

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

RESOLUTION #2015-01

TITLE: APPOINTMENT OF MUNICIPAL 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 three (3) proposals; and

WHEREAS, the Township has determined and certified in writing that the value of the contract will exceed \$17,500; and,

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

WHEREAS, David A Stefankiewicz of Stefankiewicz & Barnes, LLC, has submitted a proposal indicating that he will provide the goods or services described hereinabove at a price of \$28,000 per annum for attendance at meetings plus all other services to be billed at \$115.00 per hour for a total price not to exceed \$99,000.00 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, David A Stefankiewicz 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 David A Stefankiewicz as Township Solicitor and approves the contract with Stefankiewicz & Barnes 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			
SIMONSEN	X		X			
CLARK				X		
BECK				X		



Stefankiewicz & Barnes, LLC

David A. Stefankiewicz
dastefankiewicz@sbnlegal.com

111 East 17th Street, Suite 100
North Wildwood, NJ 08260
Telephone: 609-729-5250
Facsimile: 609-729-0954
www.sbnlegal.com

December 23, 2014

Margaret Vitelli, Purchasing Agent
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251
HAND DELIVERED 12-23-14

Re: Proposal for 2015 Lower Township Municipal Solicitor

Dear Ms. Vitelli:

Please accept this letter along with the enclosures as formal application for the position of Lower Township Municipal Solicitor for 2015. In accordance with the Request for Proposal, I am enclosing herein the following documents for the Township's consideration:

1. My current resume;
2. Resumes of Jeffrey P. Barnes, Esquire and Robert J. Belasco, Esquire;
3. References;
4. Law firm's Business Registration Certificate of Good Standing;
5. My Certificate of Good Standing from the New Jersey State Bar;
6. My Certificate of Good Standing from the Federal Bar;
7. Certificate of Insurance;
8. Fee Proposal & 2015 Rate Schedule;
9. Proposed Contract for Professional Services;
10. Name and Location of Firm;
11. Contact Information;
12. Office Staffing Plan and Resources;
13. Executed Non-Collusion Affidavit;
14. Executed Mandatory Equal Employment Opportunity Form;
15. Executed Affirmative Action Regulation Compliance Notice;
16. Executed Appendix A Mandatory Affirmative Action Form;

18. Executed Affidavit of Pay to Play Compliance;
19. Completed Business Entity Disclosure Certification; and
20. Mandatory Equal Employment Opportunity Form-Exhibit A.

Pursuant to the aforementioned documents and the bid requirements, it is contemplated that I will personally serve in the capacity of Lower Township's Solicitor if the position is awarded to me. However, pursuant to the proposed Contract, Jeffrey P. Barnes, Esquire and Robert J. Belasco, Esquire as well as my paralegals and other office staff will perform services from time to time as required by the position.

All lawyers in my firm are licensed attorneys in the State of New Jersey and are in good standing. All are covered by our firm's malpractice insurance and all other insurances referenced in the specifications. As outlined in my resume, I have been actively practicing law for over 25 years and have held numerous municipal and governmental positions including but not limited to serving as the Solicitor for the Lower Township Municipal Utilities Authority ("LTMUA"), Solicitor for the Borough of West Cape May, Special Litigation Counsel for the New Jersey Highway Authority, Municipal Prosecutor for the City of Wildwood, North Wildwood and the Borough of West Wildwood. Additionally, I currently serve as the Solicitor for the Middle Township Planning Board and the West Wildwood Zoning and Planning Board.

My partner, Jeffrey P. Barnes, Esquire has also served as the Solicitor for the LTMUA and as the West Cape May Solicitor. For several years, Mr. Barnes specialized in defense of ACJIF matters and is very experienced in defending all types of claims. He is also an experienced municipal attorney and an able practitioner in the areas of law involving the Township.

Up until we hired him a few months ago, our associate Robert J. Belasco, Esquire was employed by the New Jersey State Judiciary for approximately one year. Since he has come on board with my firm, he has personally handled many types of cases and has collaborated with Mr. Barnes and I in connection with some of our more complex cases. Suffice it to say, he is a bright and energetic young lawyer with a tremendous future.

