



***BOROUGH OF CALDWELL
NEW JERSEY***



**COUNCIL BUSINESS MEETING
June 20, 2017**

Caldwell Council Chambers
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

June 20, 2017 / 7:00PM

MAYOR
Ann Dassing

BOROUGH COUNCIL
John Cascarano - President
Richard Hauser
Thomas O'Donnell
Pasquale Capozzoli
Kristian Brown
Frank Rodgers

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

PRESENTATION

1. Mr. Thomas Joseph Calandra / 100th Birthday

APPROVAL OF MINUTES

June 6, 2017

PUBLIC HEARING AND ADOPTION OF ORDINANCES

ORDINANCE #1331-17: AN ORDINANCE AMENDING CHAPTER 60 ARTICLE II OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION TITLED ANIMALS, ARTICLE II DOGS

ORDINANCE #1332-17: CALENDAR YEAR 2017 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.

6-150	AUTHORIZING THE BOROUGH ADMINISTRATOR TO ADVERTISE AND RECEIVE PROPOSALS FOR THE REPLACEMENT OF THE SAND FILTERS AT THE CALDWELL WASTEWATER TREATMENT PLANT
6-151	RESOLUTION AUTHORIZING INCLUSION IN THE ESSEX COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEARS 2018-2020
6-152	AUTHORIZING THE 2017 EQUIVALENT CONNECTION CHARGE OF \$362.12 PER EQUIVALENT CONNECTION, BASED ON THE NUMBER OF EQUIVALENT CONNECTIONS AND THE APPLICATION OF THE SEWER USER AGREEMENTS BETWEEN THE BOROUGH OF CALDWELL AND THE SEWER USER MUNICIPALITIES OF WEST CALDWELL, NORTH CALDWELL, ESSEX FELLS, FAIRFIELD AND ROSELAND



Council Chambers

1 Provost Square Caldwell, NJ

Borough of Caldwell Council Business Meeting

AGENDA

Phone: (973) 226-6100
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MAYOR
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BOROUGH COUNCIL
John Cascarano - President
Richard Hauser
Thomas O'Donnell
Pasquale Capozzoli
Kristian Brown
Frank Rodgers

6-153	RESOLUTION AUTHORIZING THE BOROUGH ADMINISTRATOR TO HIRE MOTT MACDONALD FOR LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) SERVICES TO PERFORM THE BIENNIAL CERTIFICATION REQUIRMENTS FOR THE 5 KNOLLWOOD TERRACE, BLOCK 69, LOT 1.01 FOR AN AMOUNT OF \$2,000
6-154	AUTHORIZING THE ADOPTION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM
6-155	AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE #16-00001, Block 2, Lot 8.01
6-156	AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH JUNE 20, 2017 FOR 2017/2016 BILLS IN THE TOTAL AMOUNT OF \$517,495.95

PUBLIC HEARING ON THE 2017 MUNICIPAL BUDGET

Members of the public are invited to comment at this time on the 2017 Municipal Budget

INTRODUCTION OF THE 2017 MUNICIPAL BUDGET AMENDMENT

6-157	RESOLUTION TO AMEND THE BOROUGH OF CALDWELL 2017 MUNICIPAL BUDGET AS INTRODUCED AND APPROVED ON MAY 16, 2017
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ADOPTION OF THE 2017 MUNICIPAL BUDGET

Heidi Wohlleb – Nisivoccia LLP
Budget Document – Sheet 41/42

COUNCIL COMMITTEE REPORTS

Borough Council Members

1. Councilman Cascarano

NEW BUSINESS

Borough Council Members

1. Sewer Board Meeting – to be scheduled

REPORT OF MAYOR

Mayor Dassing



Council Chambers

1 Provost Square Caldwell, NJ

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Phone: (973) 226-6100
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MAYOR
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Frank Rodgers

REPORT OF BOROUGH ADMINISTRATOR

Paul M. Carelli

REPORT OF BOROUGH ATTORNEY

Greg Mascera

REPORT OF ESSEX COUNTY LAISON

Patricia Keenan

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 6/16/2017 with all available information as of this date. This agenda has been sent to four official newspapers of the Borough on 6/16/2017 in compliance with P. L. 1975, c 213

Lisa O'Neill, Deputy Clerk

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – June 6, 2017**

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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 Cascarano, Councilman O'Donnell, Capozzoli, Brown, and Rodgers

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

ABSENT: Councilman Hauser

Adequate notice of this Council Business/Conference meeting was given on January 1, 2016. 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.

PLEDGE OF ALLIGENCE

**APPROVAL OF MINUTES:
May 16, 2017**

Moved by Council President Cascarano, seconded by Councilman Brown. No Discussion. On roll call, all present voted in the affirmative. Councilman Hauser absent. Minutes approved 06/06/17.

PUBLIC HEARING AND ADOPTION OF ORDINANCE

Moved by Councilman Brown, seconded by Council President Cascarano to open meeting to the public.

ORDINANCE #1330-17: AN ORDINANCE AMENDING CHAPTER 530 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION REGULATING LICENSING OF ALCOHOLIC BEVERAGES

Moved by Councilman Capozzoli, seconded by Councilman Cascarano. Discussions Ensued. On roll call, all present voted in the affirmative. Ordinance introduced 06/07/17.

Against Ordinance #1331-17

Jeffrey Morton, Shak A Paw
Cindy Knolls, Furrylicious, White House Station

For Ordinance #1331-17

Brian Hackett, Humane Society of the US
Larry Cohen, Humane Society of the US

ORDINANCE #1331-17: AN ORDINANCE AMENDING CHAPTER 60 ARTICLE II OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION TITLED ANIMALS, ARTICLE II DOGS

Moved to Table Ordinance for next meeting by Council President Cascarano, seconded by Councilman Rodgers. No Discussion. On roll call, all present voted in the affirmative. Ordinance Tabled. 06/07/17.

OPEN PUBLIC COMMENTS ON RESOLUTIONS

Moved by Councilman Brown, seconded by Councilman Capozzoli to open meeting to the Public.

RESOLUTIONS – CONSENT AGENDA

6-142: RESOLUTION SUPPORTING SENATE BILL S2171 "NEW JERSEY LIBRARY CONSTRUCTION BOND ACT" AND URGING THE SENATE COMMITTEE(S) TO APPROVE SAME FOR A FULL SENATE VOTE

6-143: RESOLUTION SUPPORTING ASSEMBLY BILL A222 "NEW JERSEY LIBRARY CONSTRUCTION BOND ACT" AND URGING THE ASSEMBLY APPROPRIATIONS COMMITTEE TO APPROVE SAME FOR A FULL ASSEMBLY VOTE

