

CITY COUNCIL

The City of Orange Township, New Jersey

DATE February 7, 2023

NUMBER 75-2023

TITLE: RESOLUTION AUTHORIZING THE RETENTION OF JEANETTE CALDERON-ARNOLD, ESQ., TO SERVE AS TAX COUNSEL FOR THE CITY OF ORANGE TOWNSHIP IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR CALENDAR YEAR 2023

WHEREAS, the City of Orange Township is in need of legal counsel specializing in tax appeal cases and other related matters; and

WHEREAS, Resolution 475-2022, adopted on December 6, 2022, provided a list of qualified law firms authorized to represent the City of Orange Township, its officers and employees with regards to Tax Appeal matters; and

WHEREAS, the City of Orange desires to retain attorney Calderon-Arnold to handle various Tax Appeals matters; 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. 3-01-20-155-000-519, contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2023 Budget, there will be sufficient funds to contract with Jeanette Calderon-Arnold.

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 The Law Offices of Jeanette Calderon-Arnold, Esq.
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 7, 2023

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President


A MURPHY

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 2023 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 2023 Budget, there will be sufficient funds to contract with:

Vendor Name: Jeanette Calderon-Arnold
Address: 165 Clairmont Terr.

City: Orange
State: New Jersey
Zip Code: 07050

Purpose: Tax Appeal Counsel
Vendor ID: CALDE010

Temporary Budget: \$ 5,000.00
Fund: Current Fund
Line Description LAW - Professional Services
Account Numbers(s): CY'23 3-01-20-155-000-519

The remainder of: \$ 15,000.00
will be provided in
Fund: Current Fund
Line Description LAW - Professional Services
Account Numbers(s): CY'23 3-01-20-155-000-519

Purchase Order # : 23-00388

Amount not to exceed: \$ 20,000.00

Division Head

Date

Nile Clements

1/31/2023

Chief Financial Officer

Date

AGREEMENT

THIS AGREEMENT made the day of _____, 2023, and is effective as of January 1, 2023, by and between the City of Orange Township, herein referred to as the “City” and Jeanette Calderon-Arnold, Esq. herein referred to as “Counsel”;

WITNESS, that in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The City of Orange Township “City”, hereby retains and employs the services of Jeanette Calderon-Arnold, Esq., as “Counsel” to represent the City in connection with real estate tax appeals filed with the Essex County Board of Taxation and Tax Court by either the City of Orange Township or any of its taxpayers.
2. The services to be provided by Counsel shall include but not be limited to the preparations of all pleadings and filings and the filings of reports with the appropriate City Officials as to the status of these proceedings or litigation.
3. Counsel accepts such employment and agrees to render and perform all legal services as necessary and proper and to the extent by the City.
4. It is understood and agreed that Counsel accepts such employment as an independent contractor and that attorneys and staff shall give personal attention to the matters for which Counsel has been retained; and shall, in the performance of such services, use their best skill and ability to protect the rights of the City in said matters, in accordance with Law.
5. The City shall, upon thirty (30) days prior written notice, and based upon good cause related to the performance of Counsel, terminate this Agreement.

In the event that this Agreement is deemed to be terminated, the City shall pay Counsel or those legal services provided or being performed, as of the effective date of termination; which date shall be no less than thirty (30) days from Counsel’s receipt of said Notice, unless otherwise extended by the governing body. Counsel shall submit a voucher conforming the services rendered for which payment is sought. It is understood by and between the parties that Counsel may during the term of this Agreement, withdraw and terminate as attorney for the City from any matter(s) or proceeding(s) which form the subject matter of this contract. In such event, Counsel shall serve written notice upon the

City addressed to the City Attorney. Prior to the effective date of said withdrawal Counsel shall take all necessary steps to protect the interest of the City in any negotiations or litigation, until the City has been able to secure the file of any pending matter or other proceeding upon which Counsel has been delegated to act. Upon such withdrawal, the City shall pay Counsel for any outstanding legal services, in addition to those reasonable expenses and disbursements not having heretofore been paid, prior to the date of termination.

6. Counsel agrees to indemnify and hold the City of Orange harmless for any errors, omissions or negligence on its part. Counsel further agrees to maintain malpractice insurance in an aggregate amount of not less than \$1,000,000.00.

7. For and in consideration of the services to be rendered, the City shall pay Counsel an hourly rate of One Hundred-Fifty (\$150.00) Dollars for in court trials for Tax Court and One Hundred-Ten (\$110.00) Dollars for Tax Appeals in an amount not to exceed Twenty-Five Thousand (\$20,000.00) Dollars. Said bills shall be paid within thirty (30) days of submission to the City.

