



***BOROUGH OF CALDWELL  
NEW JERSEY***



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**COUNCIL BUSINESS  
MEETING May 20, 2014**

Caldwell Borough Hall  
1 Provost Square Caldwell,  
New Jersey 07006 7:00pm



Council Chambers  
1 Provost Square Caldwell, NJ

# Borough of Caldwell Council Business Meeting

## AGENDA

Phone: (973) 226-6100  
Website: [www.caldwell-nj.com](http://www.caldwell-nj.com)

May 20, 2014 / 7:00PM

MAYOR  
Ann Dassing

BOROUGH COUNCIL  
Richard Hauser - President  
Thomas O'Donnell  
John Kelley  
Frank Rodgers  
Edward Durkin  
Pasquale Capozzoli

**CALL TO ORDER** *Honorable Ann Dassing, Mayor of the Borough of Caldwell Presiding*

Roll Call  
Statement of Compliance w/ Open Public Meetings Act  
Pledge of Allegiance to the Flag

**APPROVAL OF MINUTES**

May 6, 2014

**INTRODUCTION OF ORDINANCE**

- ORDINANCE# 1293-14:** AN ORDINANCE AMENDING CHAPTER 164 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION TITLED "PEACE AND GOOD ORDER"
- ORDINANCE# 1294-14:** CALENDAR YEAR 2014 MODEL ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

**OPEN PUBLIC COMMENTS ON RESOLUTIONS**

*Members of the public are invited to comment at this time on any resolution.*

**RESOLUTIONS - CONSENT AGENDA**

*All items listed on the Consent Agenda are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.*

5-119	AUTHORIZING THE APPOINTMENT OF RALPH FERRARO AS A SUBSTITUTE CROSSING GUARD IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$16.00 PER HOUR
5-120	AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00015 BLOCK 49, LOT 8
5-121	AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 11-00007 BLOCK 17, LOT 9
5-122	AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH MAY 20, 2014 FOR 2013/2014 BILLS IN THE TOTAL AMOUNT OF \$4,771,945.24
5-123	RESOLUTION APPROVING A CONTRACT BETWEEN THE BOROUGH OF CALDWELL AND THE TOWNSHIP OF VERONA – SUMMER SWIM TEAM 2014
5-124	AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR DESIGN, BIDDING, AND CONSTRUCTION RELATED SERVICES FOR THE ERWIN PLACE WATER MAIN REPLACEMENT PROJECT



Council Chambers  
1 Provost Square Caldwell, NJ

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5-125	RESOLUTION TO CANCEL GENERAL CAPITAL BALANCES
5-126	RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF CALDWELL, ESSEX COUNTY, NEW JERSEY TO APPROVE AN EMERGENCY WATER SERVICE REPAIR FOR AN AMOUNT OF \$5,693.00
5-127	RESOLUTION JOINING WITH THE NJ LEAGUE OF MUNICIPALITIES IN CALLING ON ELECTED OFFICIALS SERVING NEW JERSEY AT ALL LEVELS OF GOVERNMENT TO WORK IN CONCERT TO PROMOTE THE PRESERVATION, GROWTH AND DEVELOPMENT OF OUR NEW JERSEY MILITARY FACILITIES
5-128	RESOLUTION AUTHORIZING AN AGREEMENT WITH THE LAND CONSERVANCY OF NEW JERSEY TO DEVELOP AN ENVIRONMENTAL RESOURCE INVENTORY FOR THE BOROUGH OF CALDWELL FOR AN AMOUNT OF \$10,000 TO BE FUNDED WITH THE BOROUGH'S OPEN SPACE TRUST FUND

### INTRODUCTION OF THE 2014 MUNICIPAL BUDGET

Introduction of the 2014 Municipal Budget – Borough of Caldwell

### COUNCIL COMMITTEE REPORTS

*Borough Council Members*

*Members of the Borough Council may choose to report on their respective committees.*

### REPORT OF MAYOR

*Mayor Dassing*

### REPORT OF BOROUGH ADMINISTRATOR

*Paul M. Carelli*

### REPORT OF ATTORNEY

*Gregory Mascera*

### OLD BUSINESS

- COUNTY OF ESSEX - Order to Implement a Municipal Wide Revaluation

### REPORT OF ESSEX COUNTY LIASSON

*James Jude Jorgensen, QPA*



Council Chambers  
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# Borough of Caldwell Council Business Meeting

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May 20, 2014 / 7:00PM

MAYOR  
Ann Dassing

BOROUGH COUNCIL  
Richard Hauser - President  
Thomas O'Donnell  
John Kelley  
Frank Rodgers  
Edward Durkin  
Pasquale Capozzoli

### OPEN PUBLIC MEETING

*Members of the public are invited to comment at this time on any issues, whether or not on the agenda*

### EXECUTIVE SESSION

*Closed Session*

*BE IT HEREBY RESOLVED in accordance with the provisions of N.J.S.A. 10:12 and 13, the public shall be excluded from the Executive Session of the Governing Body which is being held for the discussion of the following subject matters: 1. Pending or anticipated litigation or contract negotiation; 2. Personnel matters; 3. This Executive Session shall continue for an indefinite period of time and upon termination of the Executive Session, the Governing Body may choose to resume the public portion of the meeting. The discussion, which shall be conducted in closed session, shall be disclosed upon termination of litigation or contractual matter, upon resolution of the personnel matter with consent of said person or persons and as provided by N.J.S.A. 4-12 but in no case later than two (2) years from this date. These minutes shall be available as soon as the matter is resolved or not later than two years hence.*

### ADJOURNMENT

Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda. This agenda was prepared as of 5/16/2014 with all available information as of this date. This agenda has been sent to four official newspapers of the Borough on 5/16/2014 in compliance with P. L. 1975, c 213

Lisa O'Neill, Deputy Clerk.

**BOROUGH OF CALDWELL  
COUNCIL BUSINESS/CONFERENCE MEETING  
MINUTES – May 6, 2014**

The council Business meeting of the Borough Council of the Borough of Caldwell was called to order in the Council Chambers at 7:00PM

**PRESENT:** Mayor Dassing, Council President Hauser, Councilman O'Donnell, Kelley, Rodgers and Capozzoli

**ALSO PRESENT:** Deputy Clerk, Lisa O'Neill, Borough Administrator, Paul Carelli and Borough Attorney, Greg Mascera

**ABSENT AT ROLL CALL:** Councilman Durkin

Adequate notice of this Council Business/Conference meeting was given on January 1, 2014. Notice was posted on the bulletin board on the first floor of the Borough Hall, One Provost Square, Caldwell, New Jersey. Official newspapers of the Borough were notified of this meeting by mail. Notice was posted and all persons requesting notice were sent same.

**APPROVAL OF MINUTES:**

April 15, 2014

Moved by Councilman O'Donnell, seconded by Councilman Capozzoli. No Discussion. On roll call, all present voted in the affirmative. Minutes approved 05/06/14.

**PRESENTATION:**

1. Proclamation David Maas / Bow Tie Cinema
2. Environmental Commission - Awards

**INTRODUCTION OF ORDINANCE:**

**ORDINANCE# 1291-14:** AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL MAKING THE PROVISIONS OF SUBTITLE ONE OF TITLE 39 OF THE NEW JERSEY STATUTES APPLICABLE TO CERTAIN ROADWAYS, DRIVEWAYS AND PUBLIC AREAS WITHIN THE BOROUGH

Moved by Councilman O'Donnell, seconded by Councilman Capozzoli. Discussions Ensued. On roll call, all present voted in the affirmative. Ordinance Introduced 05/06/14.

**ORDINANCE #1292-14** AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION GOVERNING VEHICLES AND TRAFFIC

Moved by Councilman Hauser, seconded by Councilman O'Donnell. No Discussions. On roll call, all present voted in the affirmative. Ordinance Introduced 05/06/14.

**PUBLIC HEARING AND ADOPTION OF ORDINANCES:**

**ORDINANCE# 1289-14:** AN ORDINANCE AMENDING THE CODE OF THE BOROUGH OF CALDWELL BY ADDING A CHAPTER TITLED "DUMPSTERS"

Moved by Councilman Hauser, seconded by Councilman Capozzoli. No Discussion. On roll call, all present voted in the affirmative. Ordinance Adopted 05/06/14.

**Shepard Wescott, Brookside Avenue**, he had a question on the time period of this ordinance.  
**Stanely Zarkowsky, Elm Road**, he has concerns about shoveling and County plows.

**ORDINANCE #1290-14:** AN ORDINANCE AMENDING CHAPTER 207 OF THE BOROUGH OF CALDWELL, BEING THE SECTION REGULATING STREETS AND SIDEWALKS

Moved by Councilman Hauser, seconded by Councilman Capozzoli. Discussions Ensued. On roll call, all present voted in the affirmative. Ordinance Adopted 05/06/14.

