

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2025-167

A motion was made by Deputy Mayor McEvoy; seconded by Councilwoman McGrath that the following resolution be adopted:

**AUTHORIZING AN AGREEMENT TO ENTER INTO A UNIFORM SHARED
SERVICES AND CONSOLIDATION ACT WITH THE BOROUGH OF ESSEX
FELLS AND THE BOROUGH OF ROSELAND**

WHEREAS, the Township of Verona, Borough of Essex Fells, and the Borough of Roseland are authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., to enter into agreements for shared services; and

WHEREAS, the municipalities all desire to challenge the Flood Hazard Area Individual Permit and Freshwater Wetlands General Permit Nos. 10B, 11, and 17, the Water Quality Certificate, and other related permits and approvals issued to West Essex Highlands, Inc.; and

WHEREAS, the Parties agree to obtain professional legal services from a mutually agreed-upon attorney to advise on a matter of shared municipal interest; and

WHEREAS, the Parties agreed to share the cost of such legal services, not to exceed a total of Five Thousand Dollars (\$5,000), and have further agreed to increase the not to exceed expenditure to a total of Fifteen Thousand Dollars (\$15,000).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona that the Township Manager is hereby authorized to execute the attached Shared Services Agreement with the Borough of Essex Fells and the Borough of Roseland.

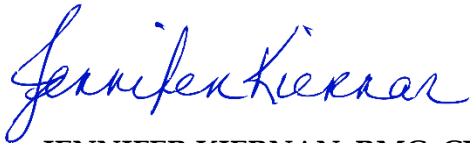
ROLL CALL:

AYES: McGrath, Roman, McEvoy, Tamburro

NAYS:

ABSENT: Holland

**THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A
RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
VERONA AT THE REGULAR MEETING HELD ON JULY 21, 2025.**



**JENNIFER KIERNAN, RMC, CMC
MUNICIPAL CLERK**



SHARED SERVICES AGREEMENT

*FOR LEGAL SERVICES
BY AND BETWEEN THE BOROUGHS OF ESSEX FELS AND ROSELAND
AND TOWNSHIP OF VERONA*

This Shared Services Agreement ("Agreement") is made this ___ day of June, 2025, by and between the Borough of Essex Fells, a municipal corporation of the State of New Jersey, 255 Roseland Avenue, Essex Fells, New Jersey 07021 ("Essex Fells"), the Township of Verona, 600 Bloomfield Avenue, Verona, New Jersey 07044 ("Verona"), and the Borough of Roseland 140 Eagle Rock Avenue, Roseland, New Jersey 07068 ("Roseland") (collectively, the "Parties").

WHEREAS, the Parties are all municipalities located in Essex County, New Jersey, and are authorized pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., to enter into agreements for shared services; and

WHEREAS, the Parties agree to obtain professional legal services from a mutually agreed-upon attorney to advise on a matter of shared municipal interest; and

WHEREAS, the Parties agreed to share the cost of such legal services, not to exceed a total of Five Thousand Dollars (\$5,000), and have further agreed to increase the not to exceed expenditure to a total of Fifteen Thousand Dollars (\$15,000);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Purpose

This Agreement sets forth the terms and conditions under which the Parties have jointly retained Gregory Mascera, Esq. of the firm Bannon, Rawding, McDonald, and Mascera to provide legal services on a shared basis.

2. Lead Agency

Essex Fells shall serve as the Lead Agency for purposes of administering, and managing the professional services described herein.

3. Scope of Services

Gregory Mascera, Esq. of the firm Bannon Rawding, McDonald & Mascera, shall provide legal services related to the administrative appeal to the DEP and the subsequent appeal in the New Jersey Superior Court, Appellate Division, as directed collectively by the Parties.

4. Cost Allocation

The total cost for the attorney's services under this Agreement shall not exceed \$15,000.00. The cost shall be shared equally among the Parties, with each Party contributing one-third of the professional services fee. Each Party shall remit payment of its share to Essex Fells within thirty (30) days of receipt of an invoice from Essex Fells.

5. Term

This Agreement shall become effective upon full execution by all Parties and shall remain in effect until completion of the services or expenditure of the \$15,000 cap, whichever occurs first, unless earlier terminated as provided below.

6. Termination

Any Party may withdraw from this Agreement upon thirty (30) days' written notice to the other Parties. In such case, the withdrawing Party shall remain responsible for its share of the costs incurred up to the effective date of withdrawal.

7. Indemnification

Each Party shall be responsible for its own acts and omissions and agrees to hold the other Parties harmless for any claims, losses, or damages arising from its own conduct in connection with this Agreement.

8. Miscellaneous

Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter.

9. Amendments

No amendment shall be valid unless in writing and signed by all Parties.

10. Governing Law

This Agreement shall be governed by the laws of the State of New Jersey.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the date first written above.

BOROUGH OF ESSEX FELLS

TOWNSHIP OF VERONA

By: _____

Name: Edward A. Davis

Title: Mayor

Date: July ____, 2025

By: _____

Name: Dr. Christopher Tamburro

Title: Mayor

Date: July ____, 2025

BOROUGH OF ROSELAND

By: _____

Name: James R. Spango

Title: Mayor

Date: July ____, 2025