

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 17, 2023

NUMBER 18-2023

AMENDED

TITLE: A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT WITH THE LAW FIRM OF STEVENS & LEE, P.C. TO SERVE AS SPECIAL LITIGATION COUNSEL TO REPRESENT THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP IN THE MATTER CAPTIONED, CITY OF ORANGE TOWNSHIP AND DWAYNE D. WARREN V. MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, DOCKET NO. ESX-L-005312-21 FOR THE CALENDAR YEAR 2023 IN AMOUNT NOT TO EXCEED \$20,000.00.

WHEREAS, the City of Orange Township and Dwayne D. Warren, in his official capacity as Mayor of the City of Orange Township, as plaintiffs, commenced an action against the Municipal Council of the City of Orange Township (the "Municipal Council"), by filing a Verified Complaint for Declaratory Relief in the Superior Court of New Jersey, Law Division, Essex County, which is pending under Docket No. ESX-L-005312-21 (the "Declaratory Judgment Action"); and

WHEREAS, in light of the Mayor commencing the Declaratory Judgment Action, the Municipal Council, a defendant in the Declaratory Judgment Action, determined that it was necessary to appoint special litigation counsel to represent it in the Declaratory Judgment Action; and

WHEREAS, Stevens & Lee, P.C. agreed to provide those services at an hourly rate of \$185.00 per hour, plus expenses, for a total contract amount not to exceed \$25,000.00, including expenses, for Calendar Year 2021; and

WHEREAS, on April 5, 2022, the Municipal Council passed Resolution 168-2022 awarding a professional services contract to Stevens & Lee, P.C. to serve as Special Litigation Counsel to it in the Declaratory Judgment Action, with Resolution 168-2022 providing for a total contract amount not to exceed \$25,000 for Calendar Year 2022; and

WHEREAS, because the Declaratory Judgment Action against the Municipal Council remains pending, the Municipal Council has determined that the services of Stevens & Lee, P.C. pursuant to the existing professional services contract are still necessary and required; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. § 40A:11-5, authorizes the entry of contracts for professional services without competitive bidding; and

WHEREAS, such professional services to be rendered by Stevens & Lee, P.C. on behalf of the Municipal Council in the Declaratory Judgment Action during Calendar Year 2023 qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. § 40A:11-5(1)(a)(i); and

WHEREAS, the Municipal Council and Stevens & Lee, P.C. mutually desire to enter into a professional services contract so that Stevens & Lee, P.C. may serve as Special Litigation Counsel to the Municipal Council in the Declaratory Judgment Action for Calendar Year 2023; and

WHEREAS, this contract is being awarded in accordance with the requirements of N.J.S.A. § 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, Stevens & Lee, P.C. has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any reportable contributions to any political or candidate committee in the City of Orange Township in the previous one year period, and the subject contract will prohibit said firm from making any reportable contributions during the term of this contract; and

WHEREAS, the anticipated term of the professional services contract with Stevens & Lee, P.C. contemplated herein is presently undeterminable because it involves litigation of the Declaratory Judgment Action on behalf of the Municipal Council. In an effort to comply with the requirements of N.J.S.A. § 40A:11-3(b), however, the professional services contract contemplated herein shall not exceed twelve consecutive months in accordance with the requirements of N.J.S.A. § 40A:11-3(b). It is expressly understood, however, that the Municipal Council may enter a separate professional services contract with Stevens & Lee, P.C. at the expiration of the twelve-month period for its representation of the Municipal Council in the Declaratory Judgment Action, and it is further expressly understood that the Municipal Council's engagement of Stevens & Lee, P.C. for Calendar Year 2023 shall, unless otherwise terminated, ultimately conclude when the Declaratory Judgment Action commenced by the Mayor against the Municipal Council is dismissed with prejudice; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No 2-01-20-112-000-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Stevens & Lee, P.C.; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council that Stevens & Lee, P.C. is hereby appointed as Special Litigation Counsel to represent the Municipal Council in the Declaratory Judgment Action and shall be paid at the fixed hourly rate of \$185 per hour, plus the cost of reimbursable expenses, not to exceed \$20,000.00 for Calendar Year 2023;

