

**TOWNSHIP OF WARREN
RESOLUTION NO. 2019-040**

WHEREAS, the Township of Warren ("Township") has a need for professional legal services in connection with certain redevelopment activities within the Township that require specialized legal advice related to environmental matters; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., specifically N.J.S.A. 40A:11-5, permits the award of professional services without public advertisement as defined in N.J.S.A. 19:44A-20.7 or competitive bidding, pursuant to the provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Township, through its counsel, solicited these services from Michael J. Gross, Esq. of Giordano, Halleran & Ciesla, P.C. and received a proposal to provide professional legal services on behalf of the Township; and

WHEREAS, notwithstanding the hourly rates set forth in said proposal, Mr. Gross has agreed to the following hourly rates: four hundred dollars (\$400.00) per hour for Mr. Gross' time, two hundred (\$200.00) per hour for the time of Mellissa A. Clarke, Esq. and between one hundred dollars (\$100.00) and one hundred and fifty dollars (\$150.00) per hour for paralegal and assistant time; and

WHEREAS, this contract shall not exceed twelve thousand dollars (\$12,000.00); and

WHEREAS, because the estimated value of this professional services agreement is below seventeen thousand five hundred dollars (\$17,500.00) same is not subject to the state pay-to-play law (P.L. 2004, c.19).

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Warren, County of Somerset and State of New Jersey as follows:

1. Subject to the amendment set forth in paragraph 2 below, the Mayor is hereby authorized to execute a retainer agreement with Giordano, Halleran & Ciesla, P.C., a copy of which is annexed hereto as Exhibit "A", for professional legal services to be provided by Mr. Gross and Ms. Clarke as special counsels to the Township.
2. Notwithstanding the hourly rates set forth in said retainer agreement, the rates charged to the Township shall be: four hundred dollars (\$400.00) per hour for Mr. Gross' time, two hundred (\$200.00) per hour for Ms. Clarke's time and between one hundred dollars (\$100.00) and one hundred and fifty dollars (\$150.00) per hour for paralegal and assistant time
3. This Contract is awarded without competitive bidding as a "professional service" under the Local Public Contracts Law, more specifically N.J.S.A. 40A:11-5, which permits such work to be performed without advertising for bids.
4. The Chief Financial Officer certifies that funds to pay for this Professional Services Contract at a maximum dollar amount of twelve thousand dollars (\$12,000.00) are available in Account No. 9-01-20-155-6103. A Certification of Available Funds shall be provided by the Chief Financial Officer and is attached hereto and made a part hereof
5. A notice of this action shall be printed in the official newspapers required by law within ten (10) days of the adoption of this Resolution.

INTRODUCED	SECONDED	COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
x		LAZO	x			
		GARAFOLA				x
	x	SORDILLO	x			
		MARION	x			
		DINARDO				x

CERTIFICATION

I, Cathy Reese, Township Clerk of the Township of Warren, in the County of Somerset, New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted at a meeting of the Township Committee held on February 7, 2019.


 Cathy Reese, RMC
 Township Clerk

CHIEF FINANCIAL OFFICER'S CERTIFICATION

I, KAREN DENAVE, CHIEF FINANCIAL OFFICER OF THE TOWNSHIP OF WARREN, HEREBY CERTIFY THAT ADEQUATE FUNDS ARE AVAILABLE FOR THE ABOVE REFERENCED PURCHASE. MONIES ARE AVAILABLE IN ACCOUNT # 9-01-20-155-6103.

DATED: February 7, 2019

KAREN DENAVE
CHIEF FINANCIAL OFFICER

Exhibit “A”

GIORDANO, HALLERAN & CIESLA, P.C.
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

MICHAEL J. GROSS, ESQ.
SHAREHOLDER
MGROSS@GHCLAW.COM
DIRECT DIAL: (732) 219-5486

Please Reply To:
125 HALF MILE ROAD
SUITE 300
RED BANK, NJ 07701
(732) 741-3900
FAX: (732) 224-6599

January 14, 2019

Client/Matter No. 9990-0804

VIA EMAIL – jlehrer@newjerseylaw.net

Jeffrey B. Lehrer, Esq.
DiFrancesco, Bateman, Coley,
Yospin, Kunzman, Davis & Lehrer, P.C.
15 Mountain Boulevard
Warren, NJ 07059

**RE: WARREN TOWNSHIP OPPOSITION TO FRESHWATER WETLANDS
LETTER OF INTERPRETATION
Representation by Giordano, Halleran & Ciesla, P.C.**

Dear Mr. Lehrer:

Thank you for considering Giordano, Halleran & Ciesla, P.C. to represent the Township of Warren with respect to the opposition of the Freshwater Wetlands Letter of Interpretation and other matters you may refer to us in the future. The purpose of this letter is to confirm our agreement as to the terms under which we will undertake legal representation, particularly the fee arrangements for the above described matter and any others which you may subsequently refer to us.

