



***BOROUGH OF CALDWELL
NEW JERSEY***



**COUNCIL BUSINESS MEETING
August 5, 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

August 5, 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

July 15, 2014

PRESENTATION

Mayor Dassing - Certificates of Award

PUBLIC HEARING AND ADOPTION OF ORDINANCES

ORDINANCE #1298-14: CAPITAL ORDINANCE OF THE BOROUGH OF CALDWELL, COUNTY OF ESSEX, STATE OF NJ AUTHORIZING PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF CALDWELL, APPROPRIATING THEREFOR THE SUM OF \$32,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND

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.

8-165	RESOLUTION AUTHORIZING GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT EXTENTION JULY 2014 - JUNE 2019
8-166	RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO BATTAGLIA ASSOCIATES, LLC FOR FINANCIAL MANAGEMENT SERVICES FOR THE BOROUGH OF CALDWELL
8-167	RESOLUTION AUTHORIZING INCLUSION IN THE ESSEX COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEARS 2015-2017
8-168	RESOLUTION SUPPORTING THE DRIVE SOBER OR GET PULLED OVER 2014 STATEWIDE CRACKDOWN



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8-169	AUTHORIZING THE APPOINTMENT OF James Henry AS A FIREFIGHTER IN THE CALDWELL VOLUNTEER FIRE DEPARTMENT
8-170	AUTHORIZING THE APPOINTMENT OF Andrew Henderson AS A FIREFIGHTER IN THE CALDWELL VOLUNTEER FIRE DEPARTMENT
8-171	AUTHORIZING THE APPOINTMENT OF Matthew O'Hern AS A FIREFIGHTER IN THE CALDWELL VOLUNTEER FIRE DEPARTMENT
8-172	AUTHORIZING ISSUANCE OF ONE (1) TAXICAB LICENSE TO Star Taxi Car Service, Alaa Z. Farhan, 340 Bloomfield Avenue, Caldwell, NJ 07003. APPLICATION AND APPLICANT HAVE BEEN APPROVED BY APPROPRIATE MUNICIPAL DEPARTMENTS
8-173	AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00018 BLOCK 57.01, LOT 1.08
8-174	AUTHORIZING THE APPOINTMENT OF RENT REVIEW BOARD MEMBERS
8-175	RESOLUTION AUTHORIZING A REVIEW OF COMPLIANCE WITH PRIOR ANNUAL CONTINUING DISCLOSURE OBLIGATIONS AND PARTICIPATION IN THE SECURITIES AND EXCHANGE COMMISSION'S MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
8-176	AUTHORIZING THE APPOINTMENT OF ZONING BOARD OF ADJUSTMENT MEMBER
8-177	AUTHORIZING THE AWARD OF A CONTRACT FOR THE ERWIN PLACE WATER MAIN REPLACEMENT PROJECT TO MSP CONSTRUCTION CORP., 126 WALNUT STREET, NEWARK, N.J. 07105 IN THE AMOUNT OF \$179,187.90
8-178	RESOLUTION AMENDING RESOLUTION 6-133 AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR A REVISED LUMP SUM COST OF \$11,800 FOR DESIGN SERVICES AND LUMP SUM COST OF \$2,700 FOR BIDDING SERVICES
8-179	RESOLUTION ESTABLISHING SALARIES OR WAGES OF OFFICIALS AND EMPLOYEES FOR 2014
8-180	RESOLUTION AUTHORIZING THE APPROVAL OF AN ENGINEERING SERVICES CHANGE ORDERS FOR THE CEDARS ROAD IMPROVEMENT PROJECT IN THE AMOUNT OF \$22,970.00
8-181	RESOLUTION AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS PROJECTS IN THE BOROUGH OF CALDWELL

COUNCIL COMMITTEE REPORTS

Borough Council Members



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REPORT OF MAYOR

Mayor Dassing

REPORT OF BOROUGH ADMINISTRATOR

Paul M. Carelli

REPORT OF POLICE CHIEF

James Bongiorno

REPORT OF ESSEX COUNTY LIASSON

James Jude Jorgensen, QPA

NEW BUSINESS

1. Parking Meters – Sign request

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.

1. Contracts / Agreement – DPW
2. Litigation – Gleason Update

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 8/01/2014 with all available information as of this date. This agenda has been sent to four official newspapers of the Borough on 8/01/2014 in compliance with P. L. 1975, c 213

Lisa O'Neill, Deputy Clerk.

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – July 15, 2014**

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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 7:05PM

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

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

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.

