

476-20

Ceci Tramontana

From: Eleni Pettas
Sent: Thursday, September 17, 2020 9:56 AM
To: Ceci Tramontana
Subject: FW: OPRA request - Bill list 9/15/2020

-----Original Message-----

From: Rory Moore <opra+request-16750-b173cf21@requests.opramachine.com>
Sent: Wednesday, September 16, 2020 2:21 PM
To: Eleni Pettas <epettas@nutleynj.org>
Subject: OPRA request - Bill list 9/15/2020

Dear Nutley Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested: I am not required to fill out an official form. Please acknowledge receipt of this message. Records requested: I seek all documents for the following bill list. I seek the original contract, the approval and the actual contract for the following. The 7-day rule will be enforced.

20-00685 - MILLENNIUM STRATEGIES LLC,
20-00725 - INGLESINO,WEBSTER,WYCISKALA,
20-01416 - BLUE 360 MEDIA, LLC
20-01057 - SCARINCI AND HOLLENBECK
20-02233 - POSITIVE PROMOTIONS INC.
20-02377
20-02378
20-02379
20-02426
20-02471
20-02536

Yours faithfully, Rory Moore

Rory Moore

Township of Nutley
Office of the Municipal Clerk
Open Public Records Act (OPRA)

Request Number 476-20

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-16750-b173cf21@requests.opramachine.com

Is epettas@nutleynj.org the wrong address for OPRA requests to Nutley Township? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dnutley_township&c=E,1,lb_8cz7lsjWCsMhwgza6wiGF9mqbKPyfGZOikyO2k6ajjqAhSgvOXEX5XouqDs4KwHgYo3NP6Kz66jy7zX1AL-eHyuzX_2wnP8dISFky6dIsW,,&typo=1

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE

NUTLEY, N.J. 07110

(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

VENDOR NO. MIL20

TO:

MILLENIUM STRATEGIES
60 COLUMBIA RD. SUITE 230
MORRISTOWN, N.J. 07960

CHECK NO.

139803

CHECK DATE

SEP 15 2020

VOUCHER NO.

VENDOR INV. #

20-00685

SEP 15 2020

DATE OF ORDER	REQUISITION NUMBER	USING DEPARTMENT	DELIVERY REQUESTED BY
09/10/2020	57571	R&F	

DESCRIPTION

ACCOUNT NUMBER

UNIT PRICE

EXTENDED PRICE

GRANT WRITING SERVICES - 2020

INVOICE # 10234

JULY 2020

0-01-209-205

\$2,916.66

V
O
U
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E
RTAX EXEMPT * 

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X

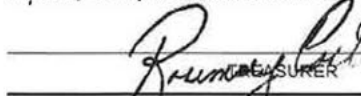
SEE ATTACHED

CLAIMANT

DATE

CERTIFICATION OF FUNDS

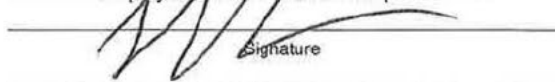
I hereby certify the funds are available and encumbered.



TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.



Signature

Signature

Total Amount \$2,916.66

APPROVED



PURCHASING AGENT

DIRECTOR

SIGN AT X AND RETURN FOR PAYMENT

TOWNSHIP OF NUTLEY1 KENNEDY DRIVE
NUTLEY, N.J. 07110
(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

VENDOR NO. MIL20

TO:

MILLENNIUM STRATEGIES
60 COLUMBIA RD. SUITE 230
MORRISTOWN, N.J. 07960

CHECK NO. _____

CHECK DATE _____

VOUCHER NO. _____

VENDOR INV. # _____

20-00685

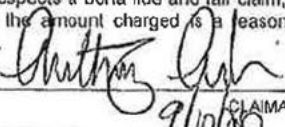
DATE OF ORDER 09/10/2020	REQUISITION NUMBER 57571	USING DEPARTMENT R&F	DELIVERY REQUESTED BY
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V O U C H E R	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
	GRANT WRITING SERVICES - 2020 INVOICE # 10234 JULY 2020	0-01-209-205		\$2,916.66
	TAX EXEMPT * [REDACTED]			

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

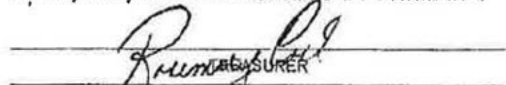
X


CLAIMANT
9/10/20

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.


OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

SIGN AT X AND RETURN FOR PAYMENT

Total Amount	\$2,916.66
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APPROVED


PURCHASING AGENT

DIRECTOR

WWW.M-STRAT.COM

Township of Nutley
Township Clerk
Eleni Pettar
1 Kennedy Drive
Nutley, NJ 07110

10234

60 COLUMBIA ROAD, SUITE 230, MORRISTOWN, NJ 07960 - PH. 973.226.3329 - F. 973.292.0832

MEMORANDUM

TO: Nutley Commissioners
FROM: Susan M. Scavone
DATE: July 31, 2020
RE: Monthly Activity Report

This memo will provide an overview of all work performed to date by Millennium Strategies on behalf of the Township of Nutley during calendar year 2020.

- **Grant Applications Approved, Funding Awarded**

Funding Program	Purpose of Grant	Amount of Award	Month of Award
Essex County Open Space	Band Shell and Site Improvements to Glotzbach Park	\$150,000.00	July

- **Grant Applications in Progress**

Due Date	Funding Program	Amount Available	Date Noticed

- **Grant Applications Submitted, Pending Review**

Date Submitted	Funding Program	Purpose	Amount Requested	Estimated Response
2/6/2020	NJ HTS Distracted Driver Grant	Overtime Enforcement	\$5,500.00	March, 2020
2/28/2020	NJ HTS Pedestrian Safety Grant	Overtime Enforcement	\$20,000.00	Fall, 2020
3/6/2020	AFG	Washer/Dryer/Extractor	\$38,333.94	Fall, 2020
6/15/2020	NJ DOT – Municipal Aid	Washington Avenue Resurfacing	\$540,050.00	Fall, 2020

- **Grant Applications Submitted, Funding Not Awarded**

Funding Program	Purpose	Requested Amount

- **Other Grant Opportunities Recommended**

Due Date	Funding Program	Amount Available	Date Noticed	Notes/Status
4/8/2020	US DOJ Stop School Violence	Varies	2/10/2020	No Action Authorized
2/14/2020	Essex County 2020 Census Sub-Grant	Varies	2/10/2020	No Action Authorized
7/1/2020	NJDOT – Bikeways	Varies	4/10/2020	No Action Authorized
5/15/2020	AFG – S	\$1 Million	4/27/2020	No Action Authorized

- **Miscellaneous Grants Support and Administrative Services**

Date	Service Description	Outcome
1/22/2016	COPs Reporting	Quarterly Report
2/12/2019	Set Up Federal GPRS System for Reimbursement	Set Up
4/12/2019	COPs Reporting	Quarterly Report
4/26/2019	Set up 1 st COPs Reimbursement	Ongoing
7/25/2019	COPs Reporting	Quarterly Report
7/29/2019	COPs Reimbursement 7/1/18 through 12/31/18	Submitted
8/20/2019	Revised COPs Reimbursement 7/1/18 – 6/30/19	Submitted
10/21/2019	DOJ Conference call	Complete
10/22/2019	COPs Quarterly Report	Completed
1/24/2019	COPs Financial Reporting	Completed
3/25/2020	COPs Semi Annual Reporting	Completed
4/2/2020	COPs Financial Reporting	Completed
7/1/2020	COPs Financial Reporting	Completed

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE

NUTLEY, N.J. 07110

(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

VENDOR NO. MIL20

TO:

MILLENNIUM STRATEGIES
60 COLUMBIA RD. SUITE 230
MORRISTOWN, N.J. 07960

CHECK NO.

139803

CHECK DATE

SEP 15 2020

VOUCHER NO.

VENDOR INV. #

SEP 15 2020

20-00685

DATE OF ORDER	REQUISITION NUMBER	USING DEPARTMENT	DELIVERY REQUESTED BY
09/10/2020	57571	R&F	

DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
GRANT WRITING SERVICES - 2020 INVOICE # 402369 10369 AUG 2020	0-01-209-205		\$2,916.66
TAX EXEMPT * XXXXXXXXXX			

V
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R**FOR VENDORS USE**

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim, and that the amount charged is a reasonable one.