**BOROUGH OF CALDWELL  
COUNCIL BUSINESS/CONFERENCE MEETING  
MINUTES – May 6, 2014**

2 of 4

**OPEN PUBLIC COMMENTS ON RESOLUTIONS:**

Moved by Councilman O'Donnell, seconded by Councilman Capozzoli to open to the Public for Consent Agenda

**RESOLUTIONS – CONSENT AGENDA**

- 5-109:** RESOLUTION APPOINTING LISA O'NEILL AND FRED ARNOLD AS ALTERNATE FUND COMMISSIONERS FOR THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND
- 5-110:** AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00020 BLOCK 66, LOT 1.12
- 5-111:** AUTHORIZING THE ISSUANCE OF A RAFFLE LICENSE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE – Caldwell Merchants Association/ Off Premise – 50/50 Raffle, May 31, 2014 – 10:00AM – 5PM, Rain Date June 1, 2014 – 12:00PM – 5:00PM
- 5-112:** AUTHORIZING THE ISSUANCE OF A PERMIT FOR PEDDLER LICENSE OR IN ACCORDANCE WITH APPLICATION FILED. APPLICANT AND APPLICATION HAS BEEN APPROVED BY THE POLICE DEPARTMENT AND THE BOROUGH CLERK'S OFFICE – Linda Hofmann, The Towne Scoop
- 5-113:** AUTHORIZING THE ISSUANCE OF A PERMIT FOR EXEMPT CANVASSER/SOLICIT OR IN ACCORDANCE WITH APPLICATION FILED. APPLICANT AND APPLICATION HAS BEEN APPROVED BY THE POLICE DEPARTMENT AND THE BOROUGH CLERK'S OFFICE – Frank Culotta, 38 Cleveland Avenue, East Hanover, NJ 7006 – Comcast
- 5-114: VOID**
- 5-115:** AUTHORIZING THE APPOINTMENT OF LEONARD HILL AS A SUBSTITUTE CROSSING GUARD IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$16.00 PER HOUR
- 5-116:** RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR UNIFORM FIRE SAFETY ACT PENALTY MONIES REQUIRED BY N.J.S.A 52:27D-192 ET SEQ.
- 5-117:** RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF CALDWELL, ESSEX COUNTY, NEW JERSEY TO APPROVE AN EMERGENCY PURCHASE FOR AN AMOUNT NOT TO EXCEED \$16,500
- 5-118:** RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION FOR A VOIP TELEPHONE SYSTEM FOR THE BOROUGH OF CALDWELL FOR AN AMOUNT OF \$22,959.77

**CONSENT**

Moved by Councilman O'Donnell, seconded by Councilman Capozzoli. Discussions Ensued. On roll call, all present voted in the affirmative. Resolutions approved 05/06/14.

**COUNCIL COMMITTEE REPORTS:**

**Councilman Durkin** reported that there was a productive DPW meeting. The process we have started is a very thorough process and the biggest thing now is the planning. Capital equipment is in the Budget this year. He thanked the Fire Department for inviting him to their dinner. He also thanked John Goridano of 40 Roseland Avenue; he sold a lot of tickets in support of the Fire Department and Governor Codey for his generous support for our Fire Department.

**Councilman Hauser** thanked Ann Marchioni for all her hard work and the presentations that were given out this evening. He was impressed whether it was K-2 or the adult presentation there was a lot of thought put into many of the submissions. There was a shared service meeting with the Board of Education and West Caldwell and there is no interest on the Board of Education's side for combining DPW there was in some of the other areas and we are talking about having a follow up meeting at the end of May.

**Councilman Rodgers** thanked Chief Garamella and the Fire Department for a wonderful evening. He also thanked Ann Marchioni because his wife went on Saturday she got mulch, she got a recycling bin and she got an oak tree. The National Library Association award committee has selected Bob and Janet Markman to receive the 2014 NJLA Library service award for individuals. The ceremony is going to be at Revel in Atlantic City, our librarian, Bark Hauck-Mah, will be there presenting the award to the Markman's.

**BOROUGH OF CALDWELL  
COUNCIL BUSINESS/CONFERENCE MEETING  
MINUTES – May 6, 2014**

**3 of 4**

**Councilman Kelley** reported that the Board of Health has a meeting on the 13<sup>th</sup> and the Rent Board on the 21<sup>st</sup> he will have reports on those at the next meetings. We will be scheduling a personnel meeting and the primary discussion will be department heads, annual performance reviews and merit raises. He apologized to the Volunteer Fire Department for not attending the dinner and he heard it was a great event John Giordano and Governor Codey were being honored. He would like to extend an apology on behalf of Caldwell to Governor Codey on Friday night at the dinner one of the Councilman up here treated Governor Codey with rudeness and disrespect. When Governor Codey extended his hand the Councilman refused to shake his hand and told him he wouldn't shake his hand and it was because Governor Codey supported the candidates that ran against him in the last election. My comments are not to embarrass or humiliate the Councilman instead are strictly an apology to Governor Codey. You are a friend of Caldwell as a former Governor to the State of New Jersey and a current State Senator you have worked hard to make our community a safe and strong one. You have personally done things to help Caldwell and will always remember your efforts in assisting and communicating with PSE&G. Again my apologies for the treatment you received by a Councilman. I hope every resident that sees Governor Codey stops and shakes his hand. Governor Codey is a friend of Caldwell.

**Mayor Dassing** reported on the Brook Study Committee which met last week and with our town engineer, Glenn Beckmeyer we talked about the positioning of some of the trees and we will need to get an arborist out there to look at the trees that are lining the brook because some are in danger of falling. We have a survey now of Dr. Gouterman's property and we can kind of see whose property they are on and where we need to go if they are in danger of falling. Part two of the meeting they talked about any kind of an engineering study that might be obtained to further help us to decide what we should be doing there from an engineer's stand point to stop the erosion which the Pine Brook is probably twice as wide as it was in 1985. Mr. Flint has been diligent in coming to these meetings and helping us out. He has identified twenty-five different grant sources that we will be looking into and we have a letter of introduction that explains the problem and we will be sending that out to private, state and federal. They submitted a grant to the NJDEP which was a federally funded grant administered by NJDEP but the grant specially wanted a natural solution to the problem. The Mayor thanked Mr. Flint for his continued support. The Mayor thanked the Fire Department for a wonderful evening. It's amazing to see what they have accomplished in just this year. Gary and his team put together the FAITH list which is houses that have mentally or physically disabled people we are now identifying where they are and what room there in and what limitations they have god forbid a fire should happen. They also started the Fire Prevention Seminars in the lobbies of all the high risers. Mark Guiliano is our new Fire Inspector and we have an in house, in town fire prevention bureau and she thanked the department for making Caldwell safer.

**REPORT OF ADMINISTRATOR:**

**Paul Carelli** reported that the ADA walkway is completed and was funded with a \$96,000.00 CDBG Grant.

We received the \$150,000 Local Aid Grant which is the grant that we teamed up with West Caldwell to renovate the EVS field.

The ADA Crosswalks are just about done in the front of Borough Hall.

We have a \$56,000 grant to replace the chairlift. CDBG has given us authorization to renovate what we have is sufficient. He will be re-advertising that.

If there any issues or comments for the Capital Project list please get that to me before next meeting it needs to go to Bond Counsel.

**REPORT OF ATTORNEY:**

**Greg Mascera** reported that the Personette property closing is on the horizon. We have complied with the Green Acres request. We are waiting for the funding information which he is expected within the next two weeks. I was asked to consider writing an ordinance for road openings and he has looked at the ordinance that now exists and on newly paved roads within three years there is not any opening of the pavement. He would need guidance from Council and Mayor what further restriction that you would like from him to replace. The ordinance what is written talks about old asphalt but never really defines old asphalt and never says what new asphalt is. There are penalties involved and fees. Paul Carelli responded that the Borough Engineer has a lot of information on this and he will reach out to him. Discussions Ensued.

**REPORT OF ESSEX COUNTY LIASSON:**

**James Jorgensen** he congratulated the Mayor and Council for moving forward with VOIP phone system. When he became the purchasing agent one of his objectives was to convert the hall of records complex to finalize the VOIP. He can tell you that they have significant savings of approximately \$15,000 to \$20,000 a month. He also extended his congratulations to the movie theater for this wonderful centennial.

**BOROUGH OF CALDWELL  
COUNCIL BUSINESS/CONFERENCE MEETING  
MINUTES – May 6, 2014**

**4 of 4**

There was a ribbon cutting yesterday for the path that is on the Orange reservoir which allows you to go from the Turtle back zoo pass, McCloones, pass the new paddle boat area all around the reservoir.

**NEW BUSINESS:**

**Land Conservancy New Contract**

Mayor Dassing spoke about the contract that was distributed to the Council for the Environmental resource inventory. Councilman Hauser responded that in the Environmental Commission a point was raised that meeting this is required as part of the Master Plan.

**Ann Marchioni, Environmental Commission** spoke about the Land Conservancy was the consulting group that they used for open space plan and they are familiar with that part of our existing documents and they have a handle of what Caldwell is already like.

After discussion a resolution will be on the next meeting.

**OPEN PUBLIC MEETING:**

Moved by Councilman O'Donnell, seconded by Councilman Capozzoli to open meeting to the Public.

**Ms. Kathy Stieve, 35 Brookside Avenue**, had a concern about the tree in front of her house and the progress on the island. Mr. Carelli responded that he will take a look at the tree tomorrow and he is waiting for Mr. Beckmeyer to give him a proposal on the design.

**Henry McCaler, 40 Roseland Avenue**, thanked the Mayor and others for taking a proactive stand in assisting us with ball strikes and noise issues.