Notably, my law firm and I have extensive litigation experience and have handled a variety of cases including those involving complex civil, family and criminal litigation, insurance defense, state and federal civil rights cases, discrimination actions, labor law and arbitration, contract law, CEPA claims, and just about every other type of case litigated in the New Jersey Court system. In fact, I have more or less specialized in litigation practice (in addition to representing public entities) throughout my career and have probably tried or litigated to conclusion more than a thousand cases. Consequently, I am very well versed in all the areas of practice required by the position of Township Solicitor.

My firm's support staff members are all experienced in dealing with municipal entities and complex litigation. This includes our secretaries and paralegals. They too are efficient, responsive and dedicated and will be a tremendous asset in my service to the Township.

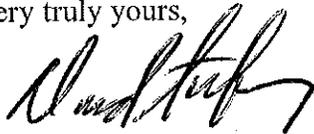
Finally, all members of my law firm have knowledge and experience of the Lower Township government and the services required. In addition to serving as the solicitors for the LTMUA for many years, my firm also has a large client base residing in the Township. Likewise, I regularly practice in Lower Township. Previously, I was a resident in the Township. As such, I have stayed abreast of the events and happenings in Lower Township over the years.

My proposal provides that I will receive a salary (without benefits) of \$28,000.00 per annum which would cover attendance at all work sessions, and regular and special Council meetings. All other services will be billed at a rate of \$115.00 per hour not to exceed \$99,000.00 per annum. Our firm shall also be reimbursed for fees and costs such as filing fees, postage, photocopying and the like. (See proposed Contract for the specifics.)

Based upon the foregoing, I am confident that I can provide stellar service to the Township should I be selected to serve as the Solicitor.

Thank you for your kind attention and consideration with respect to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "David A. Stefankiewicz". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping tail.

David A. Stefankiewicz

DAS/mvk

DAVID A. STEFANKIEWICZ

749A West Pine Avenue
North Wildwood, NJ 08260
(609) 602-5040
dastefankiewicz@snblegal.com.

PROFESSIONAL EXPERIENCE

Stefankiewicz & Barnes, LLC, North Wildwood, NJ Partner, July 2001 to Present

Founder of three (3) member law firm.
Specializing in complex criminal, civil, family and land use cases.
Trial counsel for all firm's litigation cases.

Law Offices of David A. Stefankiewicz, P.C., Wildwood, NJ Sole Practitioner, January 1990-June 2001

Solo practice concentrating in litigation, as well as
general business, municipal and land use law.
Clients included the New Jersey Highway Authority, the New Jersey
State Police (civil defense) and the Lower Township Municipal
Utilities Authority.

Law Offices of Richard Rueda, P.C., Philadelphia, PA Associate, Corporate, Labor and Business Group February 1987-September 1989

Corporate, labor, contract, business and real estate law.
Clients included Strawbridge & Clothier, Limited Corp.,
TransFreight Systems and numerous national and international
warehousing and transportation companies.

Panny, Switzer & Krattenmaker, Marmora, NJ Associate, December 1985-February 1987

General practice of law including litigation, land use, real estate and general business law.

Lower Township Municipal Utilities Authority, Lower Township, NJ Solicitor, February 1999-December 2003

Borough of West Cape May, West Cape May, NJ Solicitor, August 2003-June 2005

City of North Wildwood, North Wildwood, NJ Prosecutor, December 1993-July 2000

City of Wildwood, Wildwood, NJ Prosecutor, July 1995-January 2000

Borough of West Wildwood, West Wildwood, NJ Prosecutor, May 1996-August 2000

**Middle Township Planning Board
Solicitor, January 2012- to present**

**West Wildwood Zoning and Planning Board
Solicitor, June 2012 - present**

EDUCATION

**Widener University School of Law, Wilmington, DE.
Juris Doctor, May 1985**

**Marquette University, Milwaukee, WI.
Bachelor of Arts, May 1982**

BAR ADMISSIONS

**Commonwealth of Pennsylvania Bar
Member, 1985**

**New Jersey State Bar
Member, December 1985**

**Federal Court of New Jersey
Member, December 1985**

**Federal District Court for Eastern District of Pennsylvania
Member, October 1988**

MEMBERSHIPS – PAST AND PRESENT

**New Jersey State Bar Association
Cape May County Bar Association
Association of Trial Lawyers of America
Cape May County Union League
New Jersey Trial Lawyer's Association
Wildwood Optimist Club
Wildwood Golf and Country Club
New Jersey Association of Justice
Association of Criminal Defense Lawyers of New Jersey
National Association of Criminal Defense Lawyers**