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certification is to be placed on file with this Resolution;

BE IT FURTHER RESOLVED that this professional services contract is being awarded without competitive bidding as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

BE IT FURTHER RESOLVED that that the professional services contract is being awarded pursuant to N.J.S.A. § 19:44A-20.5;

BE IT FURTHER RESOLVED that this expenditure shall be charged to Budget Account No. 3-01-20-112-000-519, or any other account that may be deemed appropriate;

BE IT FURTHER RESOLVED that a copy of this Resolution will be published in a newspaper of general circulation in the City of Orange Township as required by law within ten (10) days of the adoption of the Resolution;

BE IT FUTURE RESOLVED that, because of the direct conflict with the Office of the Mayor as a result of that Office commencing the Declaratory Judgment Action against the Municipal Council, the City of Orange Township's Business Administrator or the Council President of the Municipal Council are hereby authorized to enter into the agreement for the aforementioned professional services a copy of which shall be available for public inspection in the Office of the Clerk of the City of Orange Township.

Adopted: January 17, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

CITY COUNCIL**The City of Orange Township, New Jersey**DATE April 5, 2022NUMBER 168-2022

TITLE: A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT WITH THE LAW FIRM OF STEVENS & LEE, P.C. TO SERVE AS SPECIAL LITIGATION COUNSEL TO REPRESENT THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP IN THE MATTER CAPTIONED, CITY OF ORANGE TOWNSHIP AND DWAYNE D. WARREN V. MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, DOCKET NO. ESX-L-005312-21 FOR THE CALENDAR YEAR 2022.

WHEREAS, the City of Orange Township and Dwayne D. Warren, in his official capacity as Mayor of the City of Orange Township, as plaintiffs, commenced an action against the Municipal Council of the City of Orange Township (the "Municipal Council"), by filing a Verified Complaint for Declaratory Relief in the Superior Court of New Jersey, Law Division, Essex County, which is pending under Docket No. ESX-L-005312-21 (the "Declaratory Judgment Action"); and

WHEREAS, in light of the Mayor commencing the Declaratory Judgment Action, the Municipal Council, a defendant in the Declaratory Judgment Action, determined that it was necessary to appoint special litigation counsel to represent it in the Declaratory Judgment Action; and

WHEREAS, Stevens & Lee, P.C. agreed to provide those services at an hourly rate of \$185.00 per hour, plus expenses, for a total contract amount not to exceed \$25,000.00, including expenses, for Calendar Year 2021; and

WHEREAS, on September 7, 2021, the Municipal Council passed Resolution 397-2021 awarding a professional services contract to Stevens & Lee, P.C. to serve as Special Litigation Counsel to it in the Declaratory Judgment Action, with Resolution 397-2021 providing for a total contract amount not to exceed \$25,000 for Calendar Year 2021; and

WHEREAS, because the Declaratory Judgment Action against the Municipal Council remains pending, the Municipal Council has determined that the services of Stevens & Lee, P.C. pursuant to the existing professional services contract are still necessary and required; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. § 40A:11-5, authorizes the entry of contracts for professional services without competitive bidding; and

WHEREAS, such professional services to be rendered by Stevens & Lee, P.C. on behalf of the Municipal Council in the Declaratory Judgment Action during Calendar Year 2022 qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. § 40A:11-5(1)(a)(i); and

WHEREAS, the Municipal Council and Stevens & Lee, P.C. mutually desire to enter into a professional services contract so that Stevens & Lee, P.C. may serve as Special Litigation Counsel to the Municipal Council in the Declaratory Judgment Action for Calendar Year 2022; and