**Ann Marchioni, 85 Brookside Avenue**, asked if PSE&G will be repairing the road after the electrical fire they had on Brookside. Paul responded that it will be done but not by PSE&G.

Moved by Councilman Hauser, seconded by Councilman O'Donnell to go into Executive Session.

Mayor Dassing read the following statement: BE IT HEREBY RESOLVED in accordance with the provisions of N.J.S.A. 10:12 and 13, the public shall be excluded from the Executive Session of the Governing Body which is being held for the discussion of the following subject matters: 1. Pending or anticipated litigation or contract negotiation; 2. Personnel matters; 3. This Executive Session shall continue for an indefinite period of time and upon termination of the Executive Session, the Governing Body may choose to resume the public portion of the meeting. The discussion, which shall be conducted in closed session, shall be disclosed upon termination of litigation or contractual matter, upon resolution of the personnel matter with consent of said person or persons and as provided by N.J.S.A. 4-12 but in no case later than two (2) years from this date. These minutes shall be available as soon as the matter is resolved or not later than two years hence. The Executive Session will be discussion of contract in regards to Mr. Paul Carelli, Borough Administrator and for the record the Borough Administrator did received rice notice and he has elected to have the session in private.

The Executive Session was adjourned and upon a motion by Councilman Hauser, seconded by Councilman O'Donnell, the Council Business Conference Meeting was opened to the public and the press at 8:51PM

**5-119: RESOLUTION AUTHORIZING THE BOROUGH ATTORNEY TO PREPARE A CONTRACT FOR PAUL CARELLI BASED ON TERMS AND CONDITIONS AS DISCUSSED**

Moved by Councilman O'Donnell, seconded by Councilman Kelley. Discussions Ensued. On roll call, all present voted in the affirmative. Resolutions approved 05/06/14.

There being no additional business to be conducted a motion to adjourn the meeting was made by Councilman O'Donnell, seconded by Councilman Rodgers unanimously affirmed by all members present, the meeting was adjourned at 8:52P.M.

Prepared by: \_\_\_\_\_  
Lisa O'Neill, Deputy Borough Clerk

\_\_\_\_\_  
DATE



**BOROUGH OF CALDWELL  
NEW JERSEY**



**ORDINANCE# 1293-14**

**AN ORDINANCE AMENDING CHAPTER 164 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION TITLED “PEACE AND GOOD ORDER”**

BE IT ORDAINED by the Council of the Borough of Caldwell as follows:

That Chapter 164 of the Code of the Borough of Caldwell, New Jersey be amended as herein set forth:

That Chapter 164 of the Code of the Borough of Caldwell, the Chapter titled “Peace and Good Order” is modified as follows:

- 1. Add, Prior to Section 164-1: “ARTICLE I”
- 2. Add, immediately following Section 164-2: “ARTICLE II”.
- 3. Replace existing Section 164-3 with the following:

Despite anything contained herein to the contrary, no artificial lights used to promote or allow any recreational activity on public property, whether such lights are used for public or private purposes, shall remain on after 10:30 p.m.

- 4. Add immediately following section 164-3 the following:

Section 164-4 – reserved

Section 164-5 – reserved

Section 164-6 – reserved

Section 164-7 - reserved

- 5. Add, immediately following section 164 – 7: “ARTICLE IIP”

- 6. Add Section 164-8 as follows:

Section 164-8. Violations and penalties.

Unless otherwise provided in Title 2C of the New Jersey Statutes, any violation of this Chapter shall be punishable by a fine not less than \$100 or greater than \$2,000, imprisonment for a term not to exceed 90 days, a period of community service not to exceed 90 days, or any combination thereof.

DATE OF FIRST READING: May 20, 2014

DATE OF SECOND READING: June 17, 2014

DATE OF PUBLICATION: May 29, 2014

DATE OF ADOPTION: June 17, 2014

Moved:

Moved:

Second:

Seconded:

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Hauser					Rodgers				
O'Donnell					Durkin				
Kelley					Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor

This ordinance, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



BOROUGH OF CALDWELL
NEW JERSEY



ORDINANCE# 1294-14

CALENDAR YEAR 2014 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to .5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Caldwell in the County of Essex finds it advisable and necessary to increase its CY 2014 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 3% increase in the budget for said year, amounting to \$213,091 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Caldwell, in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2014 budget year, the final appropriations of the Borough of Caldwell shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$248,606, and that the CY 2014 municipal budget for the Borough of Caldwell be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

DATE OF FIRST READING: May 20, 2014
DATE OF PUBLICATION: May 29, 2014
MOVED:
SECOND:

DATE OF SECOND READING: June 17, 2014
DATE OF ADOPTION: June 17, 2014
MOVED:
SECONDED:

RECORD OF COUNCIL VOTE

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Table with 10 columns for council members and 3 rows for Hauser, O'Donnell, Kelley, Rodgers, Durkin, Capozzoli.

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

This ordinance, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.

# The Misunderstood COLA Ordinance

*By David H. Evans, CPA, RMA, PSA, Partner*

Yes, I know it has been a while since you have heard from me, and no, contrary to what you've heard, I haven't died, retired, or moved into a condo in Florida. As with most of you, I get caught up in those day to day issues that must be addressed, and can't seem to find the time to put my thoughts down on paper.

The Local Finance Board recently released a notice (LFN 2012-23) indicating that the 2013 expenditure "CAP" will be 2% without the adoption of a COLA ordinance. Most of you know that we recommend that the municipality adopt a COLA ordinance every year, regardless of where your spending levels are expected to be. Many ask "Why do we need a COLA ordinance when our expenditures are increasing by less than 2%?" Good question.



Before we answer that question, some explanation is in order. The adoption of a COLA ordinance allows the town to increase its in-CAP appropriations by 3.5%, instead of the automatic 2%. More importantly, it also provides for "banking" of unused CAP for up to 2 years. This means that whatever CAP that is unused under a COLA ordinance in 2013 may be used in the 2014 and 2015 budgets. Why is this important, even if the town plans to always keep those in CAP expenditures at 2% or less?

The answer is simple. It's "protection". Protection from what you ask? This particular CAP has been around for a long time (almost as long as me), and the rules seem to change just about every year. What was allowed outside the CAP in previous years may not be this year. This "banking" gives your town maximum flexibility in preparing your annual budget.

Each municipality faces 3 challenges with regard to the preparation to the municipal budget. They are as follows:

- 1) Be in compliance with the expenditure CAP
- 2) Be in compliance with the tax levy CAP
- 3) Striking a balance between the level of services to be provided and the amount to be raised by taxation.

Items #2 and #3 are difficult enough, without being concerned about #1. Generally speaking, the adoption of a COLA ordinance makes being in compliance with the expenditure CAP the easiest of the 3 to complete.

As I am writing this, I realize that 2012 is rapidly coming to a close. Not sure where the year went, but it sure went fast. We at Nisivocchia want to wish you and your families a happy and healthy holiday season. I'm sure that you will be hearing more from me in 2013.



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-119

Date of Adoption: May 20, 2014

**TITLE:**

**AUTHORIZING THE APPOINTMENT OF RALPH FERRARO AS A SUBSTITUTE CROSSING GUARD IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$16.00 PER HOUR**

**BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the appointment of the following person as a substitute Crossing Guard effective immediately.

Ralph Ferraro  
25 Gracie Road  
East Hanover, NJ 07936

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-120

Date of Adoption: May 20, 2014

**TITLE:**

**AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00015 BLOCK 49, LOT 8**

**WHEREAS**, at the Borough of Caldwell Tax Sale held on December 27, 2013, a lien was sold on Block 49, Lot 8 also known as 69 Brookside Avenue in Caldwell, NJ for delinquent Water; and

**WHEREAS**, this lien, known as Tax Sale Certificate 13-00015, was sold to US BANK CUST-PROCAPITAL 11, LLC.; and

**WHEREAS**, the HOMEOWNERS BANK has effected redeemed the Certificate 13-00015 in the amount of \$525.89 with a premium amount of \$400.00 to also be returned to the Lien Holder; and

**NOW THEREFORE BE IT RESOLVED** that authorization is hereby given to issue a check in the amount of \$925.89 payable to US BANK CUST-PROCAPITAL 11, LLC for the redemption of Tax Sale Certificate 13-00015

Certificate 13-00015

PRINCIPAL.....	\$	473.89
RECORDING FEES.....	\$	52.00
PREMIUM.....	\$	<u>400.00</u>
 TOTAL REDEMPTION.....	\$	<b>925.89</b>

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-121

Date of Adoption: May 20, 2014

**TITLE:**

**AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 11-00007 BLOCK 17, LOT 9**

**WHEREAS**, at the Borough of Caldwell Tax Sale held on December 22, 2011, a lien was sold on Block 17, Lot 9 also known as 9 Kirkwood Place in Caldwell, NJ for delinquent Water; and

**WHEREAS**, this lien, known as Tax Sale Certificate 11-00007, was sold to RICHARD VENTOLA II at a premium of \$300.00; and

**WHEREAS**, the HOMEOWNERS BANK has effected redeemed the Certificate 11-00007 in the amount of \$853.62; and

**NOW THEREFORE BE IT RESOLVED** that authorization is hereby given to issue a check in the amount of \$1,153.62 payable to RICHARD VENTOLA II for the redemption of Tax Sale Certificate 11-00007

Certificate 11-00007

PRINCIPAL.....	\$	801.62
RECORDING FEES.....	\$	52.00
PREMIUM.....	\$	<u>300.00</u>
 TOTAL REDEMPTION.....	 \$	 <b>1,153.62</b>

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-122

Date of Adoption: May 20, 2014

**TITLE:**

**AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH MAY 20, 2014 FOR 2013/2014 BILLS IN THE TOTAL AMOUNT OF \$4,771,945.24**

**BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, New Jersey that,

**WHEREAS**, certain bills which are contained on the bills list which is annexed hereto and incorporated herein have been submitted to the Borough of Caldwell for payment, and;

**WHEREAS**, pursuant to N.J.S.A. 40A:5:16, it has been certified to the governing body that the goods or services for which said bills were submitted have been received by or rendered to the Borough of Caldwell, and;

**WHEREAS**, the Director of Finance of the Borough of Caldwell has certified to the governing body that there are funds legally appropriated and available in the current operating budget for the payment of said bills and that the said payment will not result in the disbursement of public monies or in the encumbering of same in excess of the 2013 and/or 2014 appropriation for said purpose;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Caldwell that the Chief Financial Officer and Borough Administrator be and are hereby authorized to sign checks in payment of the bills set forth in the annexed schedule.