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
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- 6-144:** RESOLUTION APPROVING AN APPLICATION FOR A SEWER CONNECTION FOR Skender Meka, 620 Mountain Avenue, North Caldwell, NJ 07006
- 6-145:** AUTHORIZING THE TAX COLLECTOR TO REFUND TAX OVERPAYMENT FOR BLOCK LOT 70, 3, 8 GLADDING ROAD, CALDWELL, NJ 07006
- 6-146:** AUTHORIZING THE ISSUANCE OF RENEWAL LIQUOR LICENSES FOR THE PERIOD JULY 1, 2017 THROUGH JUNE 30, 2018. APPLICATIONS AND APPLICANTS HAVE BEEN APPROVED BY APPROPRIATE MUNICIPAL DEPARTMENTS
- 6-147:** AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH JUNE 6, 2017 FOR 2017/2016 BILLS IN THE TOTAL AMOUNT OF \$4,110,635.48
- 6-148:** AUTHORIZING THE REJECTION OF THE BIDS FOR GRITS/SCREENINGS HAULING AND DISPOSAL AT THE CALDWELL WASTEWATER TREATMENT PLANT AND AUTHORIZING THE BOROUGH CLERK TO ADVERTISE FOR BIDS
- 6-149:** AUTHORIZING THE REJECTION OF THE BIDS FOR CLEANING SERVICES AT THE CALDWELL COMMUNITY CENTER AND AUTHORIZING THE BOROUGH ADMINISTRATOR TO ADVERTISE FOR BIDS

CONSENT

Moved by Council President Cascarano, seconded by Councilman Brown. No Discussion. On roll call, all voted in the affirmative. Resolutions approved 06/06/17.

COUNCIL COMMITTEE REPORTS

Council President Cascarano commended the Fire Department on a job well done. On May 30th the dispatch received a call at 8:16PM for a fire at Fresco's. The Mayor and I arrived on the scene before 8:30 and the Caldwell Volunteer Fire Department was already there. The fire was out and the situation controlled. Too frequently recently the CVFD has received too much unfair and dishonest criticism, even allegations that whenever there is a fire in town, the entire structure is almost always lost. We need to start talking publicly about all the times the CVFD does their job. The Camp Wyanokie outing event is on June 24th. For more information and to sign up, visit www.campwyanokie.com. The Council received an email from Linda Von Nessi from the County about the polling locations at the Community Center. He had the idea of using St. Al's and recommended that to her, that way it will assuage concerns about overcrowding at CCC, as well as parent's concerns with allowing voters and strangers unfettered access to the Middle School.

Councilman Brown reported that the Sustainable Jersey event is on June 22nd. Part of the grant is to inform the public about plastics pollution. At the Library on June 22nd "A Plastic Ocean" and each participant will receive a Chico bag (over the age of 10 years.) On June 23rd Mr. Rogers Neighborhood, Snorkeling with Sylvia Earle at 2PM and each participant will receive a Chico bag and about pollinators, each participant will receive a milkweed plant. June 27th, Wings of Life at 2PM and Pollinators and Plants Perfect Together at 7PM. (over age 10 years)

REPORT OF MAYOR:

Mayor Dassing thanked the Caldwell Merchants Association for their hard work on Art on the Avenue it was a lovely event and quite a success. The Mayor thanked the volunteer Fire Department for their swift action with the Fresco fire.

REPORT OF BOROUGH ADMINISTRATOR:

Paul Carelli reported:

- The public hearing and Adoption for the 2017 Municipal Budget is on June 20, 2017.
- He is meeting with the PBA and Borough consultants on the 2017 Health Plan Changes next week.
- The Borough received an NJDOT Grant award for Wakefield, Kirkwood and Ward Place.
- Paul is working with PK Environmental supplying documentation for Green Acres that they are requesting.
- Sand Filter Proposal is to restore three (3) additional sand filters and the proposed cost is \$197,000. The breakdown would be Filter #6 = \$72,500 rehab (completed). Filters # (1-5)

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Demo = \$31,460 = \$6,292 each (completed). Filters (3-5) Rehab = \$197,000 = \$65,667 each. Unit cost (3-5) = \$71,959 (0.75%)

REPORT OF BOROUGH ATTORNEY:

Greg Mascera

REPORT OF ESSEX COUNTY LIASION:

Patricia Keenan reported that the Essex County Parks will have live free concerts series starting on July 7th. On July 26th Steppin' Out will be at the Grover Cleveland Park.

OPEN PUBLIC MEETING:

Moved by Councilman Brown, seconded by Council President Cascarano to open meeting to the Public.

Johnathan Lace, Welshman Court asked if there could be a news section on the Town website. Also, polling information and if the website can be cell phone friendly.

On a motion made by Councilman Brown, seconded by Council President Cascarano unanimously affirmed, the Council moved into Executive Session at 7:45P.M.

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 Municipal Cards Contract.

The Executive Session was adjourned and upon a motion by Council President Cascarano, seconded by Councilman Brown, the Council Business Conference Meeting was opened to the public and the press at 8:10PM.

There being no additional business to be conducted a motion to adjourn the meeting was made by Councilman Brown, seconded by Council President Cascarano unanimously affirmed by all members present, the meeting was adjourned at 8:34PM.

Prepared by: _____
Lisa O'Neill, Deputy Borough Clerk

DATE



**BOROUGH OF CALDWELL
NEW JERSEY**



ORDINANCE# 1331-17

**AN ORDINANCE AMENDING CHAPTER 60 ARTICLE II OF THE CODE OF THE BOROUGH OF CALDWELL,
BEING THE SECTION TITLED ANIMALS, ARTICLE II DOGS**

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

That Chapter 60 of the Code of the Borough of Caldwell, New Jersey be amended as herein set forth:

That Section II of Chapter 60, the Section titled "Dogs" is hereby amended as follows:

The Section shall be titled "Domestic Pets"

1. Section 60-2, "Definitions" is amended by adding the definition of Domestic Animals and defining Domestic Animals as:

An animal that is not wild and is customarily maintained as a pet.

2. Section 60-2, "Definitions" is amended by deleting the definition of Kennel and defining Kennel as follows:

Any establishment wherein or whereon the business of boarding dogs is carried on, except a pet shop.

Section 60-2, "Definitions" is amended by deleting the definition of Pet Shop and defining Pet Shop as follows:

Any room or group of rooms, cage or exhibition pen, wherein domestic animals for sale to the general public are kept or displayed

3. Section 60-18 is repealed and replaced with the following:

No pet store, pet store operator, kennel or kennel operator shall sell, offer for sale, barter, auction, breed or otherwise improperly dispose of dogs of any breed, in the Borough of Caldwell. Despite the foregoing, nothing contained herein shall prohibit a shelter, kennel, pound or other establishment from keeping, displaying, selling or otherwise transferring any dog that has been seized, rescued or donated.

4. Section 60-24 is repealed and replaced with the following:

Violations and penalties.

- A. Subject to the terms of NJS 4:19-1 et seq, any person who violates, or fails or refuses to comply with, any one or more provisions of this article shall be subject to a fine of not more than \$2,000 for each separate offense, or confinement in the Essex County Jail for a period of not more than 90 days, or community service for a period of not more than 90 days, or any combination of fine, imprisonment and/or community service, as determined at the discretion of the Municipal Court Judge. The continuation of such violation for each successive day shall constitute a separate offense, and the person or persons allowing or permitting the continuation of the violation may be subject to penalties as provided herein for each separate offense.

B. The violation of any one or more provisions of this article shall be subject to abatement summarily by a restraining order or by an injunction issued by a court of competent jurisdiction.



