

WHEREAS, there exists a need for professional services to be provided to the Borough of Spring Lake, County of Monmouth, New Jersey (the "Borough") and the Borough Council desires to authorize the execution of a professional services contract between following listed persons/firms and the Borough for the provision of said services; and

DINA M. ZAHORSKY, BOROUGH CLERK

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
MR. ERBE			✓			
MR. HALE			✓			
MR. JUDGE	✓		✓			
MISS MCDONOUGH		✓	✓			
MR. SAGUI			✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON			✓			

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on March 12, 2024.

Borough Clerk

**PUBLIC NOTICE
BOROUGH OF SPRING LAKE**

PLEASE TAKE NOTICE, pursuant to N.J.S.A. 40A:11-1, et seq. the Mayor and Borough Council of the Borough of Spring Lake at their regular meeting held on March 12, 2024 has awarded Contracts for Professional Services for the following for a period of One (1) Year:

Resolution R-24-050

PS#13-2024	Legal Services Conflict Issues	DeCotiis, FitzPatrick, Cole & Giblin, LLP	61 South Paramus Road, Suite 250 Paramus, NJ 07652
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PLEASE TAKE FURTHER NOTICE, that these contracts were awarded as a Professional Service pursuant to N.J.S.A. 40A:11-1, et seq. as a non-fair and open contract without competitive bidding because the appointment involves a recognized profession, licensed and regulated by law and is therefore exempt under N.J.S.A. 40A:11-5(1)(a)(i) to the above professionals for the Borough of Spring Lake.

All Contracts are based on the rates submitted with their proposals with the certification of availability of funds being made on each voucher by the Chief Financial Officer.

Copies of the Resolutions and Contracts are on file and available for inspection in the Office of the Borough Clerk of the Borough of Spring Lake during regular business hours at 423 Warren Avenue, Spring Lake, New Jersey.

Dina M. Zahorsky
Borough Clerk

----- LAW OFFICES -----
DECOTIIS
DeCotiis, FitzPatrick, Cole & Giblin, LLP
61 SOUTH PARAMUS ROAD, SUITE 250
PARAMUS, NEW JERSEY 07652

NEW JERSEY
NEW YORK

TELEPHONE: (201) 928-1100
TELEFAX: (201) 928-0588
WWW.DECOTIISLAW.COM

BENJAMIN CLARKE, ESQ.
BCLARKE@DECOTIISLAW.COM
201.907.5210

March 11, 2024

By Email Only: bdempsey@springlakeboro.org

W. Brian Dempsey, Borough Administrator
423 Warren Avenue, PO Box 638
Spring Lake, NJ 07762

**Re: Engagement by the Borough of Spring Lake for Legal Services – Issues
Relating to Proposed Placement of Verizon Cell Towers and Wireless
Equipment**

Dear Mr. Dempsey:

As requested, this letter is to set forth terms for the engagement of our firm to provide legal services for the Borough of Spring (“the Borough”) in connection with concerns over and issues relating to Verizon’s proposed placement of cell towers and wireless equipment in the Borough. The scope of our engagement is to provide legal advice to and representation of the Borough in connection with those concerns and issues. Although the Borough is not presently engaged in litigation with Verizon, it is understood that this engagement may come to entail and include the representation of the Borough in litigation over those concerns and issues.

The terms of our engagement are as follows:

1. For time I devote to the engagement, I will bill you at an hourly rate of \$300 / hr., which will also be the rate applicable to any time devoted to the matter by partners in the firm. For time devoted to the matter by associates, you will be billed at a rate of \$200 / hr. For time devoted to the matter by para-legals, you will be billed at a rate of \$125 / hr.
2. The Firm will provide you with a bill for services on a monthly basis, which will identify the legal fees and costs, disbursements and expenses incurred for that month on this matter. All attorneys and paralegals bill in increments of 1/10 of an hour. We will also charge for expenses incurred in the course of representation, including, by way of example, costs for mileage and other travel, photocopying, postage, filing fees, computer legal research charges, overnight delivery, telecopying and messenger services. We ask that you promptly review our bills upon receipt and advise us of any questions or concerns. Our bills are due within 30 days of presentation. After 30 days, all unpaid bills will accrue interest at the rate of 1.5% per month until paid in full. By executing this

letter agreement, you authorize us to withdraw as counsel if our bills are not paid on a timely basis.

