counsel</u>
<u>1989-1992</u>	<u>Sole Practitioner, Clifton, New Jersey</u>	
<u>1993-1997</u>	<u>Weiner Lesniak, Parsippany, New Jersey</u>	<u>Partner</u>
<u>1998-1999</u>	<u>Mauro, Savo, Camerino, Somerville, New Jersey</u>	<u>Partner</u>

12. I control directly or indirectly or own legally or beneficially 10% or more of the outstanding capital stock (in voting power) of the following companies:
Eric M. Bernstein & Associates, L.L.C.

12a. If any of the above stock is pledged or hypothecated in any way, please detail fully:
No

13. I have never been adjudicated as bankrupt, except as follows:
None.

14. I have never been convicted or had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction of ore pleaded guilty of or nolo contendere to an information or indictment charging a felony for embezzlement, theft, or larceny, mail fraud, or violating any corporate securities statue or any insurance law, nor have I been subject of a cease and desist order or consent order of any federal or state regulatory agency, except as follows:
None.

15. During the last 10 years, I have neither been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, nor has such a license held by me ever been suspended or revoked, except as follows:
None.

16. I have never been an officer, director, key employee or controlling stockholder of a company which, while I occupied any such position or capacity with respect to it, became insolvent or enjoined from or ordered to cease and desist from violating any law, except as follows:

None.

17. Neither I nor any company of which I was an officer, director or key management person at the time has ever been subject to any civil action alleging fraud, negligence or violation of any applicable racketeering statutes (state or Federal), except as follows:

None.

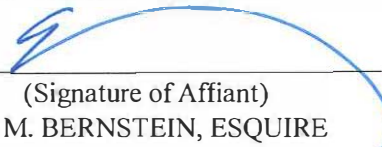
18. I am not and none of the employees, officers or directors of Eric M. Bernstein & Associates, L.L.C., is an employee, officer or director of any administrator, program manager, servicing organization or insurance producer of the Contracting Unit, nor do I or any of the employees, officers or directors of Eric M. Bernstein & Associates, L.L.C., have a direct or indirect financial interest in any other administrator, program manager, servicing organization or insurance producer of the Contracting Unit,, except as follows:

None.

18a. Any direct or indirect financial interest or any position held as employee, officer to director in any other administrator, program manager, servicing organization, or insurance producer of the Contracting Unit as described above, has been disclosed to the Contracting Unit officials, as applicable. (Yes/No),

Yes, not applicable

Dated and signed this 9th day of November, 2022 at Warren, New Jersey. I hereby certify under penalty that the foregoing statements are true and correct to the best of my knowledge and belief and further, by the affixation of my signature hereon, I hereby give my certified consent to the New Jersey Department of Banking and Insurance to verify the representations and information supplied in response to all questions on the biographical data form, with any Federal, State, municipal or other agency which may have knowledge and/or information thereon.


(Signature of Affiant)
ERIC M. BERNSTEIN, ESQUIRE

AREA OF PRACTICE

RFP 22 – 18

**Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services**

Vendor Name: Eric M. Bernstein & Associates, L.L.C.

Vendor Address: 34 Mountain Blvd., Bldg, A, P.O. Box 4922, Warren, New Jersey 07059-4922

The attached proposal is submitted for prequalification in one or more of the following areas of practice listed below. Please specify the type(s) of Professional Services for which your firm has supplied qualifications (**check all that apply**).

Area of Practice	Check
RFP 22 – 18 – A. Planning Board Attorney	
RFP 22 – 18 – B. Planning Board Conflict Attorney	X
RFP 22 – 18 – C. Board of Adjustment Attorney	
RFP 22 – 18 – D. Historic Preservation Commission Attorney	

EVALUATION CRITERIA

RFP 22 – 18

**Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services**

The following Scoring Sheet outlines the criteria for evaluation of the qualification statements submitted. Points shall be awarded based on the information contained in the qualification statement for each category as listed, with a high score of total possible points meaning that the qualification statement meets all required criteria for that category and a score of zero meaning that the qualification statement did not meet any of the required criteria for that category. A contract may be awarded based upon consideration of price and other factors in accordance with the Township’s regulations.