WHEREAS, this contract is being awarded in accordance with the requirements of N.J.S.A. § 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, Stevens & Lee, P.C. has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any reportable contributions to any political or candidate committee in the City of Orange Township in the previous one year period, and the subject contract will prohibit said firm from making any reportable contributions during the term of this contract; and

WHEREAS, the anticipated term of the professional services contract with Stevens & Lee, P.C. contemplated herein is presently undeterminable because it involves litigation of the Declaratory Judgment Action on behalf of the Municipal Council. In an effort to comply with the requirements of N.J.S.A. § 40A:11-3(b), however, the professional services contract contemplated herein shall not exceed twelve consecutive months in accordance with the requirements of N.J.S.A. § 40A:11-3(b). It is expressly understood, however, that the Municipal Council may enter a separate professional services contract with Stevens & Lee, P.C. at the expiration of the twelve-month period for its representation of the Municipal Council in the Declaratory Judgment Action, and it is further expressly understood that the Municipal Council's engagement of Stevens & Lee, P.C. for Calendar Year 2022 shall, unless otherwise terminated, ultimately conclude when the Declaratory Judgment Action commenced by the Mayor against the Municipal Council is dismissed with prejudice; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No 2-01-20-112-000-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract Stevens & Lee, P.C.; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council that Stevens & Lee, P.C. is hereby appointed as Special Litigation Counsel to represent the Municipal Council in the Declaratory Judgment Action and shall be paid at the fixed hourly rate of \$185 per hour, plus the cost of reimbursable expenses, not to exceed \$25,000.00 for Calendar Year 2022;

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BE IT FURTHER RESOLVED that that the professional services contract is being awarded pursuant to N.J.S.A. § 19:44A-20.5;

BE IT FURTHER RESOLVED that this expenditure shall be charged to Budget Account No. 2-01-20-112-000-519, or any other account that may be deemed appropriate;

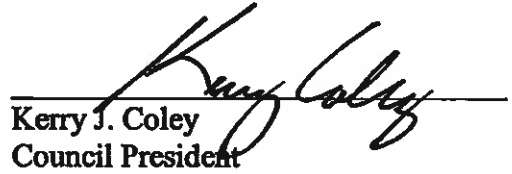
BE IT FURTHER RESOLVED that a copy of this Resolution will be published in a newspaper of general circulation in the City of Orange Township as required by law within ten (10) days of the adoption of the Resolution;

BE IT FUTURE RESOLVED that, because of the direct conflict with the Office of the Mayor as a result of that Office commencing the Declaratory Judgment Action against the Municipal Council, the City of Orange Township's Business Administrator or the Council President of the Municipal Council are hereby authorized to enter into the agreement for the aforementioned professional services a copy of which shall be available for public inspection in the Office of the Clerk of the City of Orange Township.

Adopted: April 5, 2022



Joyce J. Lanier
City Clerk



Kerry J. Coley
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2023 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Stevens & Lee P.C.
Address: P.O. Box 679

City: Reading
State: Pennsylvania
Zip Code: 07114-2175

Purpose: Represent Municipal Council v. City of Orange
Vendor ID: STEVE035

Temporary Budget: \$ 5,000.00
Fund: Current Fund
Line Description CNL - City Council - Professional Services
Account Numbers(s): CY'23 3-01-20-112-000-519

The remainder of: \$ 15,000.00
will be provided in
Fund: Current Fund
Line Description CNL - City Council - Professional Services
Account Numbers(s): CY'23 3-01-20-112-000-519

Purchase Order # : 23-00118

Amount not to exceed: \$ 20,000.00

Division Head

Date

Nile Clements

1/11/2023

Chief Financial Officer

Date

Stevens & Lee

669 River Drive, Suite 201
Elmwood Park, NJ 07407
(201) 857-6760
www.stevenslee.com

Direct Dial: (201) 857-6777
Email: ryan.mulvaney@stevenslee.com
Direct Fax: (610) 371-8597

