

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE July 8, 2020NUMBER 299-2020(WO)

**TITLE:** A RESOLUTION AUTHORIZING THE SERVICES OF DAVID C. STANZIALE, LLC., TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATTER, ALICE LANG V. M&N 300 LLC, ET AL., DOCKET NO. ESX-L-5170, IN AN AMOUNT NOT TO EXCEED \$30,000.00 FOR CALENDAR YEAR 2020

**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, Alice Lang v. M&N 300 LLC., et al.; and

**WHEREAS**, Resolution No. 130-2020, adopted on March 17, 2020, authorized the law firm of David C. Stanziale, 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.

**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 be and is hereby authorized and directed to execute the attached Agreement, in an amount not to exceed \$30,000.00, with David C. Stanziale, LLC. 552 High Mountain Road, Ste. 3, North Haledon, New Jersey.
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 the matter.

**Adopted:**

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

\_\_\_\_\_  
**Kerry J. Coley**  
Council President

*Gracia R. Montiel*  
*[Signature]*  
\_\_\_\_\_  
CITY ATTORNEY

**AGREEMENT TO PROVIDE LEGAL SERVICES IN THE MATTER ALICE LANG V. M&N 300 LLC., ET AL., DOCKET NO. ESX-L-5170-182**

**THIS AGREEMENT**, made this                    day of                    , 2020, 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 David C. Stanziale, LLC., 552 High Mountain Road, Ste. 3, North Haledon, New Jersey (hereinafter referred to as “Counsel”);

**WITNESSETH**

**WHEREAS**, the City of Orange Township agrees to retain special counsel on behalf of City and David Stanziale, LLC, is agreeable to perform all the necessary legal matters pursuant to Resolution No. 130-2020, adopted on March 17, 2020 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. David C. Stanziale, LLC. is hereby retained as Special Counsel for City of Orange Township for the following matters: Municipal and conflict litigation matters and City legal matters. 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 Thirty Thousand (\$30,000.00) 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. 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.
4. 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.
5. 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 David C. Stanziale, L.L.C., 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.
6. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
7. 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.
8. 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.
9. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
10. 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, Esq., Mayor**

**ATTEST:**

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

**DAVID C. STANZIALE, LLC.**

By: \_\_\_\_\_  
**David C. Stanziale, LLC.**

**ATTEST:**

\_\_\_\_\_

**Approved as to form and sufficiency:**

\_\_\_\_\_  
**Gracia Robert Montilus**  
**City Attorney**

**CITY COUNCIL**

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

DATE March 17, 2020

NUMBER 130-2020

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

**WHEREAS**, on February 6, 2020, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsels to provide legal representation to the City, its officers and employees, in connection with lawsuits filed under the New Jersey Tort Claims Act, the Conscientious Employee Protection Act (CEPA), Laws Against Discrimination (LAD), contract matters and/or challenges to governmental action, and such other areas of municipal law as may be required; and

**WHEREAS**, twenty-four (24) law firms have 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:

1. David C. Stanziale, LLC  
552 High Mountain Road  
North Halendon, New Jersey 07508
2. Lamb Kretzer, LLC  
110B Meadowlands Parkway, Ste. 201  
Secaucus, New Jersey 07094
3. The Pennington Law Group  
76 South Orange Avenue, Ste. 213  
South Orange, New Jersey 07079
4. Michael A. Armstrong & Associates, LLC  
79 Mainbridge Lane  
Willingboro, New Jersey 08046
5. Inglesino, Webster, Wyciskala & Taylor, LLC  
600 Parsippany Road, Ste. 204  
Parsippany, New Jersey 07054
6. Trimboli & Prusinowski, LLC  
368 South Street  
Morristown, New Jersey 07960

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY

*John P. ...  
the City Attorney*

7. Childress & Jackson, LLC  
280 South Harrison Street, Ste. 303  
East Orange, New Jersey 07018
8. Florio, Kenny & Raval, LLP  
125 Chubb Avenue  
Lyndhurst, New Jersey 07071
9. Chasan Lamparello, Mallon & Cappuzzo  
Lighting Way, Ste. 200  
Secaucus, New Jersey 07094
10. Post Polak, P.A.  
425 Eagle Rock Avenue, Ste. 200  
Roseland, New Jersey 07068
11. DeCotiis, FitzPatrick, Cole & Giblin, LLP  
61 South Paramus Road  
Paramus, New Jersey 07652
12. Brause, Brause & Ventrice, LLC  
276 Main Street  
Metuchen, New Jersey 08840
13. The Law Office of Gina DeVito, LLC  
28 Valley Road, Ste. 1  
Montclair, New Jersey 07042
14. Savo, Schalk, Gillespie, O'Grodnick & Fisher, P.A.  
56 East Main Street, Ste. 301  
Somerville, New Jersey 08876
15. Eric M. Bernstein & Associates, LLC  
34 Mountain Blvd., Building A  
Warren, New Jersey 07059
16. Mitchell Law Offices  
1980 Springfield Avenue, Ste. 5  
Maplewood, New Jersey 07040
17. O'Donnell, McCoy & Heleniak, LLC  
86 Washington Street  
Morristown, New Jersey 07960
18. The Antoine Law Firm, LLC  
52 Underwood Street, Apt. 1L  
Newark, New Jersey 07106

19. Ehrlich, Petriello, Gudin & Plaza  
60 Park Place, Ste. 1016  
Newark, New Jersey 07102
20. Antonelli Kantor, P.C.  
1000 Stuyvesant Avenue, Ste. 1  
Union, New Jersey 07083
21. The Offices of Yvette Gibbons, LLC  
4 South Orange Avenue, No. 139  
South Orange, New Jersey 07079
22. Biancamano & Distefano, P.C.  
Executive Plaza  
10 Parsonage Road, Ste. 300  
Edison, New Jersey 08837
23. Markman & Cannan  
391 Franklin Steet  
Bloomfield, New Jersey 07003
24. Purcell, Mulcahy & Flanagan, LLC  
One Pluckemin Way  
Bedminster, New Jersey 07921

**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 as required.

Adopted:

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Joyce L. Lanier  
City Clerk

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Tency A. Eason  
Council President

**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  
**David C. Stanziale, 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 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                               |
|------------------------------|--|
| David C. Stanziale           | 130 Tamboer Drive, North Haledon, NJ 07508 |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |

**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: David C. Stanziale, LLC

Signed: *David C. Stanziale* Title: Sole Member of LLC

Print Name: David C. Stanziale Date: 2/21/20

Subscribed and sworn before me the 21 day of

February, 2020

My Commission expires:

*Carol Lynn Vaccaro*  
**CAROL LYNN VACCARO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 2/15/2022**  
 (Print name & title of affiant) (Corporate Seal)



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 280  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

DAVID STANZIALE, LLC ATTORNEY AT LAW

TRADE NAME:

ADDRESS:

552 HIGH MOUNTAIN ROAD  
NORTH HALEDON, NJ 07508

EFFECTIVE DATE:

07/23/07

SEQUENCE NUMBER:

0350648

ISSUANCE DATE:

08/29/11

FORM-BRC

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

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