

CITY COUNCIL

The City of Orange Township, New Jersey

DATE March 5, 2024

NUMBER 153-2024

TITLE: A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH FRIEND & WENZEL LLC TO PROVIDE LEGAL SERVICES TO THE CITY OF ORANGE TOWNSHIP PLANNING BOARD FOR A PERIOD BEGINNING JANUARY 1, 2024, AND CONTINUING THROUGH DECEMBER 31, 2024, IN AN AMOUNT NOT TO EXCEED \$7,500.00, WITH ADDITIONAL FEES PAID SEPARATELY FROM THE BUDGET AND RECEIVED FROM ESTABLISHING AN ESCROW ACCOUNT THAT WILL BE SOLELY FUNDED BY DEVELOPERS PERTAINING TO THEIR SPECIFIC PROJECTS.

WHEREAS, the City of Orange Township ("City") Planning Board has appointed Joseph Wenzel, Esq., of Friend & Wenzel LLC, to provide legal advice and legal representation at scheduled Planning Board meetings for the period beginning January 1, 2024, and continuing through December 31, 2024; 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 certifying that funds will be available for this purpose in Account No. 4-01-21-180-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Friend & Wenzel LLC, for this purpose in the applicable budget account.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Orange Township that a contract be awarded to Friend & Wenzel LLC, not to exceed \$7,500.00, with additional fees paid separately from the budget and received from establishing an escrow account that will be solely funded by developers pertaining to their 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 Friend & Wenzel LLC; and,

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

Adopted: **March 5, 2024**

Joyce Lanier
City Clerk

Tency Eason
Council President

 Amy Rath

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

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 2024 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 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Friend & Wenzel LLC.
Address: 975 Clifton Ave.

City: Clifton
State: New Jersey
Zip Code: 07013

Purpose: Legal Services for the Planning Board
Vendor ID: FRIEN025

Temporary Budget: \$ 1,875.00
Fund: Current Fund
Line Description PB - Planning Board - Professional Services
Account Numbers(s): CY'24 4-01-21-180-000-519

The remainder of: \$ 5,625.00
will be provided in
Fund: Current Fund
Line Description PB - Planning Board - Professional Services
Account Numbers(s): CY'24 4-01-21-180-000-519

Purchase Order # : 24-00616

Amount not to exceed: \$ 7,500.00

Division Head

Date

Nile Clements

2/28/2024

Chief Financial Officer

Date

PLANNING BOARD

The City of Orange Township
New Jersey



Date 01/24/2024

Resolution No. 02-2024

TITLE: A RESOLUTION APPROVING JOSEPH M. WENZEL, ESQ., OF FRIEND & WENZEL LLC, TO PROVIDE PROFESSIONAL LEGAL SERVICES TO THE PLANNING BOARD OF THE CITY OF ORANGE TOWNSHIP FOR A TERM BEGINNING JANUARY 1, 2024, AND CONTINUING THROUGH DECEMBER 31, 2024, IN AN AMOUNT NOT TO EXCEED \$7,500.00 AND WITH ADDITIONAL FEES PAID THROUGH APPLICANT ESCROW FUNDS.

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

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., permits the Planning Board ("Board") of the City of Orange Township ("City") to contract for and fix the compensation of an attorney to provide professional legal advice and representation on matters relating to planning and land use ("Board Attorney"); and,

WHEREAS, the Board concluded that Joseph M. Wenzel, Esq., of Friend & Wenzel LLC, has the qualifications and experience necessary to serve as the Board Attorney; and,

WHEREAS, the Board fixed the compensation of the Board Attorney for the CY 2024 term, commencing January 1, 2024, and continuing through December 31, 2024, at an amount not to exceed \$7,500.00 for attendance at Board meetings and other routine Board-related legal work; and,

WHEREAS, the Board Attorney shall also be permitted to bill against applicant escrow funds for application-related work (e.g., technical review, resolutions, etc.) at a rate of \$150.00 per hour; and,

WHEREAS, the City's Chief Financial Officer has prepared the necessary Certificate of Availability of Funds, contingent upon the passage of CY 2024 municipal budget, certifying that funds are available under the appropriate account.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY OF ORANGE TOWNSHIP that Joseph M. Wenzel, Esq., of Friend & Wenzel LLC, is hereby appointed as Board Attorney for a term beginning as of January 1, 2024, and continuing through December 31, 2024, in an amount not to exceed \$7,500.00 for attendance at Board meetings and other routine Board-related legal work, and at a rate of \$150.00 per hour billed against applicant escrow funds for application-related work (e.g., technical review, resolutions, etc.); and,

