

CITY COUNCIL

The City of Orange Township, New Jersey

DATE May 2, 2023

NUMBER 204-2023

TITLE: A RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND NON-OPEN PROFESSIONAL SERVICE CONTRACT TO SZAFERMAN LAKIND BLUMSTEIN & BLADER P.C. TO PROVIDE LEGAL COUNSEL TO THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF ORANGE TOWNSHIP FROM JANUARY 1, 2023, THROUGH DECEMBER 31, 2023, IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the Historic Preservation Commission (“HPC”) of the City of Orange Township (“City”) selected the law firm of Szaferman Lakind Blumstein & Blader P.C. to provide legal advice and legal representation at scheduled HPC meetings for the period beginning January 1, 2023, and continuing through December 31, 2023; and,

WHEREAS, the Local Public Contract Law, *N.J.S.A. 40A:11-1 et seq.*, requires a resolution authorizing the award of contracts for the “Professional Services” without competitive bids and that the contract itself be available for public inspection as set forth herein; and,

WHEREAS, the City’s Chief Financial Officer has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto, certifying that sufficient funds will be available to contract with Szaferman Lakind Blumstein & Blader P.C. for this purpose in Account 3-01-21-190-000-519 contingent upon Municipal Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, funds

NOW, THEREFORE, BE IT RESOLVED, that a contract be awarded to Szaferman Lakind Blumstein & Blader P.C., for the period beginning January 1, 2023, and continuing through December 31, 2023, in an amount not to exceed \$7,500.00, with additional fees paid separately from the budget and received from an escrow account established and solely funded by applicants for specific projects;


BE IT FUTHER RESOLVED, that the proper officers of the City of Orange Township are hereby authorized to enter into said contract with Szaferman Lakind Blumstein & Blader P.C.; and,

BE IT FURTHER RESOLVED that notice of this action shall be published as required by law within 10 days of its passage.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

 A. Mizrahi

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ("Agreement") is made as of January 1, 2023, by and between:

**City of Orange Township,
a New Jersey Municipal Corporation,**
with offices at 29 North Day Street, Orange, New Jersey, 07050,
("City"); and,

**Szaferman Lakind Blumstein & Blader P.C.,
a New Jersey Professional Corporation,**
with offices at 102 Grovers Mill Road, Suite 200, Lawrenceville, New Jersey, 08648,
("Law Firm", together with the City, "Parties").

RECITALS

WHEREAS, the City's Municipal Council, by appropriation, has provided funds to retain qualified legal counsel to the City's Historic Preservation Commission ("HPC") from outside of the Department of Law; and,

WHEREAS, the Law Firm demonstrated that it is qualified for appointment as legal counsel to the HPC for the 2023 calendar year—January 1, 2023, through December 31, 2023 ("Agreement Term"); and,

WHEREAS, the Law Firm agrees to provide on-call legal services to the HPC and its staff during the Agreement Term in exchange for a flat per-meeting fee paid by the City for meeting attendance and all general legal work, plus hourly fees paid by applicant-funded escrows for all project-related work; and,

WHEREAS, on May ___, 2023, the Municipal Council voted to adopt Resolution No. ____-2023 appointing the Law Firm as legal counsel to the HPC for the Agreement Term, and authorizing the Mayor to execute this Agreement.

NOW, THEREFORE, the Parties hereby agree to the terms and conditions as set forth in further detail herein.

TERMS

- 1. Recitals.** All Recitals set forth above are hereby incorporated herein by reference.
- 2. Scope of Services.** The Law Firm agrees to provide the following on-call legal services to the HPC during the Agreement Term:
 - a.** advising the HPC and its staff on legal issues relating to pending or new applications for Certificates of Appropriateness ("Applications"), and/or other general legal issues, such as changes in relevant law, and compliance with public records and sunshine laws;
 - b.** attending pre-hearing and technical review committee meetings and/or telephone conferences as needed to resolve legal questions relating to Applications;

c. advising the HPC and its staff on issues of legal compliance with Federal and State statutes and regulations applicable to the HPC;

d. attending regular and special public meetings to provide the HPC with guidance during such proceeding; and,

e. researching and preparing legislation and other legal documents for consideration by the HPC.

