

Exhibit “B”

AGREEMENT FOR SERVICES OF THE TOWNSHIP ATTORNEY

THIS AGREEMENT made and entered into effective the 28th day of October, 2025, by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, located at Town Hall, 66 Main Street, West Orange, County of Essex and State of New Jersey, hereinafter called the “TOWNSHIP,” and **Semeraro & Fahrney, LLC** with a principal place of business at 155 Route 46, Suite 108, Wayne, New Jersey 07470, hereinafter referred to as “COUNSEL”, and for a term concurrent with that of the Mayor appointing it immediately upon passage of an authorizing resolution and execution of this agreement.

WITNESSETH THAT:

WHEREAS, the Township of West Orange is a Faulkner Act Mayor-Council Form of government with a Law Department established by Ordinance, the Director of which is the Township Attorney; and

WHEREAS, the Mayor intends to appoint Mark J. Semeraro, Esq an Attorney at Law of the State of New Jersey (“Semeraro”) and his law firm (Semeraro & Fahrney, LLC), to the position of Township Attorney subject to advice and consent of the Township Council; and

WHEREAS, *N.J.S.A.* 40:69A-43, a section of the Faulkner Act, provides that “each department head shall serve during the term of office of the mayor appointing him, and until the appointment and qualification of his successor”, which takes precedence over *N.J.S.A.* 40A:9-139, requiring that the appointment of municipal attorneys be limited to a term of one year, and

WHEREAS, Section 2-9.1 of the Township’s Revised General Ordinances provides that the Township Attorney “shall serve during the term of office of the Mayor appointing him”; and

WHEREAS, the TOWNSHIP COUNCIL Resolution approving this Agreement provides for payment of the Township Attorney not to exceed \$150,000.00 for the balance of 2025 at the

hourly rate of \$175.00, which includes payment for COUNSEL's representation of the TOWNSHIP in its general legal matters, including litigation, contractual, arbitrated or mediated matters; and

WHEREAS, Mark J. Semeraro and the attorneys associated with Semeraro & Fahrney, LLC whom will be providing the services herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Services.** The TOWNSHIP hereby retains the services of COUNSEL, to provide all general legal services on behalf of the TOWNSHIP as provided by State statutes, regulations and the Revised General Ordinances of the TOWNSHIP, including, but not limited to: (i) providing legal advice to the Mayor,

2. Council, and Department Directors, in their day to day operation of the TOWNSHIP's government, including compliance with the Local Public Contracts Law, the Open Public Meetings Act, the Open Public Records Act, the Local Finance Law, Local Budget Law, Civil Service Law, etc.; (ii) legal research and drafting of legal opinions, contracts, agreements, resolutions and ordinances required for the effective and efficient operation of the TOWNSHIP's government; (iii) providing legal advice regarding policy initiatives and changes; (iv) representing the TOWNSHIP's interests in the purchase and sale of real property, and other property; (v) enforcement of licensing and regulatory ordinances of the TOWNSHIP, etc.; (vi) representation of the Township in certain judicial and administrative proceedings, whether before a judge, arbitrator, or mediator, in which the Township, or any of its officers in their official capacity, may have an interest; and (vii) related matters.

The Scope of Services shall include matters of litigation, arbitration or mediation in which the TOWNSHIP has an adversary, but in all such matters, COUNSEL shall be paid at an hourly rate separate and apart from, and in addition to, the salary paid for representation of the TOWNSHIP in its general legal matters. Whenever the Township Attorney deems it appropriate and subject to Governing Body approval, whether due to potential conflict of interest, the need for more specialized or expert legal skills, or to handle particularly complex or specialized legal matters, special counsel may be hired by the Township Attorney subject to Governing Body approval and at a negotiated rate of compensation. COUNSEL shall review the invoices submitted by such special counsel to determine their accuracy and reasonableness under the Township's Billing Guidelines and shall manage their representation of the TOWNSHIP's interests to maximize the efficiency and effectiveness of their legal representation.

3. **Additional Encumbrances.** In the event that the \$150,000.00 budgeted amount for COUNSEL'S services is exhausted prior to years end, the COUNSEL shall be entitled to seek necessary and reasonable encumbrances to compensate him for the balance of the year. Each subsequent year shall have its encumbrance set by resolution.

