

TOWNSHIP OF JEFFERSON
COUNTY OF MORRIS, NJ

CONSENT AGENDA RESOLUTION #18-27

“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
FOR LEGAL SERVICES (ATTORNEY AND LABOR ATTORNEY) – LAVERY, SELVAGGI, ABROMITIS & COHEN, PC –
FOR PERIOD ENDING DECEMBER 31, 2018”

WHEREAS, the Township of Jefferson has a need for professional Legal (Attorney and Labor Attorney) services; and

WHEREAS, the Township of Jefferson has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Lavery, Selvaggi, Abromitis & Cohen, PC has submitted a proposal indicating that Legal (Attorney and Labor Attorney) services will be provided for an annual fee not to exceed \$200,000.00 per year; and

WHEREAS, Lavery, Selvaggi, Abromitis & Cohen, PC has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate, committee or employee for those positions listed on the Business Entity Disclosure Certification Form in the previous one year, and that the contract will prohibit Lavery, Selvaggi, Abromitis & Cohen, PC from making any reportable contributions through the term of the contract; and

WHEREAS, the Chief Financial Officer (CFO) of the Township has determined and certified in writing that the value of the acquisition by the firm Lavery, Selvaggi, Abromitis & Cohen, PC will exceed \$17,500; and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5 (b) a certificate showing availability of funds has been provided to the Township by the Chief Financial Officer of the Township, certifying that funds for said contract are available and are designated to a line item appropriations designated below and totaling \$200,000.00.


General Matters	8-01-20-155-155-252	\$66,000.00
Litigation Matters	8-01-20-155-155-265	\$113,000.00
Labor Matters	8-01-20-155-155-298	\$12,000.00
Water Retainer	8-05-55-500-000-572	\$6,000.00
Sewer Retainer	8-07-55-500-000-568	\$3,000.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Jefferson, in the County of Morris, State of New Jersey that this professional contract is hereby authorized and approved by the Township Council.

BE IT ALSO RESOLVED:

- Section 1. The Mayor and Township Clerk are hereby authorized and directed to execute an agreement with Lavery, Selvaggi, Abromitis & Cohen, PC, 1001 Route 517, Hackettstown, New Jersey, 07840 for Legal (Attorney and Labor Attorney) services to the Township of Jefferson for an annual fee not to exceed \$200,000.00 per year.
- Section 2. Lawrence P. Cohen, Esquire, is appointed as the Township Attorney.
- Section 3. Richard W. Wenner, Esquire, is appointed as the Township Labor Attorney.
- Section 3. This contract is awarded as a “Professional Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 4. The term of this agreement shall be for one year, from January 1, 2018 through December 31, 2018.
- Section 5. A notice of this action shall be printed once in the legal newspaper of the Township of Jefferson.
- Section 6. The resolution authorizing the award of contract for “Professional Services” and the contract itself must be available for public inspection per the requirement of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- Section 7. The Business Entity Disclosure Certification and the Determinations of Value be placed on file with this resolution.

ATTEST:


MICHELE REILLY, TOWNSHIP CLERK
Dated: January 3, 2018

COUNCIL OF THE TOWNSHIP OF JEFFERSON:


DEBI MERZ, COUNCIL PRESIDENT

CERTIFICATION: I, Michele Reilly, Clerk of the Township of Jefferson, County of Morris, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Jefferson Township Council at a meeting held on January 3, 2018.


Michele Reilly, RMC, Township Clerk

NAME	MOTION	SECOND	AYE	NAY	ABSENT	ABSTAIN
Birmingham			X			
Finnegan	X		X			
Smith		X	X			
Dunham			X			
Merz			X			

**PAY TO PLAY
DETERMINATION OF VALUE**

Pursuant to the Pay To Play Law, the value of the contract awarded through a non-fair and open process must be determined, by an appropriate township official, prior to the award of contract by the Township Council

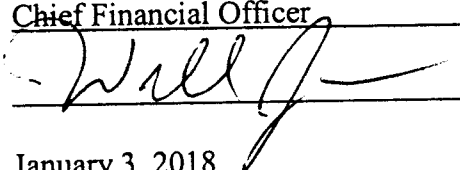
VENDOR NAME	DESCRIPTION OF SERVICE	ESTIMATED VALUE
Lavery, Selvaggi, Abromitis & Cohen, PC	Township Attorney	188,000.00
Lavery, Selvaggi, Abromitis & Cohen, PC	Labor Attorney	12,000.00
Hawkins Delafield & Wood	Bond Counsel	36,000.00
Ferraioli Wielkocz, Cerullo & Cuva	Township Auditor	111,000.00
Willis of New Jersey, Inc.*	Risk Management Services	62,000.00
Edward L. Haack & Associates	Consulting Engineer	117,000.00
Fox Architectural Services	Architectural Services	17,500.00

I hereby certify that the above referenced contracts will exceed or is expected to exceed \$17,500.