VOLUNTEER WORK

**Coach, Wildwood High School Mock Trial Team, 1993-1998
Assistant Coach, Wildwood Catholic High School
Girl's Varsity Team, 1997-1998
Judge – Widener University Moot Court Honor Society
Wildwood Golf & Country Club, Board of Directors, 1997-2012 to present**

Jeffrey P. Barnes
111 East 17th Street, Suite 100
North Wildwood, New Jersey 08223
609 729-5250

EXPERIENCE:

STEFANKIEWICZ & BARNES

North Wildwood, New Jersey Partner May 2001 through present

Involved in virtually every aspect of real estate and land use law, including acquisitions, sales, leasing and financing of motels, restaurants, bars, businesses, office buildings and residential buildings, commercial and residential development, zoning and planning, drafting documents, contract negotiations, and contract disputes. Serve as the Solicitor and Special Solicitor of the Lower Township Municipal Utilities Authority ("LTMUA") for the last ten years.

- Provide legal representation to the LTMUA in all aspects of its operation.
- Involved in over one hundred land use and zoning applications on behalf of developers.
- Obtained practically every variance possible.
- Represented developers in all aspects of real estate development.
- Successfully litigated zoning appeals.
- Actively interacted in obtaining CAFRA approvals.
- Participated in numerous real estate tax assessment appeals.
- Involved in various multimillion dollar commercial loan transactions on behalf of investors.
- Prepared loan documents on numerous occasions for private lenders.
- Involved in commercial litigation related to real estate transactions.

YOUNGBLOOD, CORCORAN

Egg Harbor Township, New Jersey Litigation Associate May 1999 through April 2001

Assisted in representing insurance companies and individuals regarding insurance claims, commercial disputes, municipal governance issues, and contractual agreements.

- Successfully argued substantive and procedural motions.
- Deposed and defended witnesses at depositions.
- First and second chaired trials in New Jersey Superior Court.
- Prepared witnesses for trial, prepared pre-trial disclosures and trial briefs.
- Drafted substantive motions, pleadings, discovery demands and disclosures.
- Successfully negotiated settlement agreements.
- Conducted legal research.

STAGLIANO & DEWEESE

Wildwood, New Jersey Litigation Associate May 1997 through April 1999

Assisted in representation of individuals regarding commercial contract disputes, insurance claims and overall general litigation.

- Successfully argued procedural motions.
- Drafted motions, pleadings, discovery demands and disclosures and research memoranda.
- Conducted depositions.

EDUCATION:

ROGER WILLIAMS UNIVERSITY SCHOOL OF LAW Bristol, Rhode Island
Juris Doctorate, May 1996

CABRINI COLLEGE Radnor, Pennsylvania

Bachelor of Science with a double major in Business Administration and Marketing and a minor in Finance, Dean's List and Two Time Bill Bradley Academic All American

ROBERT T. BELASCO JR.

609-600-7070 – robert.belasco@gmail.com

112 E. Rambler Road

Wildwood Crest, New Jersey 08260

BAR ADMISSION

Licensed to practice law in the state of New Jersey, June 2014.

EXPERIENCE

SUPERIOR COURT OF NEW JERSEY, ATLANTIC AND CAPE MAY COUNTIES Sept 2013 – Aug 2014

Law Clerk to the Presiding Judge of the Family Part, Nancy L. Ridgway, P.J.F.P.

- Conducted extensive legal research • Prepared Court orders, memorandum of decisions, and opinions
- Communicated with and assisted self-represented litigants and attorneys on a daily basis • Processed incoming motions, adjournment requests, and legal correspondence • Developed a proficient understanding of the matrimonial and children-in-court dockets •

STAGLIANO, DEWEESE, & FUSCELLARO, Wildwood, New Jersey

June 2011 – Aug 2011

Legal Intern

- Conducted legal research on various criminal, family, and civil legal issues • Prepared inter-office memorandum, legal briefs, and collection letters • Observed practicing attorneys in an office setting and during civil, family, and criminal Court proceedings • Assisted with client intake process •

DOGTOOTH BAR AND GRILLE, Wildwood, New Jersey

May 2010 – Aug 2013

Bartender

- Developed and honed communication skills • Interacted and addressed the needs of patrons • Inventory Management • Assisted in the training of new bartenders and staff • Efficient in a high pressure environment •