DIGITAL SIGNATURE

X

SEE ATTACHED

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

TREASURER**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

Total**Amount****\$2,916.66**

APPROVED

PURCHASING AGENT

DIRECTOR

SIGN AT X AND RETURN FOR PAYMENT

TOWNSHIP OF NUTLEY1 KENNEDY DRIVE
NUTLEY, N.J. 07110
(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

VENDOR NO. MIL20

TO:

MILLENNIUM STRATEGIES
60 COLUMBIA RD, SUITE 230
MORRISTOWN, N.J. 07960

CHECK NO. _____

CHECK DATE _____

VOUCHER NO. _____

VENDOR INV. # _____

20-00685

DATE OF ORDER 09/10/2020	REQUISITION NUMBER 57571	USING DEPARTMENT R&F	DELIVERY REQUESTED BY
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V O U C H E R	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
	GRANT WRITING SERVICES - 2020 INVOICE # 102369 AUG 2020	0-01-209-205		\$2,916.66
	TAX EXEMPT * [REDACTED]			

FOR VENDORS USE

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X [Signature]
9/10/20 CLAIMANT
DATE**CERTIFICATION OF FUNDS**

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[Signature]
TREASURER

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Signature

Signature

SIGN AT X AND RETURN FOR PAYMENT

Total Amount \$2,916.66

APPROVED

[Signature]
PURCHASING AGENT_____
DIRECTOR

WWW.M-STRAT.COM

TOWNSHIP OF NUTLEY

10369

Description	Amount
For services rendered for the month of AUG 2020	2,916.66
	Total \$2,916.66

MEMORANDUM

TO: Nutley Commissioners
FROM: Susan M. Scavone
DATE: August 31, 2020
RE: Monthly Activity Report

This memo will provide an overview of all work performed to date by Millennium Strategies on behalf of the Township of Nutley during calendar year 2020.

- Grant Applications Approved, Funding Awarded

Funding Program	Purpose of Grant	Amount of Award	Month of Award
Essex County Open Space	Band Shell and Site Improvements to Glotzbach Park	\$150,000.00	July

- Grant Applications in Progress

Due Date	Funding Program	Amount Available	Date Noticed

- Grant Applications Submitted, Pending Review

Date Submitted	Funding Program	Purpose	Amount Requested	Estimated Response
3/6/2020	AFG	Washer/Dryer/Extractor	\$38,333.94	Fall, 2020
6/15/2020	NJ DOT – Municipal Aid	Washington Avenue Resurfacing	\$540,050.00	Fall, 2020

- Grant Applications Submitted, Funding Not Awarded

Funding Program	Purpose	Requested Amount
NJHTS Pedestrian Safety Grant	Overtime Enforcement	\$20,000.00
NJ HTS Distracted Driver Grant	Overtime Enforcement	\$5,500.00

- Other Grant Opportunities Recommended

Due Date	Funding Program	Amount Available	Date	
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			Noticed	Notes/Status
4/8/2020	US DOJ Stop School Violence	Varies	2/10/2020	No Action Authorized
2/14/2020	Essex County 2020 Census Sub-Grant	Varies	2/10/2020	No Action Authorized
7/1/2020	NJDOT – Bikeways	Varies	4/10/2020	No Action Authorized
5/15/2020	AFG – S	\$1 Million	4/27/2020	No Action Authorized
11/24/2020	NJDOT – Transportation Alternatives	Varies	8/11/2020	No Action Authorized

- **Miscellaneous Grants Support and Administrative Services**

Date	Service Description	Outcome
1/22/2016	COPs Reporting	Quarterly Report
2/12/2019	Set Up Federal GPRS System for Reimbursement	Set Up
4/12/2019	COPs Reporting	Quarterly Report
4/26/2019	Set up 1 st COPs Reimbursement	Ongoing
7/25/2019	COPs Reporting	Quarterly Report
7/29/2019	COPs Reimbursement 7/1/18 through 12/31/18	Submitted
8/20/2019	Revised COPs Reimbursement 7/1/18 – 6/30/19	Submitted
10/21/2019	DOJ Conference call	Complete
10/22/2019	COPs Quarterly Report	Completed
1/24/2019	COPs Financial Reporting	Completed
3/25/2020	COPs Semi Annual Reporting	Completed
4/2/2020	COPs Financial Reporting	Completed
7/1/2020	COPs Financial Reporting	Completed
8/20/2020	COPS Semi Annual Reporting	Completed

Millennium Strategies, LLC
60 Columbia Road, Building B, STE 230
Morristown, NJ 07960

This Agreement is made and entered into this 1st day of January, 2020 by and between **Millennium Strategies, LLC** (herein referred to as "Consultant") located at 60 Columbia Road, Morristown, New Jersey 07960 and the **Township of Nutley** (herein referred to as "Client"), 1 Kennedy Drive, Nutley, New Jersey, 07110.

SCOPE OF SERVICES

Consultant will provide professional services on behalf of Client to include but not limited to:

1. The engagement will begin by establishing a Client priority list of projects and services. Consultant will research and respond with a beginning plan.
2. Consultant shall assist in researching and identifying funding sources of State and Federal funding programs through specific agencies.
3. Consultant will prepare forms, documents and support of grants to be submitted.
4. Consultant will communicate status of all Grants and Federal Funding processes, on a monthly basis.
5. Client agrees to make key and informed personnel available for Consultant information requests. Grant Applications require timely submittals and support documentation. Consultant shall not be responsible for missing deadlines due to Client non-response or untimely response. Consultant will communicate in writing information and date requests along with necessary return dates. Consultant will use best effort and judgment to submit applications and appropriation requests in a complete manner, in the absence of complete information and/or dates, so as not to miss a submittal deadline.

TERM

The term of this Agreement shall be twelve (12) months commencing January 1, 2020 and renew by mutual consent.

COMPENSATION

Consultant shall receive a consulting fee of \$2,916.66 each month for term of the Agreement. Invoices will be rendered on the first (1st) day of each subsequent month and be due and payable by the tenth (10th) day of each month. All fees are non-refundable as paid.

TERMINATION

Either party may terminate this Agreement by giving written notice, delivered by registered mail to the office of the other party. Termination shall occur fourteen (14) days after posting of such notice. Upon termination or conclusion of Agreement term, the retainer arrangement will cease.

HOLD HARMLESS

Each party hereby agrees to indemnify and hold the other parties harmless from any expense, loss, liability, or claim incurred directly or indirectly by the responsible party with respect to any actions or omissions, authorized or unauthorized, of such party, its employees, agents, servants, subcontractors, or assignees with respect to this Agreement. Indemnification shall include, but not be limited to fees, claims, demands, and losses, court costs, settlement costs, and counsel fees whatsoever the nature, without limitation.

ASSIGNABILITY

This Agreement is not assignable without the consent of all parties.

BINDING

This Agreement shall be binding upon each party's successors or assignees.

LAW

The terms of this Agreement shall be governed by the laws of the State of New Jersey.

DISPUTES

Any dispute arising from the Agreement shall be submitted for resolution to the American Arbitration Association; the results being binding to all parties.

AGREED TO AND ACCEPTED BY:

Date

2-3-2020

Millennium Strategies, LLC

By: Susan M. Scavone
Susan M. Scavone
Principal

Date

2/10/2020

Township of Nutley

By: Joseph P. Scarpelli
Joseph P. Scarpelli
Mayor

FAX (973) 284-4919
E-MAIL: PURCHASING@NUTLEYNJ.ORG

A hand-drawn diagram of a cell. It consists of an outer irregular boundary and an inner irregular boundary, creating a central space. The central space contains a small circle with the letter 'b' inside it.

TO:

INGLESINO, WEBSTER, WYCISKALA &
TAYLOR, LLC
600 PARSIPPANY RD., STE 204
PARISPPANY, N.J. 07054

CHECK NO.

139798

CHECK DATE

SEP 15 2020

VOUCHER NO.

VENDOR INV. #

20-00275

20-00725

SEP 15 2020

DATE OF ORDER
09/02/2020

REQUISITION NUMBER

USING DEPARTMENT
REV & FINANCE

DELIVERY REQUESTED BY

VOUCHER

RESOLUTION #334-19
COUNSEL FOR TOWNSHIP LITIGATION
CONCERNING AFFORDABLE HOUSING
File # 475-004 Invoice # 41624
JUNE 2020

T-26-909-902

\$4,085.00

TAX EXEMPT *

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X

SEE ATTACHED CLAIMANT

DATE _____

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature _____

Signature _____

Total
amount

\$4,085.00

APPROVED

PURCHASING AGENT

DIRECTOR

SIGN AT X AND RETURN FOR PAYMENT

FAX (973) 284-4919
E-MAIL: PURCHASING@NUTLEYNJ.ORG

TO:

CHECK NO.

CHECK DATE

VOUCHER NO.

VENDOR INV. #

20-00275

DATE OF ORDER 09/02/2020		REQUISITION NUMBER	USING DEPARTMENT REV & FINANCE	DELIVERY REQUESTED BY	
V O U C H E R	DESCRIPTION		ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
	RESOLUTION #334-19 COUNSEL FOR TOWNSHIP LITIGATION CONCERNING AFFORDABLE HOUSING File # 475-004 Invoice # 41624 JUNE 2020		T-26-908-902		\$4,085.00
	TAX EXEMPT * [REDACTED]				

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X

CLAIMANT

DATE _____

I hereby certify the funds are available and encumbered.