January 10, 2023

VIA EMAIL

Municipal Council
City of Orange Township
29 N. Day Street
Orange, New Jersey 07050

Re: Special Litigation Counsel
City of Orange Township and Mayor Dwayne D. Warren v. Municipal Council
of the City of Orange Township
Declaratory Judgment Action
Docket No.: ESX-L-005312-21

Dear Councilpersons:

On behalf of Stevens & Lee, P.C. ("Stevens & Lee" or "Firm"), we thank you for the opportunity to serve as counsel to the Municipal Council of the City of Orange Township (the "Municipal Council" or "You") with respect to the engagement below for Calendar Year 2023 ("CY2023"). As a routine formality, this letter and the accompanying General Provisions shall set forth the terms pursuant to which this Firm will represent the Municipal Council with respect to the engagement below during CY2023. The purpose of this letter is to set forth our understanding of the terms of our professional services engagement in accordance with the rules of professional responsibility. If You should have any questions regarding this professional services engagement, please do not hesitate to contact us.

Engagement

The Municipal Council has asked the Firm to represent it during CY2023 with respect to pending litigation commenced against it by the Mayor of the City of Orange Township in a case captioned City of Orange Township and Mayor Dwayne D. Warren v. Municipal Council of the City of Orange Township (the "Declaratory Judgment Action"). The Declaratory Judgment Action is presently pending in the Superior Court of New Jersey, Law Division, Essex County under Docket No. ESX-L-005312-21. Our present agreement to provide legal services to the Municipal Council IN CY2023 in the Declaratory Judgment Action is limited as described.

STEVENS & LEE
LAWYERS & CONSULTANTS

Municipal Council of the City of Orange Township
January 10, 2023
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Mutual Responsibilities

We will provide the legal services we deem appropriate in accordance with the Municipal Council's request and applicable legal and ethical standards during CY2023. The Municipal Council agrees to be available to confer with us upon request, provide us with relevant documents and information, disclose all relevant facts and circumstances of which the Municipal Council is aware, and otherwise assist our efforts as we request.

Determination of Fees

The fees we charge for our services in this matter during CY2023 will be based primarily on the time we devote to the matter, in accordance with the hourly billing rates of the particular attorneys and paralegal assistants performing the work. Currently those rates vary for lawyers at all levels, and for paralegals. Our duties on this engagement will be performed primarily by Ryan P. Mulvaney, Esq., John N. Visconi, Esq., and Nicholas P. Eliades, Esq. The Firm's standard hourly rates for this matter will be discounted to \$185 per hour. Wherever possible, we will endeavor to minimize costs to the Municipal Council. Other professional personnel may become involved in this matter on the Municipal Council's behalf from time to time as required in our discretion.

Billing Procedures

We will bill the Municipal Council for out-of-pocket costs we incur on your behalf. Those may include filing fees, transcript costs, deposition costs, overtime word processing costs, computerized legal research costs, costs of reproducing documents, long distance telephone charges, parking costs, expenses we incur while we are traveling on your behalf, and other similar expenditures. We may ask the Municipal Council to pay significant amounts directly to a provider of goods or services.

Statements

We will send the Municipal Council monthly statements for services rendered and for expenditures we have made on your behalf. We expect payment of those invoices on receipt. If the Municipal Council has any questions about any statement, please call me to discuss them as soon as the Municipal Council receives our invoice.

If the Municipal Council account becomes delinquent, we have established collection procedures that include stopping all legal services on the matter. The Municipal Council's failure to pay the invoice in a timely fashion may not only constitute grounds for us to suspend work, but may also constitute grounds for us to withdraw as counsel of record in any litigation then pending.

