

Debbie Dakin

From: William E. Dolan <opra+request-87803-cb486e34@requests.opramachine.com>
Sent: Saturday, February 21, 2026 1:34 PM
To: Debbie Dakin
Subject: OPRA request - Copy of Professional Services Agreement in Res 25-106 & Res. 26-44

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Woodcliff Lake Borough,

Please accept this electronic request for public records made under OPRA and the common law right of access. I am not required to fill out an official form or use a particular software platform to submit my request per NJSA 47:1A-6(f), which states that an email from a requestor including all of the information required on the adopted form shall suffice in place of a completed form as a valid government record request.

I HAVE NOT been convicted of any indictable offense under the laws of New Jersey, any other state, or the United States.

I WILL NOT use the requested government records for a commercial purpose.

Records requested:

Copy of Professional Services Agreement in Res 25-106 & Res. 26-44

My preferred delivery method for response(s) to this request is by E-mail as attachments. Please confirm you have received this request. If you are not the custodian of records, please forward my request to that person and provide their email address to me for future reference.

Yours faithfully,

William E. Dolan

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-87803-cb486e34@requests.opramachine.com

Is clerk@wclnj.com the wrong address for OPRA requests to Woodcliff Lake Borough? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=woodcliff_lake_borough

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

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/copy_of_professional_services_ag

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

"OPRAmachine's mission is to give people easy and affordable access to New Jersey public records.
For more information, contact us at: (732) 707-1628 or PO Box 3180, New Brunswick, NJ 08903."

THIS AGREEMENT made the 17 day of MARCH, 2025, by and between the BOROUGH OF WOODCLIFF LAKE, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 188 Pascack Road, Woodcliff Lake, New Jersey 07677 (hereinafter the "Borough") party of the first part; and CHASAN, LAMPARELLO, MALLON & CAPPUZZO, having offices at 300 Lighting Way, Secaucus, New Jersey 07094 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services as its Residential and Commercial Tax Appeal Attorney and shall render said legal services for the period through December 31, 2025.

2. Notwithstanding the provisions of paragraph one, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- a) The mutual agreement of the parties;
- b) The death of the Attorney;
- c) The Attorney's inability to completely perform his duties and responsibilities by reason of disability due to accident or sickness;
- d) Withdrawal or suspension of the Attorney's license to practice in the State of New Jersey or the Attorney's failure to maintain good standing with the licensing authorities;
- e) The Attorney becoming ineligible for insurance coverage against claims for professional liability;
- f) Either party's material breach of any of the terms of this Agreement, materially breaches any term or condition herein or fails in any material way to perform any obligation hereunder and any such breach or failure is not cured or rectified within thirty (30) days after the notice date.
- g) The Attorney's conviction of a felony or of a crime involving dishonesty.

3. The Borough agrees to pay the Attorney an hourly rate of One Hundred Twenty-Five (\$125.00) Dollars for all work relating to the defense of the Borough's residential and commercial property tax appeals; and Eighty (\$80.00) Dollars per hour for paralegals. In addition, any out-of-pocket expenses incurred in the course of rendering legal

services to the Borough shall be billed for and reimbursed at cost. The Attorney will submit vouchers in the form provided for by the Borough on a monthly basis, if needed.

The Attorney shall be responsible for providing and paying for any welfare benefits whether legally required or desired by the Borough, including but not limited to any insurance coverage, worker's compensation or other similar fringe benefits, and the Borough shall have no responsibility or liability for providing such benefits. The Attorney shall be liable for payment of any self-employment tax.

4. It is understood that the Attorney shall hold and save the Borough harmless from any and all claims that may be filed either in equity or law arising from the performance of this contract, for work performed by the Attorney, his agents, servants and employees.

5. The services contemplated by this agreement shall be performed under the supervision and direction of the Borough Administrator.

6. During the performance of this contract, the Attorney agrees as follows: he 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. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

7. The Attorney and his firm shall keep in full force and effect lawyers' professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

8. The Attorney hereby agrees that any and all requests for appraisal reports must first be approved by the Borough Administrator, and that all tax appeal settlements resulting in a refund to the taxpayer must be

approved by either by the Borough Administrator or the Woodcliff Lake Governing Body before said settlement can be finalized with the Tax Court.

