

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 6, 2024

NUMBER 92-2024

TITLE: **RESOLUTION RENEWING A PROFESSIONAL SERVICE AGREEMENT WITH THE LAW OFFICES OF ARMSTRONG & ASSOCIATES, LLC, TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN THE MATTER, "YANLEY SANDY V. CITY OF ORANGE TOWNSHIP, ET AL" DOCKET NO. ESX-L-2274-17 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2024**

WHEREAS, by Resolution No. 97-2023, Michael A. Armstrong, LLC, was, and remains a law firm authorized to represent the City of Orange Township, its officers and employees; and

WHEREAS, the City awarded the contract to Michael A. Armstrong, 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, N.J.S.A. 40A:11-15 limits the term of professional services contract to twelve (12) months; and

WHEREAS, the lawsuit is still ongoing and it is necessary to renew the contract for an additional twelve (12) months and to increase the contract amount by an additional \$20,000.00; and

WHEREAS, Michael A. Armstrong, LLC agreed to provide these services at an hourly rate of \$150.00, including expenses; and

WHEREAS, a certification of funds is not required because the payer of this agreement is the City's insurance carrier, PEJIF.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Orange Township, authorizes extending the contract with Michael A. Armstrong, LLC, 79 Mainbridge Lane, Willingboro, New Jersey 08046 until December 31, 2024, in an amount not to exceed \$20,000.00.

Adopted: **February 6, 2024**

Joyce Lanier
City Clerk

Tency A. Eason
Council President



A MIZBATH

**AMENDMENT TO CONTRACT
EXTENSION AGREEMENT**

THIS EXTENSION AGREEMENT is made this _____ day of _____, 2024 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 Michael A. Armstrong, LLC, 79 Mainbridge Lane, Willingboro, New Jersey 08046 (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 Michael A. Armstrong, 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

MICHAEL A. ARMSTRONG, LLC

By: _____
Michael A. Armstrong, Esq.

Approved as to form and sufficiency:

**Gracia Robert Montilus
City Attorney**

CITY COUNCIL**The City of Orange Township, New Jersey**DATE February 21, 2023NUMBER 97-2023

TITLE: A RESOLUTION AUTHORIZING THE SERVICES OF MICHAEL A. ARMSTRONG & ASSOCIATES, LLC TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN THE MATTER, "YANLEY SANDY V. CITY OF ORANGE TOWNSHIP, ET AL." DOCKET NO. ESX-L-2274-17 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2023

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, "Yanley Sandy v. City of Orange Township, L. Worthen Barnes, Imbert Walker, John Does (1-10 (fictitious defendants))"; and,

WHEREAS, Resolution No. 450-2022, adopted on November 14, 2022, authorized Michael A. Armstrong & Associates, LLC, to represent the City, its officers and employees; 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; and

WHEREAS, a certification of funds is not required because the payer of this agreement is the City's insurance carrier, PEJIF.

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 \$20,000.00, with Michael A. Armstrong, LLC, 79 Mainbridge Lane, Willingboro, New Jersey 08046.
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.
3. That the Agreement herein and this resolution is contingent upon certification of funds and appropriate funding to render payment for the services provided herein.

Adopted: February 21, 2023


Joyce Lanter, Municipal Clerk


Tency A. Eason, Council President


4-11-23/2023

RESOLUTION NO. 97-2023

ON CONSENT AGENDA

REGULAR COUNCIL MEETING – February 21, 2023

MOTION TO ADOPT: Summers-Johnson

SECOND: Montague, III

YEAS: Coley, Hilbert, Montague, III, Ross, Summers-Johnson, Wooten & Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: None

AGREEMENT

THIS AGREEMENT, 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 Michael A. Armstrong & Associates, LLC, 79 Mainbridge Lane, Willingboro, New Jersey 08046 (hereinafter referred to as "Counsel");

WITNESSETH

WHEREAS, the City of Orange Township agrees to retain special counsel on behalf of the City and Michael A. Armstrong, LLC, is agreeable to perform all the necessary legal matters pursuant to Resolution No. 450-2022 adopted on November 14, 2022 and Counsel is agreeable to perform such legal services for the City, as to such matters.

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

1. Michael A. Armstrong, LLC is hereby retained as Special Counsel for City of Orange Township for the following matters: Yanley Sandy v. City of Orange Township. L. Worthen Barnes. Imbert Walker. John Does (1-10) fictitious defendants. 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 Thousand (\$20,000.00) 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. The total payments hereunder shall in no event exceed the lawful appropriations made therefore from time to time without further approval of the Insurance Fund Commission.
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 not to exceed one (1) year from the date of this Agreement and Michael A. Armstrong & Associates, 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.
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: *Dwayne D. Warren*
Dwayne D. Warren, Esq., Mayor

ATTEST:

Joyce Lanier
Joyce Lanier, Municipal Clerk

3/14/23

**MICHAEL A. ARMSTRONG
& ASSOCIATES, LLC**

By: *Michael A. Armstrong*
Michael A. Armstrong, Esq.

