

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

May 19, 2020

205-2020

DATE \_\_\_\_\_

NUMBER \_\_\_\_\_

**TITLE:**

(Amended)

**A RESOLUTION AUTHORIZING THE RETENTION OF FLORIO KENNY, RAVAL, L.L.P., TO SERVE AS TAX COUNSEL FOR THE CITY OF ORANGE TOWNSHIP, IN THE AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$25,000.00) FOR CALENDAR YEAR 2020.**

**WHEREAS**, the City of Orange Township is in need of legal counsel specializing in tax appeal cases and other related matters; and

**WHEREAS**, Resolution No. 125-2020, adopted on March 17, 2020, authorized the law firm of Florio, Kenny, Raval, LLP., to represent the City, its officers and employees; and


**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds which certifies that funds are available in the Department of Law - Account No. 0-01-20-155-000-519.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Orange Township, that the Mayor is hereby authorized to enter into an Agreement with the Law Firm of Florio Kenny, Raval, L.L.P., in an amount not to exceed twenty thousand dollars (\$25,000.00) for calendar year 2020.

**Adopted:**

\_\_\_\_\_  
**Joyce L. Lanier**  
City Clerk

\_\_\_\_\_  
**Tency A. Eason**  
Council President

*Vaughn Pearchment*  
City Attorney  
*on behalf of the*  
  
CITY ATTORNEY

# AGREEMENT

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Orange Township, herein referred to as the “City” and Florio, Kenny, Raval, LLP herein referred to as “Counsel”;

**WITNESS**, that in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The City of Orange Township “City”, hereby retains the services of Florio, Kenny, Raval, LLP, as “Counsel” to represent the City in connection with real estate tax appeals filed with the Essex County Board of Taxation and Tax Court by either the City of Orange Township or any of its taxpayers.

2. The services to be provided by Counsel shall include but not be limited to the preparations of all pleadings and filings and the filings of reports with the appropriate City Officials as to the status of these proceedings or litigation.

3. Counsel accepts such employment and agrees to render and perform all legal services as necessary and proper and to the extent by the City.

4. It is understood and agreed that Counsel accepts such employment as an independent contractor and that attorneys and staff shall give personal attention to the matters for which Counsel has been retained; and shall, in the performance of such services, use their best skill and ability to protect the rights of the City in said matters, in accordance with Law.

5. The City shall, upon thirty (30) days prior written notice, and based upon good cause related to the performance of Counsel, terminate this Agreement.

In the event that this Agreement is deemed to be terminated, the City shall pay Counsel or those legal services provided or being performed, as of the effective date of termination; which date shall be no less than thirty (30) days from Counsel’s receipt of said Notice, unless otherwise extended by the governing body. Counsel shall submit a voucher conforming the services rendered for which payment is sought. It is understood by and between the parties that Counsel may during the term of this Agreement, withdraw and terminate as attorney for the City from any matter(s) or proceeding(s) which form the subject matter of this contract. In such event, Counsel shall serve written

notice upon the City addressed to the City Attorney. Prior to the effective date of said withdrawal Counsel shall take all necessary steps to protect the interest of the City in any negotiations or litigation, until the City has been able to secure the file of any pending matter or other proceeding upon which Counsel has been delegated to act. Upon such withdrawal, the City shall pay Counsel for any outstanding legal services, in addition to those reasonable expenses and disbursements not having heretofore been paid, prior to the date of termination.

6. Counsel agrees to indemnify and hold the City of Orange harmless for any errors, omissions or negligence on its part. Counsel further agrees to maintain malpractice insurance in an aggregate amount of not less than \$1,000,000.00.

7. For and in consideration of the services to be rendered, the City shall pay Counsel an hourly rate of One Hundred-Fifty (\$150.00) Dollars for in court trials for Tax Court and One Hundred-Ten (\$110.00) Dollars for Tax Appeals in an amount not to exceed Twenty Thousand (\$25,000.00) Dollars. Said bills shall be paid within thirty (30) days of submission to the City.

The billing for and the payment of legal services shall be exclusive of Counsel's disbursements and reasonable expenses, including but not limited to photocopying, postage, secretarial and clerical/paralegal assistant and messenger services, which Counsel may deem expedient and necessary in order to fulfill its legal services on behalf of the City. The City shall reimburse Counsel for the expenses associated and related to the filing of pleadings or recordings of documents, and the above related services in accordance with the terms of this Agreement.

8. In accordance with N.J.S.A. 40A:11-15, this Agreement is effective as of adoption By Resolution of the governing body and will terminate, unless otherwise provided hereinabove, or until such time as the governing body appoints or delegates these legal services to other Counsel.