3. Upon execution of this letter agreement, we will require a retainer of \$10,000, which we will apply against billings until a balance of \$2,500 is reached. Should the matter resolve before the balance of the retainer reaches \$2,500, any balance will be refundable. Otherwise, the \$2,500 balance will be held against and applied to our final billings, with any remaining overage refundable.
4. In the event our Firm requires the services of any consultants in connection with our representation, we will obtain approval from you prior to retaining consultants and you agree to pay for those services, which will be billed separately or as a disbursement on our monthly invoices. In certain instances, we may require that you advance costs for the services of expert witnesses or other third parties.
5. You may terminate this agreement at any time, with or without cause, by notifying us in writing. Your termination of the agreement will not affect your responsibility for payment for legal services rendered and costs, disbursements and expenses incurred before termination and in connection with an orderly transition of the matter.
6. In the unlikely event the firm is required to pursue a collection effort for unpaid bills, the firm shall be entitled to recover reasonable attorneys' fees, costs, disbursements and expenses associated with such collection efforts.

If these terms are acceptable, kindly indicate your consent to them by signing below and returning this letter. If you have any questions or problems with respect to any of the terms, or if there is any aspect of the engagement you wish to have clarified, please let us know. We look forward to working with you toward a successful resolution of this matter. We thank you for the opportunity to represent you.

Very truly yours,

**DeCOTIIS, FITZPATRICK, COLE
& GIBLIN, LLP**

By: /s/ Benjamin Clarke
Benjamin Clarke

The above terms and conditions are
hereby accepted and agreed to:

W. Brian Dempsey
Borough Administrator



The Coast Star ✧ Night&Day ✧ The Ocean Star

13 Broad Street
732-223-0076

Manasquan, NJ 08736
Fax 732-528-1212

AFFIDAVIT OF PUBLICATION

State Of New Jersey

County of Monmouth

} SS.

I, Alison Manser Ertl, publisher of The Coast Star, a newspaper printed and published once a week at Manasquan, in said county and state, who being duly sworn, depose and saith that the advertisement, of which the annexed is a true copy, has been published in said newspaper 1 time(s), beginning on the 14th day of March, 2024 and ending on the 14th day of March, 2024.

Sworn and subscribed to before me this 14th day of March, 2024.

Notary Public of New Jersey

Total Cost Including \$13.00 Affidavit Fee: \$37.48
Spring Lake Borough Prof Svc Contract R24-050



BOROUGH OF SPRING LAKE
PROFESSIONAL SERVICE CONTRACT
PLEASE TAKE NOTICE, pursuant to N.J.S.A. 40A:11-1, et seq. the Mayor and Borough Council of the Borough of Spring Lake at their regular meeting held on March 12, 2024 has awarded Contracts for Professional Services for the following for a period of One (1) Year:
Resolution R224-050
PS#13-2024
Legal Services: DeCotis, FitzPatrick, 61 South Paramus Road, Suite 250
Conflict Issues: Cole & Giblin, LLP Paramus, NJ 07652
PLEASE TAKE FURTHER NOTICE, that these contracts were awarded as a Professional Service pursuant to N.J.S.A. 40A:11-1, et seq. as a non-fair and open contract without competitive bidding because the appointment involves a recognized profession, licensed and regulated by law and is therefore exempt under N.J.S.A. 40A:11-5(i)(3)(v) to the above professionals for the Borough of Spring Lake.
All Contracts are based on the rules submitted with their proposals with the certification of availability of funds being made on each voucher by the Chief Financial Officer.
Copies of the Resolutions and Contracts are on file and available for inspection in the Office of the Borough Clerk of the Borough of Spring Lake during regular business hours at 423 Warren Avenue, Spring Lake, New Jersey.
DINA M. ZAHORSKY
Borough Clerk
(324.48) (772) (3/14)
The Coast Star

----- LAW OFFICES -----
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PARAMUS, NEW JERSEY 07652

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March 11, 2024

By Email Only: bdempsey@springlakeboro.org

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6. In the unlikely event the firm is required to pursue a collection effort for unpaid bills, the firm shall be entitled to recover reasonable attorneys' fees, costs, disbursements and expenses associated with such collection efforts.