EVALUATION CRITERIA	POSSIBLE POINTS	ACTUAL SCORE
TECHNICAL CRITERIA	----	
Vendor’s qualification statement is complete, responsive and demonstrates a clear understanding of the scope of work and related objectives;	20	
Vendor’s history, experience and past performance of like work or projects; favorable recommendations/references from similar clients.	10	
MANAGEMENT CRITERIA	----	
Demonstrated ability to meet deadlines;	10	
Qualification (education, experience, and credentials— licenses and certifications) of <u>assigned</u> personnel (principle-in-charge, project manager, professionals, technicians, and staff);	20	
Proof (copies) of related licenses and certifications;	10	
HOURLY RATES	----	
Detailed hourly rates of <u>assigned</u> personnel by task and inclusion of all anticipated “out-of-pocket” and incidental expenses;	15	
Competitiveness of hourly rates.	10	
OTHER		
Diversity Inclusion Program – “DIP”(certified M/WBE, LGBT, Veteran, or Disabled person -owned businesses) are eligible for additional points in accordance with O-22-10, passed on June 22, 2022.*	5	
POINT TOTALS	100	

* A business need only demonstrate one type of DIP Business Entity to qualify for the total possible points when applying for a contract. Businesses qualifying for more than one diversity type will not be weighted higher.

Certification 28262

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-APR-2021** to **15-APR-2028**

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 MOUNTAIN BLVD., BUILDING A
WARREN NJ 07059



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

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ERIC M BERNSTEIN & ASSOCIATES LLC

Trade Name:

Address: 34 MOUNTAIN BLVD
WARREN, NJ 07059

Certificate Number: 0747136

Effective Date: September 15, 2000

Date of Issuance: March 21, 2020

For Office Use Only:

20200321171354188

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Eric M. Bernstein & Associates, L.L.C.

Organization Address: 34 Mountain Blvd., Bldg. A.; P.O. Box 4922, Warren, New Jersey 07059-4922

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Eric M. Bernstein	10 Timberline Drive, Bridgewater, New Jersey 08807

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Township of Montclair is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Eric M. Bernstein, Esq.	Title:	Owner/Partner
Signature:		Date:	November 9, 2022

RFP 22 – 18
Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services

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

The Vendor and the Township of Montclair, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor pursuant to this contract will not relieve the Vendor 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 Vendor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this

Agreement. Furthermore, the Vendor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Vendor's obligations assumed in this Agreement, nor shall they be construed to relieve the Vendor from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

RFP 22 – 18
Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services

APPENDIX C
NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- 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 the contracting public agency, 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 the contracting public agency, 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 the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

RFP 22 – 18
Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services

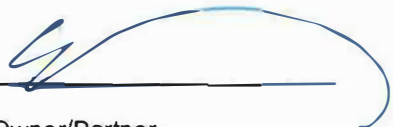
**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans with Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Eric M. Bernstein & Associates, L.L.C. SIGNATURE: 
PRINT NAME: Eric M. Bernstein, Esq. TITLE: Owner/Partner
DATE: November 9, 2022

RFP 22 – 18
Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27 et seq.

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES
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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

PRINT NAME: Eric M. Bernstein, Esq. TITLE: Owner/Partner

SIGNATURE:  DATE: November 9, 2022

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Somerset

I, Eric M. Bernstein residing in Bridgewater Township
(Name of affiant) (name of municipality)
in the County of Somerset and State of New Jersey, of full age,
being duly sworn according to law on my oath depose and say that:

I am Principal Attorney - Owner/Partner of the firm of Eric M. Bernstein & Associates, L.L.C.
(Title or position) (name of firm)

Request for Qualifications (RFQ) - RFP 22 - 18-B - Professional Services CY 2023 various Montclair Township
entitled Land Use Board Legal Services, and that I executed the said proposal with
(Title of bid proposal)

full authority to do so; that said bidder has not, directly, or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above-named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full


knowledge that the Township of Montclair relies upon the truth of
(Name of contracting unit)
the statements contained in said Proposal and in the statements contained in this affidavit in awarding
the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage, or
contingent fee, except bona fide employees or bona fide established commercial or selling agencies
maintained by Eric M. Bernstein & Associates, L.L.C.
(Name of firm)

Subscribed and sworn to before me this day, November 9,, 2 022 :

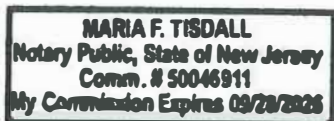

Signature of affiant

Eric M. Bernstein, Esq., Owner/Partner
Type or print name of affiant


Notary public of Maria F. Tisdall

My Commission expires September 28, 2026

(Seal)



Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **ERIC MARTIN BERNSTEIN**
(No. 014001982) was constituted and appointed an Attorney at Law of New Jersey on **December 16, 1982** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

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

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

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
29TH day of April, 20 16

Clerk of the Supreme Court



Supreme Court of New Jersey



Certificate of Good Standing

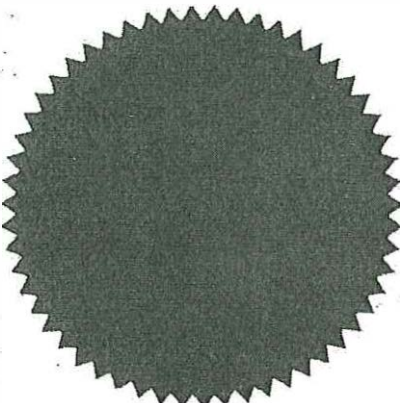
This is to certify that **PHILIP GARY GEORGE**
(No. **015061982**) *was constituted and appointed an Attorney at Law of New Jersey on* **December 16, 1982** *and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.*

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

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Supreme Court, at Trenton, this
5TH day of September, 20 14.

