

PLANNING BOARD  
CITY OF SOUTH AMBOY

RESOLUTION # 02 - 2014

RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES FOR THE PLANNING  
BOARD OF THE CITY OF SOUTH AMBOY

WHEREAS, the Planning Board (“the Board”) issued a Request for Proposals for Professional Legal Services to be provided to the Board; and

WHEREAS, the Board received one proposal submitted by Maraziti, Falcon, & Healey, L.L.P dated December 11, 2013; and

WHEREAS, the Board reviewed said proposal based on criteria outlined in the Request for Proposals and has determined that the firm of Maraziti, Falcon & Healey, 150 John F. Kennedy Parkway, Short Hills, New Jersey 07078 meets all criteria; and

WHEREAS, the Board has determined that the process utilized in selecting Maraziti, Falcon & Healey meets the statutory requirements for award of a contract pursuant to the “Fair and Open” process of the Local Unit Pay-to-Play Law pursuant to N.J.S.A. 19:44A-20-4 et seq.; and

WHEREAS, the Board is satisfied that the services to be provided qualify as professional services in accordance with N.J.S.A. 40A:11-5 (1) (a) (i); and

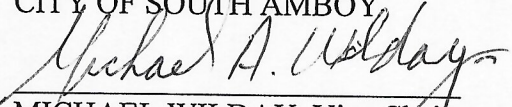
WHEREAS, the Board has determined to retain the services of Maraziti, Falcon and Healey L.L.P. in accordance with the proposal of December 11, 2013.

NOW THEREFORE, BE IT RESOLVED by the Planning Board of the City of South Amboy in the County of Middlesex and State of New Jersey on this 26th day of February 2014 as follows:

1. The Chairman of the Planning Board is authorized and directed to execute an agreement with Maraziti, Falcon and Healey setting forth the terms and conditions of service for the duration of the Board's consideration of the aforesaid application and as set forth in the proposal of December 11, 2013.
2. A copy of the contract shall be kept on file and available for public inspection in the Office of the Clerk of South Amboy.
3. A copy of the within Resolution shall be published by the Secretary to the Planning Board in the official newspaper of the Board within 20 days of the date hereof.

ATTEST:

  
LINDA GARNETT, Secretary

PLANNING BOARD OF THE  
CITY OF SOUTH AMBOY  
  
MICHAEL WILDAY, Vice Chairman

**CERTIFICATION**

Certified to be a True Copy of a Resolution adopted by the Board of Trustees at a duly convened meeting of the Board held on February 26, 2014.

DATE:

\_\_\_\_\_  
Linda Garnett, Secretary

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of March, 2014, by and between:

**CITY OF SOUTH AMBOY PLANNING BOARD**, with offices at  
140 North Broadway, South Amboy, New Jersey, 08879-1647  
(hereinafter the "Board");

and

**MARAZITI, FALCON & HEALEY, L.L.P.**,  
150 John F. Kennedy Parkway, Short Hills, New Jersey 07078  
(hereinafter the "Attorney");

**WITNESSETH:**

**WHEREAS**, the City of South Amboy Planning Board desires to retain special legal counsel to serve as the Board Attorney; and

**WHEREAS**, the Board has agreed to retain Maraziti, Falcon & Healey, L.L.P. in such capacity; and

**WHEREAS**, N.J.S.A. 40A:11-1 et seq. requires that all contracts be in writing.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Board agrees to retain MARAZITI, FALCON & HEALEY, L.L.P., 150 John F. Kennedy Parkway, Short Hills, New Jersey 07078 for the above referenced purpose.
2. The services shall include, but not be limited to, giving routine legal advice and opinions, examination and drafting of pertinent legal documents, attendance at meetings, defense and prosecution of litigation, being available as needed for consultation with the Board and staff and, in general, handling all requested legal work regarding planning and zoning issues in the interest of the Board. These services will be provided for such period of time as may be required by the Board.

Statements for services rendered will be submitted monthly and will contain a detailed description of the services performed during the billing period and a statement of the hours expended.