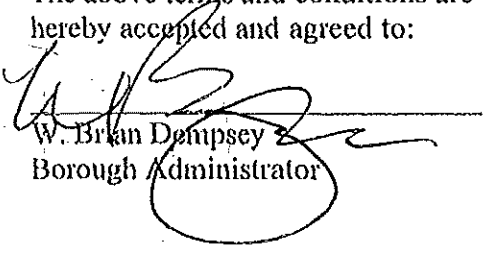
If these terms are acceptable, kindly indicate your consent to them by signing below and returning this letter. If you have any questions or problems with respect to any of the terms, or if there is any aspect of the engagement you wish to have clarified, please let us know. We look forward to working with you toward a successful resolution of this matter. We thank you for the opportunity to represent you.

Very truly yours,

**DeCOTIIS, FITZPATRICK, COLE
& GIBLIN, LLP**

By: /s/ Benjamin Clarke
Benjamin Clarke

The above terms and conditions are
hereby accepted and agreed to:


W. Brian Dempsey
Borough Administrator

WHEREAS, there exists a need for professional services to be provided to the Borough of Spring Lake, County of Monmouth, New Jersey (the "Borough") and the Borough Council desires to authorize the execution of a professional services contract between following listed persons/firms and the Borough for the provision of said services; and

WHEREAS, the services to be provided are considered to be "Professional Services" pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Local Public Contracts Law authorizes the awarding of a contract for "Professional Services" without public advertising for bids and bidding therefore, provided that the Resolution authorizing the contract and the contract itself be available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract be published in a newspaper of general circulation in the municipality; and

WHEREAS, they are required to complete and submit a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political candidate or candidate committee in the Borough of Spring Lake in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and

WHEREAS, sufficient funds are available for the services and will be certified on each voucher submitted for payment in accordance with their fee schedule, a copy of which is attached to their contract.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Borough Clerk are hereby authorized to execute a contract between the above-named persons/firms and the Borough to provide professional services to the Borough of Spring Lake; and

BE IT FURTHER RESOLVED, that a copy of this Resolution, the Business Entity Disclosure Certification and the Contract shall be placed on file with the Clerk of the Borough; and

BE IT FURTHER RESOLVED, that a notice in accordance with the Local Public Contracts Law of New Jersey in the form attached hereto shall be published in accordance with law; and

MAYOR JENNIFER NAUGHTON

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on March 12, 2024.

DINA M. ZAHORSKY, BOROUGH CLERK

	MOVED	SECONDED	AYES	NAYS	ABSENT	ABSTAIN
MR. ERBE			✓			
MR. HALE		✓	✓			
MR. JUDGE	✓		✓			
MISS MCDONOUGH			✓			
MR. SAGUI			✓			
MS. WHALLEY			✓			
MAYOR NAUGHTON						

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_____ Borough Clerk

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BOROUGH OF SPRING LAKE**

PLEASE TAKE NOTICE, pursuant to N.J.S.A. 40A:11-1, et seq. the Mayor and Borough Council of the Borough of Spring Lake at their regular meeting held on March 12, 2024 has awarded Contracts for Professional Services for the following for a period of One (1) Year:

Resolution R-24-051

PS#14-2024	Legal Services Conflict Issues	Wilson Williams Fellman Dittman	1314 Main Street, Suite 101 Louisville, Colorado 80227
------------	-----------------------------------	------------------------------------	---

PLEASE TAKE FURTHER NOTICE, that these contracts were awarded as a Professional Service pursuant to N.J.S.A. 40A:11-1, et seq. as a non-fair and open contract without competitive bidding because the appointment involves a recognized profession, licensed and regulated by law and is therefore exempt under N.J.S.A. 40A:11-5(1)(a)(i) to the above professionals for the Borough of Spring Lake.

All Contracts are based on the rates submitted with their proposals with the certification of availability of funds being made on each voucher by the Chief Financial Officer.

Copies of the Resolutions and Contracts are on file and available for inspection in the Office of the Borough Clerk of the Borough of Spring Lake during regular business hours at 423 Warren Avenue, Spring Lake, New Jersey.

Dina M. Zahorsky
Borough Clerk



PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract for professional legal services effective _____, 2024 between Wilson Williams LLP d/b/a **Wilson Williams Fellman Dittman** ("Law Firm") with offices at 1314 Main Street, Suite 101, Louisville, Colorado 80227 and the Borough of Spring Lake, a Municipal Corporation of the State of New Jersey, with offices at 423 Warren Avenue, P. O. Box 638, Spring Lake, New Jersey 07762 (the "Client").

