

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2015-05

TITLE: APPOINTMENT OF TOWNSHIP LABOR SOLICITOR FOR THE YEAR 2015

WHEREAS, the Township of Lower ("Township") advertised for Request for Proposals (RFP) #2014-18 for 2015 Township of Lower Solicitor on December 3, 2014 with the opening scheduled for December 23, 2014 at 11:00 am and received one (1) proposal for Township Labor Solicitor; and

WHEREAS, the term of this contract is one year; and

WHEREAS, William Blaney Esq. has submitted a proposal indicating that he will provide the goods or services described hereinabove at a price of \$135.00 per hour for a total price not to exceed \$50,000 for the year; and

WHEREAS, the CFO has determined sufficient funds are available in the current budget as follows:

Appropriation # 5-01-20-155-200 Signature 

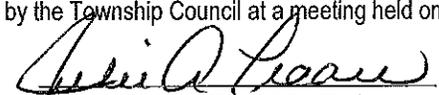
WHEREAS, Blaney & Donohue, PA has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political committee or candidate in the Township of Lower in the previous one year, and that the contract will prohibit him from making any reportable contributions through the term of the contract.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Lower hereby appoints William Blaney Esq. as Labor Solicitor and approves the contract with William Blaney, Esq of Blaney Donohue for the goods and services described above.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED that a notice of Award of Professional Contract for the above appointment shall be published in the official Township paper.

I hereby certify the foregoing to be the original resolution adopted by the Township Council at a meeting held on January 5, 2015

  
Julie A. Picard, Township Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD	X		X			
PERRY		X	X			
SIMONSEN			X			
CLARK			X			
BECK			X			

**Response to Request for**  
**Proposal for 2015 Township Labor Solicitor**  
**RFP# 2014-18**

**Margaret Vitelli, Purchasing Agent**  
**Township of Lower**  
**2600 Bayshore Road**  
**Villas, NJ 08251**

**Submitted By: Blaney & Donohue, PA**  
**3200 Pacific Avenue, Suite 200**  
**Wildwood, NJ 08260**  
**Phone (609) 435-5368**

# BLANEY



# DONOHUE

Attorneys at Law - Blaney & Donohue, PA

William G. Blaney, Esquire\*  
bill@blaneydonohue.com

Kyle D. Weinberg, Esquire  
kyle@blaneydonohue.com

Michael J. Donohue, Esquire\*\*  
mike@blaneydonohue.com

John R. Dominy, Esquire\*•  
john@blaneydonohue.com

Frank Guaracini, III, Esquire•  
frank@blaneydonohue.com

• Of Counsel

\*Also Member of the Pennsylvania Bar

\*\*Also Member of the United States Supreme Court Bar

December 10, 2014

Margaret Vitelli, Purchasing Agent  
c/o Township Treasurer's Office  
Township Hall  
2600 Bayshore Road  
Villas, NJ 08251

RE: Bid Proposal

Dear Sir/Madam:

Enclosed please find three (3) copies of the law firm of Blaney & Donohue, P.A.'s response to your request for Proposal for 2015 Township of Lower Labor Solicitor.

Should you have any questions with regard to our response to your request for proposal, please do not hesitate to contact me at the address and telephone number listed below. Thank you in advance for your consideration in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'W G Blaney', written in a cursive style.

WILLIAM G. BLANEY

# BLANEY



# DONOHUE

Attorneys at Law - Blaney & Donohue, PA

William G. Blaney, Esquire\*  
bill@blaneydonohue.com

Kyle D. Weinberg, Esquire  
kyle@blaneydonohue.com

Michael J. Donohue, Esquire\*\*  
mike@blaneydonohue.com

John R. Dominy, Esquire\*•  
john@blaneydonohue.com

Frank Guaracini, III, Esquire•  
frank@blaneydonohue.com

♦ Of Counsel

\*Also Member of the Pennsylvania Bar

\*\*Also Member of the United States Supreme Court Bar

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**RESPONSE TO REQUEST FOR LEGAL SERVICES FOR THE  
TOWNSHIP OF LOWER FOR 2015 LABOR SOLICITOR  
BLANEY & DONOHUE, P.A.**

## **Executive Summary**

The Law Firm of Blaney & Donohue, PA founded by William G. Blaney, Esquire and Michael J. Donohue, Esquire. These attorneys bring to the firm over 30 years combined experience representing public entities in New Jersey and Pennsylvania. The firm regularly provides counseling and litigation services to its clients and has experience in the myriad of litigation forums to which public entity may be exposed. The firm's offices are located in the City of Wildwood, New Jersey.

