

CITY COUNCIL

The City of Orange Township, New Jersey

DATE January 17, 2023

NUMBER 41-2023

TITLE: RESOLUTION RENEWING A PROFESSIONAL SERVICE AGREEMENT WITH LAMB KRETZER, LLC AS SPECIAL COUNSEL WITH REGARD TO VARIOUS LEGAL MATTERS AND LITIGATION INVOLVING JUDITH FELD, JEFFREY S. FELD THE FOUR FELDS, ETC. IN AN AMOUNT NOT TO EXCEED \$2,500.00 FOR CALENDAR YEAR 2023

WHEREAS, by Resolution Nos. 73-2019, 208-2020, 139-2021 and 244-2022, Lamb Kretzer, LLC, was, and remains a law firm authorized to represent the City of Orange Township, its officers and employees; and

WHEREAS, the lawsuit is still ongoing and it is necessary to renew the contract for an additional twelve (12) month and to increase the contract amount by an additional \$2,500.00; and

WHEREAS, Lamb Kretzer, LLC agreed to provide these services at an hourly rate of \$150.00, including expenses; 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 will be available for this purpose in Account No. 3-01-20-155-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract Lamb Kretzer, LLC.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Orange Township, that the Addendum to the Agreement between the City of Orange Township and Lamb Kretzer, LLC is hereby approved in an amount not to exceed \$2,500.00

BE IT FURTHER RESOLVED that the Mayor Dwayne D. Warren, is hereby authorized and directed to execute the Addendum to the Agreement.

Adopted: January 17, 2023

Joyce Lanier
City Clerk

Tency A. Eason
Council President



D. Warren

11/15/13

Taxpayer Identification# 463-396-034/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings) Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 82 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 292 TRENTON, NJ 08646-0292
TAXPAYER NAME: LAMB KRETZER LIMITED LIABILITY COMPANY	TRADE NAME:	
ADDRESS: 1108 MEADOWLANDS PARKWAY STE 2 SECAUCUS NJ 07094	SEQUENCE NUMBER: 1835102	
EFFECTIVE DATE: 11/15/13	ISSUANCE DATE: 11/15/13	
FORM-BRC	 Director New Jersey Division of Revenue	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

**AMENDMENT TO CONTRACT
EXTENSION AGREEMENT**

THIS EXTENSION AGREEMENT is made this _____ day of _____, 2023 by and between the City of Orange Township, a municipal corporation of the State of New Jersey, having its principal office at 29 North Day Street, Orange, New Jersey 07050 (hereinafter referred to as "City") and Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094 (hereinafter referred to as "Counsel");

It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed Agreement as follows:

This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The term of this Agreement shall be for a period of one (1) year from the date of this Agreement and Lamb Kretzer, LLC, shall continue to serve in all matters assigned to him/her as to this issue prior to the end of the term to their completion.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

CITY OF ORANGE TOWNSHIP

By: _____
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier, City Clerk

LAMB KRETZER, LLC

By: _____

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET - CURRENT FUND

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: Lamb Kretzer LLC.

Address: 110B Meadowlands Pkwy

City: Secaucus
State: New Jersey
Zip Code: 07094

Purpose: Special Counsel for various legal matters

Vendor ID: LAMB0010

Fund: Current Fund
Line Description LAW - Professional Services
Account Numbers(s): CY'23 3-01-20-155-000-519 \$ 2,500.00

Purchase Order #: 23-00115

Amount not to exceed: \$ 2,500.00

Division Head	Date
<i>Nile Clements</i>	1/11/2023
Chief Financial Officer	Date

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 5, 2019NUMBER 73-2019

TITLE: A RESOLUTION RETAINING LAMB KRETZER, LLC. AS SPECIAL COUNSEL WITH REGARD TO VARIOUS LEGAL MATTERS AND LITIGATION REGARDING THE CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$25,000.00 CALENDAR YEAR 2019.

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of City of Orange Township in connection with litigation involving Judith Feld, Jeffrey S. Feld, The Four Felds, etc. also known as the "Feld lawsuits"; and

WHEREAS, the Feld lawsuits are a specific universe of litigation initiated over a span of approximately ten years wherein Jeffrey S. Feld, Judith Feld, The Four Felds, Reasonable Lock and Safe Co, Inc. and/or other related parties are plaintiffs and the City of Orange Township and/or related parties are defendants; and

WHEREAS, in Resolution No. 367-2018, adopted on December 18, 2018, Lamb Kretzer, LLC, is a law firm authorized to represent the City, its officers and employees; and

WHEREAS, attached to this resolution is an exhaustive list of the Feld lawsuits where the City of Orange Township has already retained Lamb Kretzer, LLC as its counsel pursuant to prior resolutions and will continue to represent the City of Orange Township by way of the instant resolution; and

WHEREAS, due to the serial manner in which the "Feld lawsuits" are filed this agreement will allow Lamb Kretzer, LLC to represent the City of Orange Township as to additional "Feld lawsuits", as they arise, subject to the amount not to exceed provision in this resolution; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. authorizes the award of a contract for "Professional Services" without competitive bids, and that said contract itself must be available for public inspection as set forth herein.