STEVENS & LEE
LAWYERS & CONSULTANTS

Municipal Council of the City of Orange Township
January 10, 2023
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Retainer

We will not request an initial upfront retainer from the Municipal Council. Please note, however, that if there continues to remain an outstanding balance on any invoices that are not consistently brought current, then the Firm may require the posting of a retainer, which funds will be placed in our client trust account and will be applied to the amount due and owing at the end of the engagement. No interest will be earned or paid on the retainer funds we maintain. Any amount remaining at the end of the engagement and not applied to the amounts due and owing will be refunded to the Municipal Council.

Conflicts of Interest

We know of no conflicts of interest that would prohibit the Firm from representing the Municipal Council in the Declaratory Judgment Action during CY2023.

Electronic Communications

We rely upon various forms of electronic communication, such as email, cellular phones, and electronic telefax for purposes of day-to-day business communications. As You know, those types of electronic communications may be less secure than more traditional methods of communication and involve a risk of interception by unauthorized third parties. We understand that, because of the convenience and efficiency of electronic communications, the Municipal Council is willing to accept the risk of unauthorized interception and have authorized us to communicate with You (and with others with whom we have dealings in connection with the matters we are handling for You) by means of electronic communications.

Agreement Applicable Until Changes in Writing

This professional services agreement applies to the Firm's representation of the Municipal Council in the Declaratory Judgment Action during CY2023. The anticipated term of this professional services engagement with the Firm is presently unknown because the engagement involves litigation of the Declaratory Judgment Action on behalf of the Municipal Council. In an effort to comply with the requirements of N.J.S.A. § 40A:11-3(b), however, this professional services contract shall not exceed twelve consecutive months in accordance with the requirements of N.J.S.A. § 40A:11-3(b). It is expressly understood, however, that the Municipal Council may enter a separate professional services contract with the Firm at the expiration of the twelve-month period for its representation of the Municipal Council in the Declaratory Judgment Action, and it is further expressly understood that the Municipal Council's engagement of the Firm's professional services shall, unless otherwise terminated, ultimately conclude when the Declaratory Judgment Action commenced by the Mayor against the Municipal Council is dismissed with prejudice.

STEVENS & LEE
LAWYERS & CONSULTANTS

Municipal Council of the City of Orange Township
January 19, 2023
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Any additional matters for which the Municipal Council seeks representation from the Firm shall be pursuant to a separate professional services agreement.

Termination

We anticipate a mutually satisfactory relationship. The Municipal Council has the right to terminate our engagement at any time, however, by giving us written notice of termination. We also have the right to terminate our engagement by giving the Municipal Council written notice if it fails to cooperate with us or pay our invoices timely or if we determine that continuing the representation will be unethical, impractical, or improper.

Please review this letter carefully and call me with any questions You have. If this letter accurately reflects our understanding of our agreement and relationship, please indicate Your approval and acceptance by dating and signing the letter and returning it to me. •

We look forward to representing the Municipal Council in the Action.

Very truly yours,
s/ Ryan P. Mulvaney
Ryan P. Mulvaney

Steven & Lee

By: _____
Ryan P Mulvaney

City of Orange Township

BY: _____
Dwayne D. Warren, ESQ., Mayor

Dated: _____

Attest”

BY: _____
Joyce L. Lanier, City Clerk

Date: _____

Approved as to form and sufficiency:

By: _____
Gracia R. Montilus, City Attorney

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Stevens & Lee and our clients:

I. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, agreements, and other documents; travel time; waiting time in court, closings, or elsewhere; and time in depositions and other discovery proceedings.

II. From time to time, internal conferences on a client's matter will take place among our personnel, and two or more may attend such conferences. It is our experience that this practice facilitates communication, improves the quality of the work, and ultimately is more efficient and economical.

III. In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other expenses incurred on behalf of a client such as photocopying, messenger and delivery, air freight, computerized research, hosted data storage, preservation, processing, review and production of documents and electronically stored information for discovery in Litigation, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, tele-copying, postage, court costs, transcripts, and filing fees. To the extent that we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements (in excess of \$300) will not be advanced by our firm and will be the responsibility of, and paid directly by, the client.