William G. Blaney focuses his practice in the area of public and private sector labor and employment law. Mr. Blaney has handled numerous personnel matters for public entities on the local and county level. Mr. Blaney began his legal career as an Assistant City Solicitor with the City of Philadelphia where he practiced in the City's special litigation and labor law units. His practice with the City of Philadelphia concentrated on labor relations and employment law matters for the City's over 33,000 employees, including some 5,000 police officers. He currently acts as Labor Counsel to the County of Cumberland and Personnel Counsel to the County of Cape May. Throughout his career, Mr. Blaney has developed extensive experience in employment investigations, disciplinary proceedings, collective bargaining, labor and employment litigation and the drafting and application of employment policies and procedure. He has represented over 25 public entities in labor and employment matters. He has tried employment matters on behalf of public sector clients at virtually every level of the legal system and has handled day-to-day personnel questions for a host of public entities. He regularly tries State and Federal Court matters involving civil rights and employment matters; completing trials through a jury verdict. He also has extensive experience with Appellate Court work, hearings before the Office of Administrative Law and collective bargaining negotiations. Mr. Blaney is in good standing

and fully licensed to practice law in the State of New Jersey (1998), the State of Pennsylvania (1997), and the New Jersey District Court (1998). See attached resume.

Michael J. Donohue focuses his practice in government law. He has been appointed Solicitor in the Borough of Stone Harbor since 2001. Mr. Donohue was also appointed as Special Counsel to the Borough of Avalon in that same year. He is the former Solicitor for the Township of Dennis (2012-2013) and served as the Solicitor for the Township of Lower in 2011-2012. In those positions, over the course of the past 11 years, Mr. Donohue has handled all manner of municipal law issues. Mr. Donohue has also handled litigation matters for several municipalities and successfully handled matters in all courts of the State of New Jersey as well as in the United States Supreme Court. Areas of extensive experience include but are not limited to: Local Public Contracts Law; Open Public Meetings Act; Open Public Records Act; dredging regulation; eminent domain; Local Land and Buildings Law; library law; police power ordinances; zoning and planning; police department structure and authority and environmental regulation. Mr. Donohue has served as Special Counsel to the Township of Upper for *in rem* foreclosures. He has served as Special Counsel to the City of Wildwood for beach concession and environmental permitting. Since 2009, he has served as Solicitor for the Woodbine Port Authority, dealing with airport operations and development. Mr. Donohue has also handled tax appeals and tax court matters for several municipalities, successfully defending tax assessments. He has experience in litigating claims under the New Jersey Law Against Discrimination and in dealing with various public employment personnel issues. He was admitted to practice law in New Jersey in 1994. See attached resume.

John R. Dominy acts as counsel to the firm. Mr. Dominy has years of experience in municipal and employment law. Recently elected Mayor of the Borough of Wenonah, Mr. Dominy has served on the Borough's Council for nearly six years. Mr. Dominy has experience in both civil and administrative legal matters and regularly represents clients in Federal Court, Superior Court, Office of Administrative Law, and before various state regulatory boards. Since 2007, Mr. Dominy has served as an Adjunct Professor at Rowan University, lecturing on employment and labor law, as well as general business law. Mr. Dominy regularly provides review and guidance to clients with regard to employment practices and policies, as well as employee and managerial training. Mr. Dominy is licensed to practice law in the State of New Jersey (2002), the Commonwealth of Pennsylvania (2002), the federal districts of New Jersey and Eastern District of Pennsylvania, and the federal 3<sup>rd</sup> Circuit Court of Appeals. Mr. Dominy was associated with Mr. Blaney and Mr. Donohue at their prior firm. See attached resume.

Frank Guaracini, III, acts as of counsel to the firm. Mr. Guaracini has years of experience in drafting disciplinary charges, conducting investigations of employee misconduct and conducting legal research and writing briefs with regard to various aspects of the law. Mr. Guaracini also regularly acts as the Municipal Prosecutor in the Boroughs of Stone Harbor and Avalon. Mr. Guaracini is licensed to practice law in the State of New Jersey (2005) and the New Jersey District Court (2005). Mr. Guaracini was associated with Mr. Blaney and Mr. Donohue at their prior firm. See attached resume.

Kyle Weinberg is an associate with the firm. He was admitted to the Bars of New Jersey in 2013. He provides support for the other attorneys of the firm in various legal matters including legal research, brief writing and court appearances. See attached resume.

**Public Entities Presently Represented:**

City of Atlantic City  
Cumberland County  
Cape May Point  
Cape May County  
Cape May County Board of Social Services  
Galloway Township  
City of Wildwood  
Borough of Wildwood Crest  
Borough of West Wildwood  
Township of Lower  
Township of Dennis  
Borough of Stone Harbor  
Borough of Avalon  
Woodbine Port Authority  
City of Millville  
City of Bridgeton  
City of North Wildwood  
City of Ocean City  
Borough of Cape Point  
Woodbine MUA  
Township of Upper  
Cape May County Board of Social Services  
Lower Cape May Regional School District

**Proposed Rate**

The firm proposes to act as Labor Solicitor to the Township. The firm has extensive experience in municipal and labor/employment law and would be willing to handle any assignment in those fields. The firm's proposed hourly rate for said services is \$135.00 per hour for all attorney time with reimbursement for extraordinary copying costs, travel, postage and delivery fees. There will be no charge for ordinary postage or travel time to and from the client's business location.

