

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 2, 2024

NUMBER 214-2024

TITLE: A RESOLUTION AMENDING RESOLUTION NO. 118-2024 AUTHORIZING THE SERVICES OF MARCO DI STEFANO, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATTER, "FOREVER GREATFUL ART STUDIOS, LLC AND JAMES RAY V. CITY OF ORANGE TOWNSHIP" DOCKET NO. ESX-L-008346-23 IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2024.

WHEREAS, pursuant to Resolution #118-2024, adopted February 20, 2024, the City Council authorized the Mayor and the City Clerk to execute an agreement (hereinafter the "Agreement") with Marco Di Stefano, LLC to represent the City of Orange Township in connection with litigation, "Forever Greatful Art Studios, LLC and James Ray v. City of Orange Township:" (hereinafter the "Pending Litigation") and,

WHEREAS, Resolution #118-2024 did not contain a Certificate of Availability of Funds because the Pending Litigation had been referred to the PEJIF for coverage of counsel fees, and,

WHEREAS, coverage of the Pending Litigation was denied by the PEJIF therefore necessitating the issuance of a Certificate of Availability of Funds to encumber funds for payment of the Agreement; 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, and further, that said funds will be sufficient to contract with Marco Di Stefano, LLC pursuant to the Agreement authorized in Resolution #118-2024.

NOW, THEREFORE, IT BE FURTHER RESOLVED that the Municipal Council of the City of Orange Township be and hereby amends Resolution #118-2024 to include a Certificate of Availability of Funds, certifying that funds will be available in Account No. 4-01-20-155-000-519, in an amount not to exceed \$20,000.00, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, for the purpose of payment, pursuant to the Agreement, to the Law Offices of Marco Di Stefano, LLC for legal representation on behalf of the City in the Pending Litigation.

Adopted: April 2, 2024

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President



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 City of Orange vs. Forever Greatful Art Studios
Docket No. ESX-L-008346-23

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 # : 24-00872

Amount not to exceed: \$ 20,000.00

Division Head

Date

Nile Clements

3/27/2024

Chief Financial Officer

Date

CITY COUNCIL**The City of Orange Township, New Jersey**DATE February 20, 2024NUMBER 118-2024

AMENDED

TITLE:

RESOLUTION AUTHORIZING THE SERVICES OF MARCO DI STEFANO, LLC, TO REPRESENT CITY OF ORANGE TOWNSHIP IN THE MATER, "FOREVER GREATFUL ART STUDIOS, LLC AND JAMES RAY V. CITY OF ORANGE TOWNSHIP" DOCKET NO. ESX-L-008346-23 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, "Forever Greatful Art Studios, LLC and James Ray v. City of Orange Township;" 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, 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: February 20, 2024


Joyce Lanier, Municipal Clerk


Tency A. Eason, Council President

RESOLUTION NO. 118-2024

ON CONSENT AGENDA

REGULAR COUNCIL MEETING February 20, 2024

MOTION TO ADOPT: Montague, III

SECOND: Ross

YEAS: Coley, Hilbert, Montague, III, Ross, Summers-Johnson & Council President Eason

NAYS: None

ABSTENTIONS: None

ABSENCES: Wooten

CITY COUNCIL**The City of Orange Township, New Jersey**DATE December 19, 2023NUMBER 510-2023

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, 2024 THROUGH DECEMBER 31, 2024

WHEREAS, on October 12, 2023 and October 13, 2023, 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, eleven (11) 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. Michael A. Armstrong & Associates, LLC
79 Mainbridge Lane
Willingboro, New Jersey 08046
5. Ruderman & Roth, LLC
150 Morris Avenue, Ste. 303
Springfield, New Jersey 07081
6. Law Office of Marco De Stefano, Esq., LLC
2050 Emerson Avenue
Union, New Jersey 07083
7. PRB Attorneys at Law, LLC
One Gateway Center, Suite 2600
Newark, New Jersey 07102


A. M. Priddy

8. Renaud Colicchio, LLC
190 North Avenue E.
Cranford, New Jersey 07016
9. Simmons Law LLC
1349 Lake Street
Plainfield, New Jersey 07060
10. Tracey S. Cosby
134 Evergreen Place, Suite 301
East Orange, New Jersey 07018
11. Eric M. Bernstein & Associates, LLC
34 Mountain Blvd., Building A
P.O. Box 4922
Warren, New Jersey 07059


WHEREAS, said firms will only be selected to provide legal services on an as needed basis; and

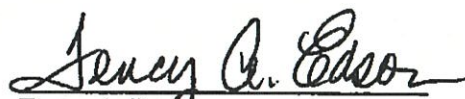
WHEREAS, all recommended firms have agreed to provide legal services at an hourly rate of \$150.00 per hour; and

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: December 19, 2023


Joyce L. Lanier
City Clerk


Tency A. Eason
Council President

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. 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: Forever Greatful Art Studios, LLC and James Ray v. City of Orange Township. 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



**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 Di 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. Cooley	
Hon. Adrienne K. Wooten	
Hon. Nancy A. Eason	
Hon. Clifford B. 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 Di Stefano	2030 Emerson Avenue Union, NJ 07083

Part 3 – Signature and Attestation:

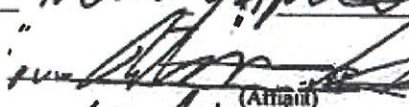
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: The Law Office of Marco Di Stefano, Esq., LLC

Signed: _____ Title: _____ Date: _____

Subscribed and sworn before me the 19th day of October, 2023

My Commission expires: February 19, 2025


 Ashley Bailey
 (Attestant)
 Ashley Bailey
 (Print name & title of attestant) (Corporate Seal)

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

**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.)
2050 Emerson Avenue

City, state, and ZIP code
Union, NJ 07083

Requester's name and address (optional)

List account number(s) here (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.

Notes: 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,