IV. Although we may, for a client's convenience, furnish estimates of fees or expenses that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We are not bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

V. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney or other employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and is not a promise or guarantee of any particular result.

VI. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other

Stevens & Lee

January 10, 2023

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expenses made or incurred on behalf of the client prior to the date of termination and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

VII. We reserve the right to withdraw from our representation with our client's consent or without consent for good cause. "Good cause" may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to pay an additional retainer when requested, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation inappropriate, unlawful, or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other expenses made or incurred on behalf of the client prior to the date of withdrawal and for services rendered and expenses incurred after such date to the extent they are required to protect our client's interests or as may be required by appropriate authorities.

VIII. WE HAVE FOUND THAT OUR CLIENTS HAVE BECOME INCREASINGLY RELIANT UPON VARIOUS FORMS OF ELECTRONIC COMMUNICATION, SUCH AS EMAIL, CELLULAR TELEPHONES, OTHER INTERNET COMMUNICATIONS, AND ELECTRONIC TELEFAX (COLLECTIVELY, "ELECTRONIC COMMUNICATIONS"), FOR PURPOSES OF DAY-TO-DAY BUSINESS COMMUNICATIONS. WE NOTE, HOWEVER, THAT ELECTRONIC COMMUNICATIONS MAY BE INHERENTLY LESS SECURE THAN SOME TRADITIONAL METHODS OF COMMUNICATION (HARD WIRED TELEPHONES AND TELEFAX, U.S. MAIL AND COMMERCIAL COURIERS, FOR EXAMPLE) AND INVOLVE A RISK OF INTERCEPTION BY UNAUTHORIZED THIRD PARTIES. WE UNDERSTAND THAT, BECAUSE OF THE CONVENIENCE AND EFFICIENCY OF ELECTRONIC COMMUNICATIONS, YOU ARE WILLING TO ACCEPT THE RISK OF UNAUTHORIZED INTERCEPTION AND AUTHORIZE US TO COMMUNICATE WITH YOU (AND WITH OTHERS WITH WHOM WE HAVE DEALINGS IN CONNECTION WITH THE MATTERS WE ARE HANDLING FOR YOU) BY MEANS OF ELECTRONIC COMMUNICATIONS, UNLESS YOU ADVISE US IN WRITING TO THE CONTRARY.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

LAW OFFICE OF STEVEN S GLICKMAN LLC

TRADE NAME:

ADDRESS:

64 PEBBLE BEACH BOULEVARD
JACKSON NJ 08527

SEQUENCE NUMBER:

1947474

EFFECTIVE DATE:

04/20/15

ISSUANCE DATE:

04/20/15



Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

(04-58)-D-2058-10

Part III – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

STEVEN S. GLICKMAN, LLC.

S. Glickman
Steven S. Glickman, Esq., President

10/21/22
Date

Subscribed and sworn to before me
this 21st day of Oct, 2022.



Karen M. McLeenas
Karen M. McLeenas
Notary Public, State of New Jersey
My commission expires October 25, 2026

Certification 54455

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2015 to 15-MAY-2022

LAW OFFICE OF STEVEN GLICKMAN, LLC
570 BROAD ST., SUITE 1201
NEWARK NJ 07102



Andrew P. Sidamon-Eristoff
State Treasurer

CITY COUNCIL**The City of Orange Township, New Jersey**DATE April 5, 2022NUMBER 168-2022

TITLE: A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT WITH THE LAW FIRM OF STEVENS & LEE, P.C. TO SERVE AS SPECIAL LITIGATION COUNSEL TO REPRESENT THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP IN THE MATTER CAPTIONED, CITY OF ORANGE TOWNSHIP AND DWAYNE D. WARREN V. MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP, DOCKET NO. ESX-L-005312-21 FOR THE CALENDAR YEAR 2022.