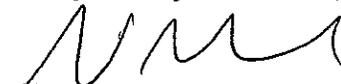
### **The Firm's References**

1. Ken Mecouch  
Cumberland County Administration  
790 East Commerce Street  
Bridgeton, NJ 08302  
(856)453-2138
  
2. Jeffrey Lindsay, Esquire  
Cape May County Administration Building  
4 Moore Road  
Cape May Court House, NJ 08210  
(609)465-6889
  
3. Arch Liston, Administrator  
City of Atlantic City  
1301 Bacharach Boulevard  
Atlantic City, NJ 084014  
(609)347-5245

### **Professional Liability Insurance**

The firm currently maintains professional liability insurance in excess of the limits requested.

Respectfully submitted,

  
WILLIAM G. BLANEY, ESQ.

**2014-18 PROPOSAL FORM**

The undersigned, having read the Notice to Bidder, Request for Proposal and specifications attached hereto, hereby agrees to provide the services, as outlined in this specifications as follows:

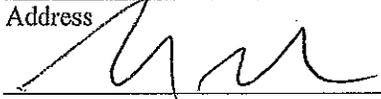
Municipal Solicitor 2015 Rates: Associate Hourly Rate \$135.00  
 Partner Hourly Rate \$135.00  
 Paralegal Hourly Rate \$75.00

Planning Solicitor 2015 Rates: Associate Hourly Rate \_\_\_\_\_  
 Partner Hourly Rate \_\_\_\_\_  
 Paralegal Hourly Rate \_\_\_\_\_

Zoning Solicitor 2015 Rates: Associate Hourly Rate \_\_\_\_\_  
 Partner Hourly Rate \_\_\_\_\_  
 Paralegal Hourly Rate \_\_\_\_\_

Blaney & Donohue, PA 45-3983572  
 Company Name Federal I.D. # or Social Security #

3200 Pacific Ave., St. 200, Wildwood, NJ 08260  
 Address

 William G. Blaney  
 Signature of Authorized Agent Type or Print Name

Title: President

609-435-5368 12/10/14  
 Telephone Number Date

The Township of Lower reserves the right to reject any or all bids if it deems it in the best public interest to do so.

# RESUMES

**WILLIAM G. BLANEY, ESQ.**

*Blaney & Donohue, P.A.*

*3200 Pacific Avenue, Suite 200 · Wildwood, New Jersey 08260  
T(609) 435-5368 · F(609) 435-5473 · Email: bill@blaneydonohue.com*

**PROFESSIONAL EMPLOYMENT**

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**Attorney – Blaney & Donohue, P.A. - Wildwood, New Jersey  
(2012 – Present)**

Partner in a South Jersey general practice law firm. Practice concentrates on the representation of private and public sector entities with an emphasis on employment matters. Regularly litigates cases in the New Jersey Federal, State and Administrative courts related to employment discrimination, employment contracts, civil rights, just cause discipline, unlawful retaliation and/or whistle blowing claims. Regularly counsels clients on employment related matters including collective bargaining, health insurance, and pension issues. Practice also includes select labor and employment cases for individual employees suing their employer.

**Attorney – Gruccio, Pepper, DeSanto & Ruth, P.A. - Vineland, New Jersey  
(2001- 2011)**

Attorney with a South Jersey general practice firm of 13 attorneys. Practice concentrated on the representation of private and public sector entities with particular emphasis on employment matters. Regularly litigated cases in the New Jersey Federal, State and Administrative courts related to employment discrimination, employment contracts, civil rights, just cause discipline, unlawful retaliation and/or whistle blowing claims. Regularly counseled clients on employment related matters including collective bargaining, health insurance, and pension issues. Practice also included select labor and employment cases for individual employees suing their employer.

**Attorney – Dorf & Dorf, P.C. - Rahway, New Jersey  
(1998-2001)**

Attorney with small boutique labor and employment firm. Practice concentrated upon representation of private and public sector entities with an emphasis on labor and employment matters. Handled matters litigated in Federal, State and Administrative Courts. Regularly counseled clients on employment related matters including collective bargaining, health insurance, and pension issues. Responsible for matters before the NLRB and PERC. Performed extensive work related to labor grievance and interest arbitrations. Represented various municipalities in North and Central New Jersey. Firm acted as labor counsel to the New Jersey League of Municipalities.

**Assistant City Solicitor – City of Philadelphia - Philadelphia, Pennsylvania  
(1997-1998)**

In-house municipal attorney appointed by then Mayor Ed Rendell. Assigned to the Special Litigation and Labor Unit of the City Solicitor's Office. This unit was responsible for litigation involving employment matters, civil rights matters, and other complex litigation. Concentrated on labor relations and employment law matters for the City's 33,000+ employees, including some 5,000 police officers. Independently handled more than 100 disciplinary proceedings involving City employees. Obtained extensive experience in police internal affairs investigations and employment policies and procedure. Additionally, acted as counsel to the City's Labor Standards Bureau.