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds which certifies that funds are available in the Department of Law - Account No. 9-01-20-155-000-519; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township, New Jersey, as follows:

- 1. The Mayor and the City Clerk are hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$25,000.00, with Lamb Kretzer, LLC 110B Meadowlands Parkway, Suite. 201, Secaucus, New Jersey 07094.**
- 2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(a) of the Local Public Contracts Law because the services in the field of law required are specialized, and require expertise in employment law generally.**

**AGREEMENT TO PROVIDE LEGAL SERVICES IN
MATTERS INVOLVING THE FOUR FIELDS, INC., ET
AL. v. CITY OF ORANGE TOWNSHIP, ET AL. THE
("FELD MATTERS")**

THIS AGREEMENT, made this day of , 2019,

**by and between the CITY OF ORANGE TOWNSHIP, a municipal corporation of the
State of New Jersey, having its principal office at 29 North Day Street, Orangs, New Jersey
07050 (hereinafter referred to as "City") and Aldo J. Russo, Esq., LAMB KRETZER,
LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094 (hereinafter
referred to as "Counsel");**

WITNESSETH

**WHEREAS, the City of Orange Township agrees to retain special counsel on
behalf of the City of Orange Township to perform all the necessary legal services
authorized pursuant to Resolution No. 367-2018 and adopted on December 18, 2018 and
Counsel is agreeable to perform such legal services for the City, as to such matters,
specifically the existing Feld Matters and any new Feld Matters that may arise during the
term of this Agreement.**

**NOW, THEREFORE, in consideration of the terms and conditions set forth
herein, it is agreed as follows:**

- 1. Aldo J. Russo, Esq. is hereby retained as Special Counsel for City of Orange
Township for the following matters: Municipal and conflict litigation
matters and City legal matters. Counsel shall carry out all responsibilities
in regard to such matters. All services shall be performed under the
supervision and discretion of the City Attorney.**
- 2. The City of Orange Township agrees to compensate Counsel for such legal
services at the hourly rate of \$150.00, not to exceed Twenty-Five Thousand
(\$25,000.00) Dollars, as follows:
Payment for services rendered by Counsel shall be due upon presentation
of an official voucher with attached, detailed itemization which shall**

include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the City as to form and documentation before payment will be made. All statements for services rendered will be presented to the City on a monthly basis and should be received by the City no later than the last working day of the month following the month for which the services are rendered.

3. Counsel agrees to provide services to the City as an independent contractor.
4. Counsel shall provide proof of professional liability insurance and shall maintain such insurance in effect during the term of this Agreement. Counsel shall indemnify and hold the City harmless against any liability, claims or costs arising out of any claim for negligence arising out of the performance of their duties hereunder.
5. The failure of the City at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
6. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. The term of this Agreement shall be for a period from the date of this Agreement to December 31, 2019 and Aldo J. Russo, Esq., shall continue to serve in all matters assigned to him/her as to this issue prior to the end of the term to their completion.
7. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
8. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, oral or otherwise, between the parties regarding the subject matter of this Agreement.
9. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by both of the parties hereto or their duly authorized representative.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

11. During the performance of this Contract, Counsel agrees as follows:

- (a) Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, national origin, ancestry, marital status or sex. Counsel will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship.
- (b) Counsel agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

CITY OF ORANGE TOWNSHIP

By: DW 1/31/20
Dwayne B. Warren, Esq., Mayor

ATTEST:

Joyce L. Lanier 2/10/2020
Joyce Lanier, Municipal Clerk

LAMB KRETZER, LLC

By: A
Aldo J. Russo, Esq.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montanus
Gracia Robert Montanus
City Attorney

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 19, 2020

NUMBER 208-2020

TITLE: (AMENDED)
A RESOLUTION EXTENDING AND AMENDING THE CONTRACT WITH LAMB KRETZER, LLC., 110B MEADOWLANDS PARKWAY, SUITE 201, SECAUCUS, NEW JERSEY 07094 AS SPECIAL COUNSEL WITH REGARD TO VARIOUS LEGAL MATTERS AND LITIGATION INVOLVING JUDITH FELD, JEFFREY S. FELD, THE FOUR FELDS, ETC. UNTIL DECEMBER 31, 2020 AND AUTHORIZING ADDITIONAL FUNDS IN THE AMOUNT OF \$25,000.00 MAKING THE AMOUNT NOT TO EXCEED \$35,000.00 FOR THE CALENDAR YEAR 2020.