BE IT FURTHER RESOLVED that the Board Chair is hereby authorized to execute an agreement with the Board Attorney on the Board's behalf, reflecting these terms; and,

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Motion to Approve Resolution

Motion Date: January 24, 2024

M	2d	Member		AYE	NAY	N/V	N/P
<input type="checkbox"/>	<input type="checkbox"/>	HOLMES, Dwight	Board Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	JONES, Antoinette	Board Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	WARREN, Hon. Dwayne D.	Mayor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	COLEY, Kerry.	Councilmember	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	MOBLEY, Christopher		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ONYIUKE, Callistus		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	FAUSTIN, Enock		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	LATURE, Jean-Guy		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

M: Motion
 2d: Second
 N/V: No Vote
 (Abstain/Excused)
 N/P: Not Present

Vote Totals:

7	0	0	1
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 Approved Rejected

I hereby certify the foregoing Resolution was adopted by the Planning Board of the City of Orange Township at its meeting on January 24, 2024.

Dwight Holmes
Dwight Holmes (Feb 17, 2024 12:56 EST)
 Dwight Holmes
 Planning Board Chair

Alexandra Reyes
Alexandra Reyes (Feb 16, 2024 10:11 EST)
 Alexandra Reyes
 Planning Board Secretary

Approved as to form and legality:

Joseph Wenzel
Joseph Wenzel (Feb 21, 2024 10:45 EST)
 Joseph Wenzel, Esq.
 Planning Board Attorney







Resolution.Planning Board.2024 Attorney Appointment (Wenzel)

Final Audit Report


2024-02-17


Created:	2024-02-16
By:	Gisell Reyes (areyes@orangenj.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIT_1xP2Ys1dfBPuwcZitmOE4rY0PWG-A

"Resolution.Planning Board.2024 Attorney Appointment (Wenzel)" History

-  Document created by Gisell Reyes (areyes@orangenj.gov)
2024-02-16 - 3:41:57 PM GMT
-  Document emailed to dwightholmes78@yahoo.com for signature
2024-02-16 - 3:42:03 PM GMT
-  Document emailed to joe@friendwenzel.com for signature
2024-02-16 - 3:42:03 PM GMT
-  Document emailed to Gisell Reyes (areyes@orangenj.gov) for signature
2024-02-16 - 3:42:03 PM GMT
-  Email viewed by joe@friendwenzel.com
2024-02-16 - 3:45:37 PM GMT
-  Signer joe@friendwenzel.com entered name at signing as Joseph M. Wenzel
2024-02-16 - 3:45:56 PM GMT
-  Document e-signed by Joseph M. Wenzel (joe@friendwenzel.com)
Signature Date: 2024-02-16 - 3:45:58 PM GMT - Time Source: server
-  Email viewed by Gisell Reyes (areyes@orangenj.gov)
2024-02-16 - 3:51:16 PM GMT
-  Document e-signed by Gisell Reyes (areyes@orangenj.gov)
Signature Date: 2024-02-16 - 3:51:24 PM GMT - Time Source: server
-  Email viewed by dwightholmes78@yahoo.com
2024-02-17 - 5:55:47 PM GMT

 Signer dwightholmes78@yahoo.com entered name at signing as Dwight Holmes
2024-02-17 - 5:56:15 PM GMT

 Document e-signed by Dwight Holmes (dwightholmes78@yahoo.com)
Signature Date: 2024-02-17 - 5:56:17 PM GMT - Time Source: server

 Agreement completed.
2024-02-17 - 5:56:17 PM GMT

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“Agreement”) is made as of January 1, 2024, 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,

Friend & Wenzel LLC,
a New Jersey Limited Liability Company,
with offices at 975 Clifton Avenue, Suite 201, Clifton, New Jersey, 07013,
 (“Law Firm”, together with the City, “Parties”).