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-123

Date of Adoption: May 20, 2014

**TITLE:**

**RESOLUTION APPROVING A CONTRACT BETWEEN THE BOROUGH OF CALDWELL  
AND THE TOWNSHIP OF VERONA – SUMMER SWIM TEAM 2014**

**WHEREAS**, the Borough of Caldwell sponsors a summer swim team known as the Caldwell Cyclones (“Cyclones”); and

**WHEREAS**, the Cyclones need a venue in which to conduct its summer practices; and

**WHEREAS**, the Township of Verona has made the Verona Community Pool available to the Cyclones to use for the Cyclones’ purposes.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants herein contained, **BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, County of Essex, as follows:

- (1). The Mayor and Borough Clerk are hereby authorized and directed to execute the attached Contract and hold Harmless Agreement with the Township of Verona, which agreement shall be maintained on file with the Borough Clerk and be available for public inspection.

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor

**CONTRACT AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014  
BETWEEN: CALDWELL CYCLONES SWIM TEAM (hereinafter referred to as  
“APPLICANT”); AND THE TOWNSHIP OF VERONA, a municipal corporation, with  
offices at 600 Bloomfield Avenue in the Township of Verona, County of Essex and State  
of New Jersey (hereinafter “Township)

**WITNESSETH:**

WHEREAS, the Township operates the Verona Community Pool (hereinafter  
referred to as the “Pool”); and

WHEREAS, the Applicant desires to enter upon and use the Pool for the purpose  
of conducting practice sessions; and

WHEREAS, the Township is desirous of granting the Applicant the right to enter  
upon and use the Pool facility on certain dates and at specific times for the conduct of  
practice sessions; and

WHEREAS, the Township may allow the Applicant to use the facility owned  
and/or maintained by the Township subject to and under the conditions listed below and  
for the purposes listed below:

1. Applicant shall have the right to enter upon and use the Pool for practice  
sessions during the term commencing Monday, June 23, 2014 and ceasing on  
Friday, August 1, 2014.
2. WHEREAS the Applicant agrees to keep and maintain a daily log of all  
personnel who appear on the grounds and/or around the Pool area under the  
terms of this Agreement.
3. The hours during which Caldwell Cyclones may use the Pool facility are as  
follows:

Monday through Friday                      6:00 a.m. – 8:00 a.m.

4. As consideration for use of the Pool on the aforesaid dates and times, the  
Applicant agrees to pay the Township the sum of \$ 5500.00. The Applicant  
agrees to make payment in full on or before June 20, 2014. In the event full  
consideration is not paid by the Applicant by June 20, 2014, the Township  
shall have the right to terminate the Agreement.
5. In the event the Applicant is desirous of using the Pool on dates and times  
other than those specifically set forth herein, then written permission must be  
first obtained from the Township which permission shall not be unreasonably  
denied.

6. The Applicant agrees to pay additional charges for such additional dates as may be imposed by the Township.
7. The Applicant agrees as follows:
  - a. None of its swimmers, coaches or spectators shall use or permit the use of the Pool's office phone except for emergencies.
  - b. No pet will be allowed in the Pool area.
  - c. By the latest time indicated for any day i.e. 8:00 a.m., all team members will be out of the water and deck area. All swim team personnel must vacate the pool area promptly at 8:00 a.m.
  - d. All refreshments, food, etc. will be available only at the snack bar and as agreed by written contract between the concessionaire and the Applicant.
  - e. Trash, ashes and cigarette butts will be placed in appropriate receptacles.
  - f. Any movement of tables, benches, umbrellas, etc. must be replaced to its original position.
  - g. The Applicant shall not use lane lines or any other Verona Swim Team equipment without prior permission of the Verona Swim Team.
  - h. The Applicant assumes all insurance liability and safety responsibilities for its members, guests, spectators and others while at the Pool.
  - i. Applicant agrees to provide and continue to provide security and safety as recommended by the Verona Township Police Department while using and enjoying the premises.

**NOW, THEREFORE** in consideration for being permitted to utilize Township facilities/properties, the parties agree as follows:

1. Applicant agrees to indemnify, release and hold harmless the TOWNSHIP OF VERONA from any claim of any kind or manner that results from injury or otherwise incurred at the Township venue. Applicant shall provide proof of insurance to the Township in an amount of at least one million (\$1,000,000.00) dollars and shall list the Township of Verona as additional insured under said policy.
2. This Agreement shall not release the Applicant from obtaining any approvals, licenses and/or permits (if any) required by the Township for the project and/or activity.

**WHO IS BOUND.** This Contract binds the Applicant and their successors. Anyone who succeeds to the Applicant or in any way directly or indirectly assumes ownership and/or direction of the Applicant's business or operations is also bound. This Hold Harmless provisions made for the benefit of the Township of Verona.

**SIGNATURES.** The Applicant agrees to the terms of this Contract and Hold Harmless Provision. If this Contract and old Harmless Agreement is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

**CALDWELL CYCLONES SWIM TEAM**

**TOWNSHIP OF VERONA**

By: \_\_\_\_\_

Applicant

Dated: \_\_\_\_\_

Witness:

\_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

JOSEPH A. MARTIN, Township Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Township Clerk



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-124

Date of Adoption: May 20, 2014

**TITLE:**

**AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR DESIGN, BIDDING, AND CONSTRUCTION RELATED SERVICES FOR THE ERWIN PLACE WATER MAIN REPLACEMENT PROJECT**

**WHEREAS,** the Borough has determined that there is a need to hire an engineering firm to provide design, bidding, and construction related services for the Erwin Place Water Main Replacement Project; and

**WHEREAS,** it is the desire of the Borough Council of the Borough of Caldwell, New Jersey to award a contract to Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405, and;

**WHEREAS,** Crew Engineers, Inc. has agreed to provide these services for a lump sum cost of \$11,900 for design services, \$2,700 for bidding services and a fee not to exceed \$20,500 for construction-related services, and;

**WHEREAS,** the governing body of the Borough of Caldwell pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Caldwell that they do hereby award a contract to Crew Engineers, Inc. subject to an agreement to be approved and executed by the Borough Administrator.

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor

May 2, 2014

**VIA FEDEX**

Mr. Paul M. Carelli, Administrator  
Borough of Caldwell  
One Provost Square  
Caldwell, NJ 07006

Re: Proposal for Professional Engineering Services  
Erwin Place Water Main Replacement  
Caldwell, NJ  
Crew Proj. No. P2263

Dear Mr. Carelli:

In response to the Borough's Request for Proposal (RFP), Crew Engineers, Inc. (Crew) is pleased to present this Proposal-Agreement to the Borough of Caldwell (Borough) for Professional Engineering Services required for the design and construction of the proposed water main improvements on Erwin Place. Based upon our discussions with Mr. William Frint, the improvements include the construction of approximately 940 feet of 8-inch water main with 27 service connections to replace the existing antiquated 4-inch main on Erwin Place between Hatfield Street and Crane Street.

**Qualifications and Relative Experience**

Crew Engineers (Crew) is an employee-owned engineering firm that was formed in 1995 to provide consulting services to municipal and private clients in water and wastewater systems, and in environmental services. The four principals of the firm worked together for many years as employees of Alfred Crew Consulting Engineers Inc. (ACCE), a well-known, New York-New Jersey metropolitan area civil engineering firm that existed from the 1950s to 1991; Crew is the successor firm to ACCE.

Crew's full- and part-time technical and support staff consists of 12 employees, of whom six are registered Professional Engineers. Complete design, GIS mapping, computer-aided design and drafting (CADD), and survey capabilities are provided. The office is located at 1250 Route 23 North, Butler, New Jersey.

Crew focuses its Professional Engineering practice on the capabilities and experience that the principals have acquired over their respective careers. These capabilities are generally in the areas of:

- Water
- Construction-Related Services
- Wastewater
- Site Engineering
- Water Resources
- Environmental Services
- Permitting

Specific areas of water systems engineering expertise include Water Supply, Treatment, Storage, and Distribution.