BELASCO PLUMBING AND HEATING, Wildwood, New Jersey

Oct 2009 – Aug 2010

Apprentice Plumber

- Serviced properties and businesses of a regular customer base • Responsible for preparing weekly payroll
- Managed complex plumbing and heating issues • Managed the Accounts Receivable and Accounts Payable ledgers • Adapt to unexpected developments • Work well in a fast-paced team environment •

WILDWOOD CREST BEACH PATROL, Wildwood Crest, New Jersey

June 2004 – Aug 2008

Senior Lifeguard

- Certified first-responder • Certified in CPR • React quickly and efficiently to emergency situations • Participated in open water rescues • Responsible for maintaining peace and safety for beachgoers • Make split second decisions with major real-world implications • Cooperate and communicate with other lifeguards •

EDUCATION

WIDENER UNIVERSITY SCHOOL OF LAW, Wilmington, Delaware

Juris Doctorate, May 2013

- Phi Alpha Delta legal fraternity

SAINT JOSEPH'S UNIVERSITY, Philadelphia, Pennsylvania

Bachelor of Science in Pharmaceutical Marketing, May 2008

REFERENCES

Kevin Lare, Commissioner
Township of Lower
2600 Bayshore Road
Villas, NJ 08251
Phone: 609-886-2005

Daniel Lockwood, Committeeman
Middle Township
33 Mechanic Street
Cape May Court House, NJ 08210
Phone: 609-465-8732

Christopher Fox, Acting Mayor
Boro of West Wildwood
701 W. Glenwood Avenue
West Wildwood, NJ 08260
Phone: 609-522-4845

Patrick Rosenello, Mayor
City of North Wildwood
10th and Atlantic Avenues
North Wildwood, NJ 08260
Phone: 609-522-2030

Ernie Troiano, Jr., Mayor
City of Wildwood
4400 New Jersey Avenue
Wildwood, NJ 08260
Phone: 609-522-2444

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

STEFANKIEWICZ BARNES LLC

0400045671

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on January 4, 2004.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*Jeffrey P. Barnes, Esquire
111 East 17th Street
North Wildwood, NJ 08260*



Certification# 134559276

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
17th day of December, 2014*

*Andrew P Sidamon-Eristoff
State Treasurer*

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Supreme Court of New Jersey



Certificate of Good Standing

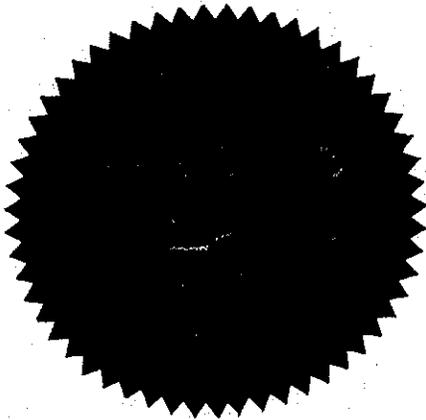
This is to certify that **DAVID A STEFANKIEWICZ**
(No. **033981985**) was constituted and appointed an Attorney at Law of New Jersey on **December 23, 1985** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its 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
17TH day of December, 20 14

A handwritten signature in black ink, appearing to read "Mark R. ...", written over a horizontal line.
Clerk of the Supreme Court



Certificate of Good Standing



United States of America District of New Jersey

I, *WILLIAM T. WALSH*, Clerk of the United States District Court for the District of New Jersey, do hereby certify that:

David A. Stefankiewicz

was duly admitted to practice in said Court as of December 23, 1985, and is in good standing as a member of the Bar of said Court.

*Dated at Trenton, New Jersey
on: December 17, 2014*



WILLIAM T. WALSH, CLERK

By *Crystal Shanklin*
Crystal Shanklin, Deputy Clerk

*U. S. District Court for the District of New Jersey does not entertain a grievance committee.
Contact Board of Bar Examiners, New Jersey State Supreme Court.*



PROASSURANCE
Treated Fairly

LawyerCare
Professional Liability Coverage
for Lawyers and Law Firms

DECLARATIONS

Policy Number LP60247-06 **Issuing Company:** ProAssurance Casualty Company
PO Box 150, Okemos, MI 48805

