

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING TIMOTHY SCAFFIDI, ESQUIRE AS SOLICITOR  
FOR THE BOROUGH OF CLAYTON FOR THE YEAR 2021,  
PURSUANT TO THE LOCAL PUBLIC CONTRACTS LAW  
(N.J.S.A. 40A:11-1, ET SEQ.)**

**R-2-21**

**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 2021.
2. The term of this contract shall be from January 1, 2021 to December 31, 2021, in an amount not to exceed \$100,000.00.
3. Donna Nestore, CFO, for the Borough of Clayton certifies the above referenced dollar amount is available through the Legal O&E line item in the 2021 budget. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Borough of Clayton is not obligated to spend that amount.
4. 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.

5. 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.

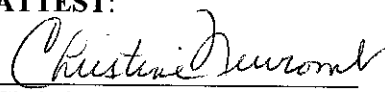
6. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of 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, 2021.

**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, 2021.

\_\_\_\_\_  
Christine Newcomb  
Municipal Clerk

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement, made this 7th day of January, 2021, 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 1, 2021, 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 \$12,000.00 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. \$185.00 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. \$70.00 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 \$0.22 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, 2021.

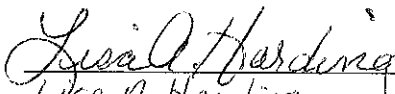
ATTEST:

  
CHRISTINE NEWCOMB, Clerk

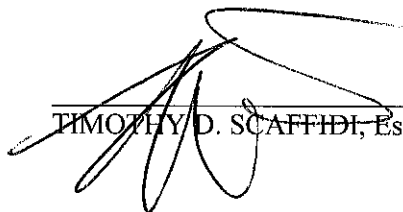
BOROUGH OF CLAYTON

  
THOMAS BIANCO, Mayor

ATTEST:

  
Lisa A. Harding

LAW OFFICES OF  
TIMOTHY D. SCAFFIDI

  
TIMOTHY D. SCAFFIDI, Esquire

# **EXHIBIT “A”**

(Exhibit C)

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

*LAW OFFICE OF*  
COMPANY: TIMOTHY D. SCAFFIDI

SIGNATURE: \_\_\_\_\_

PRINT NAME: TIMOTHY D. SCAFFIDI

TITLE: OWNER

DATE: 1-13-2021

**(Exhibit D)**

**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 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, gender identity or expression, disability, nationality 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 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, 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, 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 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

LAW OFFICE OF

TIMOTHY D. SCAFFIDI

(Print Name of Company/Firm)

1-13-2021

(Date)

(Signature)



# **EXHIBIT “B”**

(Exhibit E)

APPENDIX A

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

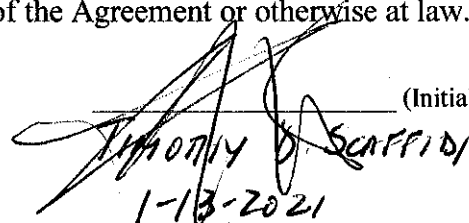
The contractor and the Borough of Glassboro, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, 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.

(Initial and Date)

  
TIMOTHY D. SCAPPELATO  
1-13-2021

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

<b>Taxpayer Name:</b>	SCAFFIDI, TIMOTHY D
<b>Trade Name:</b>	
<b>Address:</b>	28 COOPER STREET WOODBURY, NJ 08096
<b>Certificate Number:</b>	0077162
<b>Date of Issuance:</b>	January 28, 2005

**For Office Use Only:**

20050128100904458

Certification 24295

**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-JAN-2019** to **15-JAN-2026**

LAW OFFICE OF TIMOTHY D. SCAFFIDI  
28 COOPER STREET  
WOODBURY

NJ 08096



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer

## **Lawyers Professional Liability Insurance**

**NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.**

**PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**IF INDICATED IN ITEM 5. A. BELOW, THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED AND MAY BE COMPLETELY EXHAUSTED BY AMOUNTS INCURRED AS LEGAL DEFENSE COSTS. THE INSURER SHALL NOT BE LIABLE FOR LEGAL DEFENSE COSTS OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT AFTER EXHAUSTION OF THE LIMIT OF LIABILITY.**

