

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE January 3, 2023NUMBER 8-2023

**TITLE: A RESOLUTION AUTHORIZING THE SERVICES OF DAVID C. STANZIALE, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP AND CHRISTOPHER HARTWYK IN THE MATTER, "KERI PAYNE, V. CITY OF ORANGE TOWNSHIP, ET AL" DOCKET NO. ESX-L-006850-22 IN AN AMOUNT NOT TO EXCEED \$30,000.00 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 and Dwayne D. Warren, Mayor in connection with litigation, "Keri Payne v. City of Orange Township, et al., Docket Nov. ESX-L-6850-22"; and,

**WHEREAS**, Resolution No. 450-2022, adopted on November 14, 2022, authorized 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.; 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 \$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 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: January 3, 2023**

\_\_\_\_\_  
**Joyce Lanier, Municipal Clerk**

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

**AGREEMENT TO PROVIDE LEGAL SERVICES IN THE MATTER OF KERI PAYNE, V. CITY OF ORANGE TOWNSHIP, ET AL” DOCKET NO. ESX-L-6850-22**

**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 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 the City and David C. Stanziale, 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. David C. Stanziale, LLC is hereby retained as special counsel for City of Orange Township for the following matters: Keri Payne v. City of Orange Township, Orange Police Department, Chief Vincent Vitiello, Captain Christopher Dunn, Director Todd Warren, Sgt. Rene Wilson, B.A. Christopher Hartwick, Head Doe, John Does (1-10), Harry Roes (1-10). 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. 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 agrees to provide services to the City as an independent contractor. No services will be rendered to the City by Counsel unless authorized by the Insurance Fund Commission.
5. 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.
6. 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.
7. 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) month from the date of this Agreement and David C. Stanziale, 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.
8. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
9. 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.
10. 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.

11. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
12. 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 Lanier, Municipal Clerk

**DAVID C. STANZIALE, LLC**

By: \_\_\_\_\_  
David C. Stanziale, Esq.

**ATTEST:**

\_\_\_\_\_  
**Approved as to form and sufficiency:**

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

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE November 14, 2022NUMBER 450-2022

**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 A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023**

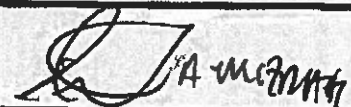
**WHEREAS**, on September 22, 2022, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsels to provide legal representation to the City, its officers and employees, in connection with lawsuits filed under the New Jersey Tort Claims Act, the Conscientious 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**, seventeen (17) 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 Antoine Law Firm, LLC  
52 Underwood Street, Apt. 1L  
Newark, New Jersey 07106
4. Florio, Kenny & Raval, LLP  
125 Chubb Avenue  
Lyndhurst, New Jersey 07071
5. Michael A. Armstrong & Associates, LLC  
79 Mainbridge Lane  
Willingboro, New Jersey 08046
6. Steven S. Glickman, LLC  
150 Morris Avenue, Ste. 303  
Springfield, New Jersey 07081
7. Bell, Shivas & Bell, P.C.  
150 Mineral Springs Drive  
P.O. Box 220  
Rockaway, New Jersey 07866



8. Chasan 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

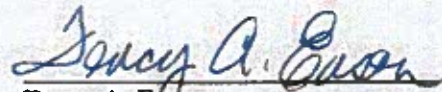
**WHEREAS**, the City Attorney has determined that the above referenced law firms are qualified to provide the legal services as set forth above.

**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: **November 14, 2022**



Joyce L. Lanier  
City Clerk



Tency A. Eason  
Council President

**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**