

**RESOLUTION  
MONTCLAIR TOWNSHIP  
PLANNING BOARD**

**AUTHORIZING THE EXECUTION OF A FAIR AND OPEN PROFESSIONAL SERVICES  
AGREEMENT WITH BEATTIE PADOVANO TO SERVE AS PLANNING BOARD ATTORNEY  
(RFP 22 – 18)**

**December 19, 2022**

**WHEREAS**, the Municipal Land Use Law, N.J.S.A. 40:55D-24, provides that the Planning Board may employ legal counsel, experts and staff as it may deem necessary, not exceeding, the amount appropriated by the governing body for its use; and

**WHEREAS**, the Board has determined it has the need to retain an attorney to provide legal services including, but not limited to advice and consultation, attendance at meetings, preparation of documents and representation of the Board in suits and other proceedings and other services as may be required from time to time; and

**WHEREAS**, Request for Qualifications for Professional Services CY 2023 Various Montclair Township Land Use Board Legal Service (RFP 22-18) was issued on October 24, 2022 and the following proposals were received for Planning Board Attorney; and

1. Beattie Padovano, LLC, Montvale, NJ 07645
2. Schenk Price Smith, Florham Park, NJ 07932

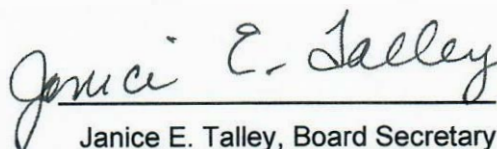
**WHEREAS**, after review of the proposals, the Planning Board has selected Beattie Padovano, LLC to serve as Board Attorney for 2023 for an amount not to exceed \$55,800; and

**WHEREAS**, pursuant to N.J.S.A 19:44A – 20.5 et seq. this contract is being awarded under the Fair and Open Process; and

**WHEREAS**, the Chief Financial Officer has certified that funds for this contract are available in account 01-201-21-181-028 and 03-270-56-018-001 subject to the adoption of the 2023 adopted municipal budget/2023 temporary municipal budget; and

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of Montclair that it does hereby appoint Beattie Padovano, LLC as Board Attorney to serve from January 1, 2023 to December 31, 2023 or until a successor is appointed; and

**BE IT FURTHER RESOLVED** by the Planning Board of the Township of Montclair, in the County of Essex, that the Township Manager and Township Clerk be and are hereby authorized to execute and attest an agreement with Beattie Padovano to serve as Planning Board Attorney for 2023 for an amount not exceed \$55,800 contingent upon the execution of a contract, subject to the appropriation of sufficient funds in the 2023 adopted municipal budget/2023 temporary municipal budget, otherwise the contract cannot exceed the amount available for the 2023 temporary budget period.

  
Janice E. Talley, Board Secretary



Township of Montclair 205 Claremont Avenue Montclair, NJ 07042 tel: 973-509-4964 fax: 973-509-0370

Chief Financial Officer  
Director of Finance

**CERTIFICATION OF FUNDS**

**I HEREBY CERTIFY THAT THE TOWNSHIP OF MONTCLAIR HAS UNENCUMBERED FUNDS ON HAND FOR THE PAYMENT OF SERVICES, GOODS, AND/OR MERCHANDISE AS STATED IN THE FOLLOWING CONTRACT:**

<b>PURPOSE OF CONTRACT</b>	Planning Board Attorney
	_____
	_____
<b>TOTAL AMOUNT OF CONTRACT SUBJECT TO APPROPRIATIONS IN BUDGET</b>	\$ 55,800.00
	_____
<b>ACCOUNT NUMBER (S)</b>	01-201-21-180-028
	_____
	03-27 66-018-001
	_____
	_____
<b>NAME AND ADDRESS OF COMPANY</b>	Beattie Padovano
	_____
	200 Market Street Suite 401
	_____
	Montvale, NJ 07 645
	_____

*Padmaja Rao*

\_\_\_\_\_  
**Padmaja Rao, CPA, RMA, CMFO**  
**Chief Financial Officer**  
**Director of Finance**

**Date:** 12/13/2022  
 \_\_\_\_\_



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made this \_\_\_\_\_ day of January 2022 between the Township of Montclair, a body politic and corporate of the State of New Jersey (the "Township") and the following professional service provider ("Provider"):

Name of Provider: Beattie Padovano, LLC by Arthur M. Neiss, Esq.