**EDUCATION**

Drexel University, Philadelphia, P.A. – B.S. in Business Administration (1994)

Rutgers University School of Law, Camden, N.J. – Juris Doctorate (1997)

**CERTIFICATIONS AND DESIGNATIONS**

Wagner National Labor Moot Court Participant

New Jersey Super Lawyers Rising Stars 2007, 2008, 2009, 2010

Regularly lectures and provides seminars on Labor and Employment matters

**PROFESSIONAL POSITIONS HELD**

City of Philadelphia – Intern, Mayor's Office of Labor Relations (Summer 1995)

City of Philadelphia – Law Clerk (Summer 1996)

City of Philadelphia – Assistant City Solicitor (1997-1998)

Acts or has acted as Labor Counsel and/or Special Counsel to over 20 New Jersey public entities including but not limited to; County of Cumberland, Township of Mt. Holly, Township of Medford, City of Wildwood, City of Bridgeton, Vineland Board of Education, City of Millville, Egg Harbor Township, County of Cape May, Cape May County Board of Social Services, Township of Lower, Borough of West Wildwood, Borough of Stone Harbor, Borough of Cape May Point, Borough of West Cape May, City of Wildwood, City of North Wildwood, Borough of Avalon, Borough of Wildwood Crest, Township of Dennis, and City of Northfield.

## **BAR ADMISSIONS**

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State of Pennsylvania (1997)

State of New Jersey (1998)

Federal District Court of New Jersey (1998)

## **REPORTED DECISIONS**

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Smith v. Exxon Mobil Corp, 374 F. Supp. 2<sup>nd</sup> 406 (D.N.J. 2005)

MICHAEL J. DONOHUE, ESQUIRE  
52 Tressler Lane  
Cape May Court House, New Jersey 08210  
(c)(609)780-6525  
email:Mike@blaneydonohue.com

**EDUCATION:** STETSON UNIVERSITY COLLEGE OF LAW, ST. PETERSBURG, FLORIDA  
JURIS DOCTOR, *CUM LAUDÉ*, SPRING 1994  
THE CATHOLIC UNIVERSITY OF AMERICA, WASHINGTON, D/C/  
B.A. WORLD POLITICS SPRING 1989  
THE INSTITUTE OF PUBLIC ADMINISTRATION, DUBLIN, IRELAND  
OVERSEAS PROGRAM OF CATHOLIC UNIVERSITY, FALL 1987  
SERVED AS LEGISLATIVE ASSISTANT TO MEMBER OF PARLIAMENT

**EMPLOYMENT:** **BLANEY & DONOHUE, PA-Partner/Shareholder 2012-**  
- SOLICITOR, TOWNSHIP OF DENNIS, JANUARY 2012-  
- SOLICITOR, TOWNSHIP OF LOWER, JANUARY 2011-2012  
- SOLICITOR, WOODBINE PORT AUTHORITY, WOODBINE, NJ 2009-  
- SPECIAL COUNSEL/PROSECUTOR, BOROUGH OF AVALON, NJ 2000-  
- BOROUGH SOLICITOR/PROSECUTOR, STONE HARBOR, NJ 2001-  
- COUNSEL TO THE CAPE MAY COUNTY CHIEFS OF POLICE 1998-2001  
**GRUCCIO, PEPPER, DESANTO & RUTH, VINELAND, NJ**  
ASSOCIATE, 2008-2011 --Handled clients developed in 14 years as sole practitioner  
**MICHAEL J. DONOHUE, ATTY. AT LAW, STONE HARBOR, NEW JERSEY**  
OWNER, PRESIDENT 1994-2008  
GENERAL PRACTICE LAW FIRM HANDLING GOVERNMENTAL CLIENTS AND LITIGATION  
COUNCILMAN -- BOROUGH OF STONE HARBOR, NEW JERSEY 1998-2000  
CHAIRMAN OF BOROUGH PUBLIC WORKS COMMITTEE,  
MEMBER OF PUBLIC SAFETY AND UTILITIES COMMITTEES  
SINGLETARY AND SINGLETARY, TAMPA, FLORIDA  
LABOR LAW MEDIATION/ARBITRATION LAW CLERK, 1993-1994  
CENTER FOR DISPUTE RESOLUTION  
STETSON UNIVERSITY COLLEGE OF LAW, ST. PETERSBURG, FLORIDA  
LABOR LAW RESEARCH ASSISTANT 1992-1993  
MACLEAY, LYNCH, GREGG AND LYNCH, WASHINGTON, D.C.  
INSURANCE DEFENSE/PERSONAL INJURY LAW CLERK, SUMMER 1992  
ST. JOSEPH HIGH SCHOOL, ST. CROIX, US VIRGIN ISLANDS  
VOLUNTEER TEACHER, MOCK TRIAL CHAMPION COACH 1990-1991