Mr. Paul M. Carelli, Administrator  
May 2, 2014  
Page 2

### **Clientele and References**

David Hollberg, Twp. Manager  
Township of Pequannock  
530 Newark-Pompton Tpk.  
Pompton Plains, NJ 07444-1799  
(973) 835-5700

Christopher Martin, Esq., President  
Board of Public Works  
Borough of Ramsey  
Municipal Building  
33 N. Central Avenue  
Ramsey, NJ 07446  
(973) 257-3526

John Scarmozza, P.E., Chief Engineer  
Morris County MUA  
214A Center Grove Rd.  
Randolph, NJ 07869  
(973) 285-8390

Hon. Mayor Robert Collins  
Borough of Kinnelon  
Municipal Building  
130 Kinnelon Road  
Kinnelon, NJ 07405  
(973) 838-5401

Leonard R. Lepore, P.E.  
Municipal Engineer / Director of Public Works  
Township of West Orange  
25 Lakeside Avenue  
West Orange, NJ 07052  
(973) 325-4155

James R. Slate, P.E.  
Township Engineer  
Township of Morris  
50 Woodland Avenue  
P.O. Box 7603  
Convent Station, NJ 07961-7603  
(973) 326-7400

William Broughton  
Township Manager  
Township of Teaneck  
818 Teaneck Road  
Teaneck, NJ 07666  
(201) 837-1600

Susan Press, Business Administrator  
North Hunterdon-Voorhees Regional HS District  
1445 State Route 31  
Annandale, NJ 08801  
(908) 735-2846

James Lutz, P.E.  
Township Engineer  
Township of Rockaway  
Municipal Building  
65 Mt. Hope Road  
Rockaway, NJ 07866  
(973) 627-7200

Paula L. McEvoy, P.E.  
Manager of Network Systems  
United Water  
700 Kinderkamack Road  
Oradell, NJ 07649  
(201) 986-4743

Thomas Timko, P.E., CME  
Township Engineer/Sewerage Authority Director  
Bernards Township  
277 S. Maple Avenue  
Basking Ridge, NJ 07920  
(908) 204-3020

Frank Moritz, Director  
Ridgewood Water  
131 North Maple Avenue  
Ridgewood, NJ 07450  
(201) 670-5500

Crew has extensive experience with design and construction of water system facilities working with various municipalities, authorities, and water utility companies. Over the recent past, the principals of Crew have completed numerous projects for these clients as related to water distribution system improvements. The following cross-section of projects illustrates Crew's capabilities with regard to water main and distribution:

- Transmission/Distribution System – Preparation of plans, specifications, and regulatory permitting.
  - *Morris County MUA*
    - Randolph Township - 8,900 LF of 24-in. transmission main.
  - *New Jersey-American Water Company*
    - Short Hills Transmission Main Improvements – 33,000 LF of 16- and 20-in. DIP.
    - Chester Borough – 20,000 LF of 8- and 12-inch DIP distribution mains, services.
  - *United Water New Jersey*
    - Upper Saddle River to Franklin Lakes Transmission Main – 30,000 LF of 20- and 24-in. DIP.
    - Lake Street (Upper Saddle River) Transmission Main – 9,000 LF of 20-in. DIP.
    - Franklin Lakes/Ridgewood Interconnection – 12,000 LF of 16- and 20-in. DIP.
    - Hillsdale, Washington, Westwood – 7,000 LF of 30-in. DIP.
  - *United Water Lambertville*
    - West Amwell Township – 25,000 LF of 8- and 12-in. distribution mains and services.
  - *West Caldwell*
    - 13,000 LF of 8- and 12-in. distribution main replacement.
  - *Township of Pequannock*
    - 13,700 LF of 8-in. water main replacement.

Specifically, Crew is very familiar with Caldwell's water system and has provided engineering services to the Borough for the following projects:

- Design and Construction Observation for 6,900 feet of 12- and 8-inch water mains on Brookside Avenue, Gould Place, Cedars Road, Knollwood Terrace, and Overlook Road.
- Design and Construction Observation for 1,500 feet of 8-inch water main for Linwood Avenue.
- Conduct hydraulic study for replacement of Lane Avenue water main.
- Design and provide Construction Observation for approximately 1,900 feet of 8-inch water main on Lane Avenue and two crossings on Bloomfield Avenue.
- Perform hydraulic study and design interconnection with Essex Fells water system on Brookside Avenue and provide construction-related services.

## **Project Team**

For the Borough of Caldwell water main project, Crew proposes to use the following personnel:

### ***Mauro M. Bacolo, P.E. - Project Manager***

Mr. Bacolo's responsibilities will be to supervise and coordinate the technical and administrative activities during all project phases, and to manage the project so as to complete the project on time, within the budget, all to the Client's satisfaction. In his capacity as Project Manager, he will be the principal contact with the Borough of Caldwell and will be the supervising professional for preparation of Contract Documents, and will be the Engineer-of-Record. Mr. Bacolo has over 30 years of design and construction-related engineering experience with respect to water supply, treatment, distribution systems, and water storage.

### ***Alec Mittiga, P.E. - Project Engineer***

Mr. Mittiga has experience in Civil Engineering in the areas of water system analysis and design, hydraulic modeling, regulatory permitting, sanitary sewer system analysis and design, drainage design, Geographic Information system (GIS), and construction management. Mr. Mittiga will be responsible for the day-to-day technical effort associated with this project. He will be responsible for the evaluation of the design concept; layout and design of the water main, and related improvements; and the preparation of Contract Drawings and Specifications. Additionally, he will interface with client and other affected agencies so as to coordinate the design of improvements to the project requirements.

Resumes for Messrs. Bacolo and Mittiga describing their education and experience can be furnished upon request.

## **Subconsultant**

Depending upon office workload, Crew may utilize the services of Jeffrey B. Doolittle, Professional Land Surveyor, Mahwah, New Jersey, to provide field surveying for preparation of the project's base mapping. Crew has worked with this firm successfully on a number of projects.

## **Scope of Work**

Crew will perform the following major activities and tasks for the design and services for bidding the proposed water main improvements:

### ***Design Services***

- Conduct a field survey to obtain the location of existing utilities and physical features along the pipeline route, which will be used to develop base mapping for the preparation of Contract Plans. The location of all existing utilities will be based on field markout and/or mapping provided by respective utility companies.

- Prepare Contract Drawings for the proposed main. The Contract Drawings will be prepared at a scale of 1" ' 30', and will include pipeline profile with a scale of 1" ' 30' horizontal and 1" ' 3' vertical. We anticipate a total of eight drawings will be needed to show the extent and character of the work, including pipe details, soil erosion control plan, and traffic control measures.
- Design the water main. After the base map for the water main has been prepared, a preliminary alignment for the main will be established. A set of the base map drawings will be marked up to show this alignment and presented to the Borough for acceptance. Once the preliminary alignment has been accepted, the design will be finalized. Geotechnical investigation of the subsurface soils is deemed to be unnecessary for a project of this nature, and no time has been allowed in our Proposal for such work.
- Prepare Technical Specifications. Under this task, Crew will develop Technical Specifications for the project to be included with the Borough's Front-End Bid Specifications, for obtaining contractors' proposals. The Technical Specifications will be prepared in CSI format. In addition, we will prepare the necessary contractors' Bid Form and Special Conditions to include with the Borough's Standard Front-End Bid Specifications.
- Submit an opinion of the probable cost to construct the work recommended, designed, and specified for the project. This will be furnished prior to finalizing the Bid Documents for construction bids.

Because of the size of the project, a Construction Permit from the New Jersey Department of Environmental Protection (NJDEP) and a Soil Erosion and Sediment Control Plan Certification from the Hudson-Essex-Passaic County Soil Conservation District will not be required.

### **Bidding Services**

- Provide 20 sets of Contract Plans and Specifications for use by the Borough in obtaining bids from contractors. Additional sets of Plans and Specifications can be furnished at the cost of reproduction.
- Respond to bidders' questions concerning required construction work, and prepare and submit Addenda to bidders, if required, to clarify the requirements of the Contract Documents.
- Attend bid opening, review Contractor's bids and furnish recommendation for Award of Construction Contract.

### **Construction-Related Services**

- Review Shop Drawings for specified materials and other submittals, including construction schedules, furnished by the Contractor to determine compliance with Contract requirements.
- Coordinate and attend Preconstruction Meeting and Construction Meetings.
- Review and process contractor's requests for payments and furnish recommendations to the Borough.
- Act as the Borough's professional representative, and provide assistance to the Borough during construction relative to construction activities. Provide interpretation of construction requirements as may be needed during construction.

- Provide full-time construction observation during construction of the proposed water system improvements to measure and record material quantities for payment, and verify that work is performed in accordance with the design drawings and specifications
- Maintain daily construction reports recording Contractor's activities and work performance, including field sketches for installed work. One bound copy containing these reports and sketches shall be provided to the Borough.
- Coordinate and observe field testing of water main performed by Contractor.
- Review and provide recommendations to Borough for any field modifications and issue appropriate Change Orders to Contractor when needed.
- Prepare Record Drawings for the constructed improvements and issue reproducible set to the Borough for their files.