3. Fees/Rates. The Law Firm shall be compensated as follows:

a. a flat fee of \$625.00 per public meeting of the HPC during the Agreement Term for all general and non-Application-related legal services rendered to the HPC before, during and after said meeting, which shall be paid by the City, subject to an annual hard cap of \$7,500.00;

b. an hourly fee of \$150.00 for all Application-related legal services performed by attorneys, which shall be paid entirely through applicant escrows.

4. Submission and Content of Invoices. The Law Firm shall be entitled to payment for services rendered upon submission of monthly invoices to the City. Invoices shall, at a minimum, provide the following: the name of the matter; date(s) of services rendered; the attorney's name, initials, or other such identification; a detailed description of the service rendered; the applicable rate; the time spent on the particular task; and, the total charge for the task. The Law Firm 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 a single time entry.

5. Reimbursement for Expenses. The Law Firm may seek reimbursement for actual expenses reasonably incurred in accordance with the City's Outside Counsel Guidelines, as amended from time-to-time. The amounts for such expenses shall be itemized on the monthly invoices provided to the City in accordance with Paragraph 4 above.

6. Overhead Expenses; Multiple Attorney Billing. The Law Firm shall not bill the City for any office overhead expenses such as secretarial or administrative support staff time, internal conferences, or travel time/mileage. The Law Firm shall only bill for 1 attorney's attendance at any meeting or event where multiple attorneys attend.

7. Professional Liability Coverage Required. At all times during the Agreement Term, the Law Firm shall comply with the applicable requirements for professional liability coverage. The Law Firm shall maintain in good standing 1 or more policies of lawyers' professional liability insurance which shall insure the Law Firm and its attorneys against liability imposed upon them by law for damages resulting from any claim made against them by their clients arising out of their performance of professional services.

8. City Representations. The Law Firm is hereby placed on notice that no individual member of the HPC, or any agent, servant or employee of the City possesses any lawful authority to: engage the provision of legal services on behalf of the City; authorize the continuation of services or work beyond the amount specifically approved in the authorizing Resolution and Certification of Availability of Funds; or 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.

9. 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.*

10. Entire Agreement; Severability; Waiver. This Agreement supersedes all previous understandings, agreements, statements and representations, whether oral or written, between the parties, and constitutes the complete and final expression of all understandings and agreements between the parties with respect to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing executed by the parties hereto.

If any provision of this Agreement shall for any reason be held invalid or unenforceable by any court, governmental agency or arbitrator of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by such court, agency or arbitrator, or the validity or enforceability of this Agreement as a whole.

The Parties' respective rights and remedies under this Agreement are cumulative and not alternative. No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy, except as otherwise provided in this Agreement. No delay, forbearance, or neglect on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof. No waiver of any of the conditions of this Agreement by a party shall be effective unless expressly and affirmatively made and given by the party against whom enforcement of the waiver is sought.

11. Termination. This Agreement may be terminated by the Municipal Council with or without cause, and shall automatically terminate should the HPC cease to function for any reason.

12. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of this date first written above.

For **CITY OF ORANGE TOWNSHIP**

Witness:

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

Joyce Lanier
City Clerk

For **SZAFERMAN LAKIND
BLUMSTEIN & BLADER P.C.**

Approved as to form and legality:

By: _____
Janine Bauer, Esq.
Partner

By: _____
Aaron Mizrahi, Esq.
Deputy City Attorney

CITY OF ORANGE HISTORIC PRESERVATION COMMISSION

DATE: January 18, 2023

NUMBER: 1-2023

TITLE: A RESOLUTION OF THE CITY OF ORANGE TOWNSHIP HISTORIC PRESERVATION COMMISSION RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF ORANGE TOWNSHIP TO RETAIN JANINE G. BAUER, ESQUIRE TO SERVE AS COUNSEL TO THE HISTORIC PRESERVATION COMMISSION FOR CALENDAR YEAR 2023 AND RECOMMENDING THAT CITY COUNCIL APPROPRIATE FUNDS FOR COUNSEL TO ACT IN THAT CAPACITY IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, pursuant to the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-108b, the Historic Preservation Commission may retain the services of counsel for the Commission as provided for by the governing body; and

WHEREAS, Janine G. Bauer, Esq., and the law firm of Szaferman Lakind, P.C. in which she is employed, has expertise in the administration of an historic preservation commission ordinance and in evaluating applications, and has ably represented the Historic Preservation Commission since 2017 including preparation of resolutions for each application for a Certificate of Appropriateness, and in provision of other advice and counsel during meetings; and

