

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING JOHN ALICE
AS CONFLICT SOLICITOR FOR THE BOROUGH OF CLAYTON
FOR THE YEAR 2017, PURSUANT TO THE LOCAL PUBLIC CONTRACTS
LAW
(N.J.S.A. 40A:11-1, ET SEQ.)**

R-28-17

WHEREAS, there exists a need for a Conflict Solicitor in the Borough of Clayton for the purpose of providing the Borough with legal services and advice; and

WHEREAS, funds are or will be available for this purpose; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton as follows:

1. That John Alice be hereby appointed as Conflict Solicitor for the Borough of Clayton, to provide services and advice to the officials of said Borough for the year 2017.

1. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with John Alice, for legal services above specified, for a term of one (1) year, commencing January 7, 2017 and to be paid in accordance with the 2017 budget.

2. This contract is awarded without competitive bidding as a "professional service" under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and

bidding therefore.

3. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

ADOPTED, at the regular council meeting of the Mayor and Council of the Borough of Clayton on January 7, 2017.

BOROUGH OF CLAYTON



Thomas Bianco, Mayor

ATTEST:



Christine Newcomb
Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the regular meeting of the Borough of Clayton, held on January 7, 2017.



Christine Newcomb
Municipal Clerk

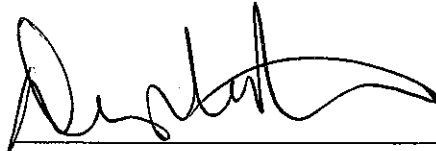
CERTIFICATE OF AVAILABILITY OF FUNDS

From: Donna Nestore, Chief Financial Officer, Borough of Clayton

To: Mayor and Council, Borough of Clayton

Re: John Alice, Esquire – 2017 Conflict Solicitor

I hereby certify that, as of this date, adequate funds have been appropriated in the 2017 Temporary Budget (and then subsequently in the 2017 Adopted Budget) and are available to satisfy the expenditure required for the above referenced contract.

A handwritten signature in black ink, appearing to read 'Donna Nestore', is written over a horizontal line.

DONNA NESTORE
Chief Financial Officer
Borough of Clayton

Dated: January 7, 2017

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement, made this 7th day of January, 2017, by and between:

Borough of Clayton, a municipal corporation of the State of New Jersey, with an address at 125 North Delsea Drive, Clayton, New Jersey 08312 (hereinafter referred to as "Borough" and John Alice, Esquire, with an address at 28 Cooper Street, Woodbury, New Jersey 08096 (hereinafter referred to as "Borough Conflict Solicitor," "Contractor" or "Firm").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. The Borough hereby appoints the Borough Conflict Solicitor to represent the Borough for a term of one (1) year, commencing on January 7, 2017, and he shall perform all duties required of a local representative of the Borough.
2. During the term of this Agreement, the Borough Conflict Solicitor shall devote his best efforts to advance the interest of the borough; he shall perform his duties to the best of his ability and in accordance with the Code of Professional Ethics by the New Jersey Supreme Court.
3. Solicitor shall bill Borough at the following hourly rates:
 - a. \$175.00 per hour for all time spent by Solicitor or any attorney employed by the Firm or any per diem attorney utilized by the Firm; and
4. Borough shall pay all disbursements incurred by the Firm at the Firm's normal rate, such as, but not limited to, photocopying (at \$0.20 per page), printing expenses, travel expenses, messenger fees, filing fees, recording fees, postage, etc.
5. As a prerequisite to payment, Conflict Solicitor shall complete and execute vouchers provided by the Borough in blank, which Firm shall be free to submit with each bill so that the bill may be paid upon approval.
6. Statutorily Required Affirmative Actions Clause:


Attached hereto and incorporated herein are:

Exhibit A: Mandatory Affirmative Action language Goods, Professional Services and General Service Contracts;

Exhibit B: State of New Jersey Business Registration together with Certificate of Employee Information Report and Insurance Binder; and

Exhibit C: John Alice's Certificate of Good Standing.
7. This Agreement shall remain in effect until December 31, 2017.