BOROUGH OF CALDWELL NEW JERSEY



NOTICE OF PUBLIC HEARING ON ORDINANCE

Please take Notice that the foregoing ordinance was introduced at a meeting of the Council of the Borough of Caldwell on the 16th day of May, 2017 and passed on first reading; and the same was then ordered to be published according to law; and that such ordinance will be further considered for final passage at a meeting of the Council to be held at the Caldwell Municipal Building, 1 Provost Square, Caldwell, NJ on the 20th day of June, 2017 at seven o'clock p.m. prevailing time or as soon thereafter as the matter may be reached, at which time and place, or at any time and place to which such meeting shall from time to time be adjourned, all persons interested will be given an opportunity to be heard concerning such ordinance.

BY ORDER OF THE COUNCIL

DATE OF FIRST READING:	May 16, 2017	DATE OF SECOND READING:	June 20, 2017
DATE OF PUBLICATION:	May 25, 2017	DATE OF ADOPTION:	June 20, 2017
MOVED:		MOVED:	
SECONDED:		SECONDED:	

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

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# 1332-17

CALENDAR YEAR 2017 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 2017 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 3.0% increase in the budget for said year, amounting to **\$220,382** 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 of the Borough of Caldwell 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 2017 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 **\$257,112**, and that the CY 2017 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 16, 2017
DATE OF PUBLICATION: June 6, 2017

DATE OF SECOND READING: June 20, 2017
DATE OF ADOPTION: June 20, 2017

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

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**



Resolution No: 6-150

Date of Adoption: June 20, 2017

TITLE:

AUTHORIZING THE BOROUGH ADMINISTRATOR TO ADVERTISE AND RECEIVE PROPOSALS FOR THE REPLACEMENT OF THE SAND FILTERS AT THE CALDWELL WASTEWATER TREATMENT PLANT

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the Borough Administrator to advertise and receive proposals for the replacement of the sand filters at the Caldwell Wastewater Treatment plant.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-151

Date of Adoption: June 20, 2017

TITLE:

RESOLUTION AUTHORIZING INCLUSION IN THE ESSEX COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEARS 2018-2020

WHEREAS, certain Federal funds are potentially available to the County of Essex under Title I of the Housing and Community Development Act of 1974, as amended and HOME Investment Partnership Act of 1990, as amended; and

WHEREAS, the Borough of Caldwell desires to participate in the Essex County Urban County for conducting certain community development activities for Program Years 2018-2020; and

WHEREAS, a letter has been drafted by the Mayor to the Essex County Division of Housing and Community Development notifying them of the Township’s desire to participate in this process; and

WHEREAS, the Grantee or a unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Emergency Shelter Grants program (“ESG”) provided through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living.

WHEREAS, the current Interlocal Services Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

WHEREAS, by May 5, 2017 each municipality must notify the Essex County Division of Housing & Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

WHEREAS, it is in the best interest of the Borough of Caldwell and its residents to participate in said programs

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Caldwell that it hereby authorizes the Mayor to execute the attached Cooperation Agreement and notifies the Essex County Division of Community Development of its decision to be included as a participant municipality in the Urban County entitlement programs being the Community Development Block Grant Program and Home Investment Partnership Act Program for the Program Years 2018, 2019 and 2020 (June 1, 2018- May 31, 2020); and

BE IT FURTHER RESOLVED, that a copy to this resolution be forwarded to the Essex County Division of Housing & Community Development no later than June 28, 2017.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

Lisa O’Neill, Deputy Clerk

Ann Dassing, Mayor

**COOPERATION AGREEMENT BETWEEN
THE COUNTY OF ESSEX AND CERTAIN MUNICIPALITIES
FOR CONDUCTING CERTAIN COMMUNITY DEVELOPMENT ACTIVITIES**

THIS COOPERATION AGREEMENT (“Agreement”), dated this 1st day of September, 2017, by and between the County of Essex, a body politic and corporate of the State of New Jersey (“County”), and the _____, a municipal corporation of the State of New Jersey (“Municipality”).

WHEREAS Title I of the Housing and Community Development Act of 1974 provides for substantial federal funds being made to certain urban counties for use therein through the Community Development Block Grant (“CDBG”) Entitlement Program, and

WHEREAS the Emergency Shelter Grants program (“ESG”) provided through Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act permits for substantial federal funds allocated to prevent homelessness and to enable homeless individuals and families to move toward independent living; and

WHEREAS this Act establishes certain criteria which must be met in order for a county to be the recipient of said funding, and

WHEREAS the Interlocal Services Act (N.J.S.A. 40:8A-1 et seq.) provides a mechanism through which counties and municipalities may enter into agreements for the provision of joint services, it is therefore agreed by the County and Municipality as follows:

- A. This agreement covers activities to be carried out with annual CDBG (and where applicable, HOME and ESG) funds from Federal fiscal years 2018, 2019, and 2020 appropriations, and for successive three (3) year periods, as provided in the Housing and Community Development Act and until terminated.
- B. Community Development Planning Process
 - 1. Nature and Extent of Services
 - a) Purpose. The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse federal funds available to establish urban counties under Title I of the Housing and Community Development Act, the CDBG Entitlement Program, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (“NAHA”), the HOME Program, to undertake or assist in undertaking such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal CDBG funds received by the County shall be for such functions as water and

sewer facilities, neighborhood facilities, public facilities, housing rehabilitation, open space and such other purposes as are authorized by the Act. Federal HOME funds received by the County shall be for such functions that expand the supply of decent, affordable housing for low and moderate-income families. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, and such other purposes as are authorized by the Act. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses, nor shall any participant be deprived of any state or federal aid to which it might be entitled in its own right, except as herein provided.

- b) Responsibilities of Participating Municipality: The execution of this Agreement by the appropriate officials of the participating Municipality signifies that the Municipality understands that it:
- (1) May not apply for grants from appropriations under the state CDBG Program for fiscal years during the period in which it participates in the County's CDBG Program; and
 - (2) May receive a formula allocation under the HOME Program only through the County's urban county allocation. Thus, even if the County does not receive a HOME formula allocation, the participating municipality cannot form a HOME consortium with other local governments; and
 - (3) May receive a formula allocation under the ESG Program only through the urban county.
- c) Establishment of Committee: There is hereby established a cooperative CDBG Committee, consisting of two (2) representatives from each participating Municipality and two (2) representatives of the County, each to be appointed for one year periods coinciding with the calendar year. The governing body and the chief executive of each participating agency shall make one (1) appointment each.
- d) Responsibilities of Committee
- (1) The Committee shall take formal action only upon two-thirds vote of the full membership thereof.