**AWARDS:** AMERICAN JURISPRUDENCE BOOK AWARD  
HIGHEST GRADE: COMMERCIAL TRANSACTIONS, FALL 1993  
HONORABLE NATHAN STALLER LAW SCHOLARSHIP -- 1991

**AFFILIATIONS:** CHAIRMAN, CAPE MAY COUNTY REGULAR REPUBLICAN ORGANIZATION 2010-  
KINIGHTS OF COLUMBUS, 2009-  
COACH, DENNIS TOWNSHIP RECREATION, SOFTBALL/SOCCER 2004-2008  
PARISH COUNCIL PRESIDENT, ST. PAUL RC CHURCH, 200-2004

**WRITINGS:** "ALL ABOARD: CAN CARICM HOP THE NAFTA TRAIN."  
ANALYSIS OF CARIBBEAN ENTRY INTO NAFTA  
©1994 WEST INDIAN LAW JOURNAL, JAMAICA, WEST INDIES  
HARBOR TALES: Stories from Stone Harbor ©1994-  
DRAMATIZED AUTOBIOGRAPHY OF STONE HARBOR CHILDHOOD

**VITALS:** BORN: April 14, 1967, Cape May Court House, NJ  
MARRIED: Jeannemarie Dewey 1997. Three children.

6 HATTERAS DRIVE • CAPE MAY, NJ 08204  
609-602-6192 • KYLEWEINBERG@YAHOO.COM

# KYLE WEINBERG, ESQ

## Admissions

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New Jersey Supreme Court	February 2013
United States District Court for the District of New Jersey	July 2014

## Education

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Barry University School of Law, Orlando, FL  
Juris Doctor, May 2012  
*Awards:* Book Award, Entertainment Law (Spring 2011)  
Bluebook Citation (Fall 2010)

Arizona State University, Tempe, AZ  
Bachelor of Science, Justice Studies and Social Inquiry, May 2007  
*Activities:* Pi Kappa Alpha Fraternity (2004-2007)

## Experience

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Robinson Andujar Robinson, LLC Associate Attorney	Millville, NJ September 2013-Present
Extensive experience in Municipal, Criminal, and Landlord/Tenant Courts from complaint stage through trial. Established a growing book of business and relationships with clients.	
Fifth Judicial Circuit Court Summer Clerkship	Ocala, FL August 2011
Worked alongside Judge Frances King in the Civil Division. Reviewed motions submitted to the court and drafted orders in accordance with Florida Law.	
Trained as a County Court Mediator Student	Orlando, FL Summer 2011
Completed a semester long course learning specific negotiation and mediation strategies. Eligible to be certified as a County Court Mediator in Orange County but chose not to because of my move back to New Jersey.	
Cape May County Prosecutor's Office Summer Intern	Cape May, NJ August 2010
Reviewed case files, observed victim/witness interviews. Developed familiarity with: Drug Court, Adult and Juvenile Criminal Court, Meghan's Law and Victim Protection Programs.	

## Activities and Achievements

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New Jersey State Bar Association, Member	2013-Present
Cumberland County Bar Association, Member	2014-Present
American Bar Association, Member	2010-Present

**JOHN R. DOMINY, ESQUIRE**  
609-435-5368 (WORK) ■ john@blaneydonohue.com

**Curriculum Vitae**

**EXPERIENCE**

*Attorney, Blaney & Donohue, P.A., 3200 Pacific Avenue, Suite 200, Wildwood, NJ 08260.*  
2011.

*Attorney, Gruccio Pepper DeSanto & Ruth, P.A., 817 E. Landis Avenue, Vineland, NJ 08362.*  
2011-2014

*Attorney, Solo Practice, Woodbury NJ, 08096. 2005 -- 2011.*

*Director of Human Resources / Corporate Counsel, J. Ambrogi Food Distribution, Inc., Thorofare, NJ,*  
January 2004 – July 2005

*Attorney, Schall & Barasch, L.L.C., Moorestown, NJ, 2001 – 2003*

*Human Resources Manager, Comar, Inc., Buena & Vineland, NJ, 1997 to 2000*

*Human Resources professional – 1988 to 1997*

**EDUCATION**

**Rutgers School of Law - Camden, New Jersey**

Juris Doctor, May 2002

GPA: 3.3

- Teaching Assistant - Legal Research and Writing / Moot Court 2000-2001
- Recipient of the 2002 American Bar Association and The Bureau of National Affairs Award for Excellence in the Study of Labor and Employment Law

**University of Delaware, Newark, Delaware**

Bachelor of Arts, *cum laude*, May 1987

**PROFESSIONAL LICENSES AND ASSOCIATIONS**

*Member:*

- National Employment Lawyers Association – NJ (NELA-NJ)
- Wenonah Board of Education (2006-2009)
- Wenonah Borough Council (2009-present), Council President (2012-present)