PLEDGE OF ALLIGENCE

APPROVAL OF MINUTES:

July 1, 2014

Moved by Council President Hauser, seconded by Councilman O'Donnell. No Discussion. On roll call, all present voted in the affirmative. Councilman Kelley abstained. Minutes approved 07/15/14.

PUBLIC HEARING OF GREEN ACRES LANDSCAPING PLAN:

Open to Public by Council President Hauser, 2nd by Councilman O'Donnell

Public Hearing on Landscaping Plan – 27 Personette Street

INTRODUCTION OF ORDINANCES:

ORDINANCE #1298-14: CAPITAL ORDINANCE OF THE BOROUGH OF CALDWELL, COUNTY OF ESSEX, STATE OF NJ AUTHORIZING PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF CALDWELL, APPROPRIATING THEREFOR THE SUM OF \$32,000 FROM THE SEWER CAPITAL IMPROVEMENT FUND

Moved by Councilman O'Donnell, seconded by Councilman Kelley. Discussions Ensued. On roll call, all present voted in the affirmative. Ordinance Introduced 07/ 15/14.

PUBLIC HEARING AND ADOPTION OF ORDINANCES:

Moved by Council President Hauser, seconded by Councilman Kelley to open to the public for adoption of ordinances.

ORDINANCE #1297-14: AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE CHAPTER GOVERNING VEHICLES AND TRAFFIC

Moved by Council President Hauser, seconded by Councilman Kelley. Discussions Ensued. On roll call, all present voted in the affirmative. Ordinance Adopted 07/ 15/14.

OPEN PUBLIC COMMENTS ON RESOLUTIONS:

Moved by Councilman Kelley, seconded by Councilman Capozzoli to open to the Public for Consent Agenda

RESOLUTIONS – CONSENT AGEND

7-153: AUTHORIZING THE ISSUING OF A SPECIAL LIQUOR PERMIT. APPLICANT AND APPLICATION HAS BEEN APPROVED BY THE POLICE DEPARTMENT AND THE CLERK'S OFFICE – Caldwell Public Library Foundation

7-154: AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE –Grover Cleveland Park Conservancy/ Off Premise – 50/50 Raffle, July 30, 2014 – 6:00PM – 10:00PM

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – July 15, 2014**

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- 7-155:** AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE – St. Aloysius Church/ Off Premise – 50/50 Raffle, September 21, 2014 – 4:00PM
- 7-156:** AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE – Caldwell Public Library Foundation/ Off Premise – 50/50 Raffle, October 11, 2014 – 10:30PM
- 7-157:** AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00005 BLOCK 15, LOT 2
- 7-158:** RESOLUTION AUTHORIZING REFUND OF OVERPAYMENT DUE TO DUPLICATE PAYMENT OF TAXES ON BLOCK 46, LOT 18, FOR PROPERTY AT 108 WESTVILLE AVENUE, JOHN J. ALWORTH
- 7-159:** AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH JULY 15, 2014 FOR 2013/2014 BILLS IN THE TOTAL AMOUNT OF \$8,121,431.19
- 7-160:** AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES TO PROVIDE ENGINEERING SERVICES FOR THE INVESTIGATION OF THE BOROUGH'S SANITARY SEWERS IN THE AREA OF PASSAIC AVENUE AND WESTVILLE AVENUE
- 7-161:** RESOLUTION ENDORSING THE ADOPTION OF AN ENVIRONMENTALLY PREFERABLE PURCHASING POLICY (GREEN PURCHASING POLICY) IN THE BOROUGH OF CALDWELL
- 7-162:** RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR SURVEYING SERVICES FOR PROPOSED STREET LIGHT IMPROVEMENTS ALONG BLOOMFIELD AVENUE WITHIN THE BOROUGH OF CALDWELL
- 7-163: TABLED**
- 7-164:** RESOLUTION TO ADOPT THE SUSTAINABLE JERSEY GREEN GROUNDS AND MAINTENANCE POLICY

CONSENT

Moved by Councilman, Kelley seconded by Councilman Capozzoli. Discussions Ensued. On roll call, all present voted in the affirmative. Resolutions approved 07/15/14.

COUNCIL COMMITTEE REPORTS:

Council President Hauser reported that the Environmental Committee meeting last week and an outside representative went through the Environmental Inventory information. In addition the shared service committee has met twice in the past month and the response that we received from one of our neighbors with combining services did not work and we are taking a different approach.