TREASURER

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Signature _____

Signature _____

SIGN AT X AND RETURN FOR PAYMENT

Total Amount	\$4,085.00
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APPROVED

PURCHASING AGEN

DIRECTOR

Inglesino, Webster, Wyciskala & Taylor, LLC600 Parsippany Road, Ste 204
Parsippany, NJ 07054

Ph: 973-947-7111

Fax: 973-887-2700

Township of Nutley

One Kennedy Drive
Nutley, NJ 07110

Attn: Eleni Pettas - Municipal Clerk

July 1, 2020

File #: 475-004

Inv #: 41624

RE: Affordable Housing**HOURLY CHARGES:**

DATE	DESCRIPTION	HOURS	RATE	AMOUNT	LAWYER
Jun-02-20	TC with [REDACTED] re [REDACTED] [REDACTED]; correspond with [REDACTED] re [REDACTED]	0.50	\$215.00	107.50	DWO
Jun-04-20	Draft outline [REDACTED] re [REDACTED] [REDACTED]; conference call with [REDACTED] to discuss same	1.00	\$215.00	215.00	DWO
Jun-05-20	TC with [REDACTED]; draft letter to T. Dibiase re in lieu payment; conference calls with [REDACTED] [REDACTED] re same	1.10	\$215.00	236.50	DWO
Jun-09-20	Conference with [REDACTED]; call with [REDACTED]	1.10	\$215.00	236.50	JPI
	TCs with [REDACTED] re [REDACTED]; draft correspondence to [REDACTED] re same; legal research re [REDACTED]	2.50	\$215.00	537.50	DWO
Jun-10-20	Reviewing and revising letter re: Dr. Press; calls with [REDACTED]	1.80	\$215.00	387.00	JPI
	TCs with [REDACTED] re [REDACTED] [REDACTED]; TC with [REDACTED] re same; draft and revise letter [REDACTED]; correspond with [REDACTED] re [REDACTED]	2.30	\$215.00	494.50	DWO
Jun-11-20	Call with [REDACTED], coordinating for BOA hearing	1.40	\$215.00	301.00	JPI

	TC with [REDACTED]; revise letter to [REDACTED]; confer with [REDACTED] re [REDACTED]	1.50	\$215.00	322.50	DWO
	Draft Order establishing compliance hearing date	0.40	\$215.00	86.00	DWO
Jun-12-20	TC [REDACTED] re [REDACTED]; correspond with FSHC re counter-signatures on settlement agreement	0.20	\$215.00	43.00	DWO
Jun-15-20	Calls with applicants' attorney; hearing preparation; emails to [REDACTED]; attend and participate in hearing; calls with [REDACTED]	2.20	\$215.00	473.00	JPI
	Prep [REDACTED]; confer with [REDACTED] re same	0.80	\$215.00	172.00	DWO
Jun-16-20	Correspond with [REDACTED] re [REDACTED]	0.50	\$215.00	107.50	DWO
Jun-17-20	Telephone conference with [REDACTED] regarding [REDACTED]	0.30	\$215.00	64.50	DJD
Jun-19-20	Telephone conference with [REDACTED] regarding [REDACTED]	0.40	\$215.00	86.00	DJD
Jun-28-20	[REDACTED]; legal research re [REDACTED]; draft correspondence to [REDACTED] with [REDACTED]	1.00	\$215.00	215.00	DWO

TASK SUMMARY:

TASK	DESCRIPTION	HOURS	
BW	Billable Work (other)	19.00	
	Total Fees	19.00	\$4,085.00
	Current Fees & Disbursements		\$4,085.00

Previous Balance

1,505.00

Retainers Applied**Payment Details**

Jul-17-20 For Services Rendered

1,505.00

Total Payments

\$1,505.00**TOTAL BALANCE NOW DUE**

\$4,085.00

TAX ID Number



***Agreement between Owner and Contractor
Professional Services***

AGREEMENT made as of the 1st day of January, 2020.

BETWEEN the Owner (*Name, address and other information*):

THE TOWNSHIP OF NUTLEY
Township Hall
1 Kennedy Drive
Nutley, New Jersey 07110

Telephone: 973-284-4951

and the Contractor (*Name, address and other information*):

Inglesino, Webster, Wyciskala & Taylor, LLC
600 Parsippany Road
Suite 604
Parsippany, New Jersey 07054

Telephone: 973-947-9131
Telefax: 973-887-2700

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Between Owner and Contractor, the Resolution of the Owner, any documents included as Addenda, issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other writings detailing the scope of work and the price associated therewith, and any documents, included as Addenda, issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE SERVICE OF THIS CONTRACT

The general description of the services (hereinafter the "Work") to be performed by the Contractor for the Owner is: **Special Counsel with regard to litigation concerning the Township of Nutley's Affordable Housing Obligations.** The Work, which forms the basis of this Agreement, is more fully described and identified in the Owner's **Municipal Resolution No. 334-19** and shall include, in addition to general litigation services, shall perform other services related to the defense of claims brought against Nutley. Contractor shall have the authority to enter into agreements with consultants it deems necessary to support the Contractor and the needs of the municipality in relation to the Township's Affordable Housing Obligations.

ARTICLE 3 PERFORMANCE UNDER THE CONTRACT

The Contractor shall fully complete the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4 DATE OF AGREEMENT AND COMPLETION

4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. *(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of Agreement (if different):

4.2 The Contract Time shall be measured from the date of commencement of January 1, 2020 and shall run until December 31, 2020.

ARTICLE 5 CONTRACT SUM

The Owner shall pay the Contractor to provide legal counsel for any attorney on staff an hourly rate of \$215.00 per hour for legal services and \$100.00 per hour for services performed by a paralegal or law clerk work as a municipal rate. The total amount for services rendered pursuant to this contract shall not exceed \$15,000.00.

ARTICLE 6 PAYMENTS

6.1 Retainer. Prior to the commencement of work, the Owner agrees to pay the Contractor the sum of \$ NONE for the retention of the Contractor's services. The amount will be a credit toward the Contract Sum and shall be applied against the final billings of the Contractor. Nevertheless, the Contractor shall have the option to commence work prior to the receipt of the retainer.

6.2 Based upon Application for Payment (invoice/bill) submitted to the Owner's Representative no later than the first day of the month (the application date), and the Owner's Representative's verification that performance by the Contractor is substantially as set forth in the Application for Payment (invoice/bill), which verification shall be made to the Director of Public Safety, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner's Representative receives the Application for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 The Owner's representative is:

Name: Dr. Joseph P. Scarpelli
Title: Mayor
Address: One Kennedy Drive
Nutley, New Jersey 07110
Telephone: (973) 284-4959
Telefax: (973) 284-4905

7.2 The Contractor's representative is:

Name: John P. Inglesino, Esq.
Firm: Inglesino, Webster, Wyciskala & Taylor, LLC
Address: 600 Parsippany Road, Suite 204
Parsippany, New Jersey 07071
Telephone: 973-947-7131
Telefax: 973-887-2700

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 2020 Edition (Professional Services) Agreement between Owner and Contractor, prepared by the Township of Nutley.

8.1.2 The Resolution of the Owner No. 334-19.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Municipal Clerk of the Owner, one to the interested Department of the Owner, and one to the Office of the Township Attorney for the Owner.

ARTICLE 9: GOODS, PROFESSIONAL SERVICES 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.

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

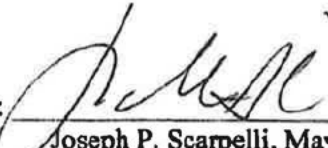
Certificate of Employee Information Report

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).

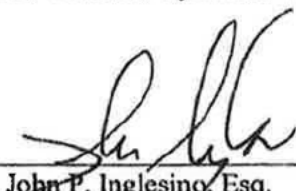
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Municipal Clerk of the Owner, one to the interested Department of the Owner, and one to the Office of the Township Attorney for the Owner.

OWNER:
Township of Nutley

By: 
Joseph P. Scarpelli, Mayor

CONTRACTOR:
Inglesino, Webster, Wyciskala & Taylor,
L.L.C.

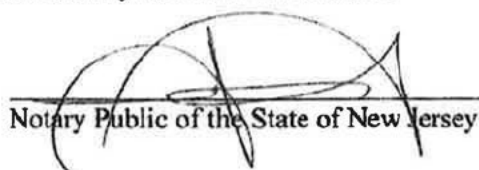
By: 
John P. Inglesino, Esq.