- (2) With the concurrence of the Board of Chosen Freeholders an Administrative Liaison Officer shall be designated. He/She shall be an employee of the County. He shall within the limits of resources available, provide technical and administrative support to the CDBG Committee, and shall provide liaison between the CDBG Committee and the Board of Chosen Freeholders.
- (3) The CDBG Committee shall meet promptly after its establishment and thereafter as often as required. It shall establish rules of procedure as may be required.
- (4) The CDBG Committee shall study and discuss the community development needs of the County, which affect the participating local governments, and shall determine the most effective and acceptable utilization of CDBG funds available to the County government. It shall recommend to the Board of Chosen Freeholders an application for participation in Federal funding, and towards that end it shall, in the manner herein prescribed, be authorized to develop a 5-year Consolidated Plan for the County, including a housing assistance program, and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the CDBG Program.
- (5) The CDBG Committee shall develop, in full consultation with the county planning board and all affected agencies of the local governments involved, priorities for actual utilization of such funds as are made available from the Federal Government under this Title. The CDBG Committee shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a Municipality to receive the monies to carry it out, or for some other combination of local or State agencies. Such implementation mechanism shall be established either by means of a separate contract entered into between the county government, upon the approval of the CDBG Committee, and the Municipality in which the activity or function is to take place, pursuant to the provisions of the Interlocal Services Act, or by inclusion of such information in section C of this Agreement, subject to the same approvals. The implementation mechanism shall be established before submission of the application to HUD, and any relevant documents become part of this agreement and should be submitted to HUD with it.
- (6) Every municipality participating in the CDBG committee may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the CDBG Committee through its members of the CDBG Committee. Pursuant to 24 CFR 570.501(b), every participating municipality is subject to the same requirements applicable to subrecipients of the federal funds, including the

requirement of a written agreement set forth in 24 CFR 570.503. Pursuant to 24 CFR 570.501 and 24 CFR 570.503, the County shall enter into a written agreement with the Municipality prior to the disbursement of any funds for an approved project. No project may be undertaken or services provided in any municipality without the approval of the governing body of the municipality, which approval shall be established as provided in Subsection (5) above in addition to such other approvals as may be required by law. The Municipal approval of any projects or services shall not be a restriction or veto on the implementation of the approved Consolidated Plan. The County has final responsibility for selecting CDBG (and where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD.

2. Standards of Performance

Every Interlocal Service Agreement established pursuant to this agreement shall contain standards of performance as required by the Interlocal Services Act and by the Housing and Community Development Act. Annually, a report shall be prepared by the Committee by each recipient of funds describing whether the desired objectives have been attained. The Committee shall thereupon report its findings to all participating local governments, and shall submit such reports to the Board of Chosen Freeholders as may be required for submission to the Federal Government.

3. Estimated Cost and Allocation thereof

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendations of the Committee, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Funds established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. This fund shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations, funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the committee, the county government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

4. Duration of Contract and Automatic Renewal

The term of this Agreement shall be for three (3) years commencing on September 1, 2017, and extend through the federal fiscal years 2018-2020, which ends August 30, 2020, unless an earlier date of termination is fixed by the HUD pursuant to law.

This Agreement will be automatically renewed for participation in successive three (3) year qualification periods, unless either the County or Municipality provide written notice to the other party that it elects not to participate in the next three (3) year period. By no later than May 16th of the final year of the three (3) year ongoing program, the County will notify the participating Municipality, in writing, of its decision not to participate in the next qualification period. By no later than June 20th of the final year of the ongoing three (3) year program, the municipality shall provide written notice to the Newark Area Office of HUD and the County of its decision not to participate in the next qualification period. The determination not to participate by either party shall remain in effect for the next three (3) successive years. In no case may the Municipality drop out of an ongoing three (3) year program except as a result of HUD action.

The County and Municipality shall adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for Cooperation Agreements set forth in the Urban County Qualification Notice applicable for any subsequent three (3) year qualification period, and to submit such amendment to HUD at the time of such automatic renewal and if the consortium's membership has changed, the state certification required under 24 CFR 92.101(a)(2)(i), and that such failure to comply will void the automatic renewal for such qualification period.

The terms of this Agreement shall remain in effect until CDBG (HOME and ESG where applicable) funds and program income received with respect to eligible activities carried out during the three (3) year period and each successive qualification period for which the agreement is renewed are expended and funded activities completed.

5. Designation of Administrative Liaison Officer

The Administrative Liaison Officer selected pursuant to section B 1 (d) (2) of this Agreement is hereby designated as the administrative agent of the Board of Chosen Freeholders for purposes of compliance with statutory and regulatory responsibilities. He shall be accountable to the Board of Chosen Freeholders, and for this purpose shall be subject to the supervision of the Board.

C. Qualification as Urban County

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an “urban county” the municipality will cooperate with the county by undertaking or assisting in the undertaking of essential community development and lower-income housing assistance activities specifically including community renewal and publicly assisted housing as set forth in the application filed. The Municipality and the County will take all required actions to comply with the Urban County’s certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990 and other applicable laws. This Agreement shall be effective only when sufficient municipalities have signed the Agreement so that a population of 200,000 is represented and when all other federal eligibility criteria for designation as an “urban county” under the Act have been satisfied. In the event that sufficient municipalities do meet these criteria should not sign the Agreement within the time period set forth by HUD, the Freeholder Director shall so notify all signatories and the Agreement shall thereupon be null and void. In order to comply with federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for community development funds and shall take the full responsibility and assume all obligations of an applicant under the federal Act. The County shall have final responsibility for selecting activities and annually filing final statements, including the Consolidated Plan, with HUD.

Agreement As to Specific Activities

1. Specific Activities

Attached hereto and made a part of this agreement between the County of Essex and certain municipalities are exhibits, which set forth the specific activities for each and

every municipality, participating in the program. In particular each of these exhibits describe:

- a. community development needs;
- b. long-term community development objectives;
- c. short-term community development objectives
- d. a program for community development activities to be undertaken by and/or on behalf of the local unit and within a year of related and official approval of the current application by HUD for CDBG funds; and,
- e. community development cost estimates and related budget for the current year program;
- f. a survey of housing conditions;
- g. housing assistance needs of lower income households;
- h. annual and three (3) year goals for housing assistance; and,
- i. The general location of lower income housing, as applicable.

The County will prepare the application for the above activities and assist in the administration thereof.

2. Identification of Participants and Authorized Officials

The chief executive officers of the participating municipalities and as identified in the attached exhibits shall bear responsibility for compliance with the proper implementation of the activities in their respective municipalities and as described herein.

Full ultimate responsibility for compliance with the proper implementation of the activities described herein rests with the applicant, the County of Essex, New Jersey. For purposes of this agreement, the Freeholder Director represents the County.