Office address: 50 Chestnut Ridge Road, Suite 208 Montvale, NJ 07645-1845

Professional license type: Legal Attorney Registration #: 034381985

WHEREAS, it is agreed as follows:

1. **Services.** Provider shall provide the Planning Board with professional services as directed by the Director of Planning. The services to be performed shall include legal services in connection with matters pending before the Planning Board including advice and consultation, attendance at Board meetings, preparation of documents and representation of the Board in lawsuits and other proceedings and other services as may be required from time to time and all services as outlined in the attached proposal dated November 11, 2022. The services shall also include other matters as assigned.

2. **Term.** The term of this Agreement shall be January 1, 2023 through December 31, 2023. The term may not exceed one year.

3. **Compensation.** Provider shall be compensated as follows:

Fixed amount (s): \$450 per Board meeting and \$2,500 per quarter

Hourly rate: \$180 per hour for tasks implicating litigation and applicant escrows

Total shall not exceed: \$55,800 including \$20,800 from the municipal budget and \$35,000 from the development escrow account

The Township shall not be charged for the time spent by Provider preparing, reviewing or discussing its bill for or with the Township. The Township shall also not be charged for Provider's clerical staff.

4. **Disbursements.** In addition to fee income but included in the "not to exceed" limit, Provider will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Township's behalf.

5. **Estimates.** Although Provider will, upon the Township's request, furnish estimates of fees and costs that are anticipated, the parties understand that these estimates are by their nature inexact.



**6. In-House Costs.** The Township shall not be charged for in-house costs for photocopies at a rate greater than ten cents per copy, the line and usage charges for telephone calls, e-mails, or facsimiles.

**7. Billing.** Fees and expenses will be billed monthly upon submission of periodic vouchers accompanied by a statement of services rendered. No payment under this Agreement shall be made until Provider claiming same presents a detailed bill of items on demand specifying particularly how the bill is made up upon a Township voucher form with the Certification of Provider claiming that it is correct, together with a Certification of some officer or duly designated employee of the Township that said goods have been received or the services rendered to the Township. The Township shall not be obligated to pay fees and expenses not billed within sixty (60) days of when incurred.

**8. Communication.** Upon request, Provider shall provide a written update for the Township Provider including a brief description of activity to date, the current status of matters outstanding, what developments are expected during the current quarter and billing information.

**9. Severability of Provisions.** If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or to other circumstances.

**10. Waiver of Breach.** The waiver by the Township of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this Agreement.

**11. Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated thereunder, are incorporated into the terms and conditions of Provider's retention and made a part of hereof.

**12. Affirmative Action.** Attachment A containing the Affirmative Action requirements is incorporated herein.

**13. Americans with Disabilities Act.** Attachment B containing the Americans with Disabilities Act requirements is incorporated herein.

**14. Political Contribution Disclosure.** Attachment C containing the requirements for a non-fair and open contract is incorporated herein.

This Agreement has been awarded to the Provider based on the merits and abilities of the Provider to provide the goods or services as described herein. This Agreement was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the Provider does hereby attest that the Provider, 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 19:44A16, in the one (1) year period

preceding the award of the Agreement that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Agreement, nor will it make a reportable contribution during the term of the Agreement to any political party committee in the Township if a member of that political party is serving in an elective public office of the Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Township when the contract is awarded.

**15. Conflicts of Interest.** During the period of this Agreement, the Provider and all entities with which is engaged shall not accept engagements, do work, for any entity, private or governmental, for work or services in the Township which deal with the functioning, operations, grants, studies, litigation, appearances before its bodies and officials, developmental applications or public work which will be considered a conflict with this Agreement. As a public entity, the Township cannot waive a conflict of interest. Provider agrees to notify the Director of Planning and if further directed, the Township Attorney, immediately if a conflict arises or is discovered during the term of or in the course of performing the services pursuant to this Agreement.

