

THIS AGREEMENT, made this 20th day of January, 2023 BY AND BETWEEN

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY,
a public corporation in the County of Morris and State of New Jersey, hereinafter referred to the "Authority",

AND

TRIMBOLI & PRUSINOWSKI, LLC with offices at 268 South Street, Morristown, New Jersey 07960, hereinafter referred to as "CONTRACTOR"

WITNESSETH:

For and in consideration of these presents, and their mutual promises and other good and valuable consideration in hand paid by one party to the other, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor agrees to provide Labor Counsel Services, relevant to Public Employment and Personnel Issues, to the Authority as more specifically set forth in the Proposal for Appointment ("Proposal"), dated January 3, 2023, incorporated herein by reference and made a part hereof for the period of January 1, 2023 to December 31, 2023.
2. Upon performance by Contractor, the Authority agrees to pay to Contractor in accordance with the terms and conditions set forth in said Proposal attached hereto and made a part hereof.
3. Termination - Either the AUTHORITY or the CONTRACTOR may terminate this Agreement without advance notice and effective immediately for cause which, on the part of the CONTRACTOR shall be for breach of the terms and conditions of this Agreement, and, on the part of the AUTHORITY, shall be for failure to make the payments under the terms of this Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to the other party. Upon delivery of such notice by AUTHORITY, CONTRACTOR shall immediately cease work and deliver to AUTHORITY all work in progress and return all

AUTHORITY Information and any AUTHORITY-owned materials and/or equipment. If the AUTHORITY exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that the AUTHORITY shall only be obligated to pay CONTRACTOR monies owed CONTRACTOR up to the time of termination for services actually performed.

4. 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.

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a

collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, said Authority has caused these presents to be signed by its Executive Director, and attested by its Secretary, and has caused its official seal to be affixed hereto and said Contractor has caused the corporate seal to be affixed and attested thereto, and these presents to be signed by its Partner, the day and date first above written.


ATTEST:

(SEAL) -

ATTEST: 

(SEAL)

KAMILAH A. MASSAQUOI
A Notary Public of New Jersey
My Commission Expires March 14, 2026

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

BY: 
JoAnn Mondsini, Executive Director

TRIMBOLI & PRUSINOWSKI, LLC

BY: 
Stephen Trimboli, Esquire



TRIMB-1

OP ID: RR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2022

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 have **ADDITIONAL INSURED** provisions or 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
The Vozza Agency
One Depot Square PO Box 100
Park Ridge, NJ 07656

201-573-1000

CONTACT NAME: Robin Rengstorff
PHONE (A/C, No, Ext): 201-573-1000 **FAX (A/C, No):** 201-307-8602
E-MAIL ADDRESS: rrengstorff@vozza.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Twin City Fire Insurance Compa**

29459

INSURER B : **Continental Casualty Company**

20443

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Trimboli & Prusinowski LLC
& Trim Pru Realty LLC
268 South Street
Morristown, NJ 07960

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			13 SBA AB2409	10/03/2022	10/03/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Emp Ben. \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			13 SBA AB2409	10/03/2022	10/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			13 SBA AB2409	11/03/2022	11/03/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13 WEC AD6F0J	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Lia.			596838740	10/27/2022	10/27/2023	Per Occ 1,000,000 Agg 2,000,000

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

CERTIFICATE HOLDER

EVIDENC

Evidence of Insurance

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.

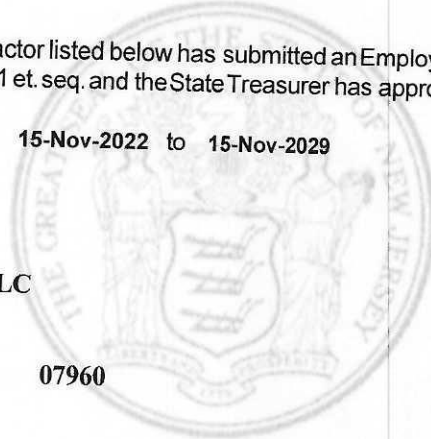
AUTHORIZED REPRESENTATIVE

Robin Rengstorff

CERTIFICATE OF EMPLOYEE INFORMATION REPORT Certification 42773
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2022 to 15-Nov-2029**

TRIMBOLI & PRUSINOWSKI, LLC
268 SOUTH STREET
MORRISTOWN NJ 07960



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

TRIMBOLI & PRUSINOWSKI, L.L.C.

ADDRESS:

268 SOUTH ST
MORRISTOWN NJ 07960

EFFECTIVE DATE:
10/17/08

TRADE NAME:

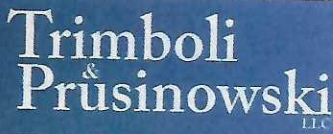
SEQUENCE NUMBER:
1443705

ISSUANCE DATE:
11/27/13

James G. Brown
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. If the assignee or transferee is not the assignor or transferor, the assignor or transferor shall be liable for the tax on the certificate. This certificate is void if the assignor or transferor is not the assignor or transferor. This certificate is void if the assignor or transferor is not the assignor or transferor. This certificate is void if the assignor or transferor is not the assignor or transferor.



www.trimprulaw.com

Please Respond to the New Jersey Office

January 3, 2023

Via electronic Mail

Ms. JoAnn Mondini
Executive Director
Rockaway Valley Regional Sewage Authority
RD#1, 99 Greenbank Road
Boonton, New Jersey 07005-9602

Re: Proposal for Appointment as Labor Counsel for 2023

Dear Ms. Mondini:

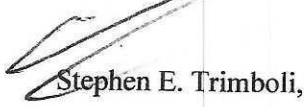
Please accept this letter as our proposal for service as Personnel and Labor Counsel to the RVRSA for calendar year 2023, which would entail general counseling concerning public employment and personnel issues as well as representation of the RVRSA in related litigation at the direction of the Authority. As discussed, we propose an hourly rate of \$230 for Partners and has been our practice in the past years, we will continue the rate of \$195.00 per hour for Associates, and \$115 per hour for Paralegals for the calendar year.