3. Fund Transmittal Procedures and Standards

The means of paying for a local project and transmitting the funds from the Federal Government under the applicable Title of the Housing and Community Development Act of 1974 through the Trust Account created pursuant to N.J.S.A. 40A:4-39 to the local governing bodies shall be as follows:

- a. The local governing body shall provide for any and all legal budgetary appropriations, together with all appropriations which are to be made by rider as shall be available through the Trust Account as herein above mentioned.
- b. After the appropriations have been provided for the local body shall, in accordance with the Public Contract Law, prepare the necessary plans and specifications for the local project and secure bids pursuant to the statute. It shall in all respects comply with the statutory laws of the State of New Jersey for public improvements.
- c. The Clerk of the Municipality shall certify to the County Board of Chosen Freeholders compliance with Paragraphs a and b hereof, and submit all proofs of compliance therewith including Affidavits of Publication, Minutes of receipt of bids and awards.
- d. Any and all contracts for any project shall be between the local unit and the contractor or sub-contractors, as the case may be, in accordance with the Public Contract law.
- e. Any and all payments in pursuance of the contract entered into under Paragraph d shall be made by and through the treasure of the local body and the source of funds thereunder shall be as follows:
 - (1.) Those payments first to be made by the treasurer of the local body shall be from funds derived or secured through the bonding ordinances or bond anticipation notes or appropriations authorized issued by the local body to the full extent of said appropriations.
 - (2.) Prior to the delivery of the funds by the County Treasurer to the local body the local treasurer shall submit a schedule of all payments heretofore made by the local treasurer to the contractor or contractors working on said project together with copies of the certification of the architect setting forth that said work had been completed and that said contractors were entitled to said payment which schedules and certification shall be submitted to the County Administrator for his examination and verification.
 - (3.) Thereafter the payment of funds by the treasurer of the local body shall be from those funds secured and held in the Trust Account pursuant to N.J.S.A. 40A:4-39. Payments from said Trust Account shall be made upon written request from the treasurer of the local body on a regular County voucher to the County Treasurer at least one week prior to date of payment. The County Treasurer shall thereafter secure the necessary funds for said Trust Account, in accordance with a request

on a letter of credit and shall forthwith deliver said funds to the treasurer of the local unit.

4. Standards of Performance

County and all other cooperating cities shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Use of urban county funds for activities in, or in support of, any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. County, City, all other cooperating cities, metropolitan cities, urban counties, units of general local government, Indian tribes, and insular areas that directly or indirectly receive funds provided under Title I of the Housing and Community Development Act of 1974, as amended, may not sell, trade, or otherwise transfer all or any portion of such funds to another such entity in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

5. Time Period

The activities covered by this Agreement shall commence immediately after date of execution of this Agreement by and/or behalf of the participating Municipality. These activities shall be completed within a year from the date of the related and official HUD approval of the current year application for CDBG funds.

6. Availability of Records for Audit

The participating municipalities and the County shall maintain and share between themselves and the CDBG Committee all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by HUD.

7. Activities Subject to Review

Each activity, as described herein, is subject to review by the CDBG Committee and to any action that the Board of Chosen Freeholders of the County may take that is, in its discretion, necessary to the proper administration of this program.

8. Arbitration

Arbitration of all questions in dispute under this Agreement shall be at the choice of either party hereto and shall be in accordance with the provisions, then obtaining, of the American Arbitration Association. This Agreement shall be specifically enforceable under the prevailing arbitration laws, and judgment upon the award may be entered, in the Court of the Forum, State or Federal, having jurisdiction. The laws of the State of New Jersey are deemed to govern this contract. The decision of the arbitrators shall be a condition precedent to the right of any legal action.

D. Prohibitions on Funding

No urban county funding shall be provided for activities in or in support of any participating municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

E. Municipality's Policies Relative to Civil Rights Demonstrations

The execution of this Agreement by the appropriate officials of the participating municipality signifies that the municipality has adopted and is enforcing the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within the jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

F. Non-Trade Clause

A unit of general local government may not sell, trade or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

G. Notices

All notices required to be given pursuant to this Agreement shall be deemed to have been given when the same shall be placed in writing and deposited in the United States Mail with postage prepaid as certified mail, return receipt requested, at the address of the parties to this Agreement as first hereinabove set forth.

H. Duplicate Originals

This Agreement may be executed in substantially similarly worded counter parts, each of which shall be signed by the Freeholder Director and the chief executive of a participating municipality.

Each such signatory agrees to cooperate with all other signatories and be bound if all had signed the same Agreement.

I. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

J. Severability and Modification Clause

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

Separate copies of this Cooperation Agreement may be signed by one or more individual participating municipalities to the same effect as if all participating municipalities executed the same copy. All executed copies shall be deemed to be duplication originals.

IN WITNESS WHEREOF the Parties hereto have caused these present to be signed by its proper chief executive officer, attested by its clerk and affixed thereto its corporate seal.

Attest:

Name of Municipality

Mayor

Date

County of Essex

By: _____

Joseph N. Divincenzo, Jr.

Essex County Executive

Clerk

(Seal)

Clerk

(Seal)

APPROVED AS TO FORM:

Courtney M. Gaccione, Esq., County Counsel



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-152

Date of Adoption: June 20, 2017

AUTHORIZING THE 2017 EQUIVALENT CONNECTION CHARGE OF \$362.12 PER EQUIVALENT CONNECTION, BASED ON THE NUMBER OF EQUIVALENT CONNECTIONS AND THE APPLICATION OF THE SEWER USER AGREEMENTS BETWEEN THE BOROUGH OF CALDWELL AND THE SEWER USER MUNICIPALITIES OF WEST CALDWELL, NORTH CALDWELL, ESSEX FELS, FAIRFIELD AND ROSELAND

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey that they do hereby adopt the 2017 equivalent connection charge based on the Sewer User Agreements with West Caldwell, North Caldwell, Essex Fells, Fairfield and Roseland and the calculations performed by the Borough Administrator and Borough Sewer Director.

BE IT RESOLVED by the Borough Council of the Borough of Caldwell that the number of equivalent connections per sewer user municipality used for the purposes of the calculations shall be in accordance with the number of connections adjusted through the implementation of the 2014 Caldwell Sewer Utility sewer connection audit and connections reported by each municipality through December 31, 2015 as follows:

Caldwell	3,069.3
West Caldwell	4,506.0
North Caldwell	2,023.6
Essex Fells	787.9
<u>Fairfield</u>	<u>110.0</u>
TOTAL:	10,496.8

BE IT RESOLVED by the Borough Council of the Borough of Caldwell that the percentage of flow used for the purposes of the calculations for the Borough of Roseland shall be in accordance with total 2016 Roseland flow divided by the 2016 Total System flow at the Caldwell Wastewater Treatment plant through December 31, 2016 as follows:

Roseland Flow:	227,615,356
<u>Total System Flow:</u>	<u>1,446,400,000</u>
PERCENTAGE:	15.74%

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey that the equivalent connection charge is set at \$362.12 per equivalent connection for the sewer user municipalities of Caldwell, West Caldwell, North Caldwell, Essex Fells, and Fairfield and a percentage rate of 15.74% for the user municipality of Roseland and that the Borough Administrator is authorized to forward bills to the sewer user municipalities.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-153

Date of Adoption: June 20, 2017

Title:

RESOLUTION AUTHORIZING THE BOROUGH ADMINISTRATOR TO HIRE MOTT MACDONALD FOR LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) SERVICES TO PERFORM THE BIENNIAL CERTIFICATION REQUIREMENTS FOR THE 5 KNOLLWOOD TERRACE, BLOCK 69, LOT 1.01 FOR AN AMOUNT OF \$2,000

WHEREAS, the Borough of Caldwell in the County of Essex and State of New Jersey is required to file a Biennial Certification by a Licensed Site Remediation Professional (LSRP) for the property known as 5 Knollwood Terrace, Block 69, Lot 1.01; and