* Vendor receives no direct payments for rendering insurance services from the Township of Jefferson, however it is expected that the vendor may earn in excess of \$17,500 from insurance commissions.

NAME: William J. Eagen

TITLE: Chief Financial Officer

SIGNATURE: 

DATE: January 3, 2018

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

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 Township of Jefferson as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Jefferson Township Republican Committee	Mayor Felter
	Council President Debi Merz
	Councilman Robert Birmingham
	Councilman Jay Dunham
	Councilman Ron Smith
	Councilwoman Kim Finnegan

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.

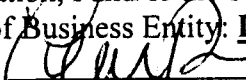
Check the box that represents the type of business entity:

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

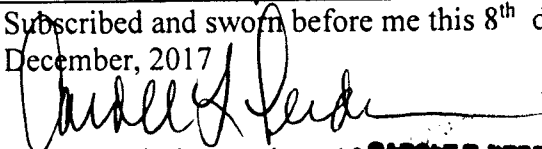
Name of Stock or Shareholder	Home Address
Michael B. Lavery	184 Goldfinch Court, Hackettstown, NJ 07840
Michael S. Selvaggi	12 William Way, Long Valley, NJ 07853
John J. Abromitis	37 Bountiful Drive, Hackettstown, NJ 07840

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: Lavery, Selvaggi, Abromitis & Cohen, P.C.
 Signed:  Title: Vice-President
 Print Name: Lawrence P. Cohen Date: December 8, 2017

Subscribed and sworn before me this 8th day of December, 2017

 (Affiant)
Lawrence P. Cohen, Vice-President
 (Print name & title of affiant) (Corporate Seal)

CAROLE E. PERDON
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES
 OCTOBER 18, 2022

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**PROFESSIONAL CONTRACT**

**THIS CONTRACT**, made and effective the 1st day of January 2018, between the Township of Jefferson and Lawrence P. Cohen, Esq. of the Law Firm of Lavery, Selvaggi, Abromitis & Cohen, with offices located at 1001 Route 517, Hackettstown, New Jersey; and

**WHEREAS**, the Township of Jefferson wishes to retain legal services as Township Attorney for the purpose of rendering legal advice services to the Mayor, Council, Administrative Staff, and Municipality, and to represent the Municipality in litigation; and

**WHEREAS**, the Township wishes to retain Lawrence P. Cohen, Esq. of Lavery, Selvaggi, Abromitis & Cohen, 1001 Route 517, Hackettstown, New Jersey 07840, for purposes of so representing the Township as its legal counsel, with Lawrence P. Cohen, Esq. of said firm designated as the individual authorized to sign documents and appear as Township Attorney, and in his absence any other member of said firm; and

**WHEREAS**, said law firm and the individuals named hereinafter are to be retained pursuant to this Contract as professional consultants and not as employees of the Township of Jefferson; and

**WHEREAS**, it is contemplated by the parties that this Contract includes all legal services generally encompassed within the appropriation of legal services/Township Attorney, except disbursements and costs incurred by said firm necessary and incidental to representing the interest of the Township, tax foreclosures, labor negotiations, bonding matters, legal work for the municipal utilities, litigation, and including fees and costs and any other services for which the Township makes separate budgetary appropriations.

**NOW, THEREFORE**, based upon the mutual promises and covenants herein set forth, it is agreed by and between the parties as follows:

1. Lawrence P. Cohen is hereby retained as Township Attorney for the year 2018, to be effective January 1, 2018 through December 31, 2018, regardless of the date of the execution of this Contract, a portion of which services has been performed by said attorney, and for which the execution of this Contract constitutes a ratification of said services;

2. Said Lawrence P. Cohen agrees to provide all the legal services generally contemplated within the terms of the budgetary appropriation designated as legal fees/Township Attorney, and said Lawrence P. Cohen agrees to provide all legal services necessary to perform the duties and obligations of the position of Township Attorney as more fully set forth herein. Lawrence P. Cohen is hereby designated to sign on behalf of the firm or individually as the Township Attorney, papers, documents, and communications necessary and/or proper for the exercise of the duties of Township Attorney. In conjunction therewith and also in Mr. Cohen's absence, any other attorney of the same firm is hereby granted the same authorization.