RECITALS

WHEREAS, the City’s Municipal Council is required to retain qualified legal counsel to the City’s Planning Board (“Planning Board”) from outside of the Department of Law; and,

WHEREAS, the Law Firm demonstrated that it is qualified for appointment as legal counsel to the Planning Board for the 2024 calendar year—January 1, 2024, through December 31, 2024 (“Agreement Term”); and,

WHEREAS, the Law Firm agrees to provide on-call legal services to the Planning Board 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 March ____, 2023, the Municipal Council voted to adopt Resolution No. ____-2024 appointing the Law Firm as legal counsel to the Planning Board 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 Planning Board during the Agreement Term:
 - a. advising the Planning Board and its staff on legal issues relating to pending or new applications for development (“Applications”), and/or other general legal issues, such as changes in relevant law, and compliance with public records and sunshine laws;
 - b. attending technical review committee meetings and/or telephone conferences as needed to resolve legal questions relating to Applications;
 - c. advising the Planning Board and its staff on issues of legal compliance with Federal and State statutes and regulations applicable to the Planning Board;
 - d. attending regular and special public meetings of the Planning Board to provide legal guidance during such proceedings; and,

e. researching and preparing resolutions and other legal documents for consideration by the Planning Board.

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

a. a flat fee of \$625.00 per public meeting of the Planning Board during the Agreement Term for all general and non-Application-related legal services rendered to the Planning Board 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 Planning Board, 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. Outside Counsel Guidelines. The Law Firm understands and acknowledges that it is required to comply with the Outside Counsel Guidelines issued by the City's Department of Law, as amended from time to time. To the extent any provision in this Agreement is inconsistent with said Outside Counsel Guidelines, the Guidelines (and not this Agreement) shall control.

10. 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.*

11. 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.

12. Termination. This Agreement may be terminated by the City at any time, with or without cause.

13. 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 and the same 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 FRIEND & WENZEL LLC

Approved as to form and legality:

By: _____
Joseph Wenzel, Esq.
Member

By: _____
Aaron Mizrahi, Esq.
Deputy City Attorney

Request for Taxpayer Identification Number and Certification

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

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. Friend & Wenzel, LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 975 Clifton Avenue	Requester's name and address (optional)	
	6 City, state, and ZIP code Clifton, NJ 07013		
	7 List account number(s) here (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	or
Employer identification number	
8 1 - 5 1 6 2 5 6 5	

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 on page 3.

Sign Here	Signature of U.S. person ▶ <i>Joseph M. Wenzel</i>	Date ▶ <i>2/28/2024</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

01/31/17

Taxpayer Identification# 815-162-526/000

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.

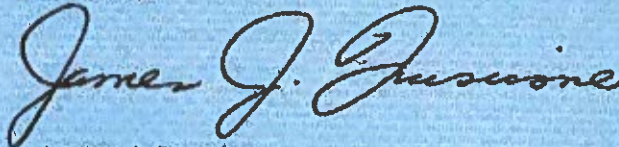
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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.

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 252
TRENTON, N. J. 08646-0252

TAXPAYER NAME:

FRIEND & WENZEL LLC

ADDRESS:

1000 CLIFTON AVENUE SUITE 101
CLIFTON NJ 07013

EFFECTIVE DATE:

01/31/17

TRADE NAME:

SEQUENCE NUMBER:

2107373

ISSUANCE DATE:

01/31/17



Director
New Jersey Division of Revenue

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127); N.J.A.C. 17:27

Goods, Professional Service and General Service Contracts

During the performance of this contract, Friend & Wenzel, LLC, ("contractor" or "subcontractor", as appropriate), agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 contractor 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 nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, 1 of the following 3 documents:

1. Federal Letter of Approval of Equal Employment Opportunity Policies;
2. Certificate of Employee Information Report; or,
3. Completed Employee Information Report Form AA302.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (cont'd)
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127); N.J.A.C. 17:27

Goods, Professional Service and General Service Contracts

The contractor or subcontractor shall furnish such reports or other documents to the City as may be requested from time to time in order to carry out the purposes of these regulations, and the City may furnish such information as may be requested by the New Jersey Division of Purchase & Property, Contract Compliance Administration Unit, EEO Monitoring Program for purposes of conducting a compliance investigation pursuant to N.J.A.C. 17:27-10 et seq.

The undersigned hereby acknowledges the above listed requirements.