The nature of the services to be provided and compensation therefor shall be in accordance with Schedule A attached hereto and made a part hereof.

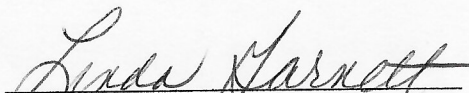
3. The Attorney shall also be entitled to reimbursement for all reasonable and necessary out of pocket costs, expenses and disbursements made on behalf of the Board.

4. The parties to this Contract hereby incorporate into this contract the mandatory language of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27.

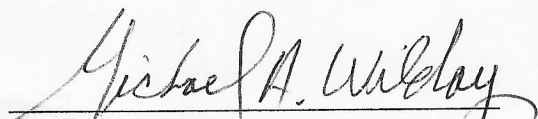
5. This Agreement shall be effective on \_\_\_\_\_ and shall continue until further notice from the Board.

**IN WITNESS WHEREOF**, the said parties hereto have caused this Agreement to be signed as of the date first above written.

**ATTEST:**

  
LINDA GARNETT, SECRETARY

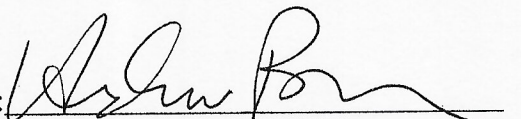
**CITY OF SOUTH AMBOY  
PLANNING BOARD**

BY:   
MICHAEL WILDAY, CHAIRMAN

**ATTEST:**



**MARAZITI, FALCON & HEALEY**

BY:   
ANDREW M. BREWER

## SCHEDULE A

Retainer - \$1,500.00 per month

Services Covered:

- Preparation for and attendance at Board's regular meetings.
- Telephone consultations with Board Members and its Staff.
- Preparation of re-organization resolutions.
- Preparation of routine correspondence.
- Office activities required in support of any of the above services.

Escrow - \$195.00 per hour, Partners, \$175.00 per hour, Associates, \$90.00 per hour,  
Law Clerk

Services Covered:

- Legal research not associated with development applications.
- Preparation of application specific legal research.
- Preparation of simple memorializing resolutions.
- Conference time spent with applicants or applicant's attorneys in preparation of memorializing resolutions.
- Conference time with professionals reviewing legal issues associated with a development application.

Litigation - \$210.00 per hour, Partners, \$195.00 per hour, Associates, \$90.00 per hour, Law  
Clerk

Services Covered:

- All activities engaged in by the Partners or Associates or Clerk in the Firm in association with litigation.

Other Matters - \$195.00 per hour, Partners, \$175.00 per hour, Associates, \$90.00 per hour,  
Law Clerk

Services Covered:

- All activities not covered by the retainer, litigation or escrow fees.

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Statements for services rendered will be submitted monthly and will contain a detailed description of the services performed during the billing period and a statement of the hours expended.

The nature of the services to be provided and compensation therefor shall be in accordance with Schedule A attached hereto and made a part hereof.

3. The Attorney shall also be entitled to reimbursement for all reasonable and necessary out of pocket costs, expenses and disbursements made on behalf of the Board.

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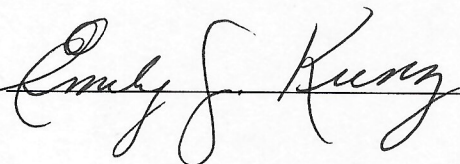
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PLANNING BOARD**

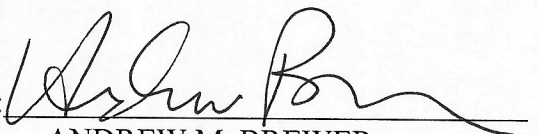
\_\_\_\_\_  
LINDA GARNETT, SECRETARY

BY: \_\_\_\_\_  
MICHAEL WILDAY, CHAIRMAN

**ATTEST:**

**MARAZITI, FALCON & HEALEY**

  
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