This proposal is consistent with the services that we have provided to the RVRSA previously. Also enclosed is the completed pay-to-play forms as required.

We hope that the Authority's Members find these terms acceptable and incorporate them into the professional services agreement.

Thank you for considering our firm for this appointment.

Respectfully yours,
Trimboli & Prusinowski, LLC


Stephen E. Trimboli, Esq.

Enclosures

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Trimboli & Prusinowski, 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 1, 2023 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Rockaway Valley Regional Sewerage Authority as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

SEE ATTACHED LIST	

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
Stephen Trimboli	36 Revolutionary Rd., Colts Neck, NJ
James Prusinowski	758 Prospect St., Maplewood, 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: Trimboli & Prusinowski, LLC

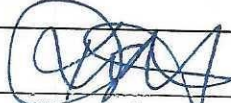
Signature of Affiant: _____ Title: Partner

Printed Name of Affiant: Stephen Trimboli Date: January 3, 2023

Subscribed and sworn before me this 3rd day of January, 2023

My Commission expires: _____

KAMILAH A. MASSAQUOI
 A Notary Public of New Jersey
 My Commission Expires March 14, 2026



 (Witnessed or attested by)

 (Seal)

Attachment to Business Entity Disclosure Certification
For Non-Fair and Open Contracts

For
Rockaway Valley Regional Sewerage Authority
2022-2023 List of Elected Officials pursuant to N.J.S.A. 19:44A-20.8

Newly Elected in *Bold*

Town of Boonton

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board of Aldermen:

Richard Corcoran Mayor

***Cyril Wekilsky**

John Meehan

Edina Renfro-Michel

Marie DeVenezia

***Daniel Balan**

Joseph Bock, Jr.

Michael Wade

***Benjamin Weisman**

Joe Fenske

Jim Lynch

Township of Boonton

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

Paul Allieri, Mayor

Brian Honan, Deputy Mayor

William Klingener

Thomas Donadio

Thomas SanFilippo, Jr.

Township of Denville

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Thomas W. Andes, Mayor

John Murphy

Gary Borowiec

Glen R. Buie

Christina Kovacs

Christopher P. Golinski

Harry Fahrer

Angela Cote

Town of Dover

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board Aldermen:

Caryolyn Blackman, Mayor
Sandra Milena Wittner
Jessica Cruz
***Geovani Estacio-Carrillo**
Judith Rugg
***Karol Ruiz**
Adrian Ballesteros
Arturo Santana
***Marcos Tapia-Aguilar, Sr.**

Township of Randolph

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Lou Nisivoccia, Mayor
Christine Carey, Deputy Mayor
***Joseph Hathaway**
***Helene Elbaum**
Mark Forstenhausler
Marie Potter
Joanne Veech

Borough of Rockaway

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Thomas Mulligan, Mayor
Melissa Burnside
Robert Smith
Thomas J. Haynes, III
James R. Hurley
***Thomas Slockbower**
Patrick McDonald

Township of Rockaway

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

Joseph Jackson, Mayor
***Pawel Wojtowicz**
Emanuel Friedlander
John J. Quinn
Jonathan Sackett
Mary Noon
Douglas Brookes
Howard Kritz
Adam Salberg
Rachel Brookes

Borough of Victory Gardens

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

David Holeman, Jr., Mayor
Kendyll Hedgepath
Vera Cheatham
James Glass
Ismael Lorenzo, Sr.
*Stuart Hale
Ondria Garcia-Montes

Borough of Wharton

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

William J. Chegwidden, Mayor
Vincent Binkoski
Sandra Hayes
Nicole Wickenheisser
Thomas Yeager
Robert Norton
Paola Vasquez

City of Jersey City

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Steven M. Fulop, Mayor
***Amy M. DeGise**
Joyce Watterman
Daniel Rivera
Richard Boggiano
***Frank E. Gilmore**
Denise Ridley
Mira Prinz-Arey
James Solomon
Yousef J. Saleh

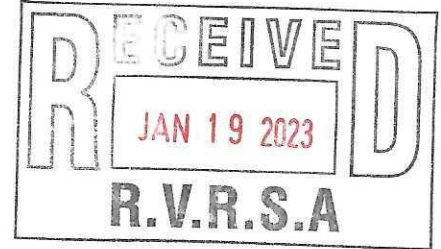


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Please Respond to the New Jersey Office

January 17, 2023

JoAnn Mondini, Executive Director
Rockaway Valley Regional
Sewerage Authority
R.D. #1, 99 Greenbank Road
Boonton, NJ 07005-9602



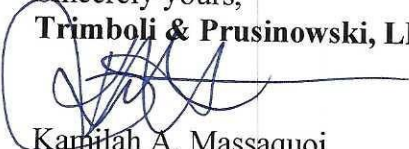
Re: Professional Services – FY 2023

Dear Ms. Mondini:

As requested, enclosed please find the two copies of the 2023 annual contract for legal representation with Mr. Trimboli's signature, witnessed. Also enclosed is a copy of our firm's Business Registration Certificate, Certificate of Employee information Report and Certificate of insurance.

Thank you very much.

Sincerely yours,
Trimboli & Prusinowski, LLC


Kamilah A. Massaquoi

Enclosures