3. The Township of Jefferson does hereby agree, in consideration of the services rendered by the said Lawrence P. Cohen, to pay to the firm of Lavery, Selvaggi, Abromitis & Cohen for the year 2018, the sum of \$66,000.00 to be billed in equal monthly amounts to cover the legal services rendered that are contemplated by this said Contract. Said retainer shall cover the attendance at all regular meetings of the Township Council; all telephone communications, except if done with reference to items which are separately billed; all communications on behalf of the Township of Jefferson, or with the Township of Jefferson, except done on items which are separately billed; the Ordinances are prepared with reference to bonding appropriations, which are billed separately; general correspondence on behalf of the Township of Jefferson; normal telephone communications; and rendering legal opinions, unless all of the same are provided pursuant to items which are billed separately.



4. For all litigation costs, tax appeals, tax foreclosure work, bonding work, any work done with reference to the Municipal Utilities not covered under the retainer and for all other work not included in the services with reference to the Retainer, the attorney shall be paid at the rate of \$175.00 per hour. In addition, all out-of-pocket expenses expended by the Law Firm on behalf of the Township of Jefferson shall be paid separately and not included in the fees and charges set forth herein.

5. In addition, the Township of Jefferson shall agree to pay to Lawrence P. Cohen an amount equal to \$6,000 as a Retainer for general representation of the Water Department of the Department of Utilities and a general Retainer of \$3,000 to represent the Sewer Department of the Township Department of Utilities. These Retainers shall cover the rendering of all general legal services, telephone conferences, general correspondence and opinions rendered to said Utilities. The Retainers shall not cover representation in litigation, preparing bonding documents or costs related to bonding, acquisition of property, appearance at Utilities or litigation. These additional services shall be billed at the rate of \$175.00 per hour plus disbursements.

6. In the event that there shall be a conflict which will present Lawrence P. Cohen or any member of the firm of Lavery, Selvaggi, Abromitis & Cohen from rendering services to the Township as set forth in the general contract, said attorney shall be responsible for securing another attorney to render such services at the sole cost and expense of Lawrence P. Cohen.

7. The said attorney shall continue to represent the Township after December 31, 2018 on the same basis as set forth herein, or as may be increased by the Township Budget Appropriations without a new contract, until a new contract is entered into, or successor to said Township Attorney is appointed.

8. **Political Contribution Disclosure.** This contract has been awarded to Lawrence P. Cohen, Esq., of the law firm of Lavery, Selvaggi, Abromitis & Cohen, P.C., based on the merits and abilities of Lawrence P. Cohen, Esq., of the law firm of Lavery, Selvaggi, Abromitis & Cohen, P.C., to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that Lawrence P. Cohen, Esq., of the law firm of Lavery, Selvaggi, Abromitis & Cohen, P.C., its subsidiaries, assigns or principals controlling in excess of 10% of the company 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 period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Jefferson if a member of that political party is serving in an elective public office of that Township of Jefferson when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Township of Jefferson when the contract is awarded.

ATTEST:

  
MICHELE REILLY, CLERK

TOWNSHIP OF JEFFERSON

By:   
RUSSELL FELTER, MAYOR

LAWRENCE P. COHEN, Esq.  
Individually and on behalf of  
Lavery, Selvaggi, Abromitis & Cohen, PC

By:   
LAWRENCE P. COHEN

## PROFESSIONAL CONTRACT

**THIS CONTRACT**, made and effective this 1st day of January, 2018, between the Township of Jefferson and Richard W. Wenner, Esq. of the Law Firm of Lavery Selvaggi Abromitis & Cohen, PC, with offices located at 1001 Route 517, Hackettstown, New Jersey; and

**WHEREAS**, the Township wishes to retain Richard W. Wenner, Esq. of Lavery Selvaggi Abromitis & Cohen, PC, 1001 Route 517, Hackettstown, New Jersey 07840, for purposes of so representing the Township as its Special Labor Counsel, with Richard W. Wenner, Esq. of said firm designated as the individual authorized to sign documents and appear as Special Labor Counsel and in his absence any other member of said firm; and

**WHEREAS**, said law firm and the individuals named hereinafter are to be retained pursuant to this Contract as professional consultants and not *as* employees of the Township of Jefferson; and

**WHEREAS**, it is contemplated by the parties that this Contract includes all legal services generally encompassed within the appropriation of legal services/Special Labor Counsel.