<p>1 First Named Insured and Address</p> <p>Stefankiewicz & Barnes, LLC 111 East 17th Street, Suite 100 North Wildwood NJ 08260</p>	<p>2 Policy Period</p> <p>Effective Date: 08/10/2014 Expiration Date: 08/10/2015 Retroactive Date: 08/10/2005 12:01 A.M Standard Time at the address of the Named Insured as stated herein.</p>
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3 Producer
ProLawyer Insurance, LLC
PO Box 1657, Newtown, PA 18940

4 Limit of Liability

\$1,000,000	Each Claim
\$2,000,000	Aggregate

5 Deductible

\$5,000	Each Claim
N/A	Aggregate

6 Premium **NJ PLIGA**

\$16,495	\$148.00
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7 Forms Attached at Issue

LCP100 02 12	LCP501-NJ 06 12	LCP600 02 12	LCP223 02 12
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FEE PROPOSAL & 2015 RATE SCHEDULE

I shall perform the duties of the Lower Township Solicitor in accordance with this fee proposal and as more fully reflected in the proposed Contract for Professional Services. I shall attend all work sessions and regularly and specially scheduled Council meetings for the salary of Twenty Eight Thousand (\$28,000.00) Dollars per annum. This employment shall not include employee benefits.

All other legal services required shall be compensated at the rate of One Hundred and Fifteen (\$115.00) Dollars per hour for an annual amount not to exceed Ninety-Nine Thousand (\$99,000.00) Dollars. To the extent that Jeffrey P. Barnes, Esquire or Robert J. Belasco, Esquire performs services, they shall do so in accordance with this fee structure.

Any paralegal(s) performing services hereunder shall be compensated at the rate of Fifty-Five (\$55.00) Dollars per hour.

The Solicitor/Law Firm shall be reimbursed for costs and expenses for filing fees, postage, mailings including overnight courier delivery, and for photocopying at the rate of \$0.20 per page.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the 6th day of January, 2015, by and between **THE TOWNSHIP OF LOWER, A MUNICIPAL CORPORATION** of the State of New Jersey (hereinafter referred to as "Township") and **DAVID A. STEFANKIEWICZ, ESQUIRE**, an attorney-at-law of the State of New Jersey (hereinafter referred to as "Township Solicitor"), of the Law Firm of Stefankiewicz & Barnes, LLC (hereinafter, referred to as the "Law Firm"), having an office at 111 E. 17th Avenue, Suite 100, North Wildwood, New Jersey 08260.

WITNESSETH

WHEREAS, pursuant to Resolution adopted by the Township Council on the 5th day of January 2015, David A. Stefankiewicz, Esquire, was appointed Township Solicitor for the Township of Lower; and

WHEREAS, said appointment was made in accordance with the provisions of the Local Public Contracts Law of the State of New Jersey under the Fair and Open Process which requires the execution of a written contract; and

WHEREAS, the Township Solicitor hereby represents that both he and his law firm are in good standing with the State of New Jersey and are authorized to practice law and do business therein; and

WHEREAS, the Chief Financial Officer of the Township of Lower has certified the availability of funds for the purposes hereof through an adequate appropriation in the municipal budget for the current year; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **APPOINTMENT:** The Township hereby employs David A. Stefankiewicz, Esquire, as its Township Solicitor until December 31, 2015 or until such time as a successor is appointed after the one (1) term of this Contract has ended.

2. **COMPENSATION:** Township shall pay to the Township Solicitor the sum of Twenty-Eight Thousand (\$28,000.00) Dollars payable in equal bi-monthly amounts as basic compensation to attend work sessions and regular and special meetings of Council which services do not constitute and are exempt from billable legal services as defined in the following Section.

3. **BILLABLE LEGAL SERVICES:** All other legal services performed by the Township Solicitor on behalf of the Township shall be billable at the billing rate set forth herein with the exception of those set forth in the preceding Section 2. These legal services include but are not limited to preparation and review of Resolutions and Ordinances as necessary; receiving, reviewing, responding, consulting and advising the Township and its representatives on legal matters; drafting and addressing all correspondence pertaining to the Township's day-to-day legal affairs and responding to all questions from Council, the Mayor and the Township Manager and such other Township officers, employees and agents related to the governance of the Township; reviewing legal issues and providing advice as to applicable privileges and/or legal requirements relevant to such items; assisting the Township Clerk/Manager in connection with duties under the Open Public Records Act and all other laws governing the operation of the Township; reviewing, researching and rendering written and/or verbal legal opinions that the Township may require on matters related to governance or legal affairs of the Township; reviewing all documents related to bonding procedures and consulting with bond counsel; preparing as necessary and reviewing as to form and sufficiency all documents related to the public bidding process for Township projects and rendering opinions thereon for purposes of awarding

