

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 5, 2024NUMBER 151-2024**TITLE:**

A RESOLUTION APPOINTING THE LAW FIRM OF DILWORTH & PAXSON, LLP TO PROVIDE SPECIAL REDEVELOPMENT COUNSEL SERVICES FOR CY 2024 JANUARY 1, 2024 THROUGH DECEMBER 31, 2024, NOT TO EXCEED \$50,000.00 WITH ADDITIONAL FEES PAID SEPARATELY FROM THE BUDGET AND RECEIVED FROM AN ESCROW ACCOUNT ESTABLISHED AND SOLELY FUNDED BY APPLICANTS FOR SPECIFIC PROJECTS

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 511-2023, adopted on December 19, 2023, authorized the law firm of Dilworth & Paxson, 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 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.

WHEREAS, the City awarded the contract to Dilworth & Paxson, LLP under the "fair and open process" of the Pay-to-Play Law, *N.J.S.A. 19-44A-20.4 et seq.*

NOW, THEREFORE, BE IT RESOLVED, that a contract be awarded to Dilworth & Paxson, LLP, for the period beginning January 1, 2024, and continuing through December 31, 2024, in an amount not to exceed \$50,000.00, with additional fees paid separately from the budget and received from an escrow account established and solely funded by applicants for specific projects.

1. 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.
2. The Mayor and Municipal Council are hereby authorized and directed to execute the attached Agreement with Dilworth & Paxson, LLP.
3. A copy of this resolution as well as the Contract shall be placed on file with the Municipal Clerk of the City.


DILWORTH & PAXSON
CITY ATTORNEY

Adopted: March 5, 2024

Joyce Lanier
Municipal Clerk

Tency A. Eason
Council President

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) made as of this _____ day of JANUARY, 2024, between the CITY OF ORANGE TOWNSHIP, a body politic and corporate of the State of New Jersey, (“City”), and Dilworth & Paxson, 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:

DILWORTH & PAXSON, LLP

Gracia Robert Montilus
City Attorney

By: _____

CITY COUNCIL

The City of Orange Township, New Jersey

DATE December 19, 2023

NUMBER 511-2023

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, 2024 THROUGH DECEMBER 31, 2024

WHEREAS, on October 12, 2023 and October 13, 2023, 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. Dilworth & Paxson, LLP,
4 Paragon Way, Suite. 400
Freehold, New Jersey 07728
2. Michael A. Armstrong & Associates, LLC
79 Mainbridge Lane
Willingboro, New Jersey 08046
3. Law Office of Marco DiStefano, LLC
Marco DiStefano, Esq.
2050 Emerson Avenue
Union, N.J. 07083

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, 2024 to December 31, 2024.


A. M. Zeff

Adopted: December 19, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