9. The Attorney further agrees to provide the Borough with a written report as to the status of all pending tax appeals no later than the first day of each month of the contract term. Said report shall identify the property, upcoming trial dates, the status of discovery or pending motions and that status of any settlement discussions that may take place.

10. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to infringe upon or violate the Rules of Ethics governing the conduct of lawyers, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of lawyers, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

11. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough, but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

12. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney shall be entitled to be paid for services satisfactorily performed up to the date of termination.

13. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or

covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

14. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

15. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

16. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the

subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provision of this Agreement shall constitute a waiver of an other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

ATTEST

Deborah Dakin

DEBORAH DAKIN

Borough Clerk

BOROUGH OF WOODCLIFF LAKE

Carlos A. Rendo

CARLOS RENDO, Mayor

WITNESS/ATTEST

CHASAN, LAMPARELLO, MALLON & CAPPUZZO

AA

AASTHA KATAKY-ALVAREZ

Edna J. Jordan

EDNA J. Jordan, Esq

ATTORNEY AT LAW

STATE OF New Jersey

THIS AGREEMENT made the 19th day of February, 2026, by and between the **BOROUGH OF WOODCLIFF LAKE**, a municipal corporation in the County of Bergen and State of New Jersey, having its offices at 188 Pascack Road, Woodcliff Lake, New Jersey 07677 (hereinafter the "Borough") party of the first part; and **KENNETH PORRO, ESQ., of BRACH EICHLER, LLC**, having offices at 101 Eisenhower Parkway, Roseland, New Jersey 07068 (hereinafter the "Attorney"), party of the second part.

WITNESSETH, that in consideration of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

1. The Borough shall employ the Attorney to perform legal services in connection with its Special Conflict matters involving the Borough of Woodcliff Lake and shall render said legal services for the period from January 1, 2026 to December 31, 2026.

2. Notwithstanding the provisions of paragraph one, this Agreement shall automatically terminate upon the occurrence of any of the following events:

- a) The mutual agreement of the parties;
- b) The death of the Attorney;
- c) The Attorney's inability to completely perform his duties and responsibilities by reason of disability due to accident or sickness;
- d) Withdrawal or suspension of the Attorney's license to practice in the State of New Jersey or the Attorney's failure to maintain good standing with the licensing authorities;
- e) The Attorney becoming ineligible for insurance coverage against claims for professional liability;
- f) Either party's material breach of any of the terms of this Agreement, materially breaches any term or condition herein or fails in any material way to perform any obligation hereunder and any such breach or failure is not cured or rectified within thirty (30) days after the notice date.
- g) The Attorney's conviction of a felony or of a crime involving dishonesty.

3. The Borough agrees to pay the Attorney One Hundred Twenty-Five (\$125.00) Dollars per hour for its services; and One Hundred Fifty (\$150.00) Dollars per hour for litigation matters.

In addition, any out-of-pocket expenses incurred in the course of rendering legal services to the Borough shall be billed for and reimbursed at cost.

The Attorney shall be responsible for providing and paying for any welfare benefits whether legally required or desired by the Borough, including but not limited to any insurance coverage, worker's compensation or other similar fringe benefits, and the Borough shall have no responsibility or liability for providing such benefits. The Attorney shall be liable for payment of any self-employment tax.

4. It is understood that the Attorney shall hold and save the Borough harmless from any and all claims that may be filed either in equity or law arising from the performance of this contract, for work performed by the Attorney, his agents, servants and employees.

5. The services contemplated by this agreement shall be performed under the supervision and direction of the Borough Administrator.

6. During the performance of this contract, the Attorney agrees as follows: he 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. Further, the Attorney agrees to abide by the terms and conditions stated within the attached documentation by the State of New Jersey, Department of the Treasury, Affirmative Action Office, Public Agency Regulations for Awarding Contracts Pursuant to P.L. 1975, C. 127, (NJAC 17:27), as set forth in Exhibit A attached hereto and made a part hereof.

7. The Attorney and his firm shall keep in full force and affect professional liability insurance. In the event that this insurance is cancelled for any reason whatsoever, the Attorney shall immediately notify the Borough Administrator. If such insurance is not replaced with a similar policy within thirty (30) days, the Borough shall have the option of immediately terminating this Contract.