or rejecting bids; addressing questions of land use law from the Zoning officials; keeping abreast of current legal changes and issues affecting the Township; preparing and reviewing real estate documents including but not limited to deeds and easements on behalf of the Township; handling legal research projects; engaging in consultations with internal and outside professionals and/or agencies; dealing with the media on legal issues; attendance and/or participation at informal meetings, hearings, and/or information sessions on behalf of the Township and/or assisting the Township Manager in extraordinary matters outside of the day-to-day operation of the Township; representing the Township in all matters involving litigation and all other legal matters except for litigation and legal matters which require retention of a specialist(s) for which the Solicitor shall consult with the Township concerning choice of counsel and shall serve as the liaison between said counsel and the Township and review the performance of said counsel; apprise the Township of the status of litigation and legal matters; and otherwise performing all other obligations and duties requested by the Township or customarily performed by a municipal solicitor in the course of governmental business in the State of New Jersey. It is contemplated that from time to time the work required hereunder may be performed by the other attorneys in the Solicitor's law firm under the direction and supervision of the Solicitor.

The Township shall compensate the Township Solicitor for all services described in this Paragraph 3 at the rate of One Hundred Fifteen (\$115.00) Dollars per hour including work performed by any other attorney employed by his firm. These services shall be compensated on an hourly basis in increments of tenths of an hour. Billing in accordance with this Section shall not exceed Ninety-Nine Thousand (\$99,000.00) Dollars without the prior approval of the Township.

4. The Township shall have no responsibility to provide or pay for items generally regarded to be included in the overhead costs of a law practice.

5. The Township shall not be required to furnish any medical hospitalization or major medical coverage to the Township Solicitor.

6. The Township Solicitor shall provide his own professional liability and workmen's compensation insurance and shall provide same for any and all employees of his law firm.

7. The specific term of this agreement shall be for one (1) year from the date of the reorganization meeting in January 2015, until the first meeting of the Township Council in 2016, or until reappointment or until the appointment of a successor at the expiration of this Contract. This Agreement may be extended upon the written execution thereof by all parties and in accordance with the law.

8. Any controversy or claim arising out of or relating to the interpretation of this Contract shall be settled by arbitration in Cape May County under the laws of the State of New Jersey before an arbiter chosen by the American Arbitration Association; the decision of the arbitrator shall be final and binding upon both parties and any award made by the arbiter may be entered as a Judgment in any Court of competent jurisdiction.

9. This Contract has been awarded to David A. Stefankiewicz, Esquire, based on his merits and abilities to provide the goods and services as described herein. This Contract was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.5. As such, the undersigned does hereby attest that David A. Stefankiewicz, Esquire, his subsidiaries, assigns or principals controlling in excess of 10% of the company he works for 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 19:44A-16, in the one (1) year preceding the award of the Contract that would, pursuant to P.L. 2004, c. 19, affect his eligibility to perform this Contract, nor will he make a reportable contribution during the term of the Contract to

any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the Contract is awarded.

10. During the performance of this Contract, the Township Solicitor agrees as follows:

a. The Township Solicitor 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 or sex. The Township Solicitor 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 or sex. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Township Solicitor 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 non-discrimination clause.

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

c. The Township Solicitor or subcontractor where applicable, will send to each labor union or representative of 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 Township Solicitor's commitments under applicable law, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Township Solicitor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey ("Treasurer") pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

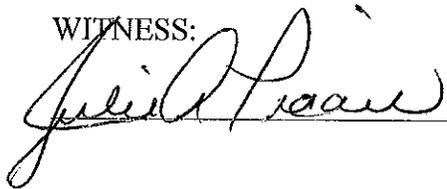
e. The Township Solicitor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

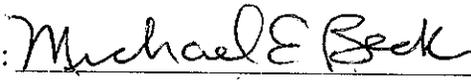
f. The Township Solicitor or subcontractor, where applicable agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

g. The Township Solicitor or subcontractor where applicable, 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 or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

h. The Township Solicitor or subcontractor, where applicable, shall furnish such reports or other documents to the a affirmative Action office as may be requested from time to time in order to carry out the purposes of the regulations of the Treasurer promulgated under P.L. 1975, c. 127, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conduction for a compliance investigation pursuant to Subchapter 10 of N.J.A.C. 17: 27.