The billing for and the payment of legal services shall be exclusive of Counsel's disbursements and reasonable expenses, including but not limited to photocopying, postage, secretarial and clerical/paralegal assistant and messenger services, which Counsel may deem expedient and necessary in order to fulfill its legal services on behalf of the City. The City shall reimburse Counsel for the expenses associated and related to the filing of pleadings or recordings of documents, and the above related services in accordance with the terms of this Agreement.

8. In accordance with N.J.S.A. 40A:11-15, this Agreement is effective as of adoption By Resolution of the governing body and will terminate, unless otherwise provided hereinabove, or until such time as the governing body appoints or delegates these legal services to other Counsel; twelve months January 1, 2023 to December 31, 2023.

CITY OF ORANGE TOWNSHIP

By: _____
Dwayne D. Warren
Mayor

ATTEST:

Joyce L. Lanier
City Clerk

Jeanette Calderon-Arnold, Esq.

WITNESS: ○

Approved as to form and sufficiency:

City Attorney



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CALDERON-ARNOLD.JEANETTE ESQ

Trade Name:

Address: 165 CLAIRMONT TERRACE
ORANGE, NJ 07050-3106

Certificate Number: 1403270

Effective Date: April 15, 2008

Date of Issuance: December 02, 2019

For Office Use Only:

20191202213037867

(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. Terry A. Eason	
Hon. Clifford R. Ross	
Hon. Quantevia L. Hilbert	
Hon. Jamie Summers-Johnson	
Hon. Weldon H. 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
Jeanette Calderon-Arnold	165 Clairmont Terrace, Orange, NJ 07050

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 Offices of Jeanette Calderon-Arnold.

Signed: Jeanette Calderon-Arnold, Esq. Title: Esq. Print Name: Jeanette Calderon-Arnold

Subscribed and sworn before me the 5th day of November, 2022.

My Commission expires: 2026

[Signature]
 Kyle M. Chapman
 NOTARY PUBLIC (Affiant)
 State of New Jersey
 ID # 50580881



My Commission Expires: 11/20/2026

Beatrice Hackett

From: arnoldlawfirm@aol.com
Sent: Thursday, February 2, 2023 11:12 AM
To: Beatrice Hackett
Subject: Re: w9 - I cannot sign it electronically

Form W-9 Request for Taxpayer Identification Number and Certification. Includes fields for Name (Jeanette Calderon - Arnold), Business name (Law Offices of Jeanette Calderon - Arnold), and Address (165 Clairmont Terrace, Orange, New Jersey 07050).

Part I Taxpayer Identification Number (TIN). Includes Social Security number (147-70-4539) and Employer Identification number fields.

Part II Certification. Includes text: 'Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number...'

Sign Here. Includes fields for Signature of U.S. person and Date.

General Instructions. Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form. An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY COUNCIL**The City of Orange Township, New Jersey**DATE December 6, 2022NUMBER 475-2022**TITLE:**

A RESOLUTION AUTHORIZING A LIST OF LAW FIRMS TO REPRESENT THE CITY OF ORANGE TOWNSHIP IN REGARDS TO TAX APPEAL 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 Request for Qualifications seeking legal advice and counsels with reference to tax appeal matters before the Essex County Board of Taxation and the State Tax Court arising from assessments of the City of Orange Township; (the "City") and,

WHEREAS, nine (9) law firms submitted resumes in response to the Request for Qualifications; and

WHEREAS, the Qualified Purchasing Agent evaluated the background and experience of each law firm submitting responses to the City's Request for Qualifications; and

WHEREAS, the City Attorney approves the law firms:

1. Chasan, Lamparello, Mallon & Cappuzzo
300 Lighting Way, Suite 200
Secaucus, New Jersey 07094
2. The Law Offices of Jeanette Calderon-Arnold
165 Clairmont Terrace
Orange, New Jersey 07050
3. Florio, Kenny & Raval, LLP
125 Chubb Avenue, Suite 310N
Lyndhurst, New Jersey 07071
4. Marmero Law, LLC
44 Euclid Street
Woodbury, New Jersey 08096
5. Friend & Wenzel, LLC
1000 Clifton Avenue
Clifton, New Jersey 07013
6. Antonelli Kantor, P.C.
354 Eisenhower Parkway, Suite 1000
Livingston, New Jersey 07039


A. M. 2022

7. **Blau & Blau, LLC**
223 Mountain Avenue
Springfield, New Jersey 07081

8. **Renaud DeAppolonio, LLC**
190 North Avenue E.
Cranford, New Jersey 07016

9. **Bell, Shivas & Bell, P.C.**
150 Mineral Springs Drive
P.O. Box 220
Rockaway, New Jersey 07866

WHEREAS, all approved 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 recommended 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 firms as required.

Adopted: December 6, 2022

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President