Contractor Corporate Acknowledgment
(To be executed where the Contractor is a corporation/LLC)

STATE OF NEW JERSEY)
 : ss.
COUNTY OF Morris)

I certify that on (insert date) January 29, 2020, (insert name of corporate/LLC officer) John P. Inglesino, (insert title of corporate/LLC officer) Managing Partner of the Contractor, personally came before me, a Notary Public of (insert State of signing) New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

- (a) is the (insert title) Managing Partner and authorized signatory of the Contractor, a corporation duly organized and validly existing under the laws of the State of New Jersey, and the Contractor named in the within document;
- (b) has the full authority to sign this document and bind the Contractor to the provisions herein;
- (c) signed, sealed and delivered this document as the voluntary act and deed of the corporation/LLC, duly authorized by a proper resolution by its Board of Directors.


Notary Public of the State of New Jersey

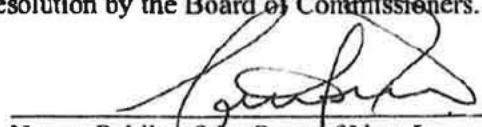
Owner Municipal Corporate Acknowledgment
(To be executed where the Owner is a municipal corporation)

STATE OF NEW JERSEY)
 : ss.
COUNTY OF ESSEX)

SANDRA JANKOLA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2412655
My Commission Expires 9/22/2021

I certify that on (insert date) February 10, 2020, Dr. Joseph P. Scarpelli, Mayor of the Owner, personally came before me, a Notary Public of New Jersey, and acknowledged under oath, to my satisfaction, that he:

- (a) is the Mayor and authorized signatory of the Township of Nutley, a municipal corporation duly organized and validly existing under the laws of the State of New Jersey, and the municipal corporation named in the within document;
- (b) has the full authority to sign this document and bind the municipality to the provisions herein;
- (c) signed, sealed and delivered this document as the voluntary act and deed of the municipality, duly authorized by a proper resolution by the Board of Commissioners.


Notary Public of the State of New Jersey
CECILIA FRAMONTANA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 60039985
My Commission Expires 6/15/2021

**TOWNSHIP OF NUTLEY**

1 KENNEDY DRIVE • NUTLEY, N.J. 07110

TEL (973) 284-4960 • FAX (973) 284-4919

PURCHASE ORDERTHIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 20-01416

ORDER DATE: 05/13/20

REQUISITION NO: 62732

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

CHECK NO.

139773

CHECK DATE

SEP 15 2020

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-
9(a)(1) TAX EXEMPT I.D. NO. [REDACTED]
VENDOR: SEE CONDITIONS ON REVERSE SIDE

Pg 1

SHIP TO

TOWNSHIP OF NUTLEY
POLICE DEPARTMENT
228 CHESTNUT STREET
NUTLEY, NJ 07110

AUG 26 2020

VENDOR

VENDOR #: BLU09

BLUE 360 MEDIA, LLC
2750 PLASMUSSEN ROAD
SUITE 107
PARK CITY, UT 84098

SEP 15 2020

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	NJ LAW ENF HANDBOOK 2020 INV200513149823	0-01- -308-239	1,139.6700	1,139.67
			TOTAL	1,139.67

ORIGINAL VOUCHER
YELLOW REPLY COPY
ORIGINAL INVOICE
ALL SIGNATURES

[Signature]

**SIGN AND RETURN VOUCHER COPY
WITH INVOICE FOR PAYMENT
CLAIMANT'S CERTIFICATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X *See attached*
VENDOR SIGN HERE

APPROVED:

Kathy Renshaw
PURCHASING AGENT

APPROVED:

[Signature]
DIRECTOR

**NO ORDER VALID
UNLESS SIGNED BELOW**

I hereby certify the funds are available and encumbered.

Rosemary Costello
CHIEF FINANCIAL OFFICER/TREASURER

TAX I.D. NO. OR SOC. SEC. NO.

DATE

VOUCHER-SIGN AT X AND RETURN WITH ORIG. INVOICE FOR PAYMENT

**TOWNSHIP OF NUTLEY**1 KENNEDY DRIVE • NUTLEY, N.J. 07110
TEL (973) 284-4960 • FAX (973) 284-4919**PURCHASE ORDER**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 20-01416

Pg 1

SHIP TO

TOWNSHIP OF NUTLEY
POLICE DEPARTMENT
228 CHESTNUT STREET
NUTLEY, NJ 07110

VENDOR

VENDOR #: BLU09

BLUE 360 MEDIA, LLC
2750 PLASMUSSEN ROAD
SUITE 107
PARK CITY, UT 84098ORDER DATE: 05/13/20
REQUISITION NO: 62732
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

CHECK NO

CHECK DATE

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-
9(a)(1) TAX EXEMPT I.D. NO. [REDACTED]
VENDOR: SEE CONDITIONS ON REVERSE SIDE

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	NJ LAW ENF HANDBOOK 2020 INV200513149823	0-01- -308-239	1,139.6700	1,139.67
			TOTAL	1,139.67

**SIGN AND RETURN VOUCHER COPY
WITH INVOICE FOR PAYMENT****CLAIMANT'S CERTIFICATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X *Rubana Kemsy*
VENDOR SIGN HERE

8/26/2020
DATE

APPROVED:

Kathy Remyshur
PURCHASING AGENT

APPROVED:

DIRECTOR

**NO ORDER VALID
UNLESS SIGNED BELOW**I hereby certify the funds are available and
encumbered.

Rosemary Costello
CHIEF FINANCIAL OFFICER/TREASURER

VOUCHER-SIGN AT X AND RETURN WITH ORIG. INVOICE FOR PAYMENT



Billing & Invoice Notice

Payment Terms: 30 Days

Invoice Number: INV-200513149823

P.O. Number: 20-01416

Account Number: [REDACTED]

Nutley Police
Nutley PD
Linda Diacheysn
228 Chestnut St
Nutley, NJ 07110-2397

861



Purchased for:
Nutley PD
Linda Diacheysn
228 Chestnut St
Nutley, New Jersey 7110

Thank you for your purchase. Your sales representative, **Carli Lisonbee**, can be reached at support@blue360media.com or **844-599-2887**. Please contact him/her with any questions you may have.

Current Billing

Due Date	Publication	Book Title/Description	Edition	Qty	Unit Price	Net Amount
6/12/2020	75064	New Jersey Law Enforcement Handbook	2020	7	\$162.00	\$1,134.00
					Sub Total	\$1,139.67
					Discount	-\$113.40
					S&H	\$119.07
					Current Amt Due	\$1,139.67

Order Summary: Total Discounted Order Amount: \$1,139.67 Order Total Amount Due: \$1,139.67

TOWNSHIP OF NUTLEY1 KENNEDY DRIVE
NUTLEY, N.J. 07110

(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURHCASING@NUTLEYNJ.ORG

#7

VENDOR NO. SCA 16

TO:

SCARINCI HOLLENBECK
1100 VALLEY BROOK AVENUE
PO BOX 790
LYNDHURST NJ 07071CHECK NO. 139822
CHECK DATE SEP 15 2020
VOUCHER NO. _____
VENDOR INV. # _____

20-01057

SEP 15 2020

DATE OF ORDER	REQUISITION NUMBER	USING DEPARTMENT	DELIVERY REQUESTED BY
8/21/2020		10-01-012-205	
DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
FOR PROFESSIONAL LEGAL SERVICES RENDERED THROUGH JULY 31, 2020 THE FOLLOWING MATTER(S)			
11191.1000 - Special Labor Counsel 234765		\$	2,385.00
11191.1001 - Special Labor Counsel - Fire Department 234766			2,325.00
11191.1002 - Special Labor Counsel - Police Department 234767			705.00
11191.1003 - Special Labor Counsel - Ambulance Squad 234768			165.00
11191.2900 - [REDACTED] - IA Investigation 234769			345.00
TAX EXEMPT [REDACTED]			

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X Ramon E. Rivera (d)
Ramon E. Rivera, For the Firm
CLAIMANTDATE 8/21/2020**CERTIFICATION OF FUNDS**

I hereby certify the funds are available and encumbered.

Ramiro L. [Signature]
TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION
Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered, said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

[Signature]
Signature_____
Signature

SIGN AT X AND RETURN FOR PAYMENT

Total **\$ 5,925.00**
Amount

APPROVED

Kathy [Signature]
PURCHASING AGENT[Signature]
DIRECTOR



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Township of Nutley
228 Chestnut Street
Nutley, NJ 07110
Attn: Commissioner Alphonse Petracco

Summary of Account

Beginning Balance		New Charges		Payments Received		Total Amount Outstanding
0.00	+	345.00	-	0.00	=	345.00

Matter: 011191.02900
[REDACTED] - IA Investigation

Invoice Date: 08/21/20
Invoice #: 234769

For Services Rendered Through 07/31/20

Professional Services		Hours	Amount
07/01/20 RER	Review pending disciplinary matters re [REDACTED]; review prior documents [REDACTED]; [REDACTED]; telephone conference with [REDACTED] [REDACTED]	2.30	345.00
07/02/20 RER	Preparation and participation in telephone conference [REDACTED]	1.80	270.00
LKK	Research re [REDACTED] [REDACTED]	0.90	135.00
07/06/20 CPD	Review correspondence from [REDACTED] re [REDACTED] [REDACTED]	0.10	15.00
LKK	Draft memo [REDACTED] [REDACTED]	1.20	180.00
LKK	Proofread and revise memo re [REDACTED] [REDACTED]	1.10	165.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.