**16. Confidentiality.** Provider agrees that all reports and conclusions are for the confidential use and information of the Planning Board and that Provider will not disclose the conclusions, in whole or in part, to any person or persons whatsoever.

**17. Termination.** Either party shall have the right to terminate this Agreement with or without cause upon providing not less than thirty (30) days prior written notice to the other party. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto.

**18. Notices.** All notice given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, lawyers' service or some other method of overnight delivery to the respective parties at the address set forth below:

Beattie Padovano, LLC  
50 Chestnut Ridge Road, Suite 208  
Montvale, NJ 07645-1845  
Attn: Arthur M. Neiss, Esq.

Township of Montclair  
Township Manager's Office  
205 Claremont Avenue  
Montclair, New Jersey 07042

Township of Montclair  
Township Attorney's Office  
205 Claremont Avenue  
Montclair, New Jersey 07042

**19. Hold Harmless.** The Provider specifically agrees to save and hold the Township harmless from all acts of negligence by the Provider which may arise out of this Agreement. This relationship created by this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed so as to create a partnership or any other employee/employer relationship between the parties. Provider agrees to abide by all requirements contained in the "Local Public Contracts Law," N.J.S.A. 40:11-1 et seq. and all local, state and federal laws in effect during the term of this Agreement.

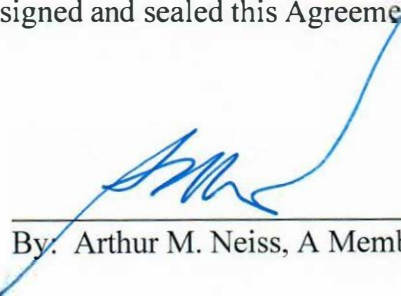
20. **Insurance.** The Provider shall be responsible to maintain all insurance which is required by the laws of the State of New Jersey. The Provider shall maintain professional liability insurance in the amount of at least \$1,000,000.00 at all times during the term of this Agreement.

21. **Agreement.** Provider's signature on this Agreement constitutes acceptance of the foregoing terms and conditions, and if applicable, ratification of those terms and conditions in connection with work already performed. This Agreement constitutes the entire understanding concerning the Township's engagement of Provider and cannot be modified except in a writing signed by both parties.


22. **Additional Provisions.**  None  Attached

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the dates set forth below.

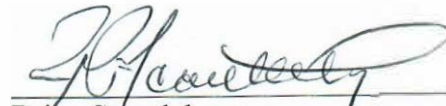
BEATTIE PADOVANO, LLC

  
By: Arthur M. Neiss, A Member of the Firm

WITNESS:

  
Name: LORRAINE CAPORZI


TOWNSHIP OF MONTCLAIR

  
Brian Scantlebury  
Acting Township Manager

ATTEST:

  
Angel ese Bermudez Nieves, Township Clerk  
Authority:

This Agreement was approved on December 19, 2022 by Resolution of the Planning Board of the Township of Montclair.

  
Janice E. Talley, P.P./AICP  
Director of Planning





COUNSELLORS AT LAW  
200 MARKET STREET, SUITE 401  
MONTVALE, NEW JERSEY 07645

(201) 573-1810

www.beattielaw.com

NEW YORK OFFICE:  
99 MAIN STREET, SUITE 319  
NYACK, NEW YORK 10960  
(845) 512-8584

COUNSEL TO THE FIRM

BRENDA J. STEWART (NJ BAR)  
JAMES V. ZARRILLO (NJ, NY BARS)  
JEANETTE A. ODYNSKI (NJ, NY BARS)  
CRISTIN M. KEEGAN (NJ, NY BARS)  
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BARBARA M. MARTIN (NJ BAR)