FOR AND IN CONSIDERATION of the mutual promises and undertakings herein set forth the parties agree as follows:

1. **Legal Services.** Law Firm agrees to provide the following services:
 - Strategy development, negotiations, drafting and related work in connection with applications from Verizon Wireless for placement of 5G wireless facilities on Ocean Avenue;
 - If requested by the Client, review existing land use and rights of way code provisions regarding siting of wireless communications facilities; work with Client representatives on recommended modifications to code and possibly administrative regulations and application forms to ensure that local regulatory authority is consistent with applicable federal laws and regulations;
 - Other telecommunications/broadband related matters as may be requested by the Client from time to time.

Law Firm will exercise its best efforts on behalf of the Client and furnish the said services faithfully, with due diligence, and in accordance with the Rules of Professional Conduct. The Law Firm cannot and does not guarantee or agree that a result favorable to or satisfactory to the Client will be achieved. Law Firm is acting as an independent contractor therefore the Client will not be responsible for FICA taxes, health or life insurance, vacation, or other employment benefits.

2. **Staffing.** Ken Fellman will be the primary designated Attorney for this engagement, with assistance from other attorneys at the Law Firm, as needed and as directed by Ken Fellman. Other attorneys at the Law Firm that may work on this matter include Partner Brandon Dittman and Associate Wilson Scarbeary. Brandon Dittman is licensed to practice law in Colorado and New Jersey.

3. **Fees and Expenses.** The Client will compensate Law Firm for professional legal services as indicated below. Expenses such as photo-copying will be charged at the rates set forth on the attached **Schedule of Costs**.

<u>Attorney</u>	<u>Hourly Rate</u>
Geoff Wilson	\$300.00
Ken Fellman	\$315.00
Other Partners	\$255.00
Senior Counsel	\$240.00
Senior Associate	\$220.00
Attorney	
Associate Attorney	\$205.00
Paralegal/Law Clerk	\$95.00

- a. *Other Expenses.* In addition to the foregoing hourly rates for legal services fee, the Law Firm shall charge and the Client shall pay all costs incurred by the Law Firm in providing legal services to the Client. Examples of such costs include charges for filing fees, mileage, photocopies, scanning, color printer, messenger service, etc. A copy of the Schedule of Costs is attached. The Law Firm will charge for half of the travel time to attend Client meetings.
- b. *Monthly Billings.* Law Firm will issue a detailed, itemized invoice each month, for both fees and disbursements. All bills will reflect services already performed and disbursements already made, and are due upon receipt. Any amounts not paid within 60 days of the date of the bill shall be subject to a late payment charge of 1-1/2% per month (18% per year). If the Client fails to pay any charges within 60 days of the date of the bill the Law Firm may elect to stop all work for the Client. The Client's obligation to make prompt payment of all charges does not depend upon achievement of any specific result. Payments will be applied first to the oldest amounts outstanding.
- c. *Rate Adjustments.* Adjustments in the Firm's rates and charges do occur from time to time, and we endeavor to notify all our then active clients of any changes at the time they are to take place. Nonetheless we still encourage all client inquiries concerning the rates in effect at the beginning of each project and will provide an updated copy of these Billing Policies upon every request.

4. Termination. This Agreement may be terminated by either party upon notice in writing to the other. If Law Firm terminates this Agreement, it will do so in such a manner as not to jeopardize the interests of the Client's matters then pending and will give the Client reasonable opportunity to secure other legal counsel.

5. File Retention and Destruction. Law Firm will retain files received from and developed in handling the Client's matter for seven (7) years following the conclusion of the matter. It is the Law Firm's policy to destroy all files (including all documents and materials therein seven (7) years after we send such files to remote storage upon completion of the matter. However, if some legal restriction on destruction is imposed or some development occurs, the retention may be

modified. The Law Firm's file retention and destruction process is automatic and the Client will not receive further notice in advance of destruction of these files. Accordingly, if the Client wishes to maintain a record of any matter beyond our retention period, the Client should consider maintaining its own files relating to the matters the Law Firm is handling.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the day and year first above written.

EXECUTED on the latest date noted below, with an effective date of _____, 2024.