WHEREAS, Mott MacDonald has submitted a proposal to provide these services to the Borough of Caldwell; and

WHEREAS, the cost to provide these professional services is \$2,000

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Caldwell duly assembled in public session this 20th day of June, 2017, hereby authorize the Borough Administrator to hire Mott Macdonald for Licensed Site Remediation Professional (LSRP) Services to perform the Biennial Certification requirements for 5 Knollwood Terrace, Block 69, Lot 1.01 for an amount Of \$2,000

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



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

Your Reference
Faloni Property

Proposal for Biennial Certification

June 13, 2017

Dear Mr. Carelli:

C:\Redmond\Mott
Mac\Proposals\Caldwell
Faloni Property\2017.06.13
Caldwell Faloni proposal.docx

The Borough of Caldwell purchased the Faloni property in 2011 for open space preservation. This property is approximately 2 acres and is located at 5 Knollwood Terrace, Block 69, Lot 1.01. At the time the property was purchased, it was known that a deed notice had been placed on the property due to soil contamination. The NJDEP is currently requiring properties with institutional controls obtain a Remedial Action Permit and have site inspections and biennial certifications completed under the Licensed Site Remediation Professional (LSRP) program. This proposal is to fulfill NJDEP requirements.

111 Wood Avenue South
Iselin NJ 08830-4112
United States of America

T +1 (800) 832 3272
F +1 (973) 376 1072
mottmac.com

Based on the information available in the NJDEP Data Miner website for Program Interest #498637, a No Further Action was approved by the NJDEP on December 18, 2009. It appears that the Remedial Action Permit was issued by the NJDEP on June 7, 2012; however, no information was available on the deed notice.

The NJDEP requires inspections based on the schedule provided in the deed notice, and biennial certifications from the date of Remedial Action Permit approval. If the last biennial certification was done by June 7, 2016, the next one will be due in 2018. If the biennial certification was not done, then it would be considered overdue and would need to be submitted.

In an effort to keep the site in compliance, Mott MacDonald proposes to complete the following scope of work under the LSRP program.

Scope of Work

The NJDEP Case Oversight Report does not show this site remediation case as having an LSRP. Therefore, a Mott MacDonald LSRP will retain themselves through the NJDEP on-line services.

Once the LSRP is retained, the LSRP will review the deed notice and the Remedial Action Permit to determine specific requirements. It is assumed that the Borough has a copy of these documents and that an Open Public Records Act review of NJDEP files will not be required.

The LSRP will confirm that semi-annual inspections are required. The semi-annual inspections can be performed by the Borough and documented on a form that will be provided. The biennial inspection will be done by the LSRP in 2018.



We will prepare the required Remedial Action Protectiveness / Biennial Certification Form – Soils in May 2018 based on the inspections. The form will be sent to the Borough for review and approval prior to submittal to the NJDEP.

Costs

The proposed budget for the scope of work is \$2,000 based on the scope of work provided herein and assumes that the site conditions have not changed. The work will be conducted under the attached General Terms and Conditions. Mott MacDonald proposes to be reimbursed on the time and material basis. Labor charges will be based on the actual hours required to complete the work in accordance with our current rate schedule. If during the progress of the work, it is determined that additional services are required beyond those outlined in the Scope of Work herein due to changes in site conditions, we will notify the Borough and provide an estimate of the cost of the extra work. We will not conduct any additional work without authorization.

Mott MacDonald looks forward to working with the Borough on this project. Please call Roy Redmond if you have any questions on the LSRP program.

Very truly yours,

Handwritten signature of Roy Redmond in blue ink.

Roy Redmond
Principal Geologist
T 973.379.8745
roy.redmond@mottmac.com

Handwritten signature of Philip LiVecchi in blue ink.

Philip LiVecchi
Senior Vice President
T 973.912.3474
philip.livecchi@mottmac.com

GENERAL TERMS AND CONDITIONS

Article 1 - Implementation of the Purchase Order: Borough of Caldwell ("Client") hereby engages Mott MacDonald, LLC ("Consultant") and Consultant agrees, in accordance with the terms of Consultant's Proposal dated June 13, 2017 (hereinafter "the Proposal") and these General Terms and Conditions (hereinafter collectively referred to as "the Agreement") to perform professional consulting services ("Services") as specified herein.

Article 2 - Standard of Care Consultant shall perform its Services in accordance with that same standard of care practiced by reasonable and prudent professional engineers providing the same or similar services in the same geographic locality. Consultant does not guarantee the accuracy of any estimates of costs of construction that may be requested and shall not be responsible for any costs incurred exceeding any such estimates. Consultant shall be responsible for the safety of its own employees and those of its subcontractors, but shall not be responsible for safety of others on any project site.

Article 3 - Payment

- 3.1 Consultant may invoice the Client in accordance with the method set forth in Consultant's Proposal. The Client shall pay Consultant for each invoice within the time specified therein, or if no time is specified, within thirty (30) days of the date of the invoice.
- 3.2 If any item or part of an item of an invoice of Consultant is disputed or subject to question by the Client, the payment by the Client of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of section 3.1 shall apply to such part and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to Consultant. The provisions of section 3.1 shall apply to all disputed amounts finally determined payable to Consultant.
- 3.3 In the event the Client fails to make any payments to Consultant when such payments are due pursuant to the provisions of this Agreement, interest shall accrue on such late payments from the date due to the date of payment at the then prime rate of Consultant's bank plus 1 1/2% per annum, or as otherwise agreed in writing, and Consultant may suspend the performance of the Services until such payment is received.

Article 4 - Warranties CONSULTANT'S SERVICES SHALL NOT BE SUBJECT TO ANY EXPRESS OR IMPLIED WARRANTIES.

Article 5 - Plans, Specifications and Designs

- 5.1 Reports and other services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.
- 5.2 If any information furnished by the Client is determined by Consultant to be inaccurate or incomplete, Consultant shall notify the Client of the information which is inaccurate or incomplete, as the case may be, and Consultant shall be entitled to make any necessary changes in any Reports, design documents or construction documents at the expense of the Client. If the Client becomes aware of any information which is inaccurate or incomplete the Client shall notify Consultant of such information.

Article 6 - Reports and Deliverables

- 6.1 Upon receipt of final payment any reports or deliverables will become the property of the Client whether the Project is to be proceeded with or not. The copyright of the Reports shall be and remain with Consultant. Consultant hereby grants a non-exclusive assignable license under such copyrights to the Client to construct the Project.
- 6.2 Reports, deliverables, or memoranda issued to Client or otherwise resulting from any assignment hereunder are not to be used in whole or in part outside of Client's organization or provided to third parties (including but not limited to being used or provided in connection with any sale or offering for sale of securities, including without limitation stock, bonds, notes or any other instruments or transactions which call for investments, loans or other transfers of money) without the prior written approval of Consultant.

Article 7 - Extra Services

The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid by the Client for the performance of Extra Services on the same basis and at the same times as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.