IAN M. EASTWICK (NJ, NY BARS)  
KIMBERLEY A. BRUNNER (NJ, NY BARS)  
JOSEPH A. DIPISA III (NJ, NY BARS)  
JASON A. CHERCHIA (NJ, NY BARS)  
SHKELQIM PILINCI (NJ, NY, MT BARS)

RALPH J. PADOVANO (1935-2016)  
JAMES R. BEATTIE (1935-2021)

Reply to New Jersey Office  
Writer's Direct Access  
Email: [anelss@beattielaw.com](mailto:anelss@beattielaw.com)  
Direct Dial and Fax: (201) 799-2114

MARTIN W. KAFAFIAN (NJ, NY, DC BARS)  
ADOLPH A. ROMEI (NJ, NY BARS)  
JOHN J. LAMB (NJ BAR)  
ANTIMO A. DEL VECCHIO (NJ, NY, DC BARS)  
ROBERT A. BLASS (NJ, NY BARS)  
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STEVEN A. WEISFELD (NJ, NY BARS)  
IRA E. WEINER (NJ BAR)  
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MICHAEL STERNLIEB (NJ BAR)  
DANIELE CERVINO (NJ, NY BARS)  
ARTHUR M. NEISS (NJ, NY BARS)  
DANIEL L. STEINHAGEN (NJ, NY BARS)  
MARTIN R. KAFAFIAN (NJ, NY BARS)

OF COUNSEL

ROGER W. BRESLIN, JR. (NJ BAR)  
THOMAS W. DUNN (NJ BAR)  
DANA B. COBB (NJ, NY BARS)  
IRA J. KALTMAN (NJ, NY BARS)  
MARY ELLEN B. OFFER (NJ, NY BARS)  
EMERY C. DUELL (NJ, NY BARS)  
JOSEPH A. RIZZI (NJ BAR)  
PATRICK J. MONAGHAN, JR. (NJ, NY BARS)

November 11, 2022

Township of Montclair  
Department of Finance  
Attn: Purchasing Agent  
205 Claremont Avenue  
Montclair, New Jersey 07042

Re: **Executive Summary – PLANNING BOARD ATTORNEY  
Request for Qualification (RFQ) RFP 22-18**

Dear Sir/Madam:

On behalf of Beattie Padovano, LLC (the "Firm"), I am responding to the Township of Montclair ("Township") Request for Qualifications for Attorney for the Planning Board ("Board"). Please consider this letter as an Executive Summary in satisfaction of item #3 of Specification Section III (at p. 18).

After more than five decades, Beattie Padovano, LLC continues its tradition of providing exceptional and cost effective legal services. From the beginning, Beattie Padovano earned and maintained an excellent reputation for the quality of its legal services, as well as strict ethical standards. The Firm provides legal representation in a broad range of sophisticated matters to national and international publicly held corporations, individuals, entrepreneurs, partnerships, closely-held companies as well as banks, insurance companies, governmental agencies and boards. Committed to providing clients with legal services of the highest caliber, the Firm's attorneys, all of whom have excellent academic backgrounds and diversified expertise, offer creative, effective and efficient solutions to facilitate clients' business needs. The Firm and many of its attorneys have achieved the highest rating of AV in the Martindale-Hubbell Law Directory and is listed in the Martindale-Hubbell Bar Register of Preeminent Lawyers.

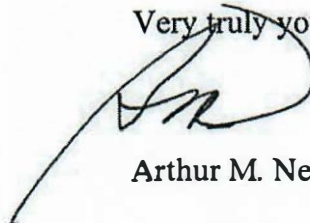
*Fifty-Two Years of Service*

The Firm's dedication to maintaining and growing a wide range of practice areas enables us to offer the legal assistance needed to address clients' needs. The Firm's land use department has earned a reputation for getting things done for its clients whether it is creating and developing new land use law through the courts, representing boards, securing permits or approvals or obtaining results by litigation, the Firm's land use department is always on the forefront of land use law.