**SCARINCI | HOLLENBECK**
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234765
Matter #: 011191.01000

LKK	Analyze [REDACTED]	1.20	180.00
LKK	Research [REDACTED]	0.80	120.00
LKK	Research [REDACTED]	0.60	90.00
LKK	Analyze [REDACTED]	1.30	195.00
07/08/20 CPD	Review and revise [REDACTED]	0.20	30.00
CPD	Review and revise [REDACTED]	0.20	30.00
07/15/20 CPD	Review correspondence re [REDACTED]	0.20	30.00
CPD	Review [REDACTED]	0.10	15.00
CPD	Review [REDACTED]	0.10	15.00
07/17/20 CPD	Research re [REDACTED]	1.50	225.00
CPD	Analysis re [REDACTED]	1.50	225.00
CPD	Draft [REDACTED]	1.00	150.00
CPD	Review [REDACTED]	1.60	240.00
CPD	Correspond with [REDACTED] re [REDACTED]	0.30	45.00
07/20/20 CPD	Research re [REDACTED]	0.50	75.00
CPD	Analysis re [REDACTED]	0.60	90.00
CPD	Review ordinance [REDACTED]	0.20	30.00
LKK	Proofread and revise [REDACTED] memo re [REDACTED]	1.20	180.00
07/21/20 RER	Preparation and attendance at Nutley Counsel meeting; telephone conference with [REDACTED]	3.80	570.00
07/22/20 CPD	Research re [REDACTED]	0.20	30.00
CPD	Research re [REDACTED]	0.20	30.00
07/27/20 CPD	Correspond with [REDACTED] re [REDACTED]	0.10	15.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.

**SCARINCI | HOLLENBECK**
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234768
Matter #: 011191.01003

07/28/20	CPD	Analysis re [REDACTED]	0.40	60.00
	CPD	Correspond with [REDACTED] re [REDACTED]	0.10	15.00
	CPD	Review and respond to correspondence from [REDACTED] re [REDACTED]	0.10	15.00
07/29/20	CPD	Review and respond to correspondence from [REDACTED] re [REDACTED]	0.20	30.00
	LKK	Research re involuntary [REDACTED]	0.90	135.00
	LKK	Research re [REDACTED]	1.00	150.00
	LKK	Analyze [REDACTED]	1.10	165.00
	LKK	Analyze [REDACTED]	1.10	165.00
07/30/20	RER	Preparation and participation in telephone conference [REDACTED]	1.60	240.00
	RER	Preparation and participation in telephone conference [REDACTED]	2.20	330.00
	CPD	Telephone call with [REDACTED] re [REDACTED]	1.00	150.00
	CPD	Telephone call with [REDACTED] re [REDACTED]	0.50	75.00
	CPD	Telephone call with [REDACTED]	0.50	75.00
	CPD	Review [REDACTED]	0.30	45.00
07/31/20	CPD	Research re [REDACTED]	1.50	225.00
	CPD	Analysis re [REDACTED]	1.70	255.00
	CPD	Draft memo re [REDACTED]	0.50	75.00
Total Professional Services			39.50	\$ 5,925.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234767
Matter #: 011191.01002

Total Current Invoice

\$ 5,925.00

Time and Fee Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
R Rivera	Partner	150.00	1.80	270.00
C Dettmer	Associate	150.00	2.90	435.00
	Totals		4.70	705.00

Statement of Accounts

<u>Date</u>	<u>Invoice Number</u>	<u>Balance</u>
07/31/20	233975	690.00
	Total	690.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



**Township of Nutley
Attn: Beverly Flore
1 Kennedy Drive
Nutley, NJ 07110**

Beginning Balance		New Charges	Payments Received		Total Amount Outstanding
1,770.00	+	2,385.00	-	0.00	= 4,155.00

Invoice Date: 08/21/20
Invoice #: 234765

Professional Services		Hours	Amount
07/02/20 LKK	Research re [REDACTED] [REDACTED]	0.90	135.00
07/06/20 LKK	Draft memo re [REDACTED] [REDACTED]	1.20	180.00
LKK	Proofread and revise memo [REDACTED] [REDACTED]	1.10	165.00
LKK	Analyze [REDACTED] [REDACTED]	1.20	180.00
LKK	Research [REDACTED] [REDACTED]	0.80	120.00
LKK	Research [REDACTED] [REDACTED]	0.60	90.00
LKK	Analyze [REDACTED] [REDACTED]	1.30	195.00
07/20/20 LKK	Proofread and revise [REDACTED]	1.20	180.00

**SCARINCI | HOLLENBECK**
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234765
Matter #: 011191.01000

07/21/20 RER	[REDACTED] Preparation and attendance at Nutley Counsel meeting; telephone conference with [REDACTED]	3.80	570.00
07/30/20 RER	[REDACTED] Preparation and participation in telephone conference with [REDACTED]	1.60	240.00
RER	[REDACTED] Preparation and participation in telephone conference with [REDACTED]	2.20	330.00

Total Professional Services**15.90 \$ 2,385.00****Total Current Invoice****\$ 2,385.00****Time and Fee Summary**

<u>Timekeeper</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
R Rivera	Partner	150.00	7.60	1,140.00
L Kim	Associate	150.00	8.30	1,245.00
	Totals		15.90	2,385.00

Statement of Accounts

<u>Date</u>	<u>Invoice Number</u>	<u>Balance</u>
07/31/20	233973	1,770.00
	Total	1,770.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Township of Nutley
Attn: Beverly Fiore
1 Kennedy Drive
Nutley, NJ 07110

Summary of Account

Beginning Balance		New Charges	Payments Received		Total Amount Outstanding
540.00	+	2,325.00	-	0.00	= 2,865.00

Matter: 011191.01001
Special Labor Counsel - Fire Dept.

Invoice Date: 08/21/20
Invoice #: 234766

For Services Rendered Through 07/31/20

Professional Services		Hours	Amount
07/08/20 CPD	Review and revise [REDACTED]	0.20	30.00
07/15/20 CPD	Review [REDACTED]	0.10	15.00
07/17/20 CPD	Research re [REDACTED]	1.50	225.00
CPD	Analysis re [REDACTED]	1.50	225.00
CPD	Draft resolution re [REDACTED]	1.00	150.00
CPD	Review [REDACTED]	1.60	240.00
CPD	Correspond with [REDACTED] re [REDACTED]	0.30	45.00
07/20/20 CPD	Research re [REDACTED]	0.50	75.00
CPD	Analysis re [REDACTED]	0.60	90.00
07/22/20 CPD	Research re [REDACTED]	0.20	30.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.

**SCARINCI | HOLLENBECK**
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234766
Matter #: 011191.01001

07/28/20 CPD	[REDACTED] Correspond with [REDACTED] re [REDACTED] [REDACTED]	0.10	15.00
CPD	Review and respond to correspondence [REDACTED] [REDACTED]	0.10	15.00
07/29/20 LKK	Research re [REDACTED] [REDACTED]	0.90	135.00
LKK	Research re [REDACTED] [REDACTED]	1.00	150.00
LKK	Analyze [REDACTED] [REDACTED]	1.10	165.00
LKK	Analyze [REDACTED] [REDACTED]	1.10	165.00
07/30/20 CPD	Telephone call with [REDACTED] [REDACTED]	0.50	75.00
07/31/20 CPD	Research re [REDACTED] [REDACTED]	1.50	225.00
CPD	Analysis re [REDACTED] [REDACTED]	1.70	255.00

Total Professional Services

15.50 \$ 2,325.00**Total Current Invoice**

\$ 2,325.00**Time and Fee Summary**

<u>Timekeeper</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
C Dettmer	Associate	150.00	11.40	1,710.00
L Kim	Associate	150.00	4.10	615.00
	Totals		15.50	2,325.00

Statement of Accounts

<u>Date</u>	<u>Invoice Number</u>	<u>Balance</u>
07/31/20	233974	540.00
	Total	540.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Township of Nutley
Attn: Beverly Fiore
1 Kennedy Drive
Nutley, NJ 07110

Summary of Account

Beginning Balance		New Charges		Payments Received		Total Amount Outstanding
690.00	+	705.00	-	0.00	=	1,395.00

Matter: 011191.01002
Special Labor Counsel - Police Dept.