*Adjunct Professor:*

- 2007 to present - Rowan University, College of Business.
  - Legal Aspects of Human Resources;
  - Labor Law;
  - Legal Environment of Business

*Professional Licenses:*

- Admitted to practice law in the State of New Jersey, Federal Eastern District of Pennsylvania, Federal District of New Jersey, and the Commonwealth of Pennsylvania, 2002 to present

## **FRANK GUARACINI, III**

*Blaney & Donohue, P.A.*

*3200 Pacific Avenue, Suite 200 · Wildwood, New Jersey 08260  
T(609) 435-5368 · F(609) 435-5473 · Email: FGuaracini@gmail.com*

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### BAR ADMISSIONS

- New Jersey State Bar (admitted December, 2005)
- United States District Court for the District of New Jersey (admitted December, 2005)

### PROFESSIONAL EXPERIENCE

**BLANEY & DONOHUE, P.A., Wildwood, New Jersey**

**Attorney, Of Counsel**

February 2012 - Present

- Acted as Municipal Prosecutor for the Boroughs of Avalon and Stone Harbor, including making court appearances, plea bargaining traffic and criminal cases, preparing briefs, arguing motions, trying cases, and arguing Municipal Court appeals.
- Engaged in all aspects of civil litigation with a focus on employment litigation, personal injury, and landlord-tenant disputes.

**FRANK'S REALTY COMPANY; VINELAND REGIONAL TRANSPORTATION CENTER;  
AND SHOPRITE LIQUORS, WINE & SPIRITS, Vineland, New Jersey**

**In-House Corporate Counsel; Manager**

March 2011 - Present

- Provided legal counsel on employment related matters, including wage and hour compliance, and the hiring, disciplining and termination of employees.
- Analyzed and reported on tort/negligence liability exposure, litigation strategies, forecasts, and outcomes; monitored and oversaw all insurance defense counsel in tort litigation.
- Negotiated and prepared commercial leases, and resolved contractual disputes with tenants.
- Interpreted and ensured compliance with State and local regulations governing the sale of alcoholic beverages.
- Prepared and implemented weekly budgets; developed and implemented marketing strategies, including the designing of newspaper and circular advertisements; and interviewed prospective hires and provided hiring recommendations.

**GRUCCIO, PEPPER, DE SANTO & RUTH, P.A., Vineland, New Jersey**

**Attorney, Litigation Group**

September 2006 - December 2010

- Engaged in all aspects of civil litigation with a focus on employment litigation, landlord-tenant disputes, and Municipal Court; supported the firm's personal injury and insurance defense practices; and provided emergent counsel to the local Adult Protective Services provider.
- Conducted investigations and prosecutions of employee misconduct on behalf of private and government employers, including internal affairs investigations of police misconduct; and testified as an investigator in employment disciplinary hearings.

- Solely responsible for completion of the firm's criminal and family law pro bono assignments.

**STATE OF NEW JERSEY, Freehold, New Jersey**

**Judicial Law Clerk to Honorable Paul F. Chaiet, J.S.C. August 2005 - August 2006**

- Conducted extensive research in areas of criminal law and defenses.
- Authored bench memoranda and assisted in preparing decisions in pretrial and post trial motions.
- Assisted in preparing judicial decisions in Municipal Court appellate cases.
- Trained as a court-appointed mediator and mediated Small Claims civil cases.

**EDUCATION**

**WIDENER UNIVERSITY SCHOOL OF LAW, Wilmington, Delaware**

**Juris Doctorate, Cum Laude (awarded May, 2005)**

- Member, Widener Law Review editorial staff.
- Member, Alternative Dispute Resolution Society Competition Committee.
- Studied Comparative Criminal Law at the University of Technology Sydney, Australia.
- Received Certificates of Achievement for outstanding academics in Civil Procedure and Legal Methods.

**RIDER UNIVERSITY, Lawrenceville, New Jersey**

**Bachelor of Science in Business Administration, Cum Laude (awarded May, 2002)**

**VOLUNTEER ACTIVITIES**

**CHRIST THE GOOD SHEPPARD PARISH, Vineland, New Jersey**

**Good Sheppard Family Celebration**

**March 2012 and 2013**

- Member, Decorations Committee
- Member, Food and Entertainment Committee

**Grand Portfolio Wine and Spirits Fest**

**November 2011, 2012, and 2013**

- Member, Decorations Committee
- Member, Food and Entertainment Committee

# FORMS

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF CAPE MAY

I, BLANEY & DONOHUE, PA of the Township of City of Wildwood  
(Partnership, Corporation, Individual, LLC)

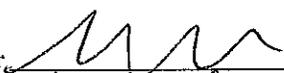
\_\_\_\_\_ in the County of Cape May

and the State of New Jersey, of full age,  
being duly sworn according to law on my oath depose and say that:

I am President of the firm of Blaney & Donohue, PA the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 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 State of New Jersey relies upon the truth of 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

William G. Blaney, Esquire (N.J.S.A. 52:34-15)  
(Name of Contractor)