Article 8 - Confidential Information

- 8.1 Consultant shall not disclose any confidential information of the Client relating to the Project communicated to or acquired by Consultant in the course of carrying out the Services which if known by others would have a material and adverse affect on the business and operations of the Client. Consultant shall use such confidential information only for purposes that relate to the performance of the Services and not for any other purpose without the consent of the Client. Similarly, the Client shall not disclose any confidential information of Consultant communicated to or acquired by the Client except as may be required by others who are performing work or services in connection with the Project and who have entered into a confidentiality agreement satisfactory to Consultant.
- 8.2 Confidential information shall not include any information which (a) was at the time of disclosure by the originating party (hereinafter the "Disclosing Party:") to the party to whom the Disclosing Party intended it (hereinafter the "Receiving Party" or thereafter became part of the public domain through no act or omission of the receiving party; or (b) became available to the Receiving Party from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from Receiving Party; or (c) was known to the Receiving Party at the time of disclosure thereof by the Disclosing Party; or (d) was required to be disclosed by law.

Article 9 - Insurance

- 9.1 Consultant shall obtain and maintain the following types and amounts of insurance coverage: workers' compensation-statutory; commercial general liability \$1million per occurrence/aggregate; automobile liability \$1 million per occurrence/aggregate; professional errors and omissions \$1 million per claim/aggregate.

- 9.2 During the period in which the Services are being performed, the Client shall at its own expense obtain and maintain insurance to limits which are customary for a project of the nature of the Project, including, but not limited to, fire and extended coverage, all risks insurance against physical loss or damage to property included in the Project, general comprehensive liability insurance and automobile insurance. Consultant shall be an additional named insured in the policies maintained by the Client for the Project.

Article 10 - Limitation of Liability and Waiver of Damages

Notwithstanding anything else to the contrary herein, the liability of Consultant to Client under this Agreement (whether by reason of breach of contract, tort or otherwise, including under any applicable indemnification provisions) shall be limited to the lesser of: (a) five times the amount of service fees paid to Consultant under this Agreement; or (b) the sum of \$1,000,000.00. In addition, Client and Consultant hereby waive their respective rights to any and all claims against each other for special, indirect or consequential damages of any nature whatsoever, arising out of or in any way related to the services to be performed under this Agreement.

Article 11 – Indemnifications

Each Party hereby agrees to indemnify and hold harmless the other party against all claims, demands, suits, judgments, liabilities, costs and reasonable attorney fees, to the extent caused by the negligence, gross negligence or wrongful misconduct of the indemnifying Party. This obligation shall include, without limitation, all claims and liens by any and all of indemnifying Party's contractors, agents and employees. In addition, the indemnifying Party shall pay any and all attorneys' fees, expenses, and costs incurred by the other Party which relate to the enforcement of the indemnity conditions and obligations of the indemnifying Party, including without limitation the additional insured protection and other insurance obligations of indemnifying Party, under the Agreement

Article 12 - Termination

- 12.1 Either party hereto may, at its option, terminate this Agreement upon written notice in the event the other party becomes insolvent, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors.
- 12.2 Either party shall be entitled to terminate this Agreement on 15 days' written notice to the other party in the event the other party is in material default of its obligations pursuant to this Agreement and such default have not been cured within 15 days following receipt of written notice of such default.

Article 13 - Force Majeure

If either party is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such Party so impacted shall be relieved of its obligations herein. Any party so impacted in whole or in part by force majeure shall promptly give the other party notice of the force majeure event including reasonably full particulars in respect thereof. Any party so impacted shall also be entitled to an equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.

Article 14 – Notice

Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the Consultant's Proposal. Notice given by facsimile transmission or telex shall be deemed to have been given on the day of transmittal, if transmitted during normal business hours, or on the next business day if transmitted outside of normal business hours. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

Article 15 - General

- 15.1 This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings or agreements either written or oral made or exchanged between the parties prior to the execution of this Agreement.
- 15.2 Consultant may not assign this Agreement except with the consent of the Client, which consent shall not be unreasonably withheld. Consultant shall not be liable or responsible for any means, methods, sequences, procedures or techniques of construction contractors or to ensure project site safety, such responsibilities and liabilities for construction and/or project site safety resting solely with the Client or parties other than Consultant.
- 15.3 This Agreement shall be governed by and construed in accordance with the laws of the state of the location of the project defined in the Proposal. Before submitting a dispute to the courts, the parties agree to submit such dispute to senior management to attempt to resolve the dispute.
- 15.4 Nothing in this Agreement shall create or shall be construed so as to create the relationship of principal and agent between the Client and Consultant, and for all purposes Consultant shall be an independent contractor in performing the Services.
- 15.5 No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.
- 15.6 The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.
- 15.7 The provisions of Articles 1, 2, 3, 6, 8 (Article 8 for a period of Five (5) years), 10 and 14 shall survive the suspension or termination of this Agreement.

Article 16 – Licensed Site Remediation Professional - ADDITIONAL TERMS APPLICABLE TO ENVIRONMENTAL PROJECTS

The following additional terms are made applicable to any environmental project on which Consultant has been retained to perform the services of a Licensed Site Remediation Professional ("LSRP"):

- 16.1 Client recognizes that the LSRP must fulfill a dual role, serving as Client's consultant while required to meet the responsibilities identified in the NJ Site Remediation Reform Act (SRRA; N.J.S.A. 58:10C-1 et seq.) including a priority of protection of public health, safety, and the environment. The LSRP typically acts without the oversight of the New Jersey Department of Environmental Protection ("NJDEP"), and is responsible for decisions and opinions consistent with the NJDEP Site Remediation Program. Client understands, acknowledges, and agrees that in the event that the LSRP's obligations conflict with the wishes or intentions of the Client, the LSRP is bound by law to comply with the NJDEP requirements.
- 16.2 Client acknowledges that Consultant must report an Immediate Environmental Concern [as defined in the Site Remediation Reform Act, C.58:10C-2] within the regulatory and mandatory time periods set forth in NJAC 7:26C, subchapter 3.
- 16.3 Consultant must also report any discharge of a toxic substance, if such discharge has not been previously reported.
- 16.4 Should any time deadline set forth in NJAC 7:26C not be met due to the acts or inaction of Client, Consultant shall not be liable for any additional costs, permit fees, fines, penalties or other costs that are assessed or incurred as a result of the failure to timely meet such deadline.

