

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING TIMOTHY SCAFFIDI, ESQUIRE AS 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-2-17**

**WHEREAS**, there exists a need for a Solicitor in the Borough of Clayton for the purpose of providing the Mayor and Council of said Borough with legal counsel 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 publish a notice in a newspaper authorized by law to public 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 Timothy Scaffidi, Esquire, is hereby appointed as Solicitor for the Borough of Clayton, to provide counsel, advice and legal services to the officials of said Borough for the year 2017.

2. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into a contract with the firm of Timothy Scaffidi, Esquire, for the legal services above specified, for a term of one year. The fees to the solicitor shall be at a rate which is just and proper in accordance with fees established by said profession.

3. 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.

4. 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 reorganization 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 reorganization meeting of the Borough of Clayton, held on January 7, 2017.



Christine Newcomb  
Municipal Clerk

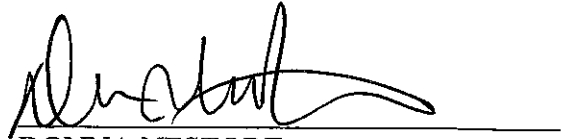
**CERTIFICATE OF AVAILABILITY OF FUNDS**

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

To: Mayor and Council, Borough of Clayton

Re: Timothy D. Scaffidi, Esquire – 2017 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 Timothy D. Scaffidi, Esquire, with an address at 28 Cooper Street, Woodbury, New Jersey 08096 (hereinafter referred to as "Borough 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 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 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. The Borough Solicitor shall receive an annual retainer in the amount of \$6,000.00 for any and all telephone calls between Borough employees and elected officials. In addition, Solicitor shall receive compensation for attendance at meetings, both regular and special, for the preparation of Ordinances, Resolutions (other than simple Ordinances and Resolutions), Contracts, Deeds and other legal documents not specifically enumerated herein, the handling of tax foreclosures, the representation before administrative bodies, Courts, Federal, State or County agencies, and services rendered for such other legal work, including correspondence, telephone calls and research as may be required to properly represent and advise the Mayor, Borough Council and other Officials of the Borough.
4. 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
  - b. \$65.00 per hour for all time spent by any paralegal employed by the Firm or any per diem paralegal utilized by the Firm.
  - c. Flat Rate Fees:

|       |                     |          |
|-------|---------------------|----------|
| (i)   | Simple Ordinance    | \$200.00 |
| (ii)  | Simple Resolution   | \$100.00 |
| (iii) | Bank Opinion Letter | \$500.00 |
5. 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.

6. As a prerequisite to payment, 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.

7. 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

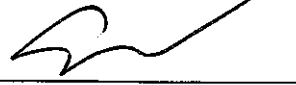
Exhibit C: Timothy D. Scaffidi's Certificate of Good Standing.

8. This Agreement shall remain in effect until December 31, 2017.

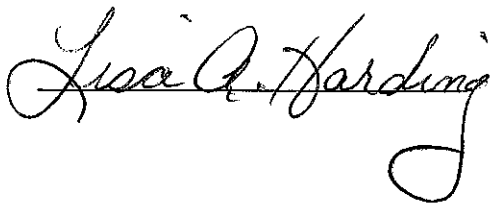
ATTEST:

  
CHRISTINE NEWCOMB, Clerk

BOROUGH OF CLAYTON

  
THOMAS BIANCO, Mayor

ATTEST:



LAW OFFICES OF  
TIMOTHY D. SCAFFIDI

  
TIMOTHY D. SCAFFIDI, Esquire 1/23/2017

(REVISED 4/10)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

## EXHIBIT A (Cont)

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

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

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

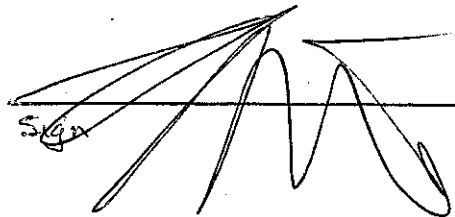
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

 1-23-2017

# LAW OFFICE OF TIMOTHY D. SCAFFIDI

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Timothy D. Scaffidi\*  
Shannon M. Cornelius  
\*Admitted in NJ & PA



28 Cooper Street  
Woodbury, NJ 08096  
Tel: (856) 848-2950  
Fax: (856) 848-8061

## MUNICIPAL FEE SCHEDULE – 2017

*(Borough of Clayton – Effective January 1, 2017)*

|                                                                                                                                        |                        |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>Attorney Services</b><br><i>(Timothy D. Scaffidi, Esquire, his Associate and any independent contractors working on his behalf)</i> | <b>\$175.00 / Hour</b> |
| <b>Paralegal Services</b>                                                                                                              | <b>\$65.00 / Hour</b>  |
| <b>Simple Ordinance – Flat Fee</b>                                                                                                     | <b>\$200.00</b>        |
| <b>Simple Resolution – Flat Fee</b>                                                                                                    | <b>\$100.00</b>        |
| <b>Simple Bank Opinion Letter – Flat Fee</b>                                                                                           | <b>\$500.00</b>        |
| <b>Postage</b>                                                                                                                         | <b>Actual</b>          |
| <b>Photocopying</b>                                                                                                                    | <b>\$0.20/per page</b> |
| <b>Reimbursable Expenses</b>                                                                                                           | <b>Actual</b>          |