4. **Appointment of Assistant Township Attorney.** Simultaneously herewith, the Township is approving Gregg F. Paster, Esq. as Assistant Township Attorney. COUNSEL agrees that Mr. Paster will continue to serve in this capacity until December 31, 2026 when the current Mayor's term ends unless Mr. Paster resigns or fails to perform his ethical duties in accordance with the New Jersey Rules of Professional Responsibilities. If Mr. Paster ceases as Assistant Township Attorney, COUNSEL shall not recommend or submit a new Assistant Township Attorney without consultation and consent of the Mayor.

5. **Salary and Hourly Rate.** For representation of the Township in its general legal matters, COUNSEL shall be paid at a hourly rate of \$175 not to exceed \$150,000 for the balance of 2025. For matters of litigation, arbitration or mediation in which COUNSEL performs legal services for the TOWNSHIP, COUNSEL (including any and all attorneys employed by it) shall be paid at the hourly rate provided in the TOWNSHIP's Attorney Billing Guidelines (currently \$175.00 per hour) for those legal services reasonably necessary to provide competent and adequate representation of the TOWNSHIP's interests, payment for all such services to be subject to Governing Body approval.

6. **Submission and Content of Invoices.** COUNSEL and the Township Attorney shall be entitled to payment for services rendered in fulfillment of their respective duties upon submission of invoices to the TOWNSHIP on a monthly basis. The invoices shall set forth in detail the time expended each day and description of the services rendered. All invoices shall, at a minimum, set forth: (i) the name of the matter; (ii) date(s) of services rendered; (iii) the attorney's name, initials, or other such identification; (iv) the attorney's hourly rate; (v) total charge for the task or billing entry; (vi) detailed description of the service rendered; and (vii) the amount of time spent on the particular task. COUNSEL and Township Attorney shall not block bill for any services rendered. For purposes of this Agreement, "block billing" shall refer to the practice of grouping together multiple activities or tasks under one (1) time entry.

7. **Reimbursement for Expenses.** COUNSEL may seek reimbursement for actual expenses reasonably incurred, such as postage, copying, mileage, meals, parking, court reporters or delivery of documents in accordance with the TOWNSHIP's Billing Guidelines. The amounts for such expenses shall be itemized on the monthly invoices provided to the TOWNSHIP.

8. **Administrative Work, Secretarial Services and Multiple Attorney Billing.**

COUNSEL shall not bill the TOWNSHIP for office overhead expenses such as secretarial or administrative support staff and billing for multiple attorneys for internal conferences or attendance at outside meetings and events should be discouraged and minimized.

9. **Billing for Travel Time.** COUNSEL may bill the TOWNSHIP for travel time to and from any destinations in connection with the performance of this Agreement at one-half (50%) of the normal hourly rate for such matters including but not limited to travel time to the Municipal Building.

10. **Coordination of Representation.** COUNSEL shall coordinate and regularly communicate with the appropriate TOWNSHIP officials, department heads, TOWNSHIP employees and any others involved, regarding the status of various matters and the need for information and cooperation on their part.

11. **Professional Liability Coverage Required.** At all times during COUNSEL's retention by the TOWNSHIP, COUNSEL shall comply with the applicable New Jersey Court Rules requirements for professional liability coverage. COUNSEL shall maintain in good standing one or more policies of lawyers' professional liability insurance which shall insure COUNSEL's firm against liability imposed upon it by law for damages resulting from any claim made against it by its clients arising out of the performance of professional services by attorneys employed by the firm in their capacities as attorneys. Professional malpractice coverage of not less than \$1 million per occurrence/\$3 million aggregate shall remain in place at all times with the Clerk/Purchasing Agent to receive an annual Certificate of Insurance listing the TOWNSHIP as additional insured no less than thirty (30) days before the renewal date.

12. **Township Representations.** COUNSEL is hereby placed on notice that **no** Department Head, individual member of the Governing Body, or any agent, servant or employee of the TOWNSHIP possesses any lawful authority to: (a) engage on behalf of the Township the provision of legal services; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess.

13. **Applicability of Laws.** The provisions of this agreement are subject to the limitations of provisions of the New Jersey Tort Claim Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

14. **Choice of Law.** This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

15. This contract was awarded through a fair and open process pursuant to N.J.S.A. 19:44A-20.4 et seq.

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

ATTEST:

KAREN J. CARNEVALE, R.M.C

WITNESS:

TOWNSHIP OF WEST ORANGE

By: _____
SUSAN McCARTNEY, MAYOR

SEMERARO & FAHRNEY, LLC

By: _____
MARK J. SEMERARO