- 16.5 Consultant may issue a Remedial Action Outcome ("RAO") based upon its judgment that the remediation of the site in question has been completed and public health, safety and environment are protected. However, Client acknowledges and understands that the NJDEP can audit an RAO within three (3) years after its submission, and can rescind that RAO at its discretion. Client agrees that it will be responsible for payment of any additional costs to be incurred by Consultant, as well as its additional professional fees to be generated, as a result of such audit.
- 16.6 The Client agrees that the Client shall indemnify and defend Mott MacDonald, LLC a for any claim, loss, damage (including reasonable attorney's fees), and liability should the Client fail to:
 - Perform their affirmative obligation to remediate;
 - Adequately fund the remediation;
 - Review documents or take action in a timely manner;
 - Disclose relevant information; and/or
 - Follow the LSRP's recommendations
- 16.7 The Client acknowledges that while the work performed by Mott MacDonald, LLC shall be performed in accordance with the LSRP Program and professional industry standards, Mott MacDonald, LLC does not guarantee the long-term effectiveness of the remedial work.
 - Remedy failure can be caused by many factors and no claim of liability, loss, or damage shall be brought against Mott MacDonald, LLC by the Client and /or Person Responsible for Conducting the Remediation (PRCR); and
 - The issuance of an RAO by the LSRP is not a guarantee or warranty that the site is free of contamination, that the remediation complies with all legal requirements, or that the RAO will be accepted by NJDEP.
- 16.8 Where prior remedial work has been performed and Mott MacDonald, LLC is retained by a Client to be the LSRP of Record, the LSRP must have the ability to make judgments regarding the adequacy of work, based on compliance with applicable statute, regulations, and guidance.
- 16.9 Mott MacDonald, LLC has an obligation to submit documents to NJDEP that verify the remediation process in accordance with applicable NJDEP regulations and guidance in effect at the time the document was submitted and provide evidence that the remedy was protective of human health, safety, and the environment.
 - The PRCR, and not Mott MacDonald, LLC, is responsible for document retention.
 - Confidential documents, e.g. those prepared by counsel or by the LSRP under attorney-client work product privilege, may be excluded from the submission and/or record retention requirements provided they have been characterized as such by the Client or the PRCR.

BOROUGH OF CALDWELL

MOTT MACDONALD, LLC

By _____

By: 
Philip A. LiVecchi, Senior Vice President

Its: _____

Date: _____

Date: _____



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-154

Date of Adoption: June 20, 2017

AUTHORIZING THE ADOPTION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM

WHEREAS, Emergency Response to critical incidents, whether natural or manmade, requires integrated professional management; and

WHEREAS, Unified Command of such incidents is recognized as the management model to maximize the public safety response; and

WHEREAS, The National Incident Management System, herein referred to as NIMS, has been identified by the Federal Government as being the requisite emergency management system for all political subdivisions; and

WHEREAS, Failure to adopt NIMS as the requisite emergency management system may preclude reimbursement to the political subdivision for costs expended during and after a declared emergency or disaster and for training and preparation for such disasters or emergencies.

THEREFORE, It shall be the public policy of the County of Essex Borough of Caldwell to adopt the NIMS concept of emergency planning and unified command. It shall further be the policy of the County of Essex Borough of Caldwell to train public officials responsible for emergency management.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-155

Date of Adoption: June 20, 2017

TITLE:

AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE #16-00001, Block 2, Lot 8.01

WHEREAS, at the Borough of Caldwell Tax Sale held on December 22, 2016, a lien was sold on Block 2, Lot 8.01 also known as 5 Crane Street in Caldwell, NJ for delinquent Water; and

WHEREAS, this lien, known as Tax Sale Certificate 16-00001, was sold to TRYSTONE CAPITAL; and

WHEREAS, the homeowners bank has effected redeemed the Certificate 16-00001 in the amount of \$482.62 with a Premium of \$1,000.00 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 \$1,482.62 payable to the lien holder TRYSTONE CAPITAL ASSESTS, LLC for the redemption of Tax Sale Certificate 16-00001

Certificate 16-00001

PRINCIPAL.....	\$	427.62
PREMIUM.....	\$	1,000.00
RECORDING FEES.....	\$	<u>55.00</u>
TOTAL	\$	1,482.62

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

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: 6-156

Date of Adoption: June 20, 2017

TITLE:

AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH JUNE 20, 2017 FOR 2017/2016 BILLS IN THE TOTAL AMOUNT OF \$517,495.95

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 2016 and/or 2017 appropriation for said purpose;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Caldwell that the, Borough Administrator and Deputy Clerk 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

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-157

Date of Adoption: June 20, 2017

TITLE:

**RESOLUTION TO AMEND THE BOROUGH OF CALDWELL 2017 MUNICIPAL BUDGET
AS INTRODUCED AND APPROVED ON MAY 16, 2017**

WHEREAS, the local municipal budget for the year 2017 was approved on the 16th day of May, 2017; and

WHEREAS, the public hearing on said budget has been held as advertised, and,

WHEREAS, it is desired to amend said approved budget;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Caldwell, in the County of Essex, State of New Jersey, that the following amendments to the approved budget of 2017 be made:

	<u>FROM</u>	<u>TO</u>
Anticipated Revenues:		
6. Amount to be raised for Support of Municipal Budget		
a) Local Tax for Municipal Purposes Including		
Reserve for Uncollected Taxes	\$ 7,271,237.03	\$ 7,305,633.62
Total Amount to be Raised for Support		
of Municipal Budget	<u>7,632,136.36</u>	<u>7,666,532.95</u>
7. Total General Revenues	<u>\$ 12,334,478.76</u>	<u>\$ 12,368,875.35</u>
8. General Appropriations:		
(A) OPERATIONS - within "CAPS"		
GENERAL GOVERNMENT:		
Legal Services and Costs:		
Other Expenses	\$ 75,568.00	\$ 83,068.00
Insurance:		
Employee Group Health	<u>1,213,410.40</u>	<u>1,242,787.68</u>
Total Operations (Item 8(A)) within "CAPS"	<u>6,924,357.47</u>	<u>6,961,234.75</u>
Total Operations including Contingent	<u>6,924,357.47</u>	<u>6,961,234.75</u>
within "CAPS"		
Detail:		
Other Expenses	<u>3,745,766.19</u>	<u>3,782,643.47</u>
(E) Deferred Charges and Statutory Expenditures -		
(2) STATUTORY EXPENDITURES:		
Contribution to:		
Public Employees' Retirement System	66,801.99	64,714.04
Police and Firemen's Retirement System of N.J.	<u>449,680.44</u>	<u>449,175.23</u>
Total Deferred Charges and Statutory Expenditures		
- Municipal Within "CAPS"	<u>667,481.32</u>	<u>664,888.16</u>
(H-1) Total General Appropriations for Municipal		
Purposes Within "CAPS"	<u>7,591,838.79</u>	<u>7,626,122.91</u>
(L) Subtotal General Appropriations - Items		
(H-1) and (O)	<u>12,231,990.75</u>	<u>12,266,274.87</u>
(M) Reserve for Uncollected Taxes	<u>102,488.01</u>	<u>102,600.48</u>
9. Total General Appropriations	<u>\$ 12,334,478.76</u>	<u>\$ 12,368,875.35</u>



**BOROUGH OF CALDWELL
NEW JERSEY**



BE IT FURTHER RESOLVED, that three certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for their certification of the local municipal budget so amended.

It is hereby certified that this is a true copy of a resolution amending the budget, adopted by the governing body on the 20th day of June, 2017.

Lisa O'Neill, Deputy Clerk
Borough of Caldwell

It is hereby certified that the budget amendment annexed hereto and hereby made a part hereof is an exact copy of the original on file with the Clerk of the Borough of Caldwell, that all additions are correct, that all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me this 20th day of June 2017:

Heidi Wohlleb, Registered Municipal Accountant
Nisivoccia LLP

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Cascarano						Capozzoli				
Hauser						Brown				
O'Donnell						Rodgers				

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.