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

WITNESS:


THE TOWNSHIP OF LOWER
By: 

WITNESS:


TOWNSHIP SOLICITOR
By: 

OFFICE STAFFING PLAN AND RESOURCES

Please be advised that our office is conveniently located at 111 East 17th Street, North Wildwood, New Jersey 08260. Our location, office layout and staffing is designed to serve our clients in the most competent, effective and professional manner, incorporating modern technologies with the personal benefits of a small law office. State of the art technology allows us to conduct legal research online, tapping into legal data bases that are available to many law offices. Our technology allows virtually unlimited access to these data bases so that online research does not subject our clients to additional costs.

Additionally, the firm employs a support staff of experienced legal secretaries, namely, Karen Axelsson, Kathleen Connelly, Paula Barnes and two paralegals; Maureen Karavangelos and Tina Cortes.

PLEASE EXECUTE THIS FORM & SUBMIT WITH THE BID PACKAGE

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey

COUNTY OF CAPE MAY

I, DAVID A STEFANKIEWICZ of the Township of N. 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 A PARTNER of the firm of STEFANKIEWICZ + BARNES, LLC 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

DAVID A. STEFANKIEWICZ of STEFANKIEWICZ + BARNES, LLC (N.J.S.A. 52:34-15)
(Name of Contractor)

Signature of Contractor [Handwritten Signature]

Subscribed and Sworn to me

before me this December 23rd day

of December, 2014

[Handwritten Signature]
(Also type, or print name of affiant under signature)

MAUREEN M. KARAVANGELOS

Notary Public of NOTARY PUBLIC OF NEW JERSEY

ID # 2433763

My Commission Expires 5/8/2018

My Commission Expires: _____

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

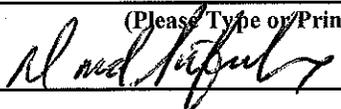
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (CONTINUED)

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: STEFANKIEWICZ + BARNIS, LLC
(Name of Firm)

Name: DAVID A. STEFANKIEWICZ
(Please Type or Print)

Signature: 

Title: PARTNER

Dated: 12, 22, 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 _____ NO X

- 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)

 PARTNER

(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

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: STEFANKIEWICZ + BARNIS, LLC

Address 111 EAST 17th STREET, N. WILDWOOD, NJ 08260

Signature *Alfred Kupulij*

Date: 12-22-14

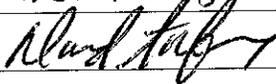
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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: Stefankiewicz + BARNIS, LLC
 Address 111 EAST 17th Street, N. Wildwood NJ 08260
 Signature 
 Date: 12-22-14

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.

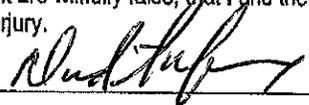
2. The Business Entity is seeking the award of a Professional Services Contract or Unspecifiable Services Contract pursuant to the exceptions from public bidding under Sections 5(1) of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq..

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>
		NONE

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 23rd day of December 2014


Notary Public

MAUREEN M. KARAVANGELOS
NOTARY PUBLIC OF NEW JERSEY
ID # 2433763

My Commission Expires 5/8/2018

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 Stefankiewicz + Barnes, LLC 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

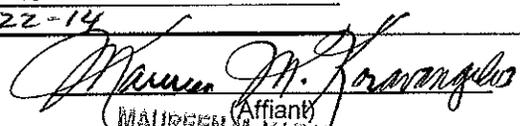
Name of Stock or Shareholder	Home Address
DAVID STEFANKIEWICZ	749A WEST PINE AVENUE, N. WILWOOD NT 08260
JEFFREY P. BARNES	14 STAGE COACH ROAD, MANMORA, NJ 08223

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: Stefankiewicz + Barnes, LLC
 Signed: David Stefankiewicz Title: PARTNER
 Print Name: DAVID STEFANKIEWICZ Date: 12-22-14

Subscribed and sworn before me this 13 day of December, 2014.


 (Affiant)
 MAUREEN M. KARAVANGELOS
 (Print name & title of affiant) (Corporate Seal)
 ID # 2433763

My Commission expires: 3/31/2016

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: STEFINKIEWICZ + BARNES, LLC

Name of Agent: DAVID STEFINKIEWICZ

Title: PARTNER

Date: 12-22-14