WHEREAS, by Resolution No. 73-2019 adopted on March 5, 2019, Lamb Kretzer, LLC, was appointed as special counsel to represent the City of Orange Township ("the City") in connection with litigation involving Judith Feld, Jeffrey S. Feld, The Four Felds, etc. also known as the "Feld lawsuits"; and

WHEREAS, pursuant to Resolution No. 64-2020, adopted on February 18, 2020 the Contract with David Stanziale, LLC was extended until March 31, 2020 under the same terms and conditions previously awarded;

WHEREAS, additional funds are required for attorney's fees for the continued litigation; and

WHEREAS, the agreement with Lamb Kretzer, LLC shall be extended until December 31, 2020 and amended to require an additional \$25,000.00 for the calendar year 2020; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds which certifies that funds are available in the Department of Law – Account No. 0-01-20-155-000-519.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, authorize the extension of the agreement with Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094, until December 31, 2020 and approves additional funds in the amount of \$25,000.00 making the amount not to exceed \$35,000.00 for the calendar year 2020.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

Vanessa Perdomo
The City Attorney
[Signature]
CITY ATTORNEY

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 16, 2021NUMBER 139-2021

TITLE: RESOLUTION AMENDING RESOLUTION NO. 73-2019 TO AUTHORIZE ADDITIONAL ATTORNEY'S FEES FOR LAMB KRETZER, LLC. AS SPECIAL COUNSEL WITH REGARD TO VARIOUS LEGAL MATTERS AND LITIGATION INVOLVING JUDITH FELD, JEFFREY S. FELD, THE FOUR FELDS, ETC. IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2021.

WHEREAS, by Resolution No. 73-2019 adopted on March 5, 2019, Lamb Kretzer, LLC, is a law firm authorized to represent the City of Orange Township ("the City") in connection with litigation involving Judith Feld, Jeffrey S. Feld, The Four Felds, etc. also known as the "Feld lawsuits"; and

WHEREAS, the City of Orange Township has a continuing need for representation with regard to the matters and issues already set forth in Resolution 73-2019; and

WHEREAS, it has become apparent that the aggregate amount due under invoices submitted and/or anticipated to be submitted for the legal services to be provided under the agreement will exceed the limit of Twenty-Five Thousand Dollar (\$25,000.00) imposed by Resolution No. 73-2019; and

WHEREAS, a Request for Qualification was published on October 29, 2020, and the law firm of Lamb Kretzer, LLC, responded to the City's Request for Qualifications; and

WHEREAS, Lamb Kretzer, LLC, has agreed to extend the current contract with the City of Orange Township until December 31, 2021, under the same terms and conditions previously awarded; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds which certifies that funds are available in the Department of Law - Account No. 1-01-20-155-000-519.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township, that additional attorney's fees to Lamb Kretzer, LLC, 110B Meadowlands Parkway, Suite 201, Secaucus, New Jersey 07094, is hereby approved in an amount not to exceed Twenty Thousand (\$20,000.00) Dollars.

Adopted: March 16, 2021


Joyce L. Banier
City Clerk


Kerry J. Coley
Council President

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 17, 2022 AMENDED NUMBER 244-2022

TITLE: RESOLUTION RENEWING A PROFESSIONAL SERVICE AGREEMENT WITH LAMB KRETZER, LLC AS SPECIAL COUNSEL WITH REGARD TO VARIOUS LEGAL MATTERS AND LITIGATION INVOLVING JUDITH FELD, JEFFREY S. FELD THE FOUR FELDS, ETC. IN AN AMOUNT NOT TO EXCEED \$7,500.00 FOR CALENDAR YEAR 2022

WHEREAS, The Municipal Counsel of the City of Orange approved Resolution no. 73-2019 on March 5, 2019 authorizing a one (1) year professional service agreement for a total contract amount of \$20,000.00 with Lamb Kretzer, LLC, to represent the City of Orange Township; and

WHEREAS, Resolution no. 208-2020, approved on May 19, 2020 amended the professional services agreement to increase the contract amount by an additional \$10,000.00 with Lamb Kretzer, LLC; and

WHEREAS, Resolution no. 139-2021, approved on March 16, 2021 amended the professional services agreement to increase the contract amount by an additional \$20,000.00 with Lamb Kretzer, LLC; and

WHEREAS, the City awarded the contract Lamb Kretzer, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19-44A-20.4 et seq; and

WHEREAS, the lawsuit is still ongoing and it is necessary to renew the contract and to increase the contract amount by an additional \$7,500.00; and


WHEREAS, Lamb Kretzer, LLC agreed to provide these services at an hourly rate of \$150.00, including expenses; 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 will be available for this purpose in Account No. 2-01-20-155-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2022 Budget, there will be sufficient funds to contract Lamb Kretzer, LLC.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Orange Township, that the Addendum to the Agreement between the City of Orange Township and Lamb Kretzer, LLC is hereby approved in an amount not to exceed \$7,500.00

BE IT FURTHER RESOLVED that the Mayor Dwayne D. Warren, is hereby authorized and directed to execute the Addendum to the Agreement.

Adopted: May 17, 2022


Joyce Kanter
City Clerk


Kerry Coley
Council President

 Lamb Kretzer