Signature of Contractor: 

Subscribed and Sworn to 

before me this 10th day

of December 2014,

Tabitha Cossaboon  
(Also type or print name of affiant under signature)

Notary Public of New Jersey

My Commission Expires: / TABITHA COSSABOON  
A Notary Public of New Jersey  
My Commission Expires 4/30/2016

**PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31, et seq. & N.J.A.C. 17:27**

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et. seq. as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
  - (5). If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31, et. seq.
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

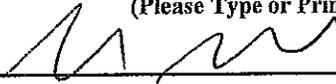
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (CONTINUED)**

**N.J.S.A. 10:5-31, et seq. & N.J.A.C. 17:27**

- (ii). If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA-201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.
- (D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

Submitted by: Blaney & Donohue, PA  
(Name of Firm)

Name: William G. Blaney, Esquire  
(Please Type or Print)

Signature: 

Title: President

Dated: 12/10/14

PLEASE EXECUTE THIS REQUIRED FORM & SUBMIT WITH THE BID PACKAGE

**AFFIRMATIVE ACTION REGULATION COMPLIANCE NOTICE**

Re: Affirmative Action Regulations P.L. 1975, C. 127

Procurement and Service Contractors

"Bidders are required to comply with the requirements of P.L. 1975, C. 127."

A. CONTRACTORS/VENDORS

1. Contractors and/or vendors will submit with the signed proposal Affirmative Action evidence. The Affirmative Action evidence shall be in one of the following forms.
  - a. An existing federally approved or sanctioned affirmative action program.
  - b. A Certificate of Employee Information Report from the Treasurer Office of the State of New Jersey.
  - c. If the Contractor/Vendor cannot present "a" or "b" the Contractor/Vendor is required to submit a completed Employee Information Report (Form AA-302). This form will be made available to Contractor/Vendor by the Township of Lower within seven (7) days after notification of intent to award the contract or receipt of the contract, whichever is sooner.

**THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL PROSPECTIVE BIDDERS:**

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES \_\_\_\_\_ NO   X  

2. Do you have a State Certificate of Employee Information Report Approval?

YES   X   NO \_\_\_\_\_

- a. If yes, please submit a photocopy of such Certificate of Employee Information Report with this proposal.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, C. 127 and agrees to furnish the required documentation pursuant to the law.

CONTRACTOR/VENDOR: \_\_\_\_\_

(Signature)

President

(Title)

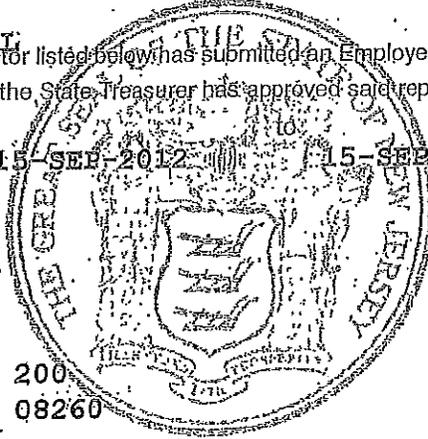
**Note:** A Contractor's bid shall be rejected as non-responsive, if a contractor fails to comply with the requirements of P. L. 1975, C.127

Certification

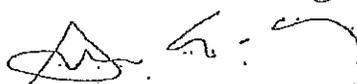
**CERTIFICATE OF EMPLOYEE INFORMATION REPORT 49384**

~~INITIAL~~  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2012 to 15-SEP-2019



BLANEY & DONOHUE PA  
3200 PACIFIC AVE. STE 200  
WILDWOOD NJ 08260



Andrew P. Sidamon-Eristoff  
State Treasurer

APPENDIX A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
(MANDATORY AFFIRMATIVE ACTION LANGUAGE)  
(MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE)  
Goods, Professional Service and General Service Contracts

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Contractor: Blaney & Donohue, PA

Address 3200 Pacific Ave, ST. 200, Wildwood, NJ 08260

Signature 

Date: 12/10/14

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

The contractor and the **TOWNSHIP OF LOWER**, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

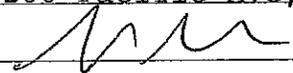
The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the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

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Contractor: Blaney & Donohue, PA

Address 3200 Pacific Ave, St. 200, Wildwood, NJ 08260

Signature 

Date: 12/10/14

**LOWER TOWNSHIP  
2600 BAYSHORE ROAD  
VILLAS, NJ 08251  
(609) 886-2005**

**AFFIDAVIT OF PAY-TO-PLAY COMPLIANCE**

The Undersigned, being duly sworn, of full age according to law, upon my oath, depose and say:

1. I am a duly authorized representative of (the "Business Entity"), which for the purposes of this Affidavit includes all entities of which the Business Entity owns, directly or indirectly, a more than 50% equity interest.