### **Borough of Caldwell Responsibilities**

It is understood that the Borough will be responsible for the following:

- Provide field markout of existing water mains, services, and sanitary sewer lines in the immediate area of the proposed main improvements. Provide information on existing water mains and sewers, including size and depth in the vicinity of the proposed project.
- Examine all drawings, sketches, estimates, specifications, reports, and other documents presented by the Engineer, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- Arrange for publication and pay for advertisement costs incident to obtaining bids or proposals from contractors to construct the water main improvements.
- Provide Borough Standard Specification in electronic format (Word or Word Perfect) for use by Crew to incorporate advertisement, Contractors' Bid Form and Special Conditions as prepared by Crew.
- Distribute Contract Plans and Specifications to all prospective bidders.
- Review and approve Contractor's insurance and bonds.

### **Engineering Fee, Payments, and Period of Services**

The engineering fees for the Design and Bidding Services to be performed for the project, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed. Lump-sum price is developed from estimates of manhours required for selected personnel to perform the designated services and tasks.

The level of effort for engineering services during construction is related to the competence and performance of the Contractor, as well as conditions encountered during construction, which are not readily predictable. Therefore, it is proposed that the engineering services for the construction-related services be performed on an hourly basis. Crew will bill the Borough for these services based on the actual hours worked by the personnel used during the assignment at their current hourly fee rate at the

Mr. Paul M. Carelli, Administrator  
April 24, 2014  
Page 7

time the work is performed plus reimbursable expenses for travel. Engineering fees for our services performed will be billed monthly to the Borough for payment, and will be based on the progress of the work completed to date.

Any work performed beyond the Scope of Work in this Proposal, when authorized, will be billed on an hourly basis.

Based on the project approach, scope of work, and method of payment described above, the fee for engineering the Design, Bidding Services, and Construction-Related Services for water main improvements will be as follows:

<i>Task</i>	<i>Fee</i>
<b>Design Services .....</b>	\$11,900 Lump Sum
<b>Bidding Services .....</b>	2,700 Lump Sum
<b>Construction-Related Services....</b>	<u>20,500</u> Hourly
<b>Total Fee</b>	<b>\$35,100</b>

The estimated time to complete the design of the main and prepare the project Plans and Specifications is one month after authorization is received from the Borough. This is predicated upon Caldwell marking out the existing mains in advance of authorization of services and the respective utility companies providing utility information in a timely fashion.

In addition to the attached Billing Rate Schedule are our Standard Terms and Conditions and State of New Jersey Business Registration Certificate, which are considered integral parts of this Proposal.

Crew appreciates this opportunity to provide services to the Borough of Caldwell. Please advise us if you need additional information or require clarification of the Proposal.

Very truly yours,

CREW ENGINEERS, INC.



Mauro M. Bacolo, P.E.

MMB:js  
Enclosure

E:\Wpdocs\PROP-A-L\Caldwell\IP2263\IP2263.doc

Client hereby engages Crew Engineers, Inc. to perform the services described above for the compensation set forth and under Crew Engineers, Inc.'s Standard Terms and Conditions. Crew Engineers, Inc. shall be authorized to commence the services upon receipt of this letter. We agree

Mr. Paul M. Carelli, Administrator  
April 24, 2014  
Page 8

that this letter, together with the listed enclosures, constitutes the entire agreement between Borough of Caldwell and Crew Engineers, Inc. relating to the project.

**ACCEPTED**

**Borough of Caldwell  
Caldwell, New Jersey**

By: \_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

**CREW ENGINEERS, INC.  
BILLING RATE SCHEDULE**

Crew Engineers, Inc. (Crew) will be compensated for professional services in accordance with the following hourly billing rates:

General Description	Hourly Billing Rates
Principal	\$140
Senior Project Manager	\$130
Project Manager	\$120
Senior Project Engineer	\$110
Project Engineer/Project Scientist	\$100
Chief Designer/Chief Surveyor/Senior Designer	\$85
Engineer/Scientist	\$80
CADD Operator/Draftsperson/Inspector	\$80
Field Technician	\$75
Technical Support/Technical Typist	\$55

The hourly billing rates indicated above are for the calendar year and are subject to revision and adjustments as of January 1 of each calendar year.

- Crew will bill the CLIENT monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1-1/2 percent per month. The bill shall consist of a summary of direct labor hours by personnel, plus a listing of reimbursable costs incurred. Unless CLIENT provides Crew with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.
- The above rates include **all** employees' wages, payroll burdens, overhead, and profit.
- CLIENT is charged for time actually spent on the project. Timesheets are available for inspection by prior arrangement.
- Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.
- Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed.

In addition to regular hourly billing rates listed above, the CLIENT will also pay for:

- Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- Cost of a record set of reproducible originals or duplicates to be retained by Crew in cases where the CLIENT wants the originals and for the cost of postage and insurance for mailing such originals.
- Cost of any office space and accompanying services used by CLIENT'S representatives.
- All reproductions on behalf of the assignment at our standard rates or billed by outside services.
- All field office expenses.
- Cost for the use of special field equipment, safety equipment, and field sampling equipment or consumables in accordance with billing by outside services, plus 10% handling charges.
- Courier service.
- Travel and subsistence of Crew personnel incurred on behalf of the project. (Current rate for the use of vehicles is in accordance with the present IRS standard mileage rate.)
- Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Crew will obtain CLIENT'S approval before authorizing such services.
- Pay for expert witness testimony equal to 1-1/2 times their hourly billing rate.

## STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Crew can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

**2. CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Crew will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

**3. SAFETY.** Crew has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Crew specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Crew employees.

**4. DELAYS.** If events beyond the control of Client or Crew, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Crew shall be entitled to an equitable adjustment in compensation.

In the event Crew is delayed by Client and such delay exceeds 30 days, Crew shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days' written notice to the other party. Client shall pay Crew for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may provide 7 days' written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued. Failure of the defaulting party to commence cure within such time limit and diligently continue shall be cause to suspend performance under this Agreement.

**6. OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Crew is supplied for the general guidance of the Client only. Since Crew has no control over competitive bidding or market conditions, Crew cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

**7. RELATIONSHIP WITH CONTRACTORS.** Crew shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Crew specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

**8. CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Crew harmless from any claims resulting from performance of construction-related services by persons other than Crew.

**9. INSURANCE.** Crew will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Crew's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Crew as an additional insured on its policies relating to the Project. Crew's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

**10. INDEMNITIES.** To the fullest extent permitted by law, Crew shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above by Crew, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Crew, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 232  
TRENTON, N.J. 08646-0232

TAXPAYER NAME:  
CREW ENGINEERS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#  
223-402-769/000

CONTRACTOR CERTIFICATION#  
0098335

ADDRESS  
1250 ROUTE 23 N.  
BUTLER NJ 07405

ISSUANCE DATE:  
09/19/01

EFFECTIVE DATE:  
10/10/95

*Patricia A. Chacchis*

FORM-BRC(08-01)

Director, Division of Revenue  
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-125

Date of Adoption: May 20, 2014

**TITLE:**

**RESOLUTION TO CANCEL GENERAL CAPITAL BALANCES**

**WHEREAS**, certain General Capital balances remain dedicated to projects now completed; and

**WHEREAS**, it is necessary to formally cancel said balances, so that the unexpended balances may be returned to Capital improvement fund, credited to Capital Fund Balance or to a Reserve to Pay Debt Service, and unused debt authorizations may be canceled; and

**WHEREAS**, receivable balances remain on the General Capital balance sheet; and

**WHEREAS**, it is necessary to formally cancel the receivable balances from the balance sheet.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Caldwell that the following unexpended and dedicated balances be cancelled:

**IMPROVEMENT AUTHORIZATIONS**

<u>ORDINANCE</u>	<u>PURPOSE</u>	<u>FUNDED</u>	<u>UNFUNDED</u>
1092-00	VARIOUS IMPROVEMENTS	\$ 1,452.90	\$ 600.00
1100-01	LANDSCAPED ISLANDS	\$ 72.00	\$ -
1110-02	VARIOUS IMPROVEMENTS	\$ 3,298.70	\$ -
1123-03	VARIOUS IMPROVEMENTS	\$ 9,003.75	\$ -
1141-04	DPW TOOL REPLACEMENT	\$ 6,460.67	\$ -
1153-05	VARIOUS IMPROVEMENTS	\$ 133,833.34	\$ -
1161-05	VARIOUS IMPROVEMENTS	\$ 9,635.06	\$ -
1185-08	VARIOUS IMPROVEMENTS	\$ 46,463.90	\$ -
1190-08	ACQUISITION OF FIRE TRUCK	\$ 377.87	\$ -
1192-08	ACQUISITION OF PROPERTY (FALONI)	\$ 278,716.80	\$ -
1197-09	VARIOUS ROAD IMPROVEMENTS	\$ -	\$ 242,254.50
1207-10	KIWANIS OVAL IMPROVEMENTS	\$ 95,438.66	\$ 250.00
1225-10	VARIOUS IMPROVEMENTS	\$ 65,337.13	\$ 260.00
1226-10	EMERGENCY REPAIRS TO ELGIN STREET SWEEPER	\$ 5,028.31	\$ -
1227-10	VARIOUS ROAD IMPROVEMENTS	\$ 99,909.33	\$ -
1228-10	MUNICIPAL PARKING FACILITY IMPROVEMENTS	\$ 38,522.54	\$ -
1232-11	IMPROVEMENTS TO FOREST AVE	\$ 115,393.56	\$ -
1244-11	COMMUNITY CENTER EQUIPMENT AND PARKING METER REFURBISHMENT	\$ 823.00	\$ -
		<u>\$ 909,767.52</u>	<u>\$ 243,364.50</u>