Mayor Dassing reported that she received from the chairman of the Historic Preservation Commission a letter in response the submittal of the application for approval to participate in the Certify Local Government Program. There are some comments on the ordinance as it stands and the Mayor asked Greg Mascera to look it over and maybe there will need to be some modifications. A flyer was handed out to the Council and there will be a Restaurant week in Caldwell on August 10th – 17th with a list of restaurants that are participating and there will be a fixed price on the meals. In addition we will be participating in the ½ Valentine's day. The grant application that we wrote for the Pine Brook remediation, we were not selected to go to the next level there were two people in front of us that had a stronger application.

BOROUGH ADMINISTRATOR:

Paul Carelli reported on the phone system all the wiring has been completed and he has authorized our new provider to switch the phone to our current provider.

We have authorized our Capital Improvement Ordinance and at the next meeting he would like present a list of priorities to do and have the Council vote on that.

The CDBG reached out to Paul and informed him that he will not be able to apply for the bus in that particular area they may not have the funds available. It is being pushed off to the end of the year and we need to find something else to apply for this month.

Paul handed out the 2014 sewer audit which is 300 pages and the Council will receive the first 9 pages which talk about new equivalent connections for each town and how that was arrived at, the budget and the rest of the audit is the back up of each town.

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
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Page 3 of 3

Greg Mascera will be drafting a new sewer agreement with each town so we can have a templet that would be available for distribution.

REPORT OF POLICE CHIEF:

James Bongiorno reminded the residents of our permanent prescription drop off at the Police Department 24hours a day 7 days a week, you can drop off expired unused medication. Last quarter we took in 44lbs and we are getting great participation. Also, if the resident go away this summer please let the Police Department know. They keep track of the vacant houses and do property checks.

REPORT OF ESSEX COUNTY LIASSON:

James Jorgensen reported that today they had a press conference and a ribbon cutting for the educational center at the Turtle Back Zoo.

OLD BUSINESS:

Mayor Dassing asked Paul for an update on the netting solution. Paul Carelli responded that at the last meeting we decided we were going to go back to square one with the netting solution that is currently on the back of our parking lot and he is getting pricing for 40 and 48 Roseland Avenue which is estimated at \$400-\$500 apiece and there they would probably need about 12. He will have that for next meeting and will contact West Caldwell and possibly the college to see if they would contribute that cost. We would provide the canopies with the netting and ask the apartments to have that set up.

Mayor Dassing asked Paul if we could have a conversation with West Caldwell Recreation to help us also.

Mayor Dassing reported that the Downtown Committee has put together some language for an RFP to go out for companies that might be interested in helping us with a Feasibility Study for the creation of special improvement district in the downtown.

OPEN PUBLIC MEETING:

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

There being no additional business to be conducted a motion to adjourn the meeting was made by Councilman Capozzoli, seconded by Council President Hauser unanimously affirmed by all members present, the meeting was adjourned at 7:48P.M.

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

DATE



BOROUGH OF CALDWELL
NEW JERSEY



ORDINANCE# 1298-14

CAPITAL ORDINANCE OF THE BOROUGH OF CALDWELL, COUNTY OF ESSEX, STATE OF NJ
AUTHORIZING PUBLIC IMPROVEMENTS IN, BY AND FOR THE BOROUGH OF CALDWELL,
APPROPRIATING THEREFOR THE SUM OF \$32,000 FROM THE SEWER CAPITAL IMPROVEMENT
FUND

BE IT ORDAINED by the Council of the Borough of Caldwell, County of Essex, State of New Jersey, (not less than 2/3 of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in section 3 of this ordinance are hereby authorized as improvements to be made by the Borough of Caldwell in the County of Essex. For said improvements or purposes stated in section 3, there is hereby appropriated the sum of \$32,000.

SECTION 2. For financing of said improvements and to meet the costs and expenses in connection therewith, there is hereby appropriated the sum of \$32,000 from the following source by virtue of its availability for these purposes from funds provided in a budget or budgets of the Borough of Caldwell heretofore adopted:

Sewer Capital Improvement Fund \$32,000

SECTION 3. The improvements hereby authorized for which the aforesaid sum is appropriated are as follows:

Improvements related to the Passaic Avenue Sewer Overflow including all labor, material costs and appurtenances necessary and suitable thereto \$32,000

SECTION 4. Said improvements are lawful capital improvements of the Borough having a period of usefulness of at least five (5) years. Said improvements shall be made as general improvements, no part of the cost of which shall be assessed against property specially benefited.