WHEREAS, the Historic Preservation Commissions deems these services rendered since 2017 to be satisfactory; and

WHEREAS, for the foregoing reasons, the Historic Preservation hereby recommends to the governing body that Janine G. Bauer, Esq. and the law firm of Szaferman Lakind, P.C. be continued to be retained for the calendar year 2022, and further recommends that the governing body set aside and appropriate funds for this expense at the same rate of compensation for other attorneys as set by the City of Orange Township;

NOW, THEREFORE, BE IT RESOLVED, that the City of Orange Township Historic Preservation Commission recommends, and requests, that the governing body set aside and appropriate funds for the Historic Preservation Commission's retention of Janine G. Bauer, Esq. and the law firm of Szaferman Lakind, P.C., as counsel to the Historic Preservation Commission for the calendar year 2022, at the same rate fixed by the governing body for the compensation of counsel.

MEMORIALIZATION:

This Resolution adopted this 18th day of January 18, 2023, memorializes the action taken at a meeting of the City of Orange Township Historic Preservation Commission with the roll call vote on the memorialization as follow

This Resolution adopted this 18th day of January, 2023 memorializes the action taken at a meeting of the City of Orange Township Historic Preservation Commission with the roll call vote on the memorialization as follows:

	Yes	No	Absent	Abstain
Keith Carroll	X			
Kathy Dowd (Motion)	X			
Jody Leight			X	
Brandon Matthews			X	
Janice Morrell (Second)	X			
Troy Simmons	X			
Abdiel Velez			X	
Karen Wells	X			

I hereby certify that the foregoing is a true copy of a Resolution of the City of Orange Township Historic Preservation Commission memorialized on January 18, 2023.

Adopted: January 18, 2023

Joyce L. Lanier

Joyce L. Lanier
Secretary

Troy Simmons

Troy Simmons
Chair

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Szaferman, Lakine, Blumstein & Blader, PC

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) ▶ _____

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.
101 Grovers Mill Road, Suite 200

6 City, state, and ZIP code
Lawrenceville, NJ 08648

7 List account number(s) here (optional)

Requester's name and address (optional)

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								
			-					
Employer identification number								
2	2	-	3	0	8	7	4	1 8

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 ▶ *Clair...* Date ▶ **01-03-2023**

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.

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-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.

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 250
TRENTON, NJ 08646-0252

TAXPAYER NAME:

SZAFERMAN, LAKIND, BLUMSTEIN, BLADER, :

TRADE NAME:

ADDRESS:

101 GROVERS MILL RD STE #200
LAWRENCEVILLE NJ 08648-4706

SEQUENCE NUMBER:

0079223

EFFECTIVE DATE:

01/01/91

ISSUANCE DATE:

07/19/13

James J. Fruscione

Director
New Jersey Division of Revenue

FORM BRC

(04-08) 0205846V

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

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

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

SZAFERMAN, LAKIND, BLUMSTEIN AND BLADER
(Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 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 candidates 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	
Tency A. Eason	
<u>QUANTAVIA Nilbeast</u>	
Weldon M. Montague, III	
Clifford R. Ross	
Jamie Summers-Johnson	
Adrienne Wooten	
Kerry J. Coley	

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
<u>Barry SZAFERMAN</u>	<u>373 Riverside Dr. Princeton NJ 08540</u>
<u>ARNOLD LAKIND</u>	<u>33 Overhill Dr. No. Brunswick NJ 08902</u>
<u>BRIAN PAUL</u>	<u>1680 Powderhill Dr. Newtown PA 18940</u>
<u>CRAIG HUBERT</u>	<u>101 Mountain Rd. Ringoes NJ 08551</u>
<u>Michael Pagione</u>	<u>11 Hickory Rd, Columbus NJ 08022</u>

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: SZAFERMAN, LAKIND, BLUMSTEIN AND BLADER, P.C.

Signed: [Signature] Title: MANAGING PARTNER

Print Name: BARRY SZAFERMAN Date: _____

Subscribed and sworn before me the <u>12th</u> day of <u>January</u> , 20 <u>03</u>	<u>[Signature]</u> (Affiant)
My Commission expires: <u>LAUREN BREESE</u> A Notary Public of New Jersey	<u>Lauren Breeze</u> (Print name & title of affiant) (Corporate Seal)

My Commission Expires August 16, 2027