

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, made this 4th day of February, 2025 by and between the FRANKLIN TOWNSHIP SEWERAGE AUTHORITY, County of Somerset, 70 Commerce Drive, Somerset, New Jersey 08873 (hereinafter referred to as "Authority") and Eric Martin Bernstein, Esq., and ERIC M. BERNSTEIN & ASSOCIATES, L.L.C., 34 Mountain Boulevard, Building A, P.O. Box 4922, Warren, New Jersey 07059-4922 (hereinafter referred to as "Bernstein" or "Law Firm");

WITNESSETH:

WHEREAS, the Authority wishes to retain Authority Counsel to handle various legal matters on behalf of the Authority as are assigned by the Authority Board, Board Chairman, Executive Director or designees assigned to Bernstein. Eric Martin Bernstein, Esq. and the Law Firm are agreeable to perform all the necessary services for the Authority, its officials, officers and employees, in regard to such legal matters assigned to Bernstein affecting the Authority as Authority Counsel.

WHEREAS, the Law Firm is duly licensed to practice law in the State of New Jersey and desires to serve in said capacity.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed, as follows:

1. The Law Firm will perform such legal services as the Authority may require by applicable statutes and regulations, the Authority's charter, by-laws and resolutions, which may be duly adopted by the Authority. Said services shall commence on February 1, 2025, and until the date fixed for the reorganizational meeting of the Authority on or about February 1, 2026 and until the Law Firm's successor shall have been duly qualified and appointed. In addition, the Law Firm shall continue to represent

the Authority in all matters assigned to Bernstein and the Law Firm during his representation of the Authority until their completion.

2(A) The Law Firm shall perform all of the necessary legal services in connection with all activities and operations of the Authority. Except for attendance at agenda meetings and regular meetings of the Authority, all such requests for legal services shall be directed to the Law Firm by the Executive Director, the Board Chairman or designee or other applicable party. Bernstein and/or the Law Firm shall not be an employee of the Authority and shall not be entitled to receive pension, health and/or any other benefits and/or emoluments generally provided to Authority employees/officials.

(B) Members of the Law Firm, most notably Bernstein, shall attend agenda and, if requested, regular meetings of the Authority, unless otherwise instructed to be absent. The Law Firm shall review agenda items, discuss the agenda with the Executive Director and/or staff, prepare routine resolutions for ordinary agenda items and shall be available for advice and assistance to Board members, the Executive Director and staff for all such matters as may arise from time to time related to Authority agenda and regular meetings.

(C) Beginning February 1, 2025, the Law Firm shall bill the Authority the sum of Seven Hundred Fifty (\$750.00) Dollars per month for the services specified in Paragraph 2(B) above. The Law Firm shall attend special meetings of the Authority at the rate of Seven Hundred Fifty (\$750.00) per meeting.

(D) For all other legal services other than set forth in Paragraph 2(B) above, beginning February 1, 2025, the Authority agrees to pay the following rate for all other legal services other than that covered in Paragraph 2(C) above. That hourly rate, which shall cover all attorneys in the Law Firm, is One Hundred Seventy-Five (\$175.00)

Dollars per hour. The Authority and the Law Firm agree to review these rates annually and to mutually agree to any adjustments delineating such changes and the Authority shall promptly pay such vouchers upon presentation. This amount is exclusive of Paragraph 2(C) above and Paragraph 2(E) below.

(E) The Law Firm shall charge separately for copies, expenses or overnight mail, delivery services, court costs, filing fees, deposition costs and transcript costs which will be detailed separately on the Law Firm's monthly billing statements.

(F) The Authority, the Executive Director, members of the Authority's Board and the Authority's employees, officers, officials, agents, designees, assigns and representatives shall fully cooperate with the Law Firm and will provide to the Law Firm all documents, papers, records and other information which the Law Firm, in their sole professional judgment, deem necessary and/or advisable to assist the Law Firm in performing its duties and responsibilities pursuant to this Agreement and/or its representation of the Authority.

3. Payment for services rendered by the Law Firm shall be due upon presentation on official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Authority as to form and documentation before payment will be made. All statements for services rendered will be presented to the Authority on a monthly basis and will be received by the Authority not later than the last working day of the month following the month for which the services are rendered.

4. During the performance of this contract, the Law Firm agrees as follows:

a. The Law Firm will not discriminate against any applicant for employment because of age, race, creed, color, national origin, ancestry, marital status

or sex. The Law Firm 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 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 Law Firm 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 cause;

b. The Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, 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 Law Firm will send 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 Law Firm's commitments under this Act and shall post copies of the notice in conspicuous places available for employees and applicants for employment.

d. The Law Firm agrees to comply with any regulations promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

5. The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by

N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with the binding determination of the applicable county employment goals of the affirmative action office, pursuant to N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. The Law Firm agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and 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 any direct or indirect discriminatory practices.

7. The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals 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.

8. The Law Firm 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.

9. The failure of the Authority at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

10. This Agreement shall be binding on the heirs, successors and assigns of each party hereto.

11. The term of the Agreement shall be for the period of one (1) year commencing on February 1, 2025 and shall not automatically renew, except for the fact that Bernstein shall continue to represent the Authority in any and all matters assigned prior to the end of the term to their completion. Bernstein and the Law Firm shall serve beyond the one (1) year period until either renewed or a successor attorney is qualified and appointed.