Invoice Date: 08/21/20
Invoice #: 234767

For Services Rendered Through 07/31/20

Professional Services		Hours	Amount
07/02/20 RER	Preparation and participation in telephone conference with [REDACTED]	1.80	270.00
07/06/20 CPD	Review correspondence from [REDACTED]	0.10	15.00
07/08/20 CPD	Review and revise [REDACTED]	0.20	30.00
07/15/20 CPD	Review correspondence [REDACTED]	0.20	30.00
CPD	Review [REDACTED]	0.10	15.00
07/22/20 CPD	Research re [REDACTED]	0.20	30.00
07/27/20 CPD	Correspond with [REDACTED]	0.10	15.00
07/29/20 CPD	Review and respond to correspondence from [REDACTED]	0.20	30.00
07/30/20 CPD	Telephone call [REDACTED]	1.00	150.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234767
Matter #: 011191.01002

CPD
07/31/20 CPD

[REDACTED]
Review [REDACTED] 0.30 45.00
Draft memo [REDACTED] 0.50 75.00
[REDACTED]

Total Professional Services

4.70 \$ 705.00

Total Current Invoice

\$ 705.00

Time and Fee Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
R Rivera	Partner	150.00	1.80	270.00
C Dettmer	Associate	150.00	2.90	435.00
	Totals		4.70	705.00

Statement of Accounts

<u>Date</u>	<u>Invoice Number</u>	<u>Balance</u>
07/31/20	233975	690.00
	Total	690.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Township of Nutley
Attn: Beverly Flore
1 Kennedy Drive
Nutley, NJ 07110

Summary of Account

Beginning Balance		New Charges		Payments Received		Total Amount Outstanding
0.00	+	165.00	-	0.00	=	165.00

Matter: 011191.01003
Special Labor Counsel - Ambulance Squad

Invoice Date: 08/21/20
Invoice #: 234768

For Services Rendered Through 07/31/20

Professional Services		Hours	Amount
07/20/20 CPD	Review [REDACTED]	0.20	30.00
07/28/20 CPD	Analysis re [REDACTED]	0.40	60.00
07/30/20 CPD	Telephone call with [REDACTED]	0.50	75.00
Total Professional Services		1.10	\$ 165.00
Total Current Invoice			\$ 165.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234768
Matter #: 011191.01003

Time and Fee Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
C Dettmer	Associate	150.00	1.10	165.00
Totals			1.10	165.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID [REDACTED]

Township of Nutley
Attn: Beverly Flore
1 Kennedy Drive
Nutley, NJ 07110

Summary of Account

Beginning Balance		New Charges	Payments Received	Total Amount Outstanding
0.00	+	345.00	- 0.00	= 345.00

Matter: 011191.02900
[REDACTED] - IA Investigation

Invoice Date: 08/21/20
Invoice #: 234769

For Services Rendered Through 07/31/20

Professional Services

07/01/20 RER

Review [REDACTED];
review prior documents [REDACTED];
[REDACTED];
telephone conference with [REDACTED]
[REDACTED]

Hours	Amount
-------	--------

2.30	345.00
------	--------

Total Professional Services

2.30	\$ 345.00
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Total Current Invoice

\$ 345.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

Federal ID: [REDACTED]

Invoice Date: 08/21/20
Invoice #: 234769
Matter #: 011191.02900

Time and Fee Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
R Rivera	Partner	150.00	2.30	345.00
	Totals		2.30	345.00

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



SCARINCI | HOLLENBECK
ATTORNEYS AT LAW

PLEASE REFERENCE CLIENT MATTER NUMBERS & INVOICE NUMBERS.

For Payment by Mail:

Please mail payment to:
Scarinci Hollenbeck
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071-0790

FOR CREDIT CARD PAYMENTS:

If you choose to pay with credit card, you can easily do so with our secure LawPay link below:



(Please be aware that Credit Cards may not be used for Trust transactions.)

Scarinci Hollenbeck reserves the right to charge up to 3% to cover credit card fees on large payments or payments for costs. You will be notified if additional charges are deemed necessary.)

For Domestic Wire Transfers:

ConnectOne Bank
301 Sylvan Avenue
Englewood Cliffs, New Jersey 07632
Account Number: [REDACTED]
Routing Number: [REDACTED]

For International Wire Transfers:

TD Bank
571 New York Avenue
Lyndhurst, New Jersey 07071
United States
Account Number: [REDACTED]
ABA Number: [REDACTED]

BIC/Swift Code for Incoming International Wires in US Dollars: [REDACTED]

BIC/Swift Code for Incoming International Wires in Foreign Currency: [REDACTED]

(Please ensure you provide adequate payment to cover the wire fees assessed by your financial institution.)

If you have any questions about your invoice or statement, please contact Katerin Traugh or Laurie McCafferty, as below:

Contact

Katerin Traugh
Laurie McCafferty

Phone Number

(201) 896-7113
(201) 896-7219

Email

KTraugh@sh-law.com
LMcCafferty@sh-law.com

PAYABLE UPON RECEIPT - PLEASE REFERENCE MATTER AND INVOICE NUMBERS.



TOWNSHIP OF NUTLEY

DEPARTMENT OF
REVENUE AND FINANCE
ONE KENNEDY DRIVE
NUTLEY, NEW JERSEY 07110

THOMAS J. EVANS
Director

ELENI PETTAS
Municipal Clerk, R.M.C.

ROSEMARY COSTA
Township Treasurer, C.F.O., C.T.C.

TELEPHONE:
(973) 284-4955

FAX:
(973) 284-5668

March 12, 2020

Mr. Ramon E. Rivera
Scarinci and Hollenbeck, LLC
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071-0790

**Re: Agreement No. 37-2020
Resolution No. 46-20**

Dear Mr. Rivera,

Enclosed please find a fully executed Professional Services Contract for **Labor Counsel** for the Township of Nutley beginning January 1, 2020 through December 31, 2020.

Should you have any questions, please do not hesitate to call my office at 973-284-4955.

Sincerely,

Eleni Pettas

Eleni Pettas
Municipal Clerk, RMC
EP/ct

cc: Commissioner Alphonse Petracco, Director of Public Safety
Kathryn Rempusheski, Purchasing Agent
Contract File No. 37-2020 / Office of the Municipal Clerk

*Agreement Between Owner and Contractor
Professional Services*

AGREEMENT made as of the 3rd day of March, 2020.

BETWEEN the Owner (*Name, address and other information*):

THE TOWNSHIP OF NUTLEY
Township Hall
1 Kennedy Drive
Nutley, New Jersey 07110

Telephone: (973) 284-4951
Fax (973) 284-0102

and the Contractor (*Name, address and other information*):

Scarinci and Hollenbeck, LLC
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071

Telephone: (201) 896-4100

The Owner and Contractor agree as follows.

ARTICLE I THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement Between Owner and Contractor, the Resolution of the Owner, any documents included as Addenda, issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other writings detailing the scope of work and the price associated therewith, and any documents, included as Addenda, issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 2 THE SERVICE OF THIS CONTRACT

The general description of the services (hereinafter the "Work") to be performed by the Contractor for the Owner is to provide **Professional Services as Labor Counsel**, including negotiations, document drafting and court appearances as more fully described and identified in the Owner's Municipal Resolution Number 46-20.

ARTICLE 3 PERFORMANCE UNDER THE CONTRACT

The Contractor shall fully complete the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 4 DATE OF AGREEMENT AND COMPLETION

- 4.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below.
Date of Agreement (if different): January 1, 2020 through December 31, 2020.
- 4.2** The Contract Time shall be measured from the date of commencement, and shall run for a period of one (1) year from the date of commencement.
- 4.3** The Contract shall be deemed complete at the time of the following: the expiration of one year from the date of commencement or at such sooner time as is mutually agreeable to the parties.
- 4.4** Liquidated Damages: The Owner and the Contractor expressly elect not to provide for liquidated damages except in the case of willful non-payment.

ARTICLE 5 CONTRACT SUM

The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall not exceed Fifty Thousand Dollars (\$50,000.00) for the services rendered at \$150.00 an hour and set forth in the Municipal Resolution and Certificate of Fund Availability.

ARTICLE 6 PAYMENTS

- 6.1** Retainer. Prior to the commencement of work, the Owner agrees to pay the Contractor the sum of \$ NONE for the retention of the Contractor's services. The amount will be a credit toward the Contract Sum and shall be applied against the final billings of the Contractor. Nevertheless, the Contractor shall have the option to commence work prior to the receipt of the retainer.
- 6.2** Based upon Application for Payment (invoice/bill) submitted to the Owner's Representative no later than the first day of the month (the application date), and the Owner's Representative's verification that performance by the Contractor is substantially as set forth in the Application for Payment (invoice/bill), which verification shall be made to the Director of Public Safety, the Owner shall make payment to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Owner's Representative receives the Application for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Contract to the Instructions and Conditions, or another Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Owner is located.