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WHEREAS, this contract is being awarded in accordance with the requirements of N.J.S.A. § 19:44A-20.5 et seq. applicable to non-fair and open contracts; and

WHEREAS, Stevens & Lee, P.C. has completed and submitted a Business Entity Disclosure Certification certifying that it has not made any reportable contributions to any political or candidate committee in the City of Orange Township in the previous one year period, and the subject contract will prohibit said firm from making any reportable contributions during the term of this contract; and

WHEREAS, the anticipated term of the professional services contract with Stevens & Lee, P.C. contemplated herein is presently undeterminable because it involves litigation of the Declaratory Judgment Action on behalf of the Municipal Council. In an effort to comply with the requirements of N.J.S.A. § 40A:11-3(b), however, the professional services contract contemplated herein shall not exceed twelve consecutive months in accordance with the requirements of N.J.S.A. § 40A:11-3(b). It is expressly understood, however, that the Municipal Council may enter a separate professional services contract with Stevens & Lee, P.C. at the expiration of the twelve-month period for its representation of the Municipal Council in the Declaratory Judgment Action, and it is further expressly understood that the Municipal Council's engagement of Stevens & Lee, P.C. for Calendar Year 2022 shall, unless otherwise terminated, ultimately conclude when the Declaratory Judgment Action commenced by the Mayor against the Municipal Council is dismissed with prejudice; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that funds are available for this purpose in Account No 2-01-20-112-000-519 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract Stevens & Lee, P.C.; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council that Stevens & Lee, P.C. is hereby appointed as Special Litigation Counsel to represent the Municipal Council in the Declaratory Judgment Action and shall be paid at the fixed hourly rate of \$185 per hour, plus the cost of reimbursable expenses, not to exceed \$25,000.00 for Calendar Year 2022;

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certification is to be placed on file with this Resolution;

BE IT FURTHER RESOLVED that this professional services contract is being awarded without competitive bidding as a professional services contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

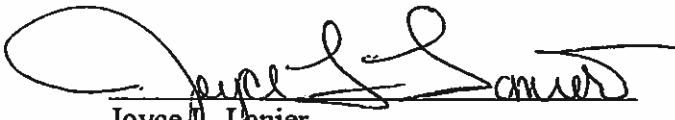
BE IT FURTHER RESOLVED that that the professional services contract is being awarded pursuant to N.J.S.A. § 19:44A-20.5;

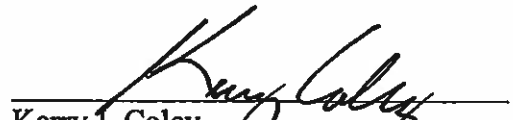
BE IT FURTHER RESOLVED that this expenditure shall be charged to Budget Account No. 2-01-20-112-000-519, or any other account that may be deemed appropriate;

BE IT FURTHER RESOLVED that a copy of this Resolution will be published in a newspaper of general circulation in the City of Orange Township as required by law within ten (10) days of the adoption of the Resolution;

BE IT FURTHER RESOLVED that, because of the direct conflict with the Office of the Mayor as a result of that Office commencing the Declaratory Judgment Action against the Municipal Council, the City of Orange Township's Business Administrator or the Council President of the Municipal Council are hereby authorized to enter into the agreement for the aforementioned professional services a copy of which shall be available for public inspection in the Office of the Clerk of the City of Orange Township.

Adopted: April 5, 2022


Joyce L. Lanier
City Clerk


Kerry J. Coley
Council President

RESOLUTION NO. 168-2022

ON CONSENT AGENDA

REGULAR COUNCIL MEETING – April 5, 2022

MOTION TO ADOPT: Montague, III

SECOND: Wooten

YEAS: Eason, Montague, III, Wooten & Council President Coley

NAYS: None

ABSTENTIONS: None

ABSENCES Johnson, Jr., Ross & Summers-Johnson