**NOW, THEREFORE**, based upon the mutual promises and covenants herein set forth, it is agreed by and between the parties as follows:

1. Richard W. Wenner is hereby retained as Special Labor Counsel for the year 2018, to be effective January 1, 2018 through December 31, 2018, regardless of the date of the execution of this Contract, a portion of which services has been performed by said attorney, and for which the execution of this Contract constitutes a ratification of said services;

2. Said Richard W. Wenner agrees to provide all the legal services necessary to perform the duties and obligations of the position of Special Labor Counsel as more fully set

forth herein. Richard W. Wenner is hereby designated to sign on behalf of the firm or individually as the Special Labor Counsel, papers, documents, and communications necessary and/or proper for the exercise of the duties of Special Labor Counsel. In conjunction therewith and also in Mr. Wenner's absence, any other attorney of the same firm is hereby granted the same authorization.

3. The Township of Jefferson does hereby agree, in consideration of the services rendered by the said Richard W. Wenner to pay to the firm of Lavery Selvaggi Abromitis & Cohen, PC for the year 2018, the sum of \$12,000.00 to be billed in equal monthly amounts to cover the legal services rendered that are contemplated by this said Contract. Said retainer shall cover the rendering of all general legal services, all telephone communications, except if done with reference to items which are separately billed; all communications on behalf of the Township of Jefferson, or with the Township of Jefferson, except when done on items which are separately billed; general correspondence on behalf of the Township of Jefferson; normal telephone communications; and rendering legal opinions, unless all of the same are provided pursuant to items which are billed separately.

4. For all litigation, arbitration or grievance proceedings, negotiations, or proceedings before any administrative agency or costs related to such and for all other work not included in the services with reference to the Retainer, the attorney shall be paid at the rate of \$175 per hour. In addition, all out-of-pocket expenses expended by the Law Firm on behalf of the Township of Jefferson shall be paid separately and not included in the fees and charges set forth herein.

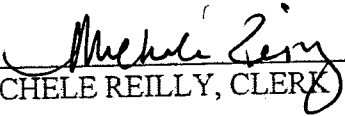
5. In the event that there shall be a conflict which will prevent Richard W. Wenner or any member of the firm of Lavery Selvaggi Abromitis & Cohen, PC from rendering services to the Township as set forth in the general contract, said attorney shall be responsible for securing another attorney to render such services at the sole cost and expense of Richard W. Wenner.

6. The said attorney shall continue to represent the Township after December 31, 2018 on the same basis as set forth herein, or as may be increased by the Township Budget Appropriations without a new contract, until a new contract is entered into, or successor to said Special Labor Counsel is appointed.

7. **Political Contribution Disclosure.** This contract has been awarded to Richard W. Wenner, Esq., of the law firm of Lavery Selvaggi Abromitis & Cohen, PC, based on the merits and abilities of Richard W. Wenner, Esq., of the law firm of Lavery Selvaggi Abromitis & Cohen, PC, to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that Richard W. Wenner, Esq., of the law firm of Lavery Selvaggi Abromitis & Cohen, PC, its subsidiaries, assigns or principals controlling in excess of 10% of the company 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 period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Jefferson if a member of that political party is serving in an elective public office of that Township of Jefferson when the

contract is awarded, or to any candidate committee of any person serving in an elective public office of that Township of Jefferson when the contract is awarded.

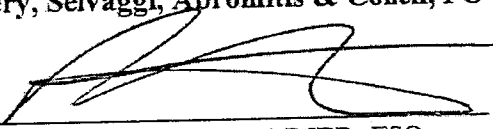
ATTEST:

  
MICHELE REILLY, CLERK

TOWNSHIP OF JEFFERSON

By:   
RUSSELL FELTER, MAYOR

RICHARD W. WENNER, Esq.  
Individually and on behalf of  
Lavery, Selvaggi, Abromitis & Cohen, PC

By:   
RICHARD W. WENNER, ESQ.