It has been an honor and a privilege for me to represent the Planning Board during the last 11 years. The Board is an important municipal client of the Firm and we have consistently provided prompt, effective and efficient legal services to the Board, its members, its professionals and the community. We intend to continue providing the level of service the Board has come to – and should – expect.

Thank you for the opportunity to submit our credentials for the Township's and the Board's consideration.

Very truly yours,

A handwritten signature in black ink, appearing to be 'AMN', written over a horizontal line.

Arthur M. Neiss

AMN:lc



MARTIN W. KAFAFIAN (NJ, NY, DC BARS)  
ADOLPH A. ROMEI (NJ, NY BARS)  
JOHN J. LAMB (NJ BAR)  
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November 11, 2022

Township of Montclair  
Department of Finance  
Attn: Purchasing Agent  
205 Claremont Avenue  
Montclair, New Jersey 07042

Re: **Request for Qualifications (RFQ) RFP 22-18**  
**Legal Services: Planning Board Attorney**

Dear Sir/Madam:

In accordance with the above and, specifically, Specification Section III (at p. 18), on behalf of Beattie Padovano LLC (the "Firm") I address the following mandatory contents:

1. Contact information for the Firm and myself is shown in the letterhead, above.
2. The Firm's fee proposal for the 2023 Township year is as follows:  
Attendance at Board meetings: \$450.00  
Fees payable from applicant escrows: \$180.00/hour  
Stipend: \$2,500.00
3. The Firm's Executive Summary accompanies this letter.
4. As I have done for the last eleven years, I expect to be the sole person responsible for this engagement. In certain rare circumstances (e.g., litigation in Superior Court where the Board has been named a defendant), for purposes of efficiency and to maintain the lowest cost to the Township, it may be necessary or prudent to use associate attorneys for research and/or writing tasks, where their rates are substantially lower than mine.  
A copy of my current Resume is enclosed.

*Fifty-Two Years of Service*

5. At present, and in addition to my service as the current Planning Board Attorney for the Township Planning Board, I serve as the Planning Board Attorney in the following communities: Borough of Lincoln Park (Morris County); Borough of Closter (Bergen County); and Borough of New Milford (Bergen County). Although these latter municipalities are not similarly sized to the Township, I have addressed a multitude of land use issues both in Montclair and in these towns.
6. As seen in the letterhead, the office location of our Firm is in Montvale, Bergen County. Attorneys of the Firm appear regularly in the municipalities and courts located in Essex County. I reside in Montclair.
7. The following is a list of references:
  - a. John Thomas Wynn, Chair, Montclair Planning Board, (201) 396-6044;
  - b. Charles Blewett, Jr., Chair, Lincoln Park Planning Board, (973) 263-1732;
  - c. John DaCosta, Chair, New Milford Planning Board, (201) 725-9709;
  - d. Dr. Mark Maddaloni, Chair, Closter Planning Board, (201) 783-3201;
  - e. Jouahn Nam, Ph.D., Managing Member, Withinvestors Financial Group LLC, 110 Broad Avenue, Suite B, Palisades Park, New Jersey 07650, (201) 567-6990.
8. Neither the undersigned nor any other member of the Firm has been engaged as a defendant in any litigation involving a sum of \$100,000 or more or any professional disciplinary action over the last three years.
9. Neither the undersigned nor any other member of the Firm is aware of any ongoing investigations and/or litigation matters involving the Firm since January 1, 2000.
10. The Firm serves as counsel to the Hampshire Companies which was a co-applicant for site plan approval for the property known as Lackawanna Plaza. Accordingly, I recused myself from that application and conflict counsel handled the matter; conflict counsel remains involved in the appeal pending before the Appellate Division of the Superior Court.  
In the past, I have recused from all other matters giving rise to a conflict of interest. Neither the Firm nor I have a personal or pecuniary interest in any matters contemplated to come before the Board but if this changes, the Firm and I would immediately recuse.

Thank you for your consideration of this proposal. Please advise if you require any further information of documentation.

Very truly yours



Arthur M. Neiss

AMN:lc  
Enc.