

**CITY COUNCIL****The City of Orange Township, New Jersey**DATE June 7, 2023NUMBER 240-2023

**TITLE:** RESOLUTION AUTHORIZING THE SERVICES OF MARCO DI STEFANO, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATTER, "ERICA NAZARIO V. CITY OF ORANGE TOWNSHIP, ET AL" DOCKET NO. ESX-L-6112-22 IN AN AMOUNT NOT TO EXCEED \$20,000.00 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 Police Township in connection with litigation, "Erica Nazario v. City of Orange Township, et al."; and,

**WHEREAS**, Resolution No. 450-2022, adopted on November 14, 2022, authorized Marco Di Stefano, 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 \$20,000.00, with Marco Di Stefano, LLC, 2050 Emerson Avenue, Union, New Jersey 07083.
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:** June 7, 2023

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

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

 A. McElath

## AGREEMENT

**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 Marco Di Stefano, LLC, 2050 Emerson Avenue, Union, New Jersey 07083 (hereinafter referred to as “Counsel”);

### WITNESSETH

**WHEREAS**, the City of Orange Township agrees to retain special counsel on behalf of the City and Marco Di Stefano, 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. Marco Di Stefano. LLC is hereby retained as Special Counsel for City of Orange Township for the following matters: Erica Nazario v. City of Orange Township, Orange Police Department, Louis Copeland, Lieutenant Olivera, April Cruz, Christopher Hartwyk, Union Rep Does, et al. 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 Twenty Thousand (\$20,000.00) 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 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.
5. 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.
6. 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 Marco Di Stefano, 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.
7. Counsel shall serve under the supervision and discretion and at the pleasure of the City Attorney.
8. 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.
9. 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.
10. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.
11. 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**

**MARCO DI STEFANO, LLC**

By: \_\_\_\_\_  
**Marco Di Stefano, Esq.**

**ATTEST:**

\_\_\_\_\_

**Approved as to form and sufficiency:**

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

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
*Law Office of Marco V. Stefano, Esq., LLC*

Business name, if different from above  
~~Marco V. Stefano, Esq., LLC~~

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
*2150 Emerson Avenue*

City, state, and ZIP code  
*Union, NJ 07083*

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
 See Specific Instructions on page 2

**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 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 2.

Social security number

or

Employer identification number  
*8718000590*

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

**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).

**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 4.

Sign Here Signature of U.S. person ▶ *Marco V. Stefano* Date ▶ *12/27/22*

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**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**

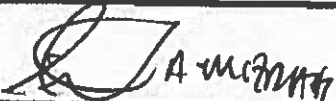
**WHEREAS**, on September 22, 2022, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsels to provide legal representation to the City, its officers and employees, in connection with lawsuits filed under the New Jersey Tort Claims Act, the Conscientious 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.

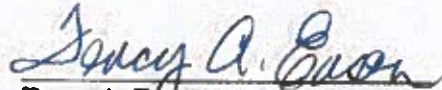


**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Orange Township, that the Mayor is hereby authorized to enter into Agreements with said law firms as required.

Adopted: **November 14, 2022**



Joyce L. Danier  
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**



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** LAW OFFICE OF MARCO DI STEFANO, ESQ. L.L.C.

**Trade Name:**

**Address:** 2050 EMERSON AVENUE  
UNION, NJ 07083

**Certificate Number:** 2655602

**Effective Date:** November 18, 2021

**Date of Issuance:** June 22, 2022

**For Office Use Only:**

20220622114209206

**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

Law Office of Marco D. Stefano, Esq., 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. Clifford R. Ross

Hon. Quantavia L. Hilbert

Hon. Jamie Summers-Johnson

Hon. Weldon M. Montague

**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

Marco D. Stefano, Esq.      2050 Emerson Avenue  
 Union, NJ 07083

**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: Law Office of Marco D. Stefano, Esq., LLC

Signed \_\_\_\_\_ Title: President/owner  
Print Name: Marco D. Stefano Date: 9-23-2022

Subscribed and sworn before me the \_\_\_\_\_ day \_\_\_\_\_ (Affiant)  
\_\_\_\_\_, 20\_\_\_\_.  
My Commission expires: \_\_\_\_\_ (Print name & title of affiant) (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE §4-70.20**

Law Office of Marco D. Stefano, Esq. the Business Entity, as that term is defined in City of Orange Township Revised Ordinance 4-70.20 (a copy of which is attached), nor any Subcontractor, as that term is defined therein, has not made prohibited contribution in violation thereof in the twelve (12) month period prior to the award of this contract (or the renewal, extension, or material modification of the contract).

**Name of Business Entity:**

Signed Marco D. Stefano, Esq. Title: President/owner  
Print Name: Marco D. Stefano, Esq. Date: 9-23-2022

Subscribed and sworn before me  
This 23<sup>rd</sup> day of September, 2022.  
My Commission expires: Dec 14, 2024

YOLANI CARDONA  
Notary Public, State of New Jersey  
My Commission Expires Dec 14, 2026  
[Signature]