Our fees in most cases will be computed on an hourly basis for all time spent by attorneys and paralegal and legal assistants. Time charges are made for time spent on items like conferences and telephone calls with you and other individuals involved in your legal affairs, legal research, court appearances, consultations with other attorneys, review of documentary materials, preparation and drafting of legal documents, correspondence and memoranda, and travel time. Billing will be made monthly. Payment of invoices is to be made within thirty (30) days. Past due amounts by more than ninety (90) days from the date on the bill are subject to the accrual of interest at a rate equal to the lesser of the highest rate permitted by law or 1.5% per month. If suit for collection is brought and we are successful, we shall receive our attorneys' fees.

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Melissa A. Clarke, Esq., and I will be responsible for this matter. Ms. Clarke's current billing rate is \$285 per hour. My current billing rate is \$475 per hour. When it appears to be appropriate to use other attorneys in the firm with lower billing rates, or paralegals or legal assistants, we will attempt to do so. However, we reserve the right to assign any attorney in the firm to your matters depending on ability and availability. The rates of other attorneys in our firm who may be assigned to this matter range from \$225 to \$475 per hour. We presently bill our paralegal and legal assistant time between \$100 and \$150 per hour. We normally review each attorney's hourly time rates twice during a year, and, where appropriate, adjust it to reflect increases in experience and inflation. We do not generally send clients notice of adjustments in our hourly rates.

It is our firm's policy to obtain a retainer as a partial advance against anticipated legal fees and disbursements before we undertake to provide legal services in a matter. As a courtesy to you, no retainer is being requested at this time, but we reserve the right to request one at a later date if monthly statements are not timely paid. If a retainer is requested, the retainer will be applied against our monthly invoices for legal services and disbursements. We do not pay interest on such funds.

You will be responsible for the payment of any expenses which we incur on your behalf, including the reimbursement of all cash disbursements paid by us for your account. Such expenses and disbursements may include, but are not limited to, charges for long distance telephone calls, photocopying, travel, courier or overnight delivery, extraordinary secretarial or clerical time which may be required by the circumstances, court fees and court reporters. Accrued disbursements paid by us will be included in each bill we send you. In cases where invoices for disbursements arrive after the close of a billing period, they will be included in the next subsequent bill. We reserve the right to send you vendor invoices for expenses incurred by us on your behalf which exceed \$100.00 with a request that you pay such invoices directly. Invoices for significant printing and copying jobs performed outside our office and fees of stenographers, expert witnesses, consultants, accountants and appraisers often fall in this category. Such invoices are reviewed and approved by us and then forwarded to you promptly for direct payment. Since we often have ongoing professional relationships with the persons who render such services, we request that you pay such invoices promptly and send us notice of your payment.

Giordano, Halleran & Ciesla, P.C. cannot be responsible for the arbitrary actions of State, county or municipal agencies with regard to land use and development approvals. In the instance of such arbitrary action, it may be necessary to seek remedy through the court system or by reapplication. In the event of such actions and in the event that additional work is necessary, you will be responsible for those fees as any estimates are not intended to be inclusive of such arbitrary actions by the governing agencies.

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We do not make any representations as to the total amount which you will incur for attorneys' fees and disbursements, since those amounts for the most part depend on the time and efforts which we are required to expend on the case. Those are in turn dependent on a number of factors, including the complexity and nature of the issues that develop during the course of the matter. It is therefore important that you understand that if at any time we should give estimates as to anticipated attorneys' fees or disbursements, they are no more than that, merely estimates. We will, of course, attempt to give you our best estimate at any given point in time.

You may terminate your relationship with this firm at any time you wish, for any reason whatsoever. Conversely, we reserve the right to withdraw as your attorneys, subject to our obligations under the Rules of Professional Conduct. You shall still be obligated for the payment of our fees for services rendered and expenses advanced by us on your behalf prior to any such termination or withdrawal. If our bills are not paid when due, you authorize us to withdraw as your counsel and you agree to engage promptly other counsel to represent you.

I am sorry about the length of the foregoing discussion with regard to fees, but my firm feels that it is best that all such matters be fully discussed at the beginning to avoid any unhappy misunderstandings. If you should have any questions, please give me a call so that we can discuss them now, at the outset of the matter.

Finally, we will maintain the file in this matter, and any other matters which you subsequently refer to us, for a period of at least seven (7) years after the matter is closed. We may destroy each closed file at any time thereafter, subject to our obligations under the Rules of Professional Conduct.

If the terms and conditions set forth in this letter are satisfactory to you, please indicate your agreement by signing the extra copy of this letter which is enclosed and returning it to us in the self-addressed, stamped envelope which we have provided. When we have received the acknowledgment copy of this letter, we will consider that we have made a binding agreement with you on the terms set forth above.

On behalf of Giordano Halleran & Ciesla, P.C., I want to thank you for retaining us to represent you.

Very truly yours,



GIORDANO, HALLERAN & CIESLA, P.C.
By: MICHAEL J. GROSS

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I have reviewed this letter carefully and I acknowledge and agree that it sets forth the terms upon which the Township of Warren has retained the law firm of Giordano, Halleran & Ciesla, P.C. as legal counsel in connection with the matters referred to herein.

TOWNSHIP OF WARREN

By: _____
Gary DiNardo, Mayor

Dated: _____, 2019

Docs #3540956-v1