ATTEST:


CHRISTINE NEWCOMB, Clerk

BOROUGH OF CLAYTON


THOMAS BIANCO, Mayor

ATTEST:



LAW OFFICES OF
JOHN A. ALICE


JOHN A. ALICE, Esquire



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2016

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
USI Affinity
14 Cliffwood Ave, Suite 310
Matawan, NJ 07747

CONTACT
NAME:
PHONE (A/C No. Ext.):
E-MAIL:
ADDRESS:
FAX (A/C No.):

INSURED
Law Offices of John A. Alice, Esq.
28 Cooper Street
Woodbury NJ 08096

INSURER(S) AFFORDING COVERAGE
INSURER A: WESCO INSURANCE COMPANY NAIC #
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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 SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | MED EXP (Any one person) \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PERSONAL & ADV INJURY \$ |
| | POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> | | | | | GENERAL AGGREGATE \$ |
| | AUTOMOBILE LIABILITY | | | | | PRODUCTS - COM/OP AGG \$ |
| | ANY AUTO | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> | | | | | BODILY INJURY (Per person) \$ |
| | HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | | | BODILY INJURY (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> | | | | | EACH OCCURRENCE \$ |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| A | Lawyers Professional Liability | | WPP1371793-01 | 11/14/2016 | 11/14/2017 | E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | | Each Claim \$ |
| | | | | | | Aggregate \$ |
| | | | | | | Deductible \$ |

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

CERTIFICATE HOLDER

County of Gloucester Board of Chosen Freeholders
Its Department Agencies et al
PO Box 337
Woodbury NJ 08096

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

53 (Policy Provisions: WC 00 00 00 B)

50

BN

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD CASUALTY INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

14397

Company Code: 3



POLICY NUMBER:

13 WBC BN5053

Previous Policy Number:

13 WBC BN5053

HOUSING CODE: SB

| Suffix | |
|--------|---------|
| LARS | RENEWAL |
| | 04 |

1. **Named Insured and Mailing Address:** LAW OFFICES OF JOHN ALICE
(No., Street, Town, State, Zip Code)

FEIN Number: 232944857

28 COOPER ST
WOODBURY, NJ 08096

State Identification Number(s):

NJ TIN: 232944857000

The Named Insured is: INDIVIDUAL

Business of Named Insured: LAWYERS & LAW FIRMS

Other workplaces not shown above: 28 COOPER ST.

WOODBURY NJ 08096

2. **Policy Period:** From 10/02/16 To 10/02/17
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: HARDENBERGH INSURANCE GROUP INC

PO BOX 8000
MARLTON, NJ 08053

Producer's Code: 651821

Issuing Office: THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(800) 962-6170

Total Estimated Annual Premium:

\$~~100~~

Deposit Premium:

Policy Minimum Premium: \$~~100~~ NJ

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan L. Castaneda

Authorized Representative

08/13/16
Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

| | |
|----------------------------|--|
| Taxpayer Name: | ALICE, JOHN A |
| Trade Name: | LAW OFFICES OF JOHN A. ALICE |
| Address: | 28 COOPER STREET WOODBURY, NJ 08096 |
| Certificate Number: | 1157340 |
| Effective Date: | January 01, 2000 |
| Date of Issuance: | December 13, 2007 |

For Office Use Only:

20071213145519050

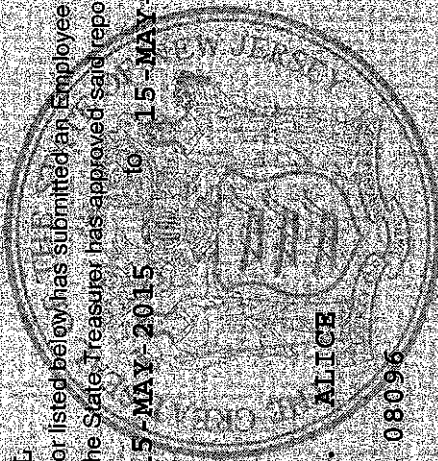
Certification 41947
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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

15 MAY 2015 to 15 MAY 2022

LAW OFFICES OF JOHN A. ALICE
28 COOPER STREET
WOODBURY NJ 08096



Andrew P. Sidamon-Einstoff
State Treasurer

2017 CONFLICT SOLICITOR RATE SCHEDULE
FOR BOROUGH OF CLAYTON

A) Professional Services – \$175.00 per hour. Representative legal services include, but are not limited to, preparation of Resolutions as required, correspondence, research, trial preparation, court attendance, depositions, document preparation or review, telephone calls, attendance at meetings other than regularly scheduled monthly meetings.