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

- Item 1. Name and Address of Named Insured:** **Policy Number: PLP-1875903-P1**  
Law Office of Timothy D. Scaffidi  
28 Cooper Street  
Woodbury, NJ 08096
- Item 2. Policy Period:** From October 1, 2020 (inception date) to October 1, 2021 (expiration date)  
(Both dates at 12:01 a.m. Standard Time at the address of the Named Insured)
- Item 3. Limits of Liability for the Policy Period:**  
A. \$1,000,000 each Claim, but in no event exceeding  
B. \$3,000,000 in the aggregate for all Claims
- Item 4. Supplemental Coverages Limit of Liability:**  
\$100,000 in the aggregate for all Supplemental Coverages during the Policy Period
- Item 5. Claim Expenses for the Policy Period:**  
☐ A. Claim Expenses Reduce the Limit of Liability in Item 3. above  
☒ B. Claim Expenses in Addition to the Limit of Liability in Item 3. above
- Item 6. Deductible:**  
☒ A. Aggregate Deductible - All Claims \$5,000  
☐ B. Each Claim Deductible N/A  
☐ i. The Deductible applies to Damages and Claim Expenses  
☒ ii. The Deductible applies only to Damages
- Item 7. Premium:** **\$9,584**  
New Jersey Property Liability Insurance Guaranty Association (PLIGA) Surcharge: \$58

**BERKLEY INSURANCE COMPANY**

**Item 8. Forms and Endorsements attached at Inception: LPL 39450 (10-14)**

- |   |               |              |  |
|---|---------------|--------------|--|
| 1 | 701-CR-       | 0419         | CLAIM REPORTING PROCEDURES                         |
| 2 | LPL 101101-NJ | (rev. 04-17) | Amend Insuring Agreement to Remove Career Coverage |
| 3 | LPL 101901    | (05-14)      | Addition of Prior Acts Date                        |
| 4 | LPL-NJ-PAE    | (10-14)      | New Jersey Policy Amendatory Endorsement           |
| 5 | NJ-PHN-       | 1019         | NEW JERSEY POLICY HOLDER NOTICE                    |

**Item 9. Notice to the Insurer as provided in section V. A. shall be sent to: All other notices to be given to the Insurer shall be sent to:**

Berkley Select on behalf of Berkley Insurance Company,  
Claims Department  
550 W. Jackson Blvd, Suite 500, Chicago, IL 60661  
Toll Free: (844) 465-6256 Fax: (312) 207-1933  
Email: [newclaim@berkleysselect.com](mailto:newclaim@berkleysselect.com)

Berkley Select on behalf of  
Berkley Insurance Company  
550 W. Jackson Blvd, Suite 500, Chicago, IL 60661  
Toll Free: (800) 446-2100

These Declarations along with the completed and signed Application and the Lawyers Professional Liability Insurance Policy shall constitute the contract between the Named Insured and the Insurer.

Authorized Representative: \_\_\_\_\_



Date Issued: September 28, 2020

# **EXHIBIT “C”**

# Supreme Court of New Jersey



## Certificate of Good Standing

This is to certify that

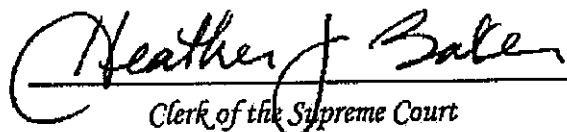
**Timothy D Scaffidi**

(No. **004031985**) was constituted and appointed an Attorney at Law of New Jersey on **June 6, 1985** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.

In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
2nd day of October, 2020

  
Clerk of the Supreme Court



# LAW OFFICE OF TIMOTHY D. SCAFFIDI

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Timothy D. Scaffidi\*  
Jeffrey Krachun\*\*  
\*Admitted in NJ & PA  
\*\*Admitted in NJ



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

## MUNICIPAL FEE SCHEDULE – 2021

*(Borough of Clayton – Effective January 1, 2021)*

<b>Attorney Services</b> <i>(Timothy D. Scaffidi, Esquire, his Associate and any independent contractors working on his behalf)</i>	<b>\$185.00 / Hour</b>
<b>Paralegal Services</b>	<b>\$70.00 / 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>\$0.22/per page</b>
<b>Reimbursable Expenses</b>	<b>Actual</b>