For Friend & Wenzel, LLC
(Individual or Firm Name)

By: 
(Signature)

2/28/2024
(Date)

Joseph M. Wenzel
(Printed Name)

Managing Member
(Title)

BUSINESS OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, the City of Orange Township ("City") is prohibited from awarding a contract to any business entity unless, the business entity provides the City with a statement setting forth the names and addresses of all individuals with 10.00% or more ownership interest therein at the time of proposal.

A. Business Entity Name & Organization

Legal Name of Business Entity: Friend & Wenzel, LLC

Type of Entity: "C" Corporation "S" Corporation Limited Liability Company
 General Partnership Limited Partnership Limited Liability Partnership

B. Ownership Information

- No person or entity has 10.00% or greater ownership interest in the business entity.
- Names and addresses for all persons or entities with at least 10.00% ownership interest in the business entity, along with corresponding ownership interest percentages, are as follows (attach additional sheets as necessary):

Name	Address	Ownership %
Joseph M. Wenzel	22 Fairview Avenue, West Orange NJ 07052	50%
Gerald G. Friend	4 Marble Ct., Clifton NJ 07013	50%

- If any owner identified above is a business entity list the names and addresses of all persons and/or entities owning at least 10.00% of each such entity, repeating this process until the names and addresses of all non-businesses owning at least 10.00% of the business and all related entities are disclosed (attach additional sheets as necessary):

Name	Address	Ownership %

If the business entity has a direct or indirect parent entity which is publicly traded, and any person holds a 10.00% or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission ("SEC") or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the SEC (or foreign equivalent) that contain the name and address of each person holding a 10.00% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person (attach additional sheets if necessary):

URL of Last Annual SEC (or foreign equivalent) Filing	Page #

BUSINESS OWNERSHIP DISCLOSURE CERTIFICATION (cont'd)

C. General Disclosures

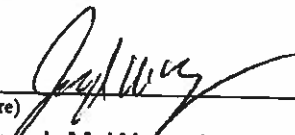
The following questions must be answered as to the business entity and all parties identified in Part B above ("owner"). To the extent the answer to any question is "yes", a separate explanation identifying the relevant party(ies) and the circumstances involved must be appended to this Disclosure.

Has the business or any owner been a party in litigation brought within the last 5 years involving laws governing hours of labor, minimum wage standards, discrimination in wages or child labor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been charged with, convicted of, under indictment, on parole, on probation or a plaintiff in, any criminal or civil offense other than a minor motor vehicle violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been subject to, or have pending, any disciplinary action by any administration, governmental or regulatory body?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been subject to any order resulting from any criminal, civil or administrative proceeding brought by any administrative governmental, or regulatory agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been denied any license on the grounds of moral turpitude by any administrative, governmental or regulatory agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner been informed that it/he/she is the target of any current investigation with respect to possible violations of state or federal securities, antitrust or criminal laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been denied a business-related license or had any such license suspended or revoked by any administrative, governmental or regulatory agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been debarred, suspended or disqualified from contracting with any federal, state or municipal agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been in receivership or adjudicated bankrupt?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the business or any owner ever been in default on a personal or business loan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. Certification

I hereby certify that the foregoing information and any attachments hereto are true and complete. I acknowledge that: (a) I am authorized to execute this certification on behalf of the business entity and all parties listed in Parts A and B above; (b) the City will rely on the information contained herein and the business and all owners are under a continuing obligation to notify the City in writing of any changes to the information contained herein; and, (c) I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do, the City will reject this submission and I may be subject to prosecution.

For Friend & Wenzel, LLC
(Individual or Firm Name)

By: 
(Signature)
Joseph M. Wenzel
(Printed Name)
Managing Member
(Title)

2/28/2024
(Date)

POLITICAL CONTRIBUTION DISCLOSURE

Pursuant to *N.J.S.A. 19:44A-20.26*, this form must be submitted not later than 10 days prior to the award of any contract with the City of Orange Township ("City") that may have an anticipated value exceeding \$17,500.00, and/or any contract awarded as a non-fair and open contract.

A. Instructions

All persons and business entities contracting with the City must disclose contributions to:

1. any continuing political committee (*i.e.*, political action committee); and/or,
2. any candidate committee of a candidate for, or holder of, an elective office of the City, the County of Essex, another public entity within the County of Essex, and/or the legislative district where the City is located, (*see* Part B below).