8. It is understood that this Agreement is awarded to the Attorney as a "Professional Contract" without competitive bidding in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, and in accordance with a Resolution published in The Record.

9. Certification and Professional Responsibility. The Borough shall not impose duties or constraints of any kind upon the Attorney which would require the Attorney to infringe upon or violate the Rules of Ethics governing the conduct of Attorneys, any rules governing the Courts of the State of New Jersey or any ordinance, administrative regulation or statute. The Attorney agrees to abide by the Rules of Ethics governing the conduct of Attorneys, and all statutes, ordinances, administrative regulations and rules governing the Courts of the State of New Jersey relating to the performance of his duties as Attorney.

10. Not an Employee. The Attorney is not an employee of the Borough and shall receive no benefits above and beyond what is provided herein, unless such other form of compensation be required by state or federal law. The Attorney is an independent contractor whose actions and work shall not be considered as that of the Borough but shall be that of the Attorney. In this regard, the Attorney shall keep in force at all times and shall provide evidence of the existence of errors and omissions insurance in amounts and in a form satisfactory to the Borough Administrator.

11. Termination for Cause. This Contract may be terminated by either party upon notice to the other in accordance with the laws of the State of New Jersey. The Attorney

shall be entitled to be paid for services satisfactorily performed up to the date of termination.

12. Severability. It is mutually understood and agreed that all terms, agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term, agreement or covenant were not contained herein. In addition, unless expressly provided in the Contract, the Contract between the Borough and any other professional or employee is not to be read in pari-material with this Contract, and shall convey to the Attorney, no other rights other than those expressly referred to in this Contract.

13. Compliance with State and Local Regulations.

(a) This contract is one for "Professional Services" as same is defined by the New Jersey Public Contracts Law.

(b) The Attorney acknowledges that he is aware and has reviewed the provisions of the New Jersey Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.), including financial reporting requirements, as well as the Borough's Code of Ethics. The Attorney agrees that, during the term hereof and for a period of one year after the date the Attorney shall cease performing all services for the Borough (regardless of the term herein), the Attorney shall not represent any other person in any business or transaction with any public body in the municipality. This prohibition does not preclude the Attorney himself from representing any resident or party within the Borough, and at any time, but only the extent that such representation does not concern or deal with any municipal agency.

(c) The parties agree that this Agreement is subject to any and all appropriate regulatory language promulgated by the Borough or the State of New Jersey affecting contracts for professional services and notwithstanding any term herein may be amended or supplanted in order to effectuate any such regulation or statute. In such event, this Agreement shall be amended accordingly, and the Attorney agrees to be bound by the terms, provisions and obligations of said regulations.

14. N.J. Business Registration Requirements. The Attorney shall comply with the provisions of N.J.S.A. 52:32-44 et seq. regarding all New Jersey Business Registration requirements.

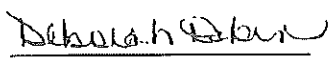
15. Prohibition Against Assignment. The rights of the Attorney hereunder shall not be assigned, sublet or transferred by the Attorney, either in whole or in part, without the consent of the Borough, which consent may be withheld in the Borough's sole and absolute discretion.

16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof. No supplement, modification, waiver or termination of this Agreement, or any provision hereof, shall be binding unless executed in writing by the parties. No waiver of any of these provisions of this Agreement shall

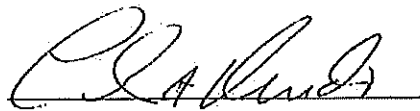
constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver unless so expressly provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be signed by the proper officials and agents and caused their seals to be affixed hereto the day and year first above written.

ATTEST


DEBORAH DAKIN
Borough Clerk

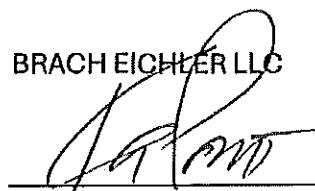
BOROUGH OF WOODCLIFF LAKE


CARLOS RENDO, Mayor

WITNESS/ATTEST



BRACH EICHLER LLC

 2/20/26
KENNETH PORRO, ESQ.

KENNETH A. PORRO, ESQ.
Brach Eichler, LLC
101 EISENHOWER PKWY, SUITE 200
ROSELAND, NJ 07094