Rate: Two and one half (2.5%) percent.

7.3 The Owner's representative is:

Name: Commissioner Alphonse Petracco
Title: Director of Public Safety
Address: 228 Chestnut Street
Nutley, New Jersey 07110
Telephone: (973) 284-4935
Telefax: (973) 284-4920

7.4 The Contractor's representative is:

Name: Donald Scarinci, Esq.
Firm: Scarinci and Hollenbeck, LLC.
1100 Valley Brook Avenue
Lyndhurst, New Jersey 07071
Telephone: (201) 896-4100
Telefax: (201) 896-8660

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 2020 Edition (Professional Services) Agreement Between Owner and Contractor, prepared by the Township of Nutley.

8.1.2 The Resolution of the Owner, to be attached hereto as Schedule "A".

8.1.3 Items included as Addenda issued prior to execution of this Agreement and properly submitted and/or completed and executed by the parties, including letters or other writings

detailing the scope of work and the price associated therewith, to be attached hereto as Schedule "B".

8.1.4 Items included as Addenda issued after the execution of this Agreement and properly submitted and/or completed and executed by the parties, and supported by an appropriate Resolution of the Owner, to be attached hereto as Schedule "C".

8.1.5 To the extent that the provisions of this Agreement conflict with the terms of the any addenda, except for any addenda set forth under Schedule "C", the terms of this Agreement shall prevail.

8.2 Political Contribution Disclosure. This contract has been awarded to Scarinci and Hollenbeck, LLC based on the merits and abilities of Scarinci and Hollenbeck, LLC 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 Scarinci and Hollenbeck, LLC, 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 Nutley, County of Essex if a member of that political party is serving in an elective public office of that Township of Nutley, County of Essex when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Township of Nutley, County of Essex when the contract is awarded.

ARTICLE 9: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

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.

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).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies, of which one is to be delivered to the Contractor, one to the Municipal Clerk of the Owner, one to the interested Department of the Owner, and one to the Office of the Township Attorney for the Owner.

OWNER:

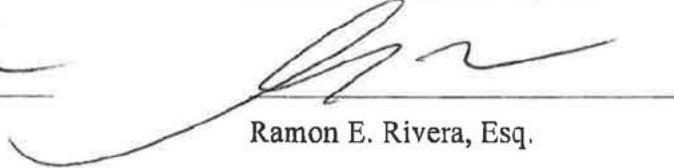
CONTRACTOR

Township of Nutley

Scarinci & Hollenbeck, LLC



Mayor Joseph Scarpelli



Ramon E. Rivera, Esq.

(To be executed where the Contractor is a corporation/LLC)

STATE OF NEW JERSEY

SS.

COUNTY OF ESSEX

I certify that on (insert date) 2-26-20, (insert name of corporate/LLC officer/) Ramon Rivera, Esq. (insert title of corporate/LLC officer) of the Contractor, personally came before me, a Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

- (a) is the (insert title) Partner and authorized signatory of the Contractor, a corporation/LLC duly organized and validly existing under the laws of the State of New Jersey, and the Contractor named in the within document;
- (b) has the full authority to sign this document and bind the Contractor to the provisions of the within document;
- (c) signed, sealed and delivered this document as the voluntary act and deed of the LLC, duly authorized by a proper resolution by the Board of Directors or Managers, as the case may be.

Kathleen Buda
Notary Public of the State of New Jersey

Owner Municipal Corporate Acknowledgment
(To be executed where the Owner is a municipal corporation)



STATE OF NEW JERSEY)

SS.

COUNTY OF ESSEX

I certify that on (insert date) March 3, 2020, Joseph P. Scarpelli, Mayor of the Owner, personally came before me, Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that this person:

- (a) is the Mayor and authorized signatory of the Township of Nutley, a municipal corporation duly organized and validly existing under the laws of the State of New Jersey, and the municipal corporation named in the within document;
- (b) has the full authority to sign this document and bind the municipality to the provisions herein; and
- (c) signed, sealed and delivered this document as the voluntary act and deed of the municipality, duly authorized by a proper resolution by the Board of Commissioners.

Ceci Tramontana
Notary Public of the State of New Jersey
CECI TRAMONTANA
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50039985
My Commission Expires 6/15/2021

BILL
TO
→

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE • NUTLEY, N.J. 07110
TEL (973) 284-4960 • FAX (973) 284-4919

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 20-02233

ORDER DATE: 07/24/20
REQUISITION NO: 62181
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

CHECK NO.

139816

CHECK DATE

SEP 15 2020

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-
9(a)(1) TAX EXEMPT I.D. NO. [REDACTED]
VENDOR: SEE CONDITIONS ON REVERSE SIDE

Pg 1

SHIP
TO

TOWNSHIP OF NUTLEY
FIRE DEPARTMENT
228 CHESTNUT STREET
NUTLEY, NJ 07110

AUG 30 2020

VENDOR

VENDOR #: POS13

POSITIVE PROMOTIONS INC.
ATTN:KIMBERLY MOORE
15 GILPIN AVENUE
HAUPPAUGE, NY 11788-8821

SEP 15 2020

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
6.00/PKS	PROMOTIONAL LOLLIPOPS FIRE DPT	0-01- -314-224	13.9900	83.94
1.00/EA	SHIPPING	0-01- -314-224	13.9500	13.95
	INVOICE#06577507			
			TOTAL	97.89



SIGN AND RETURN VOUCHER COPY WITH INVOICE FOR PAYMENT CLAIMANT'S CERTIFICATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

VENDOR SIGN HERE

TAX I.D. NO. OR SOC. SEC. NO.

DATE

8/11/2020

APPROVED:

PURCHASING AGENT

APPROVED:

DIRECTOR

NO ORDER VALID UNLESS SIGNED BELOW

I hereby certify the funds are available and encumbered.

CHIEF FINANCIAL OFFICER/TREASURER

VOUCHER SIGN AT X AND RETURN WITH ORIG INVOICE FOR PAYMENT

PO Box 11537; Newark, NJ 07101-4537
Phone: 800-635-2666; Fax: 631-486-2269
www.positivepromotions.com

Federal Tax I.D. #

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
6	CY-233V	EF20:LOLLIPOP (CHERRY) FIREMAN	13.99	83.94

Sub-Total	83.94
Shipping & Handling	13.95
Sales Tax	.00
Invoice Total	97.89
Amount Prepaid	.00
Balance Due	97.89

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE
NUTLEY, N.J. 07110
(973) 284-4960
FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

AUG 21 2020

VENDOR NO. NEW 03

TO:
NJSACOP
751 Route 73 North
Suite 12
Marlton, NJ 08053

CHECK NO. 139807
CHECK DATE SEP 15 2020
VOUCHER NO. _____
VENDOR INV. # _____

20-02426

SEP 15 2020

DATE OF ORDER 8/17/2020	REQUISITION NUMBER	USING DEPARTMENT Police	DELIVERY REQUESTED BY
----------------------------	--------------------	----------------------------	-----------------------

V O U C H E R	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
	Payment for Chief Thomas Strumolo's participation in the NJSACOP Speakers Series from September 21, 2020 through June 21, 2021	0-01-308-231	\$100.00	\$100.00
FOR PAYMENT SIGN & RETURN				
TAX EXEMPT * XXXXXXXXXX				

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X See attached
CLAIMANT

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

Rosemary Costa RG
TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

**Total
Amount \$100.00**

APPROVED

atley Rumpishuk
PURCHASING AGENT

DIRECTOR

SIGN AT X AND RETURN FOR PAYMENT

FAX (973) 284-4919
E-MAIL: PURCHASING@NUTLEYNJ.ORG

NEW Q3

VENDOR INV.#

20-02426

	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
V O U C H E R	Payment for Chief Thomas Strumolo's participation in the NJSACOP Speakers Series from September 21, 2020 through June 21, 2021	0-01-308-231	\$100.00	\$100.00
	FOR PAYMENT SIGN & RETURN			
	TAX EXEMPT * [REDACTED]			

X *Wm J. Jones* CLAIMANT
8/20-20 DATE

Rosemary Costa RG
TREASURER

Signature _____

Total Amount	\$100.00
--------------	----------

APPROVED

PURCHASING AGENT

DIRECTOR



NJSACOP SPEAKERS SERIES

The Speakers Series will be delivered LIVE the 3rd Monday of each month
at 10:00am and will last one hour.

Subscription to the Speakers Series will provide access to all presentations.

SUBSCRIPTION FEE:

\$100 PER PERSON

DATES:

September 21, 2020	February 15, 2021
October 19, 2020	March 15, 2021
November 16, 2020	April 19, 2021
December 21, 2020	May 17, 2021
January 18, 2021	June 21, 2021

TO REGISTER, PLEASE COMPLETE THIS FORM AND EMAIL TO REGISTRATIONS@NJSACOP.ORG.

