

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE February 21, 2023NUMBER 98-2023**TITLE:**

**A RESOLUTION APPOINTING THE LAW FIRM OF GLUCK WALRATH, LLP TO PROVIDE SPECIAL REDEVELOPMENT COUNSEL SERVICES FOR CY 2023 JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, NOT TO EXCEED \$50,000.00 THAT WILL BE PAID BY ESCROW FUNDS**

**WHEREAS**, there exist a need to for specialized legal services as special redevelopment counsel to the City of Orange Township (the "City") in connection with various redevelopment projects within the City; and,

**WHEREAS**, Resolution 449-2022, adopted on November 14, 2022, authorized the law firm of Gluck Walrath LLP, to represent the City; and,

**WHEREAS**, legal fees will be paid separately from the budget and received from establishing an escrow account that will be solely funded by the developers pertaining to their specific projects; and,

**WHEREAS**, in the instance of miscellaneous legal work for redevelopment where a specific project or developer has not been selected, the City will be responsible for the legal fees based on the hourly rate specified in the contract, but may be reimbursed at some point in the future when a project and developer is selected; and,

**WHEREAS**, the City awarded the contract to Gluck Walrath, LLP 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 Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, requires that notice with respect to contracts for Professional Services awarded without competitive bids must be publicly advertised.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF ORANGE TOWNSHIP**, as follows:

1. The law firm of Gluck Walrath, LLP, 4 Paragon Way, Freehold, New Jersey 07728, is hereby retained to provide the specialized legal services as Redevelopment Counsel in connection with various redevelopment projects that may be proposed for development within the City in accordance with a Fee Agreement submitted to the governing body of the City ("Contract").

2. The Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law, N.J.S.A. 40A:1-5(1)(a), because it is for services performed by persons authorized by law to practice a recognized profession.

3. The Mayor and Municipal Council are hereby authorized and directed to execute the attached Agreement with Gluck Walrath LLP.

4. A copy of this resolution as well as the Contract shall be placed on file with the Municipal Clerk of the City.

**Adopted: February 21, 2023**

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Joyce Lanier  
Municipal Clerk

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Tency A. Eason  
Council President

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made as of this \_\_\_\_\_ day of JANUARY, 2023, between the CITY OF ORANGE TOWNSHIP, a body politic and corporate of the State of New Jersey, (“City”), and Gluck Walrath LLP, 4 Paragon Way, Suite 400, Freehold, NJ 07728, (“Firm”):

### **WITNESSETH**

1. The City has the need for special redevelopment counsel services, from time to time, in connection with various redevelopment projects that may be proposed for development within the City, which services may include, inter alia, the negotiation and documentation of real estate tax abatements under the Long Term Tax Exemption Law and/or the Redevelopment Area Bond Financing Law, the negotiation of redevelopment agreements, the issuance of bonds in respect of redevelopment projects (and the securing of same, including, inter alia, through PILOT payments and/or special assessments), together with such other services as the City may, from time to time, request.

2. The Firm, in consideration of the making and the signing of the within Agreement, agrees to render the foregoing services to the City, as requested from time to time by the Business Administrator or his designee. In the case of the issuance of bonds in respect of redevelopment projects:

A. The Firm will prepare or review all bond resolutions adopted or to be adopted by the City pertaining to the issuance of said bonds.

B. The Firm will prepare or review the application to the Local Finance Board pertaining to the issuance of said bonds by the City and will attend the meeting of the Local Finance Board where such application is considered.

C. The Firm will assemble a record of proceedings to evidence the proper adoption of each bond resolution in accordance with the provisions of the Local Bond Law, the Local Redevelopment and Housing Law and/or the Redevelopment Area Bond Financing Law, and other applicable New Jersey statutes.

D. The Firm will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and the Firm will issue a final approving legal opinion with respect to the validity of the bonds.

E. The Firm will provide advice in regard to the effect of the federal arbitrage regulations on the issuance of said bonds and the investment of the proceeds thereof.

3. The City will make payment to the Firm for services rendered in accordance with the following schedule:

A. Except as provided in paragraphs B and/or C below, the Firm shall be compensated for work by attorneys only at a blended rate of \$150 per hour, and shall receive reimbursement for postage, photocopying and reasonable out-of-pocket expenses.

B. For services rendered in connection with any particular redevelopment project, the City will arrange with the applicable redeveloper for the payment by the redeveloper of all fees and expenses of the Firm in connection therewith, and shall require an escrow to fund such fees and expenses. In such cases, the Firm shall be compensated at a rate of \$225 per hour for all attorneys and \$150 per hour for paralegals.

C. For services rendered in connection with the issuance of bonds in respect of redevelopment projects, such additional fees (which shall be payable by the redeveloper to the extent provided in paragraph B above) as shall be agreed to by the City Attorney and the Firm and as shall be described in the application to the Local Finance Board prepared in connection therewith, if applicable. In the absence of any such application or agreement, the Firm shall receive compensation of \$25,000 plus \$1.00 per thousand dollars of bonds or notes issued, with an additional \$12,500 payable in the event of a refunding. Extra work (*e.g.*, preparation of an official statement, bond purchase agreement and posting of continuing disclosure notices) will be billed at the applicable hourly rate. If the bonds are to be issued through the New Jersey Environmental Infrastructure Trust, the Firm shall be compensated an additional \$10,000 fee with respect to the bond issuance, and an additional fee of \$15,000 plus \$0.50 per thousand dollars of notes issued with respect to any interim note issuance.