SECTION 5. The capital budget is hereby amended to conform with the provisions of this capital ordinance to the extent of any inconsistency therewith and the resolutions promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director, Division of Local Government Services, is on file with the Borough Clerk and is available for public inspection.

SECTION 6. This capital ordinance shall take effect at the time and in the manner provided by law.

DATE OF FIRST READING: July 15, 2014 DATE OF SECOND READING: August 5, 2014
DATE OF PUBLICATION: July 24, 2014 DATE OF ADOPTION: August 5, 2014
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

Table with 10 columns for council members and their votes (Yes, No, Absent, Abstain). Rows include Hauser, O'Donnell, Kelley, Rodgers, Durkin, and 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**



Resolution No: 8-165

Date of Adoption: August 5, 2014

TITLE:

RESOLUTION AUTHORIZING GOVERNOR’S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT EXTENTION JULY 2014 – JUNE 2019

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, the Borough Council of Caldwell, County of Essex, State of New Jersey, recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Borough of Caldwell Council, further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Borough of Caldwell Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Essex.

NOW, THEREFORE, BE IT RESOLVED by the Borough of Caldwell, County of Essex, State of New Jersey hereby recognizes the following:

1. The Borough of Caldwell Council does hereby authorize submission of a strategic plan for the Caldwell / West Caldwell Municipal Alliance grant for the 2014 fiscal year (July 1, 2014 – June 30, 2015) in the amount of:

- A) DEDR \$ 27,700.00 (West Caldwell Township will administer the DEDR Funds)
- B) Cash Match \$ 17,500.00 (Caldwell Pays \$5,500.00)
- C) In Kind \$ 54,950.00

TOTAL ALLIANCE BUDGET (A+B+C) = \$100,150.00

2. The Borough of Caldwell Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Ann Dassing, Mayor

CERTIFICATION

I, Lisa O’Neil, Deputy Clerk of the Borough of Caldwell, County of Essex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough of Caldwell Council on this 5th day of Auguts 2014.

Lisa O’Neill, Deputy Clerk

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: 8-166

Date of Adoption: August 5, 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO BATTAGLIA ASSOCIATES, LLC FOR FINANCIAL MANAGEMENT SERVICES FOR THE BOROUGH OF CALDWELL

WHEREAS, the Borough of Caldwell has a need to acquire financial management services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and,

WHEREAS, the Borough Administrator has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is 1 year and may be extended 2 times as approved by the Mayor and Council of the Borough of Caldwell; and

WHEREAS, the initial term of this contract is from July 1, 2014 to June 30, 2015; and

WHEREAS, Battaglia Associates, LLC has submitted a proposal on July xx, 2014 indicating they will provide financial management services to the Borough of Caldwell for fee of \$73,870.30; and

WHEREAS, Battaglia Associates, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Battaglia Associates, LLC has not made any reportable contributions to a political or candidate committee in the County of Essex and Borough of Caldwell in the previous one year, and that the contract will prohibit the Battaglia Associates, LLC from making any reportable contributions through the term of the contract, 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 that the Mayor and Council of the Borough of Caldwell authorizes the Borough Administrator to enter into a contract with Battaglia Associates, LLC as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

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

BATTAGLIA ASSOCIATES, LLC

TAXPAYER ID# 41-2107433

Proposal for the Borough of Caldwell for Financial Management Services

Battaglia Associates will assign support staffing to the CFO in all his duties to provide financial management services.

The Support Staff that will be assigned to undertake these duties are Gary Battaglia, Justine Puleo, Joshua McCrohan and any other CMFO or other staff that would be mutually agreed to by the Business Administrator, providing they have relevant experience in municipal government management.

Battaglia Associates LLC will provide the following services:

- Provide general assistance and advice to the Borough Administrator in the management of and execution of financial management services.
- Provide technical and policy information and assistance to the Borough Council and Council Committees, and or staff members.
- Direct and coordinate the day-to-day operations of the Finance Department as well as provide guidance via internet and phone support as needed.
- Interface with the auditors and Division of Local Government Services on all routine financial business matters.
- Administer the central accounting system of the Borough.
- Review internal controls (financial related) of all departments to ensure compliance.
- Over see the Treasury collection activity and custody of public funds.
- Prepare analysis and forecasting of financial information as requested.
- Provide analysis and budget preparation for Municipal, Capital, Water, and Sewer Utilities.
- Review financial operations and business/work processes in the Finance Department and drive changes to improve efficiency, promote economies and enhance performance.
- Reconcile all bank accounts each month
- Work with Collector's Office to manage all cash reporting through the Borough's financial management system.
- Prepare and issue monthly budget reports including Budget to Actual status and Revenue reports.
- Manage State Grants. Monitor timely funding requisitions and draw downs by departments.
- On a monthly basis, maintain all journals and ledgers, including subsidiary ledgers for all funds.
- Prepare and record journal entries.
- Prepare Supplemental Debt Statements.