YOU WILL RECEIVE A JOIN LINK PRIOR TO EACH PRESENTATION.

Name: Thomas Strumolo

Rank/Title: chief

Department/Agency: Nutley Police Department

E-mail Address: tstrumolo@nutleydpd.com

Form of Payment: Check ☐ Purchase Order ☒ Credit Card: ☐ Visa ☐ Mastercard ☐ AMEX

Credit Card #: _____

Expiration Date: _____ CVV Code: _____

Billing Address: _____

City/State/Zip: _____

Signature: _____

MAKE CHECKS/PURCHASE ORDERS PAYABLE TO AND SEND TO:

NJSACOP

751 Route 73 North, Suite 12, Marlton, NJ 08053

E: registrations@njsacop.org

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE

NUTLEY, N.J. 07110

(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

AUG 21 2020

VENDOR NO.

ROC01

TO:

Rocky's Pizzeria
420 Franklin Avenue
Nutley, NJ 07110

CHECK NO.

139820

CHECK DATE

SEP 15 2020

VOUCHER NO.

VENDOR INV. #

SEP 15 2020

20-02471

DATE OF ORDER	REQUISITION NUMBER	ISSUING DEPARTMENT	DELIVERY REQUESTED BY	
8/21/2020		Police		
DESCRIPTION		ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
Payment for 12 Large Pizza Pies for Police Department 23969 INV#		0-01-308-224	\$102.00	\$102.00
FOR PAYMENT SIGN & RETURN				
TAX EXEMPT *				

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R**FOR VENDORS USE**

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

CLAIMANT

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION
Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

SIGN AT X AND RETURN FOR PAYMENT**Total
Amount \$102.00**

APPROVED

PURCHASING AGENT

DIRECTOR

GUESTCHECK™

Date	Table	Guests	Server
Rocky's Pizzeria			23969
APPT-SOUP/SAL-ENTREE-VEG/POT-DESSERT-BEV			

12 Lg pie

Nutley Police Dept.
Friday, June 26, '20

Back

NPD

Sum

Tax

Total

Thank You — Please Come Again

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE
NUTLEY, N.J. 07110
(973) 284-4960
FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

VENDOR NO. DELO2

AUG 31 2020

TO:

CARMEN DELIZIO
77 HAWTHORNE AVE
NUTLEY, NJ 07110

CHECK NO. 139784CHECK DATE SEP 15 2020

VOUCHER NO. _____

VENDOR INV. # _____

SEP 15 2020

20.02534

DATE OF ORDER	REQUISITION NUMBER	USING DEPARTMENT	DELIVERY REQUESTED BY	
8/31/20		0-01-526-244		
	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
V O U C H E R	Reimbursement for [REDACTED]			[REDACTED]
	[REDACTED]			
	[REDACTED]			[REDACTED]
	[REDACTED]			
	TAX EXEMPT * [REDACTED]			

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X Carmen Delizio
Paul R. Delizio CLAIMANT
DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

Rosemary Costa
TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION
Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

SIGN AT X AND RETURN FOR PAYMENT

Total Amount \$1735.20

APPROVED

[Signature]
PURCHASING AGENT

[Signature]
DIRECTOR

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE

NUTLEY, N.J. 07110

(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

VENDOR NO.

RAL 02

TO:

Ralph's Pizzeria

564 Bloomfield Ave

Nutley, NJ 07110

Franklin Ave

CHECK NO.

139818

CHECK DATE

SEP 15 2020

VOUCHER NO.

VENDOR INV. #

*20-02377**SEP 15 2020*

DATE OF ORDER 8/7/2020		REQUISITION NUMBER	USING DEPARTMENT OEM		DELIVERY REQUESTED BY Deputy Chief Cafone	
V O U C H E R	DESCRIPTION		ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE	
	Lunch for Town Members during storm 8/7/2020		0-01-318-224	\$478.21	\$478.21	
	TAX EXEMPT * [REDACTED]					

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R**FOR VENDORS USE**

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X

CLAIMANT

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION
Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

SIGN AT X AND RETURN FOR PAYMENT

Total Amount \$478.21

APPROVED

PURCHASING AGENT

DIRECTOR

Ralph
 8/2/2020
 OGM
 Food

GUEST CHECK

Server	Table No.	No. Guests	Date	
				096995
1	2	"18 inch mini"	(no charge)	
2	2	Lg Buffet	\$43.00	
3	2	Lg apprs. & unions	\$41.00	
4	2	Lg roll	\$162.00	
5	2	Lg	\$137.50	
6	1	tray of c/c parm	\$60.00	
7		Platter		
8				
9				
10				
11				87.80
12				
13				
14		for 12:30 PM.		
15				
16		Coffee	Milk	



FOOD	448.50
BEVERAGE	-
SUB TOTAL	448.50
TAX	29.71
TOTAL	478.21

GUEST RECEIPT

096995

Date

Amount

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE

NUTLEY, N.J. 07110

(973) 284-4960

FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG AUG 11 2020

VENDOR NO. RAL01

TO:

Ralphs Pizzeria
4 Franklin Ave
Nutley, NJ 07110CHECK NO. 139818CHECK DATE SEP 15 2020

VOUCHER NO. _____

VENDOR INV. # _____

20-02378

SEP 15 2020

DATE OF ORDER	REQUISITION NUMBER	USING DEPARTMENT	DELIVERY REQUESTED BY
8/5/2020	Inv 096994	OEM	Deputy Chief Cafone

V O U C H E R	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
	Food for members of the Town being held over due to the Storm	0-01-318-224 OEM	\$424.34	\$424.34
TAX EXEMPT * XXXXXXXXXX				

FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X [Signature]

CLAIMANT

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

Rosemary Costa (RC)
TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION
Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

[Signature]
Signature
[Signature]
Signature

SIGN AT X AND RETURN FOR PAYMENT

Total Amount \$424.34

APPROVED

Kathy Rempishush
PURCHASING AGENT
[Signature]
DIRECTOR

~~RESTAURANT~~ GUEST CHECK

Server	Table No.	No. Guests	Date	
8/5				096994
1	2	Lg buff ck		43
2	2	Lg ppr onion		41
3	9	Lg roni		162
4	9	Lg		139.50
5				
6		sm ceasar sal		12.50
7		w/ck cutlet		
8				
9				
10		Nutley Fire Dept.		
11				
12				
13		Total :		398.00
14		+ tax :		424.34
15				
16		Coffee Tea Milk		



FOOD	
BEVERAGE	
SUB TOTAL	
TAX	
TOTAL	

GUEST RECEIPT

096994

Date

Amount

TOWNSHIP OF NUTLEY

1 KENNEDY DRIVE
NUTLEY, N.J. 07110
(973) 284-4960
FAX (973) 284-4919

E-MAIL: PURCHASING@NUTLEYNJ.ORG

AUG 13 2020

VENDOR NO. RAL01

TO:

Ralph's Pizzeria
64 Franklin Ave
Nutley NJ 07110

CHECK NO. 139818

CHECK DATE SEP 15 2020

VOUCHER NO. _____

VENDOR INV. # _____

SEP 15 2020

20-02379

DATE OF ORDER	REQUISITION NUMBER	USING DEPARTMENT	DELIVERY REQUESTED BY
8/4/2020	097741 Inv Number	OEM	Deputy Chief Cafone

DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
Food for members of the Town being held over due to the storm. 8/4/2020	0-01-318-224 OEM	\$342.42	\$342.42
TAX EXEMPT * [REDACTED]			

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FOR VENDORS USE

I do solemnly declare and certify, under the penalties of the law that the within claim against THE TOWNSHIP OF NUTLEY, is just and true and that the work has been performed, and the materials have been furnished; that no bonus has been given or received by any person or persons with the knowledge of the said deponent in connection with the above claim; that it is in all respects a bona fide and fair claim; and that the amount charged is a reasonable one.

X 907

CLAIMANT

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

Rosemary Costa (PG)
TREASURER

OFFICER'S OR EMPLOYEE'S CERTIFICATION
Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.

Signature

Signature

Total

Amount

\$342.42

APPROVED

Kathy Renshaw
PURCHASING AGENT

[Signature]
DIRECTOR

SIGN AT X AND RETURN FOR PAYMENT

GUEST CHECK

Server	Table No.	No. of guests	Date
Tues	August 4		097741
1			
2	9 lg		134.55
3			
4	6 lg roni.		104.70
5			
6	2 lg pprs onion		39.90
7			
8	2 lg buffck.		42.00
9			
10			
11			
12			
13	Fire department		
14			
15			
16	Coffee Tea Milk		



FOOD	321.15
BEVERAGE	
SUB TOTAL	
TAX	21.27
TOTAL	342.42

GUEST RECEIPT

097741

Date

Amount

OEM