B) Costs – Reimbursement for out – of – pocket expenses, including, but not limited to, filing fees, transcript fees, copying fees, postage fees.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 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 Division of Contract Compliance and 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.

Dated:

11/15/16



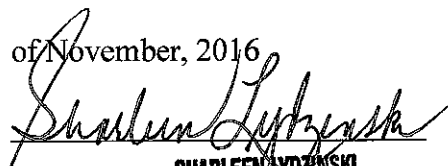
John A. Alice

State of New Jersey :
: SS.
County of Gloucester :

Sworn to and subscribed

before me this 15th day

of November, 2016



SHARLEEN LYDZINSKI
A Notary Public of New Jersey
My Commission Expires January 16, 2019

Non-Collusion Affidavit

State of New Jersey :
: SS
County of Gloucester :

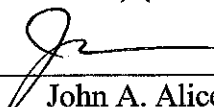
I, John A. Alice of the City of Woodbury in the County of Gloucester and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am the owner of the firm of Law Office of John A. Alice, 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 said proposal and in this affidavit are true and correct and made with full knowledge that the **Borough of Clayton** 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 John A. Alice.

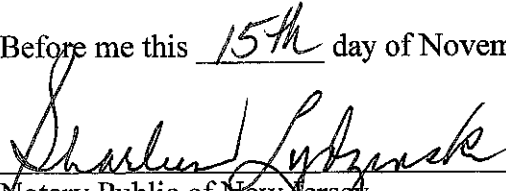
(Name of Contractor) (N.J.S.A. 52:34-15).

Subscribed and sworn to



John A. Alice
(Print Name)

Before me this 15th day of November, 2016.



Notary Public of New Jersey
SHARLEEN LYDZINSKI
A Notary Public of New Jersey
My Commission Expires January 16, 2019

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

The contractor and the **BOROUGH OF CLAYTON** (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. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the 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.

JAA 11/15/16
Initial and Date

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **LAW OFFICE OF JOHN A. ALICE**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☒ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Owner:

Name: John A. Alice

Name:

Home Address:
403 Morning Dove Circle
Sewell, NJ 08080

Home Address:

Subscribed and sworn before me this 15th day of November, 2016.

(Notary Public)

My Commission expires:

Sharleen Lydzinski

John A. Alice
(Affiant)

John A. Alice, Owner
(Print name & title of affiant)

(Corporate Seal)

SHARLEEN LYDZINSKI
A Notary Public of New Jersey
My Commission Expires January 16, 2019

STATEMENT OF OWNERSHIP

John A. Alice has 100% ownership of the sole proprietorship Law Offices of John A. Alice.

Dated: 11/15/16



JOHN A. ALICE, ESQUIRE

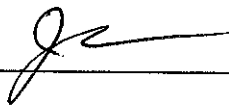
**CERTIFICATION REGARDING THE DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION –
LOWER TIER COVERED TRANSACTIONS**

I am attorney at law of the firm of Law Office John A. Alice, 28 Cooper Street, Woodbury, NJ 08096.

CHOOSE ONE OF THE FOLLOWING

(X) A. I hereby certify, on behalf of the Law Office of John A. Alice that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local department or agency.

() B. I am unable to certify to any of the statements set forth in this certification. I have attached an explanation to this form.



John A. Alice, Owner

Date: 11/15/16

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

| | |
|--|---|
| Name (as shown on your income tax return) JOHN A. ALICE | |
| Business name/disregarded entity name, if different from above LAW OFFICE OF JOHN A. ALICE | |
| Check appropriate box for federal tax classification (required): <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| <input type="checkbox"/> Exempt payee | |
| Address (number, street, and apt. or suite no.) 28 COOPER STREET | Requester's name and address (optional) |
| City, state, and ZIP code WOODBURY, NJ 08096 | |
| List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|-----|
| Social security number | | | | | | | | |
| | | | - | | | - | | |
| Employer identification number | | | | | | | | |
| 2 | 3 | - | 2 | 9 | 4 | 4 | 8 | 5 7 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ 

Date ▶ **11/15/16**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.