**CITY OF ORANGE TOWNSHIP**

By: \_\_\_\_\_  
**Dwayne D. Warren**  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Joyce L. Lanier**  
**City Clerk**

\_\_\_\_\_  
**Florio, Kenny, Raval, LLP.**

**WITNESS:**

\_\_\_\_\_

**Approved as to form and sufficiency:**

\_\_\_\_\_  
**City Attorney**

**Contract agreement for the Tax Assessor's Office; Resolution #**

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, 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 2020 service contract, and the resolution presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2020 Budget, there will be sufficient funds to contract with:

Vendor Name: Florio & Kenny

Address: 5 Marine View Plaza  
Suite 103  
City: Hoboken  
State: New Jersey  
Zip Code: 07030

Purpose: Tax Counsel

Vendor ID: FLORI010

Fund: Current Fund  
Line Description SS - Contractual Services  
Account Numbers(s): CY'20                      0-01-20-155-000-519                      \$ 25,000.00

Blanket PO#: 20-00368

Amount not to exceed: \$ 25,000.00

Division Head

Date

*Nile Clements*

5-13-2020

Chief Financial Officer

Date

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

DATE March 17, 2020

(Amended)

NUMBER 125-2020

**TITLE:**

**A RESOLUTION AUTHORIZING A LIST OF LAW FIRMS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARDS TO TAX APPEAL MATTERS ON AN AS NEEDED BASIS FOR A PERIOD OF NINE (9) MONTHS FROM APRIL 1, 2020 THROUGH DECEMBER 31, 2020.**

**WHEREAS**, on February 6, 2020, the City of Orange Township published Request for Qualifications seeking legal advice and counsels with reference to tax appeal matters before the Essex County Board of Taxation and the State Tax Court arising from assessments of the City of Orange Township; (the "City") and,

**WHEREAS**, eight (8) law firms submitted resumes in response to the Request for Qualifications; and

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

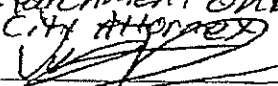
**WHEREAS**, two (2) law firms were rejected due to a conflict of interest from current representation of redevelopers; and

**WHEREAS**, the law firms rejected are:

1. Chasan, Lamparello, Mallon & Cappuzzo  
300 Lighting Way  
Suite 200  
Secaucus, New Jersey 07094
2. Inglesino, Webster, Wyciskala & Taylor, LLC  
600 Parsippany Road  
Suite 204  
Parsippany, New Jersey 07054

**WHEREAS**, the City Attorney approves the law firms:

1. Florio, Kenny & Raval, LLP  
125 Chubb Avenue  
Suite 310-N  
Lyndhurst, New Jersey 07071
2. Eric M. Bernstein & Associates, LLC  
34 Mountain Blvd., Building A  
Warren, New Jersey 07059

*Vaughn Perchment on behalf  
of the City Attorney*  



3. Kaufman, Semeraro & Leibman, LLP  
Two Executive Drive  
Suite 530  
Fort Lee, New Jersey 07024
4. The Law Offices of Jeanette Calderon-Arnold  
165 Clairmont Terrace  
Orange, New Jersey 07050
5. Savo, Schalk, Gillespie, O'Grodnick & Fisher, P.A.  
56 East Main Street  
Somerville, New Jersey 08876
6. Antonielli Kantor, P.C.  
1000 Stuyvesant Avenue  
Suite 1  
Union, New Jersey 07083

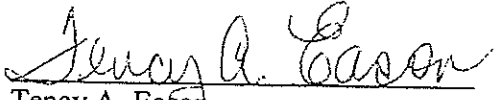
**WHEREAS**, all approved firms have agreed to provide legal services at an hourly rate of \$150.00 per hour; and

**WHEREAS**, the City Attorney has determined that the above recommended 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 the above recommended law firms as required.

Adopted: March 24, 2020

  
\_\_\_\_\_  
Joyce L. Danier  
City Clerk

  
\_\_\_\_\_  
Tency A. Eason  
Council President

**RESOLUTION NO. 125-2020**

**ON CONSENT AGENDA**

**REGULAR MEETING-- MARCH 24, 2020**

**MOTION TO ADOPT: Summers-Johnson**

**SECOND: Wooten**

**YEAS: Coley, Jackson, Johnson, Jr., Summers-Johnson, Williams, Wooten & Council President Eason**

**NAYS: None**

**ABSTENTIONS: None**

**ABSENCES: None**



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

**Part I - Vendor Affirmation**

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

**FLORIO ♦ KENNY ♦ RAVAL, L.L.P.**

(Contractor)

has not made and will not make any reportable contributions pursuant to Ordinance 4-70 et seq. that would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint 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, Esq., Mayor	
Hon. Kerry J. Coley	
Hon. Adrienne K. Wooten	
Hon. Tency A. Eason	
Hon. Christopher Jackson	
Hon. Harold J. Johnson	
Hon. Jamie Summers-Johnson	
Hon. Donna K. Williams	

**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
Edward J. Florio	2418 [REDACTED] 07003
Bernard F. Kenny, Jr.	10 [REDACTED] 07003
Nita G. Raval	6 [REDACTED] 07003

**Part 3 - 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: **FLORIO ♦ KENNY ♦ RAVAL, L.L.P.**

Signed: \_\_\_\_\_ Title: **Senior Partner**

Print Name: **Edward J. Florio** Date: **02/24/2020**

Subscribed and sworn before me the 24th day of February, 2020

(Affiant)  
**Edward J. Florio, Senior Partner**  
(Print name & title of affiant) (Corporate Seal)

My Commission expires: \_\_\_\_\_

**MARILYN P. ...**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 1/25/2023

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

FLORIO KENNY RAVAL, LLP

ADDRESS:

125 CHUBB AVE SE 310-N  
LYNDHURST NJ 07071

EFFECTIVE DATE:

09/19/05

TRADE NAME:

SEQUENCE NUMBER:

1179768

ISSUANCE DATE:

02/26/19



Director  
New Jersey Division of Revenue

FORM-BRG  
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