WILSON WILLIAMS LLP D/B/A
WILSON WILLIAMS FELLMAN DITTMAN



By: _____
Kenneth S. Fellman, Partner

Date: February 26, 2024

Borough of Spring Lake, New Jersey

By: _____

Its: _____

Date: _____

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Law Firm. Copying, collating, binding, and scanning performed outside the Law Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
5. **Travel:** Travel is charged at half of the total time of travel.
6. **Other Costs:** Other third-party costs will be billed to clients at the same rate the Firm is billed for the third-party services or expenses.

WILSON WILLIAMS FELLMAN DITTMAN
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Wilson Williams Fellman Dittman, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.

STAR NEWS GROUP®

The Coast Star ✧ Night&Day ✧ The Ocean Star

13 Broad Street
732-223-0076

Manasquan, NJ 08736
Fax 732-528-1212

AFFIDAVIT OF PUBLICATION

State Of New Jersey

County of Monmouth

} SS.

I, Alison Manser Ertl, publisher of The Coast Star, a newspaper printed and published once a week at Manasquan, in said county and state, who being duly sworn, depose and saith that the advertisement, of which the annexed is a true copy, has been published in said newspaper 1 time(s), beginning on the 14th day of March, 2024 and ending on the 14th day of March, 2024.



Sworn and subscribed to before me this 14th day of
March, 2024.



Notary Public of New Jersey

Total Cost Including \$13.00 Affidavit Fee: \$37.48
Spring Lake Borough Prof Svc Contract R24-051



BOROUGH OF SPRING LAKE
PROFESSIONAL SERVICE CONTRACT
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Resolution R-24-051
PS#14-2024
Legal Services Wilson Williams 1314 Main Street, Suite 101
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DINA M. ZABORSKY
Borough Clerk
(324-48) (72) (3/14)
The Coast Star



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modified. The Law Firm's file retention and destruction process is automatic and the Client will not receive further notice in advance of destruction of these files. Accordingly, if the Client wishes to maintain a record of any matter beyond our retention period, the Client should consider maintaining its own files relating to the matters the Law Firm is handling.

IN WITNESS WHEREOF the parties have set their hands and seals effective as of the day and year first above written.

EXECUTED on the latest date noted below, with an effective date of _____, 2024.

WILSON WILLIAMS LLP D/B/A
WILSON WILLIAMS FELLMAN DITTMAN



By: _____
Kenneth S. Fellman, Partner

Date: February 26, 2024

Borough of Spring Lake, New Jersey

By:  _____

Its: W. Bryan Dempsey Borough Administrator

Date: 3/14/2024

Schedule of Costs

1. **Long Distance Telephone Charges:** There is no charge for long distance calls.
2. **Copying and Scanning:** Document scanning and copying charges are \$.10 per page for black and white copies, and \$.50 per page for color copies made within the Law Firm. Copying, collating, binding, and scanning performed outside the Law Firm shall be charged at actual cost. The decision to use outside scanning, copying, collating and binding services shall be made on a case-by-case basis as the circumstances require.
3. **Deliveries:** Items delivered by commercial messenger service are billed at the actual rate charged by the service.
4. **Legal Research:** The charge to the Client includes the usage amount billed directly to the Firm from its on-line legal research provider in relation to the Client's case.
5. **Travel:** Travel is charged at half of the total time of travel.
6. **Other Costs:** Other third-party costs will be billed to clients at the same rate the Firm is billed for the third-party services or expenses.

WILSON WILLIAMS FELLMAN DITTMAN
PRIVACY POLICY NOTICE

Attorneys, like other professionals, who advise on certain personal matters, are required by federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, please understand that your privacy is important to us and we will always protect your right to privacy. Maintaining your trust and confidence is a high priority to this law firm. The purpose of this notice is to comply with the law by explaining our privacy policy with respect to your personal information.

NONPUBLIC PERSONAL INFORMATION WE COLLECT:

In the course of providing our clients with legal services, we collect personal information about our clients that is not available to the public and which is provided to us by our clients or obtained by us with their authorization or consent.

PRIVACY POLICY:

As a client of Wilson Williams Fellman Dittman, rest assured that all nonpublic personal information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as is permitted or required by law and applicable ethics rules.

CONFIDENTIALITY AND SECURITY:

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. We restrict access to nonpublic, personal information about you to those people in the firm who need to know that information to provide services to you (and their support personnel). In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards as well as federal regulations.

Please call the attorney you work with if you have any questions. Your privacy, our professional ethics, and the ability to provide you with quality service are very important to us.