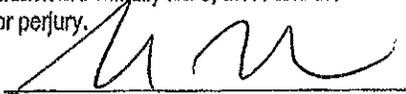
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

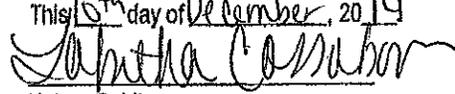
3. In accordance with Lower Township Ordinance No. 2004-10 (the "Pay-to-Play Ordinance"), I am making this Affidavit under penalties of perjury to represent to the Township of Lower that neither I nor the Business Entity have made any political contributions in violation of Section 95-2 of the Pay-to-Play Ordinance.

4. Also in accordance with the Pay-to-Play Ordinance, I am disclosing that the following represents all of the contributions that were made by the Business Entity and, to the best of my knowledge, all principals owning 10% more of the Business Entity's equity, their respective spouses, and all of the Business Entity's employees and officers and their respective spouses, to all New Jersey State and County political party committees commencing on the later of the effective date of the Pay-to-Play Ordinance (October 4, 2004) or twelve (12) months from date of this Affidavit and ending on the date of this Affidavit:

	<u>Name of Organization</u>	<u>Amount</u>

4. I represent and acknowledge that I have received, read and fully understand the Pay-to-Play Ordinance and that my violation of the Pay-to-Play Ordinance will disqualify me and the Business Entity from receiving any additional contract from the Township of Lower for a period of four (4) years and, in the event any statements made in this Affidavit are willfully false, that I and the Business Entity would be subject to criminal prosecution for perjury.



Sworn and Subscribed before me  
This 10<sup>th</sup> day of December, 2014  
  
Notary Public

**TABITHA COSSABOON  
A Notary Public of New Jersey  
My Commission Expires 4/30/2016**

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

**Part I - Contractor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the business entity by the name Blaney & Donohue, PA 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 January 3, 2008 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Township of Lower, defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Thomas Conrad	
James Neville	Any present or future candidate committee or
Eric Simonsen	joint candidate committee or local political party
Norris Clark	committee formed for the election of members of
Michael E. Beck	the Lower Township governing body.

**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
William G. Blaney	1764 Adams Court, Turnersville, NJ
Michael J. Donohue	52 Tressler Lane, CMCH, NJ

**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: Blaney & Donohue, PA

Signed: \_\_\_\_\_ Title: President

Print Name: William G. Blaney Date: 12/10/14

Subscribed and sworn before me this <u>10<sup>th</sup></u> day of <u>December</u> , 20 <u>14</u> .	 (Affiant)
My Commission expires:	<u>Tabitha Cossaboon</u> (Print name & title of affiant) (Corporate Seal)

**TABITHA COSSABOON**  
 A Notary Public of New Jersey  
 My Commission Expires 4/30/2016

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:

BLANEY & DONOHUE PROFESSIONAL ASSOCIATION

ADDRESS:

3200 PACIFIC AVENUE  
WILDWOOD NJ 08260

EFFECTIVE DATE:

12/08/11

TRADE NAME:

SEQUENCE NUMBER:

630823

ISSUANCE DATE:

01/11/12

FORM BRC

10-2009-2008-06

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

Director  
New Jersey Division of Revenue

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 152  
TRENTON NJ 08646-0252



**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

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

**N.J.A.C. 17:27**

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, 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 applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Firm Name: Blaney & Donohue, PA

Name of Agent: William G. Blaney

Title: President

Date: 12/10/14

# CERTIFICATE OF INSURANCE

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

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

PRODUCER <b>Marsh &amp; McLennan Agency LLC</b> 510 Bank St., Suite 200 P.O. Box 477 Cape May, NJ 08204	CONTACT NAME: <b>Ginger O'Neal</b> PHONE (A/C, No, Ext): <b>609-884-8431</b> E-MAIL ADDRESS: <b>GONeal@mma-ne.com</b>	FAX (A/C, No): <b>866-795-0942</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Sentinel Insurance Company Ltd</b> NAIC # <b>11000</b> INSURER B : <b>Hartford Casualty Insurance Co</b> <b>29424</b> INSURER C : <b>Markel Insurance Company</b> <b>38970</b> INSURER D : <b>Scottsdale Insurance Company</b> <b>41297</b> INSURER E : INSURER F :	
INSURED <b>Blaney &amp; Donohue, PA</b> 3200 Pacific Ave 2nd floor Wildwood, NJ 08260		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			13SBMTC1024	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
	DED		RETENTION \$				AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13WBCBJ5557	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
C	Professional			LA301175	01/01/2014	01/01/2015	\$1,000,000 per claim \$3,000,000 aggregate
D	Property			CPS1861794	01/01/2014	01/01/2015	\$50,000 Contents

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

**Evidence of Insurance**

First Supplemental Name applies to all policies - Blaney & Donohue, PA

**CERTIFICATE HOLDER**

Blaney & Donohue, PA  
 3200 Pacific Ave 2nd floor  
 Wildwood, NJ 08260

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Wm. C. Cilento*