

**CITY COUNCIL**

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

**DATE** March 5, 2024

**NUMBER** 150-2024

**TITLE:** **RESOLUTION AUTHORIZING THE SERVICES OF MARCO DI STEFANO, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATTER, "492 CONOVER TERRACE, LLC. V. CITY OF ORANGE PLANNING BOARD, CITY OF ORANGE TOWNSHIP, CITY OF ORANGE TOWNSHIP CITY COUNCIL, XYZ GOVERNMENT AGENCIES (1-10), JOHN DOES (1-10)" DOCKET NO. ESX-L-006900-23 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2024**

**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, "492 Conover Terrace, LLC v. City of Orange Township Planning Board, City of Orange Township, City of Orange Township City Council, XYZ Government Agencies (1-10), John Does (1-10);" and,

**WHEREAS**, Resolution No. 510-2023, adopted on December 19, 2023, 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**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds will be available for this purpose in Account No. 4-01-20-155-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Marco Di Stefano, LLC.

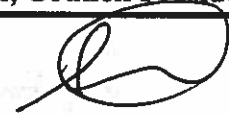
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange Township, New Jersey, as follows:

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:** March 5, 2024

Joyce Lanier, Municipal Clerk

Tency A. Eason, Council President

 AMIREAS

**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. 510-2023 adopted on December 19, 2023 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: 492 Conover Terrace, LLC v. City of Orange Township Planning Board, City of Orange Township, City of Orange Township City Council, XYZ Government Agencies (1-10), John Does (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 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. 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**

CITY OF ORANGE TOWNSHIP  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
NEXT BUDGET

I, Nile Clements, 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 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Law Office of Marco Di Stefano  
Address: 2050 Emerson Ave.

City: Union  
State: New Jersey  
Zip Code: 07083

Purpose: Represent the City in matter 492 Conover Terrace vs City of Orange  
Docket No. ESX-L-006900-23

Vendor ID: LAWOF085

Temporary Budget: \$ 5,000.00  
Fund: Current Fund  
Line Description LAW - Professional Services  
Account Numbers(s): CY'24 4-01-20-155-000-519

The remainder of: \$ 15,000.00  
will be provided in  
Fund: Current Fund  
Line Description LAW - Professional Services  
Account Numbers(s): CY'24 4-01-20-155-000-519

Purchase Order # : 24-00591

Amount not to exceed: \$ 20,000.00

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Division Head

Date

*Nile Clements*

2/25/2024

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Chief Financial Officer

Date

**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)

**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 3.

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

Social security number

or

Employer identification number  
*8718000590*

**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,



**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

The Law Office of Marco DiStefano, 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 DiStefano	2050 Emerson Avenue Union, NJ 07983

**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: The Law Office of Marco DiStefano, Esq., LLC

Signed: Marco DiStefano Title: Attorney Print Name: Marco DiStefano Date: 10/19/2023

Subscribed and sworn before me the 19<sup>th</sup> day of October, 2023

My Commission expires: February 19, 2025

Ashley Bailey  
(Attain)

Ashley Bailey  
(Print name & title of affiant) (Corporate Seal)

NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES FEBRUARY 19 2025  
COMMISSION #50123099