

CITY COUNCIL

The City of Orange Township, New Jersey

DATE August 2, 2023

AMENDED

NUMBER 292-2023

TITLE: RESOLUTION AUTHORIZING THE SERVICES OF MARCO DI STEFANO, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATER, “JAMES HODGES V. CITY OF EAST ORANGE, ET AL” DOCKET NO. ESX-L-9028-21 IN AN AMOUNT NOT TO EXCEED \$10,000.00 FOR CALENDAR YEAR 2023

WHEREAS, there exists a need for the City of Orange Township to retain legal representation on behalf of the City of Orange Township in connection with litigation, “James Hodges v. City of East Orange, East Orange Water Commission, City of Orange, Suez North America, Suez Water New Jersey Inc. and John Does 1-10 and ABC Corp. 1-10. 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 \$10,000.00, 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: August 2, 2023

Joyce Lanier, Municipal Clerk

Tency A. Eason, Council President



CITY ATTORNEY

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: James Hodges v. City of East Orange, Orange Water Commission, City of Orange, Suez North America, Suez Water New Jersey Inc., John Does 1-10 and ABC Corp. 1-10 (a series of fictitious names describing other owners/operators, lessors/lessees, persons/entities, natural or for maintenance, inspection and repair of the sidewalk located at the corner of William Street and Glenwood Avenue, in the City of East Orange an/or who created or caused to be created certain dangerous and hazardous conditions that led to plaintiff's injuries). 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 Ten Thousand (\$10,000.00) 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 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.
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 Lanier, Municipal Clerk

MARCO DI STEFANO, LLC

By: _____
Marco Di Stefano, Esq.

ATTEST:

Approved as to form and sufficiency:

Gracia Robert Montilus
City Attorney



**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 Marc 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. Jamle 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

Marc D. Stefano, Esq. 2050 Emerson Avenue
Linton, NJ 07033

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: Law Office of Marc D. Stefano, Esq., LLC

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

Subscribed and sworn before me
This 23rd 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]

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

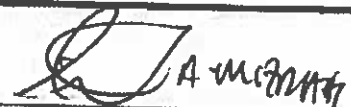
WHEREAS, on September 22, 2022, the City of Orange Township published Requests for Qualifications to establish a pool of qualified counsels to provide legal representation to the City, its officers and employees, in connection with lawsuits filed under the New Jersey Tort Claims Act, the Conscientious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



Michael A. Armstrong

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

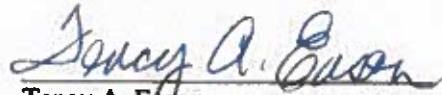
WHEREAS, the City Attorney has determined that the above referenced law firms are qualified to provide the legal services as set forth above.

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