Listing of typical services not included in the scope of services outlined above:

Outside Auditor to do Annual Financial Statement and Annual Debt Statement

Contract Term:

One Year, beginning July 01, 2014 and ending June 30, 2015.

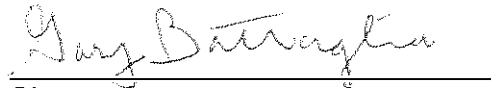
Fees:

Flat fee \$6,502.50/month

If Battaglia Associates is still employed by the borough after one year's service, our fee will automatically increase a minimum of 2% per year, until further negotiated.

The billing rate for expanded services is \$125 per hour.

Should we determine there are issues that will prevent us from reaching our internal service standards or if the borough is not 100% satisfied with our service, either party can terminate contract at the conclusion of the any month with or without cause.



Signature

Signature

Gary Battaglia, President
Print name and title

Paul Carelli, BA
Print name and title

Battaglia Associates LLC
Company Name

Borough of Caldwell
Borough Name

Dated: 07/01/2014

Dated: / /2014

Disclosure:

Battaglia Associates LLC has a working relationship and /or partnership agreement with the following companies which may or may not, currently or in the future, contract with the Borough: ADP, MUNIDEX, MUNIDEX_{BA}

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ SS:

I, Gary Battaglia residing in Warren
(Name of affiant) (Name of municipality)

in the County of Somerset and State of New Jersey

of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm BATTAGLIA ASSOCIATES LLC
(Title or position) (Name of firm)

The bidder making the Proposal for the Financial Management Services (Title of bid proposal) and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that there lies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to before me this day
July 17, 2014

Gary Battaglia
Signature

Catherine D. Cameron

Gary Battaglia
(Type or print name of affiant under signature)

Notary public of State of New Jersey

My Commission expires Oct. 31, 2016

(Seal)

CATHERINE D. CAMERON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 31, 2016

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: ESSEX

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STANDARD BID DOCUMENT REFERENCE

		Reference: VII-C
Name of Form:	STOCKHOLDER DISCLOSURE CERTIFICATION	
Statutory Reference:	N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)	
Instructions Reference:	Statutory and Other Requirements VII-C	
Description:	Meets statutory criteria for disclosure of bidder's ownership.	

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business BATTAGLIA ASSOCIATES LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: GARY N BATTAGLIA

Name: _____

Home Address: 25 SANDALWOOD DR

Home Address: _____

WARREN, NJ. 07059

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 1 day of August, 2014

(Notary Public)

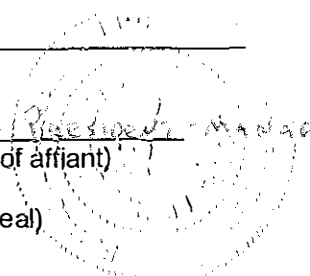
My Commission expires:

Catherine D. Cameron
CATHERINE D. CAMERON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 31, 2016

Gary Battaglia
(Affiant)

GARY BATTAGLIA - President - Manager
(Print name & title of affiant)

(Corporate Seal)



BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF CALDWELL

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Battaglia Associates LLC** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **August 5, 2014** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **Borough of Caldwell** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

O'Donnell & Capozzoli Friends of Tom and Pat, Joint Candidates Committee	Rodgers Vezza & Flack Campaign Fund, Joint Candidates Committee
Ann Dassing, Mayor	Dassing Brown & Cassarano, Joint Candidate Committee
Richard Hauser, Councilman	Francis X. Rodgers, Councilman
Thomas O'Donnell, Councilman	Edward Durkin, Councilman
John Kelley, Councilman	Pasquale Capozzoli, Councilman

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
GARY BATTAGLIA	25 SANDALWOOD DR WARREN NJ 07059

Part 3 – Signature and Attestation:

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

Name of Business Entity: BATTAGLIA ASSOCIATES LLC
 Signature of Affiant: Gary Battaglia Title: PRESIDENT - MANAGER
 Printed Name of Affiant: GARY BATTAGLIA Date: 8-1-2014

Subscribed and sworn before me this 1 day of August, 2014.
 My Commission expires: _____
 CATHERINE D. CAMERON
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES OCT. 31, 2016
Catherine D. Cameron
 (Witnessed or attested by)

 (Seal)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
BOROUGH OF CALDWELL

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: . . .; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BATTAGLIA ASSOCIATES,LLC

**Trade Name:**

**Address:** 25 SANDALWOOD DRIVE  
WARREN, NJ 07059-5256

**Certificate Number:** 1099631

**Effective Date:** March 15, 2011

**Date of Issuance:** January 31, 2013

**For Office Use Only:**

20130131133023809



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-167

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION AUTHORIZING INCLUSION IN THE ESSEX COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEARS 2015-2017**

**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 2015-2017; 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.