Clerk of the Supreme Court



Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **BRIAN MICHAEL HAK**
(No. 034301988) was constituted and appointed an Attorney at Law of New Jersey on **December 19, 1988** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

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

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



In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
10TH day of April, 20 19.

Heather J. Baker
Clerk of the Supreme Court

Supreme Court of New Jersey



Certificate of Good Standing

This is to certify that **DOMINIC PAUL DI YANNI**
(No. **041342004**) was constituted and appointed an Attorney at Law of New
Jersey on **December 08, 2004** and, as such,
has been admitted to practice before the Supreme Court and all other courts of this State
as an Attorney at Law, according to its laws, rules, and customs.

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

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

In testimony whereof, I have
hereunto set my hand and
affixed the Seal of the
Supreme Court, at Trenton, this
24TH day of January , 20 14.

Clerk of the Supreme Court

Township Of Montclair
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____ Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Township of Montclair is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Township to notify the Township in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Township of Montclair and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Eric M. Bernstein, Esq. Signature: _____

Title: Owner/Partner Date: November 9, 2022

Bidder/Vendor Eric M. Bernstein & Associates, L.L.C.

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

Request for Qualifications (RFQ) RFP 22 - 18-B - Professional Services
CY2023 Various Montclair Township Land Use Board Legal Services

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

RFP 22 - 18 - B.

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.



Signature of Authorized Representative

November 9, 2022

Date

Eric M. Bernstein, Esq., Owner/Partner

Print Name and Title of Authorized Representative

Eric M. Bernstein & Associates, L.L.C.

Vendor Name

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit

DESCRIPTIONS (Continued from Page 1)

permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

EXCEPTIONS TO SPECIFICATIONS

RFP 22 – 18

Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services



COMPANY NAME Eric M. Bernstein & Associates, L.L.C.

NONE.

RFP 22 – 18
Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services

EXHIBIT C (Pay to Play)

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 M. Spiller	David Cummings
Peter Yacobellis	
Robert Russo	
William Hurlock	
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

Name of Stock or Shareholder	Home Address
Eric M. Bernstein	10 Timberline Drive, Bridgewater, New Jersey 08807

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: Eric M. Bernstein & Associates, L.L.C.

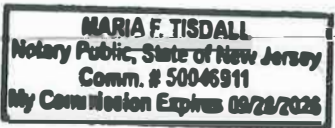
Signed:  Title: Owner/Partner

Print Name: Eric M. Bernstein, Esq. Date: November 9, 2022

Subscribed and sworn before me this 9 day of November, 2022

My Commission expires: September 28, 2026


Maria F. Tisdall
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 acts:

'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

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Eric M. Bernstein & Associates, L.L.C.		
Address:	34 Mountain Blvd., Bldg. A; P.O. Box 4922, Warren, New Jersey 07059-4922		
City:	Warren	State: NJ	Zip: 07059-4922

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Eric M. Bernstein, Esq.	Owner/Partner
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Eric M. Bernstein & Associates, L.L.C.	Team Irvington Strong	10/19/2021	\$ 3,500.00
Eric M. Bernstein & Associates, L.L.C.	Team Venezia 2022	10/21/2021	1,000.00
Eric M. Bernstein & Associates, L.L.C.	Team Irvington Strong 2022	04/27/2022	1,000.00
Eric M. Bernstein & Associates, L.L.C.	Victory 2022 (Essex) (Multi-Candidate)	06/3/2022	5,000.00
Eric M. Bernstein & Associates, L.L.C.	Victory 2022 (Essex) (Multi-Candidate)	08/04/2022	2,500.00
Eric M. Bernstein & Associates, L.L.C.	Victory 2022 (Essex) (Multi-Candidate)	10/25/2022	5,000.00

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Eric M. Bernstein

2 Business name/disregarded entity name, if different from above
Eric M. Bernstein & Associates, L.L.C.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
34 Mountain Blvd., Bldg. A, Suite 100

6 City, state, and ZIP code
Warren, NJ 07059

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

2	2	-	3	6	9	0	4	4	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here

Signature of U.S. person ▶ *Yanni R. Boush*

Date ▶ *04/05/2022*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4982 fax: 973-509-0529

Purchasing Office
Al Dimeros, QPA

VENDOR PROFILE

Company Name: Eric M. Bernstein & Associates, L.L.C.