ATTEST:

[Signature]

Approved as to form and sufficiency:

[Signature]
Gracia Robert Montilus
City Attorney

01/28/08

Taxpayer Identification# 223-277-211/000

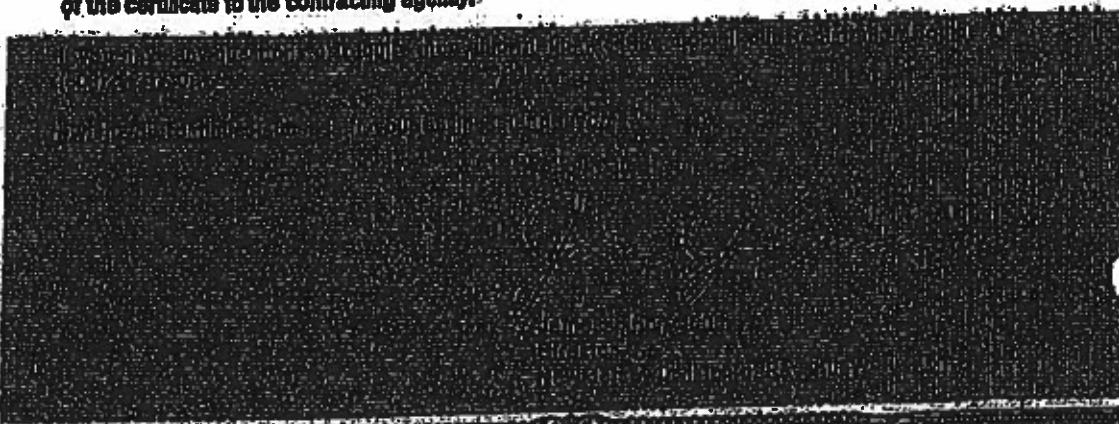
Dear Business Representative:

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 92 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.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME:
MICHAEL C. ARMSTRONG & ASSOCIATES LIMITED

TRADE NAME:

SEQUENCE NUMBER:
499

ISSUANCE DATE:
01/28/08

ADDRESS:
78 MAINBRIDGE LANE
WILLINGBORO, NJ 08095

EFFECTIVE DATE:
01/18/08

DEPARTMENT OF TREASURY
BUSINESS REGISTRATION

James J. [Signature]
New Jersey Division of Revenue

FORM BR-01-01

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAID 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

Michael A. Armstrong & Associates, LLC

(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 recognition 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-5(c), (g) and (i).

Edward D. White, Ed. Mayor	
Hon. Kerry J. Coley	
Hon. Adam D. ...	
Hon. Tracy A. ...	
Hon. ...	
Hon. ...	
Hon. ...	
Hon. ...	
Hon. ...	

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 A. Armstrong	88 Canidae Street, Burlington, NJ 08018

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: Michael A. Armstrong & Associates, LLC

Signed: [Signature] Title: Owner/Managing Member
 Print Name: Michael A. Armstrong Date: 10/23/22

Subscribed and sworn before me the 25 day of October, 2022.
Cristal Holmes-Bowis
 (Attorney)
 Cristal Holmes-Bowis
 Attorney at Law State of New Jersey
 (Print name & title of official) (Corporate Seal)

My Commission expires:

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 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Michael A. Armstrong & Associates, LLC

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-Corporation, S-S corporation, P-Partnership) ▶ _____
 Notes: 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 established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
79 Mainbridge Lane

6 City, state, and ZIP code
Willingboro, New Jersey 08046

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part II 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.

Notes: 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								
			-					
OR								
Employer identification number								
2	2	-	3	2	7	7	2	1

Part III 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 ▶ *Paul O'Byrne* Date ▶ *1/2/23*

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.

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 (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 1099-I (home mortgage interest), 1099-E (student loan interest), 1099-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.

8. **Chesan Lamperello, Mallon & Cappuzzo**
300 Lighting Way, Ste. 200
Secaucus, New Jersey 07094
9. **Antonelli Kantor, P.C.**
354 Eisenhower Pkwy, Ste. 1000
Livingston, New Jersey 07039
10. **Flanagan, Barone & O'Brien, LLC**
4 Essex Avenue, Ste. 200
Bernardsville, New Jersey 07924
11. **Renaud DeAppolonio, LLC**
190 North Avenue E.
Cranford, New Jersey 07016
12. **Law Office of Marco De Stefano, Esq., LLC**
2030 Emerson Avenue
Union, New Jersey 07083
13. **Aloia Law Firm, LLC**
2 Broad Street, Suite 510
Bloomfield, New Jersey 07003
14. **Biancamano & Di Stefano, P.C.**
Executive Plaza
10 Parsonage Road, Suite 300
Edison, New Jersey 08837
15. **La Corte, Bundy, Varady & Kinsella**
989 Bonnel Court
Union, New Jersey 07083
16. **Simmons Law LLC**
1349 Lake Street
Plainfield, New Jersey 07060
17. **Marmero Law, LLC**
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.

RESOLUTION NO. 450-2022

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