The disclosure must list reportable contributions to any of the committees that exceed \$200.00 per election cycle, made during the 12 months prior to award of the contract. *See N.J.S.A. 19:44A-8; N.J.S.A. 19:44A-16*. For business entities, this requirement applies to:

- individuals with an ownership interest or control of more than 10.00% of the profits or assets of the business entity;
- all principals, partners, officers, or directors of the business entity and their respective spouses;
- any subsidiaries directly or indirectly controlled by the business entity;
- any New Jersey-based IRS Code § 527 organization, directly or indirectly controlled by the business entity and filing as a continuing political committee (*i.e.*, PAC).

When the contractor is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution [by the contractor]." *N.J.S.A. 19:44A-20.26(b)*.

Any contractor that fails to comply with these disclosure provisions shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount based upon the amount that the contractor failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.*

B. List of Agencies & Elected Officials Required for Disclosure

State: Governor, and Legislative Leadership Committees

Legislative Districts: 21, 27, 28, 29, 34, 36, and 40
1 State Senator and 2 members of the General Assembly per district

County: County Executive; Commissioners; County Clerk; Sheriff; Surrogate; Registrar of Deeds

Municipalities (mayor and members of governing body, regardless of title):

Belleville Township	Irvington Township	City of Orange Township
Bloomfield Township	Livingston Township	Roseland Borough
Caldwell Borough	Maplewood Township	South Orange Village
Cedar Grove Township	Millburn Township	Verona Township
City of East Orange	Montclair Township	West Caldwell Township
Essex Fells Borough	City of Newark	West Orange Township
Fairfield Township	North Caldwell Borough	
Glen Ridge Borough	Nutley Township	

[CONTINUED ON NEXT PAGE]

POLITICAL CONTRIBUTION DISCLOSURE (cont'd)

B. List of Agencies & Elected Officials Required for Disclosure (cont'd)

Boards of Education (members of the board):

Belleville Public School District	Irvington Public School District	Roseland Public School District
Bloomfield Public School District	Livingston Public School District	South Orange-Maplewood PSD
Caldwell-West Caldwell PSD	Millburn Public School District	Verona Public School District
Cedar Grove Public School District	Newark Public School District	West Essex Regional PSD
Essex Fells Public School District	North Caldwell Public School District	West Orange Public School District
Fairfield Public School District	Nutley Public School District	
Glen Ridge Public School District	Orange Public School District	

C. Contractor Information

Legal Name of Business Entity: Friend & Wenzel, LLC

Address: 975 Clifton Avenue

Clifton NJ 07013

D. Reportable Contribution Disclosure

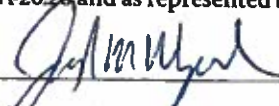
Pursuant to N.J.S.A. 19:44A-20.26, this disclosure must include all reportable political contributions (more than \$200.00 per election cycle) over the 12 months prior to submission (attach additional sheets as necessary).

No reportable contributions.

<i>Contributor</i>	<i>Recipient</i>	<i>Date</i>	<i>Amount</i>
NONE			

E. Certification

The undersigned, being authorized, hereby certifies that the submission provided herein complies with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

By: 
 (Signature)
Joseph M. Wenzel
 (Printed Name)
Managing Member
 (Title)

2/28/2024
 (Date)

NON-COLLUSION AFFIDAVIT


STATE OF NEW JERSEY :
COUNTY OF Passaic : ss.

I, Joseph M. Wenzel, on behalf of the firm of Friend & Wenzel, LLC, upon my oath or affirmation, hereby depose and say:

1. That I executed the documents submitted herein with full authority so to do;
2. That neither I nor the firm has directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this contract;
3. That all statements contained in the documents submitted herewith, and in this Affidavit are true and correct, and made with full knowledge that the City of Orange Township will rely upon the truth of the statements contained therein in making determinations regarding award of this contract; and,
4. that no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except *bona fide* employees or *bona fide* established commercial selling agencies of the proposer. See N.J.S.A. 52:34-25.


The undersigned hereby acknowledges the above listed requirements.

For Friend & Wenzel, LLC
(Individual or Firm Name)

By: 
(Signature)
Joseph M. Wenzel
(Printed Name)
Managing Member
(Title)

2/28/2024
(Date)

Sworn before me on this 28th day of February, ~~2023~~ 2024


Notary Public
KIM ANDREWS
A Notary Public of New Jersey
My Commission Expires October 1, 2028