Contact Name/Title: Eric M. Bernstein, Esq., Owner/Partner

Company Address: 34 Mountain Blvd., Bldg. A; P.O. Box 4922, Warren, NJ 07059-4922

Phone #: (732) 805-3360 Fax #: (732) 805-3346

**Email Address: Embernstein@embalaw.com

Company Website: www.embalaw.com

Tax ID Number: 22-3690440

Business Entity Classification (if applicable):

- Small Minority Women
- Veteran Disabled LGBTQ+

Please submit copy of certification documents

Do you have a NJ State Contract? No State Contract #: _____

Payment/Remit to Address: Eric M. Bernstein & Associates, L.L.C.,
P.O., Box 4922, Warren, New Jersey 07059-4922

**** Purchase Order(s) will be emailed to the email address that is provided above.**

Completion of this form is optional.

RFP 22 – 18
Request for Qualifications (RFQ) – Professional Services
CY 2023 Various Montclair Township Land Use Board Legal Services

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
X	Proposal - submit one (1) original, one (1) duplicate copy and one (1) electronic copy/PDF - USB.	EB
X	* Evidence of Affirmative Action Compliance	EB
X	*Proof of Business Registration Certificate (BRC) and copy of W9	EB
X	Statement of Ownership Disclosure	EB
X	Americans with Disabilities Act of 1990 - Acknowledgement	EB
X	Mandatory Equal Employment Opportunity – Appendix A	EB
X	Non-Collusion Affidavit	EB
X	Acknowledgement of Receipt of Addenda (if applicable)	EB
X	Copy of Licenses/Certifications/Credentials	EB
X	Disclosure of Investment in Iran	EB
X	Certification of Non-Involvement In Prohibited Activities in Russia and Belarus	EB
X	References	EB
X	Proof of Insurance (Copy of certificate)	EB
X	Exceptions	EB
X	Pay to Play	EB
X	Area of Practice	EB

****Statutorily allowed to be provided with proposal OR prior to execution of contract.***

PRINT NAME: Eric M. Bernstein, Esq. TITLE: Owner/Partner

SIGNATURE:  DATE: November 9, 2022



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made this ____ day of January 20__ 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: Eric M. Bernstein & Associates, LLC

Office address: 34 Mountain Blvd. Building A PO Box 4922 Warren, NJ 07059

Professional license type: Legal Attorney Registration #: 014001982

WHEREAS, it is agreed as follows:

1. Services. Provider shall provide the Planning Board with professional services as directed by the Director of Planning. The services to be performed shall include legal services in connection with matters pending before the Planning Board including advice and consultation, attendance at Board meetings, preparation of documents and representation of the Board in lawsuits and other proceedings and other services as may be required from time to time and all services as outlined in the attached proposal dated November 9, 2022. The services shall also include other matters as assigned.

2. Term. The term of this Agreement shall be January 1, 2023 through December 31, 2023. The term may not exceed one year.

3. Compensation. Provider shall be compensated as follows:

Fixed amount (s): \$500 per meeting

Hourly rate: \$140 per hour for tasks implicating litigation and applicant escrows

Total shall not exceed: \$15,000

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 Agreement 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 Agreement.

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 Agreement 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 Agreement 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 Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement 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 this Agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Director of Planning and if further directed, 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 Planning Board 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:

Eric M. Bernstein & Associates, LLC
534 Mountain Blvd, Building A
PO Box 4922
Warren, New Jersey 07059

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 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.

ERIC M. BERNSTEIN & ASSOCIATES, LLC



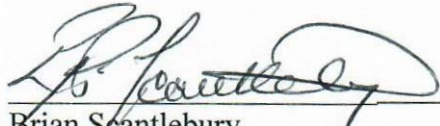
By: Eric M. Bernstein

WITNESS:



Name: Maria F. Tisdall

TOWNSHIP OF MONTCLAIR



Brian Scantlebury
Acting Township Manager

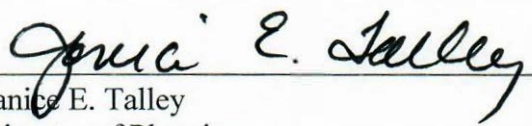
ATTEST:



Angelese Bermudez Nieves, Township Clerk

Authority:

This Agreement was approved on December 19, 2022 by Resolution of the Planning Board of the Township of Montclair.



Janice E. Talley
Director of Planning