**BOROUGH OF CALDWELL  
NEW JERSEY**



**AND, BE IT FURTHER RESOLVED**, by the Borough Council of the Borough of Caldwell that the following grant receivable balances be cancelled:

<u>GRANT RECEIVABLES</u>		<u>AMOUNT</u>
1098-00	2000 NJ DEPARTMENT OF COMMUNITY AFFAIRS	\$ 100,000.00
1107-01	2001 NJ DEPARTMENT OF COMMUNITY AFFAIRS	\$ 50,000.00
1207-10	TOWNSHIP OF WEST CALDWELL - SHARED SERVICES AGREEMENT	\$ 26,835.27
1227-10	COMMUNITY DEVELOPMENT BLOCK GRANT	\$ 224.06
1227-10	NJ DEPARTMENT OF TRANSPORTATION	\$ 66,827.43
		\$ 243,886.76

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-126

Date of Adoption: May 20, 2014

**TITLE:**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF CALDWELL, ESSEX COUNTY, NEW JERSEY TO APPROVE AN EMERGENCY WATER SERVICE REPAIR FOR AN AMOUNT OF \$5,693.00**

**WHEREAS**, as per NJSA 40A: 11-6 an emergency has arisen affecting the public health, safety, and welfare of the Borough of Caldwell citizens; and

**WHEREAS**, a water main located at 153 Westville Avenue was ruptured on March 27, 2014; and

**WHEREAS**, the emergency requires the immediate repair and replacement of the water service; and

**WHEREAS**, due to the nature of the emergency the Local Public Contracts Law in regards to bidding cannot be followed; and

**WHEREAS**, the Governing Body of the Borough of Caldwell approves this purchase for an amount of \$5,693.00 that was authorized with Carner Brothers on March 27, 2014; and

**WHEREAS**, the certification of available funds has been signed by the Chief Financial Officer and is on file with the Deputy Clerk; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Caldwell, in the County of Essex, State of New Jersey that

1. An emergency repair is hereby approved for the replacement of the water service to 153 Westville Avenue, Caldwell, New Jersey.

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor

## Lisa O'Neill

---

**From:** Chris Battaglia  
**Sent:** Wednesday, May 07, 2014 11:40 AM  
**To:** Bill Frint  
**Cc:** Paul Carelli; Lisa O'Neill; Mario Bifalco  
**Subject:** Re: Carner Brothers \_ Water Utility Emergency Resolution

Emergencies are fine to handle immediately- we just need to adopt a resolution anytime the cost of repair exceeds the quote threshold, as it does in this instance, to authorize it as an emergency (and bypass the requirement to get quotes for the project)

An email like the one below has sufficient information to put a resolution together. I don't think a meeting is necessary.

Lisa, can we put a resolution on the next meeting authorizing the emergency repair?

Thanks  
Chris

Chris Battaglia  
via Mobile

On May 7, 2014, at 8:58 AM, "Bill Frint" <[bfrint@caldwell-nj.com](mailto:bfrint@caldwell-nj.com)> wrote:

Chris,  
This was to replace the water service to 153 Westville Avenue which ruptured on 3/27/14. This cut off the water supply to this home requiring the immediate repair/replacement of the water service. This type of expenditure will happen on occasion, due to the nature of our business, we had spoke about this. Please set up a meeting, as soon as possible with Paul, Mario and myself so you can set parameters on how you want these situations handled.

---

**From:** Chris Battaglia  
**Sent:** Tuesday, May 06, 2014 4:20 PM  
**To:** Paul Carelli; Lisa O'Neill; Bill Frint  
**Subject:** Carner Brothers \_ Water Utility Emergency Resolution

Please add a resolution authorizing emergency work to be done for the Water Utility as Requisition R4-00282/PO 14-00823 for Carner Brothers in the amount of \$5,693 exceeds the quote threshold.

Bill, what was this repair for?

Thanks

**Chris Battaglia**  
Chief Financial Officer  
Borough of Caldwell  
1 Provost Square  
Caldwell, NJ 07006



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-127

Date of Adoption: May 20, 2014

**TITLE:**

**RESOLUTION JOINING WITH THE NEW JERSEY LEAGUE OF MUNICIPALITIES IN CALLING ON ELECTED OFFICIALS SERVING NEW JERSEY AT ALL LEVELS OF GOVERNMENT TO WORK IN CONCERT TO PROMOTE THE PRESERVATION, GROWTH AND DEVELOPMENT OF OUR NEW JERSEY MILITARY FACILITIES**

**WHEREAS**, Joint Base McGuire-Dix-Lakehurst, Picatinny Arsenal, Naval Weapons Station Earle, the 177th Air National Guard Wing in Atlantic City, the Cape May Coast Guard Training Center are major federal assets in the state of New Jersey; and

**WHEREAS**, the Rutgers Economic Advisory Service, R/ECON™ recently conducted a study which measured and modeled the economic contribution to the state's economy of our military installations; and

**WHEREAS**, the Rutgers Economic Advisory Service determined that, in net, the federal government spent nearly \$4.8 billion within the state, which generates over 45,600 jobs that pay about \$2.6 billion and add about \$3.8 billion of wealth to state residents; and

**WHEREAS**, the \$4.8 billion in annual federal spending results in \$9.6 billion in net business revenues; and

**WHEREAS**, of this total, \$6.5 billion in net wealth was added in the form of Gross Domestic Product by the State; and

**WHEREAS**, of this GDP total, over \$4.0 billion is in the form of labor income that supports an estimated 73,234 jobs, a number greater than the combined employment of the State's communications and chemical industries; and

**WHEREAS**, all New Jersey military installations make significant individual and collective contributions to the capabilities of our Armed Forces and our national security; and

**WHEREAS**, maintaining and expanding this military core is nearly as critical for its continued economic welfare as it is to the State's homeland security missions; and

**WHEREAS**, in an era of Federal fiscal austerity, policy-makers in our Nation's Capital will be asked to consider proposals to reduce defense spending and the size of our uniformed services;

**NOW, THEREFORE, BE IT RESOLVED** that the Governor and the State Senate and Assembly, should take immediate steps to protect these valuable military assets, in recognition of their vital importance to our Nation's and our State's security; and

**BE IT FURTHER RESOLVED** that the Borough of Caldwell joins with the New Jersey League of Municipalities in calling on elected officials serving New Jersey at all levels of government to work in concert to promote the preservation, growth and development of our New Jersey military facilities.

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 5-128

Date of Adoption: May 20, 2014

**TITLE:**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE LAND CONSERVANCY OF NEW JERSEY TO DEVELOP AN ENVIRONMENTAL RESOURCE INVENTORY FOR THE BOROUGH OF CALDWELL FOR AN AMOUNT OF \$10,000 TO BE FUNDED WITH THE BOROUGH'S OPEN SPACE TRUST FUND**

**WHEREAS,** with the creation of a dedicated source of tax revenue ("Open Space Trust") for the acquisition of open space, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space and farmland preservation and stewardship; and

**WHEREAS,** The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

**WHEREAS,** the Borough of Caldwell desires to develop an updated Environmental Resource Inventory ("Inventory") and

**WHEREAS,** The Land Conservancy of New Jersey is qualified to prepare an updated Environmental Resource Inventory; and

**WHEREAS,** The Land Conservancy of New Jersey will provide the Environmental Resource Inventory for a fee of \$10,000 under the terms of the attached agreement.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of the Borough of Caldwell hereby authorize as follows:

1. The Mayor and Borough Administrator are hereby authorized and directed to execute the attached Agreement with the Land Conservancy of New Jersey, which agreement shall be maintained on file with the Borough Clerk and be available for public inspection.
2. The \$10,000 cost of the Environmental Resource Inventory is be funded with the Borough of Caldwell's Open Space Trust Fund.

**RECORD OF COUNCIL VOTE**

Councilman: \_\_\_\_\_ presented the following resolution - Seconded by Councilman: \_\_\_\_\_

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

Hauser						Rodgers				
O'Donnell						Durkin				
Kelley						Capozzoli				

\_\_\_\_\_  
Lisa O'Neill, Deputy Clerk

\_\_\_\_\_  
Ann Dassing, Mayor



# THE LAND CONSERVANCY OF NEW JERSEY

*Preserve Now - Protect Forever*

---

May 13, 2014

Mayor Ann Dassing  
Borough of Caldwell Municipal Building  
1 Provost Square  
Caldwell, NJ 07006

Dear Mayor Dassing,

The Land Conservancy of New Jersey is pleased to provide you with this agreement to complete an Updated Environmental Resource Inventory for the Borough of Caldwell. Completing this project will ensure the information and mapping in the ERI Update allows the Borough receives up to 20 points through the Sustainable Jersey certification program.

This agreement reflects the Scope of Work prepared by The Land Conservancy and submitted to the Borough on March 26, 2014. We appreciate the endorsement of the Borough Council and look forward to working with you and the Borough on this project.