D. Customary disbursements for postage, telephone, photocopying, travel and out-of-pocket expenses shall be added to the fees referred to in this Agreement.

4. This Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, unless terminated earlier by written notice from either party to the other party.

5. During the performance of this Agreement, the Firm agrees as follows:

A. The Firm will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Firm 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. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

B. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

C. The Firm, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of the Firm's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

D. The Firm agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time;

E. The Firm agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to P.L.1975, c.127, as amended and supplemented from time to time;

F. The Firm agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

G. The Firm agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions;

H. The Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions; and

I. The Firm will furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and the City will furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (*N.J.A.C. 17:27*)

IN WITNESS WHEREOF, the parties hereto causes this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF ORANGE TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_  
Hon. Dwayne D. Warren, Esq.  
Mayor

Approved as to form and sufficiency:

GLUCK WALRATH LLP

\_\_\_\_\_  
Gracia Robert Montilus  
City Attorney

By: \_\_\_\_\_  
Christopher M. Walrath  
Managing Partner

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE November 14, 2022NUMBER 449-2022

**TITLE: A RESOLUTION AUTHORIZING A LIST OF FIRMS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARDS TO REDEVELOPMENT MATTERS ON AN AS NEEDED BASIS FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

**WHEREAS**, on September 22, 2022, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsel to provide legal representation to the City, in connection with Redevelopment or similar obligations of the City of Orange Township including review of such procedures and the rendering of approving legal opinions acceptable to the financial community and/or challenges to governmental action, and such other areas of municipal law as may be required; and

**WHEREAS**, three (3) law firms submitted resumes in response to the Request for Qualifications; and

**WHEREAS**, the Qualified Purchasing Agent evaluated the background and experience of each firm submitting responses to the City's Request for Qualifications; and

**WHEREAS**, the City Attorney recommends the law firms of:

1. Gluck Walrath, LLP,  
4 Paragon Way, Suite. 400  
Freehold, New Jersey 08611
2. Michael A. Armstrong & Associates, LLC  
79 Mainbridge Lane  
Willingboro, New Jersey 08046
3. Marmero Law, LLP  
44 Euclid Street  
Woodbury, New Jersey 08096

**WHEREAS**, said firms will only be selected to provide legal services on an as needed basis; and

**WHEREAS**, all recommended firms have agreed to provide legal services at an hourly rate of \$150.00 per hour; and

**WHEREAS**, the City Attorney has determined that the above referenced law firms are qualified to provide the legal services as set forth above.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Orange Township, that the Mayor is hereby authorized to enter into Agreements with said law firms for a one (1) year from January 1, 2023 to December 31, 2023.

Adopted: November 14, 2022

  
Joyce L. Lanier  
City Clerk

  
Tency A. Eason  
Council President

**RESOLUTION NO. 449-2022**

**ON CONSENT AGENDA**

**REGULAR COUNCIL MEETING – November 14, 2022**

**MOTION TO ADOPT: Coley**

**SECOND: Montague, III**

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

**NAYS: None**

**ABSTENTIONS: None**

**ABSENCES: Ross & Summers-Johnson**



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**GluckWalrath LLP**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**4 Paragon Way, Suite 400**

6 City, state, and ZIP code  
**Freehold, NJ 07728**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**City of Orange**

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

7	5	-	3	0	8	9	2	4	5
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **2/7/23**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** GLUCK WALRATH LLP  
**Trade Name:**  
**Address:** 4 PARAGON WAY SUITE 400  
FREEHOLD, NJ 07728  
**Certificate Number:** 1084535  
**Effective Date:** September 02, 2004  
**Date of Issuance:** February 27, 2020

**For Office Use Only:**  
20200227162042968

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To Ordinance §4-70, et seq.  
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

**GluckWalrath LLP**

**(Contractor)**

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidate committee, or political party committee representing the elected officials of the **CITY OF ORANGE TOWNSHIP** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Dwayne D. Warren, Esq., Mayor	
Hon. Kerry J. Coley	
Hon. Adrienne K. Weston	
Hon. Teney A. Eason	
Hon. Clifford R. Rass	
Hon. Quantavia L. Hilbert	
Hon. Jamie Summers-Johnson	
Hon. Weldon M. Montague	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:


- Partnership     
 Corporation     
 Sole Proprietorship     
 Subchapter S Corporation  
 Limited Partnership     
 Limited Liability Corporation     
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Michael H. Gluck	23 Wanamassa Point Rd, Ocean, NJ 07712
Christopher M. Walrath	208 Heritage Court, Little Silver, NJ 07739

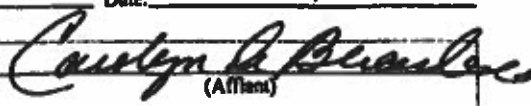
**Part III - Signature and Attestation:**

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.

Name of Business Entity: GluckWalrath LLP

Signed:  Title: Managing Partner  
Print Name: Christopher M. Walrath Date: October 13, 2022

Subscribed and sworn before me the 20th day of  
October, 2022

  
(Affiant)

Carolyn A. Berardesco, Notary Public of NJ  
(Print name & title of affiant) (Corporate Seal)

My Commission expires: March 10, 2025

**CAROLYN A. BERARDESCO**  
A Notary Public of New Jersey  
My Commission Expires March 10, 2025