12. The Authority represents that it has and will have sufficient funds available to the Authority in its applicable budgets to pay all the bills of the Law Firm for the services rendered by the Law Firm to the Authority to the extent of and this contract shall be limited to, such amounts as may be from time to time appropriated by the Authority.

13. All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

Eric Martin Bernstein, Esq.
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 Mountain Boulevard
Building A
P.O. Box 4922
Warren, New Jersey 07059

Teresa Ford, Chairperson
FRANKLIN TOWNSHIP SEWERAGE AUTHORITY
70 Commerce Drive
Somerset, New Jersey 08873

14. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, all or otherwise, between the parties

regarding the subject matter of this Agreement.

15. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by the both the parties hereto or their duly authorized representative.

16. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

17. Eric M. Bernstein & Associates, LLC Contractor is advised that they have the responsibility to file an annual disclosure statement on potential contributions with the New Jersey Election Law Enforcement Commission, pursuant to N.J.S.A 19:44-20.13. (P.L. 2005, c. 271.5.3) rests with Eric M. Bernstein & Associates, LLC, if Eric M. Bernstein & Associates, LLC Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is Eric M. Bernstein & Associates, LLC Contractor's responsibility to determine if filing is necessary.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:




Apryl L. Roach

FRANKLIN TOWNSHIP SEWERAGE
AUTHORITY

By: 

Teresa Ford

ATTEST:



MERRIT R. BERNSTEIN

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

By: 

Eric Martin Bernstein, Esq.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
<FRANKLIN TOWNSHIP SEWERAGE AUTHORITY>

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> 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 (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

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

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

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

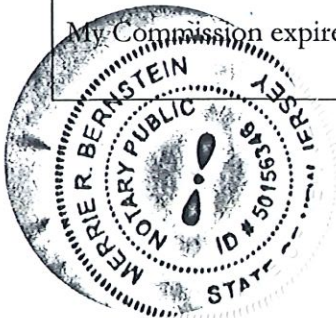
Signature of Affiant:  Title: Owner/Partner

Printed Name of Affiant: Eric M. Bernstein, Esq. Date: January 10, 2025

Subscribed and sworn before me this 10th day of January, 2025


 (Witnessed or attested by)

My Commission expires: MARCH 30, 2026

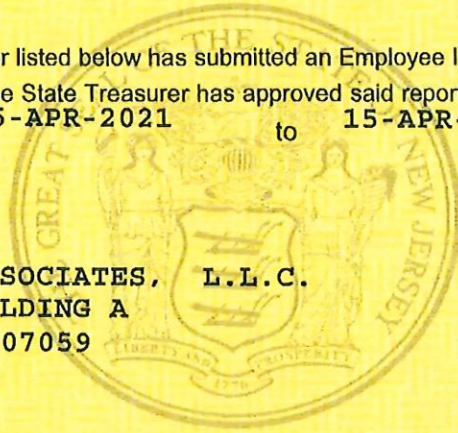


MERRIE R. BERNSTEIN
 NOTARY PUBLIC
 State of New Jersey
 ID # 50156346
 My Comm. Expires March 30, 2026

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2021** to **15-APR-2028**

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



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

3/21/2020

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ERIC M. BERNSTEIN & ASSOCIATES LLC
Trade Name:	
Address:	34 MOUNTAIN BLVD WARREN, NJ 07059
Certificate Number:	0747136
Effective Date:	September 15, 2000
Date of Issuance:	March 21, 2020

For Office Use Only:
20200321171354188



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2025

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 Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	CONTACT NAME: PHONE (A/C, No, Ext): 201-845-6600 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Travelers Casualty Ins Co of America 19046 INSURER B : Travelers Indemnity Company 25658 INSURER C : Pennsylvania Manufacturers' Assoc Ins. 12262 INSURER D : INSURER E : INSURER F :
INSURED Eric M. Bernstein & Associates, L.L.C. 34 Mountain Blvd. Building A P.O. Box 4922 Warren NJ 07059-4922	ERICBERNS

COVERAGES CERTIFICATE NUMBER: 2112743281 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6808210M342	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			BA9297M489	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP1598T028	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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	UB9J343187	1/5/2025	1/5/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Lawyers Professional Liability			00029702501	1/1/2025	1/1/2026	Per Claim \$5,000,000 Aggregate \$5,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Commercial Crime Insurer: Letter D
 Policy #: J06427492 - Policy Term: 01/01/2025 - 01/01/2026
 Employee Theft: Limit \$1,000,000 - Retention: \$10,000
 Client Coverage: Limit \$1,000,000 - Retention: \$10,000
 Certificate holder is included as Additional Insured when required by written contract, agreement or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER Franklin Township Sewerage Authority 70 Commerce Drive Somerset NJ 08873-0000	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
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DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*


PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

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

Eric M. Bernstein, Esq.
Printed Name of Authorized Agent


Signature of Authorized Agent

Owner/Partner
Title

January 10, 2025
Date

Eric M. Bernstein & Associates, L.L.C.
Company Name/Person/Entity

**Request for Taxpayer
 Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Eric M. Bernstein & Associates, L.L.C.	
2	Business name/disregarded entity name, if different from above.	
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)
5	Address (number, street, and apt. or suite no.). See instructions. 34 Mountain Blvd., Bldg. A, Suite 100, P.O. Box 4922	Requester's name and address (optional)
6	City, state, and ZIP code Warren, New Jersey 07059-4922	
7	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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	2	-	3	6	9	0	4	4	0

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

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person <i>Yvonne R. Boudreau</i>	Date <i>January 1, 2025</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they