The Land Conservancy is ready to begin this project. We look forward to working with the Borough on this ERI Update.

Thank you.

Sincerely,

Barbara Heskins Davis, P.P., AICP  
Vice President, Programs

cc Paul M. Carelli, Borough Administrator  
Ann Marchioni, Chair, Environmental Commission



# THE LAND CONSERVANCY OF NEW JERSEY

*Preserve Now - Protect Forever*

## **SCHEDULE A: SCOPE OF WORK**

**BOROUGH OF CALDWELL**

### **ENVIRONMENTAL RESOURCE INVENTORY UPDATE**

*Submission Requirements for Sustainable Jersey for an updated Environmental Resource Inventory (ERI):*  
The ERI should be incorporated into the Master Plan and at a minimum, all ERIs submitted for Sustainable Jersey points shall include information and mapping (to the greatest extent possible) for the following: Geology; Geography/Topography; Climate; Air; Hydrology; Soils; Wetlands; Vegetation; Wildlife (including Threatened and Endangered Species habitat); Existing Land Use and Transportation maps; and address regional relationships.

*TLC-NJ Work Scope of Work to prepare an Updated Environmental Resource Inventory:*

The ERI Update will be consistent with the Sustainable Jersey guidelines and will include:

1. Executive Summary
2. Geology, Geography, Topography
3. Climate, Air
4. Hydrology
5. Soils
6. Wetlands
7. Vegetation
8. Wildlife
9. Land Use
10. Historic and Cultural Features
11. Flood Hazard Areas, Contaminated Sites
12. Preserved and Public Lands

The ERI Update will also offer recommendations for public open space improvements based on the natural resources. This will include a study of possible walking trails including the feasibility of using the former railroad right-of-way as a trail from the east end of town to Grover Cleveland Park.

The Land Conservancy will complete up to eight (8) maps to be agreed upon by the Borough and The Land Conservancy. Maps to be prepared by The Land Conservancy may include the following maps:

- Wetlands and Hydrology
- Geology including Bedrock and Surface Geology
- Soils including soil types and series
- Endangered Species Habitat

All maps, figures and tables in the document will be updated to incorporate the most current scientific data. Maps done by The Land Conservancy of New Jersey is on an ArcGIS 10.2 mapping platform so the environmental data can be layered and visualized with greater diversity and accuracy.

**Deliverables and Meetings:**

The Land Conservancy can start the ERI immediately and a draft will be ready for review within three to four months. We will finalize the ERI Update based upon comments received. If the Borough requires other information to be included, above what is within this scope of work, the costs may change. The Land Conservancy will attend up to four meetings (4) in the Borough, including the public meetings. The Land Conservancy will deliver one hard copy of the draft and final ERI. In addition, an electronic copy will be sent via a compact disk and an internet link so it may be downloaded directly to the user's computer.



**AGREEMENT**

BY AND BETWEEN

BOROUGH OF CALDWELL, County of Essex  
A Municipal Corporation of the State of  
New Jersey, with offices located at  
1 Provost Square  
Caldwell, New Jersey 07006

Hereinafter referred to as “**Borough**”

AND

THE LAND CONSERVANCY OF NEW JERSEY  
Open Space and Farmland Preservation Advisors  
with offices located at  
19 Boonton Avenue  
Boonton, New Jersey 07005

Hereinafter referred to as “**Conservancy**”

**WITNESSETH:**

**WHEREAS**, with the creation of a dedicated source of tax revenue (“Open Space Trust”) for the acquisition of open space, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space and farmland preservation and stewardship; and

**WHEREAS**, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

**WHEREAS**, the Borough of Caldwell desires to develop an updated Environmental Resource Inventory (“Inventory”) and

**WHEREAS**, The Land Conservancy of New Jersey is qualified to prepare an updated Environmental Resource Inventory;

**NOW, THEREFORE**, it is mutually agreed by and between the parties as follows:

1. **Scope of Services:** The Land Conservancy of New Jersey shall provide the Borough Council and the Environmental Commission with the following service as outlined in Schedule A.
2. **Maps:** Eight (8) maps will be developed for this project, as determined by The Land Conservancy, in consultation with the Borough, and described in Schedule A. The maps will be formatted to be 8 ½ x 11 inches in size.
3. **Meeting Attendance:** The Land Conservancy may attend up to four (4) meetings in Caldwell Borough as part of this project, as determined by The Land Conservancy, in consultation with the Borough. If the Borough requests attendance at additional municipal-based meetings, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee of \$125 per hour, plus cost of travel.
4. **Schedule:** The Land Conservancy will have a draft of the Inventory ready for review by municipal officials by December 31, 2014, provided the mapping is completed. The Land Conservancy will deliver a final version of the Environmental Resource Inventory Update to the Borough no later than May 31, 2015. In order to complete the Inventory by this date, The Land Conservancy needs to receive the informational materials and documents, as identified by The Land Conservancy from the Borough, no later than August 1, 2014. Borough representatives and municipal officials involved in the development of the Inventory will meet six (6) weeks prior to the delivery of the final version of the Inventory to determine if there are any deficiencies due to the lack of information requested by The Land Conservancy but not delivered from the Borough.
5. **Deliverables:** The Inventory will be produced using the format created by The Land Conservancy for Environmental Resource Inventory Updates. The Land Conservancy will complete one (1) Draft Inventory for Borough review, in color hard copy, unbound, and one (1) compact disc (CD) with a copy of the Draft Inventory in a .pdf format. The Borough will provide its comments to The Land Conservancy on the Draft Inventory. Once the comments are received, The Land Conservancy will finalize the Inventory. No interim draft

report will be produced, if the Borough requests an interim draft report it will be completed at an agreed upon fee between the Borough and The Land Conservancy. Upon completion of the final Inventory, The Land Conservancy will provide the Borough one (1) hard copy, in color, of the final version. The Land Conservancy will also provide one (1) compact disc (CD) that will contain the Inventory in .pdf format. In addition, an electronic copy of the Draft and Final Inventory will be sent via an internet link so it may be downloaded directly to the user's computer

6. **Delivery of Final Product:** Upon delivery of the Final Inventory to the Borough, The Land Conservancy will include a cover letter stating that the Inventory is now complete.
7. **Term of Agreement:** The term of the agreement shall be for a twelve (12) month period commencing on June 1, 2014 and ending on May 31, 2015.
8. **Total Compensation:** Payment shall be made by the Borough to The Land Conservancy for a fee of ten thousand dollars (\$10,000.00) payable in equal installments at the execution of this Agreement and at the delivery of one (1) copy of the final version of the Inventory.

*The Land Conservancy is able to keep the costs for these services low thanks to a generous grant from the Geraldine R. Dodge Foundation which underwrites this program.*

9. **Payment Procedures:** The Land Conservancy shall be responsible in submitting to the Borough Clerk a voucher with specific charges. Method of payment shall comply with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-16, which prohibits the governing body of any local unit from paying out any of its monies "unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct."
10. **Ownership of Records:** All records, maps, plans and data pertaining to any Borough open space issue and any other information utilized or gathered by The Land Conservancy on behalf of the Borough shall be surrendered to the

Borough upon expiration of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any information known to it to be non-public.

11. **Work Product:** All material and work product, researched, created and pursuant to this agreement belong solely to The Land Conservancy. The text of the report may not be modified by the Borough or anyone on its behalf **without the prior written consent of The Land Conservancy.**
12. **Cancellation of Agreement:** Both the Borough and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy's abilities, and that an orderly transition of the project will be made in cooperation with the Borough Clerk.
13. **Mandatory Affirmative Action Compliance.** During the term of this agreement, the parties agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit "A" which is attached and made a part of this Agreement.
14. **Arbitration.** This Agreement is the entire agreement of the parties on the subject matter, superseding all prior written or oral understandings or agreements, and may be amended only by a writing signed by both parties. All disputes in respect of this Agreement not settled by negotiation within 30 days of written notice thereof by either party to the other shall be submitted by one party or the other to non-binding mediation by a mutually agreed upon mediator and if not settled within 60 days of such notice shall be finally resolved by confidential binding arbitration in Morristown, New Jersey under the rules then in effect of the American Arbitration Association (other than its Administrative Rules) by a panel of three arbitrators, one selected by each party and the third by the two so selected. Any decision by a majority or more of the arbitrators may be entered as a judgment in any court having jurisdiction. The arbitrators shall have no authority to amend this Agreement.

One-half of the expenses of the mediator of any mediation and the arbitrators in any arbitration shall be borne by each party.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement on  
this                      day of                      2014.

ATTEST:

BOROUGH OF CALDWELL

\_\_\_\_\_  
Borough Clerk

By \_\_\_\_\_  
Mayor

WITNESS:

THE LAND CONSERVANCY OF  
NEW JERSEY

Barbara H. Davis

By David J. Epstein  
David J. Epstein, President

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the

use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

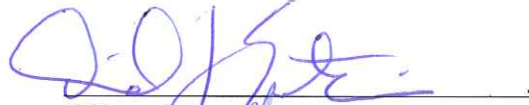
Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The Land Conservancy of New Jersey

Company Name



Officer Signature

David J. Epstein, President.

5/13/14  
Date

(973) 541-1010  
Telephone Number

(Rev. 4/2010)