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

**WHEREAS**, by June 21, 2014 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 2015, 2016 and 2017 (June 1, 2015- May 30, 2017).

**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

**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, 2014, by and between the **County of Essex**, a body politic and corporate of the State of New Jersey (“County”), and the **Borough of Caldwell**, 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 funds from Federal fiscal years 2015, 2016, and 2017 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.

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 sub recipients 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 expanded 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, 2014, and extend through the federal fiscal years 2015-2017, which ends August 30, 2017, 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 20<sup>th</sup> 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.

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:

\_\_\_\_\_

Paul M. Carelli – Borough of Caldwell

\_\_\_\_\_

Ann Dassing - Mayor

Date

County of Essex

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

Joseph N. Divincenzo, Jr.

Essex County Executive

\_\_\_\_\_

Clerk

(Seal)

\_\_\_\_\_

Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_

James Paganelli Esq., County Counsel



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-168

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION SUPPORTING THE DRIVE SOBER OR GET PULLED OVER  
2014 STATEWIDE CRACKDOWN**

WHEREAS, impaired drivers on our nation’s roads kill someone every 30 minutes, 50 people per day and almost 18,000 people each year; and

WHEREAS, 22% of motor vehicle fatalities in New Jersey in 2013 are alcohol-related; and

WHEREAS, an enforcement crackdown is planned to combat impaired driving; and

WHEREAS, the summer season and the Labor Day holiday in particular are traditionally times of social gatherings which include alcohol; and

WHEREAS, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the *Drive Sober or Get Pulled Over 2014 Statewide Crackdown*; and

WHEREAS, the project will involve increased impaired driving enforcement from August 15 through September 1, 2014; and

WHEREAS, an increase impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough of Caldwell and the Caldwell Police Department declare its support for the *Drive Sober or Get Pulled Over 2014 Statewide Crackdown* from August 15 through September 1, 2014 and pledges to increase awareness of the dangers of drinking and driving.

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

|           |  |  |  |  |  |           |  |  |  |  |
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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

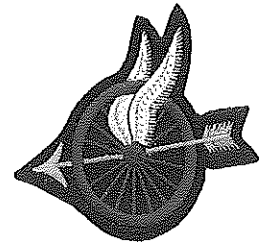
\_\_\_\_\_  
Ann Dassing, Mayor



# Caldwell Police Department

## TRAFFIC SAFETY BUREAU

One Provost Square – Caldwell, NJ 07006  
(973) 226-2600 – Fax (973) 226-0026



JAMES H. BONGIORNO  
*Chief*

MICHAEL J. PELLEGRINO  
*OIC, Traffic Safety Bureau*

---

**TO:** Paul Carelli, Borough Administrator

**FROM:** Sergeant Mike Pellegrino

**DATE:** July 29, 2014

**SUBJECT:** DRIVE SOBER OR GET PULLED OVER STATEWIDE CRACKDOWN AUGUST 15  
– SEPTEMBER 01, 2014 GRANT

**REF:** DHTS Grant Guidelines

Paul,

Attached is the resolution for the Mayor and Council approval adopting the **DRIVE SOBER OR GET PULLED OVER 2014 STATEWIDE CRACKDOWN** for the Borough of Caldwell and the Caldwell Police Department. It is mandated by the guidelines set forth by DHTS (Division of Highway Traffic Safety) that the Borough adopts the project by resolution.

Any questions or additional information please let me know.

Thank you.

**SERGEANT MICHAEL PELLEGRINO**  
**OIC, TRAFFIC BUREAU**



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-169

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE APPOINTMENT OF James Henry AS A FIREFIGHTER  
IN THE CALDWELL VOLUNTEER FIRE DEPARTMENT**

**BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the appointment of James Henry, 50 Crane Street, Caldwell, New Jersey as a firefighter in the Caldwell Volunteer Fire Department effective .

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-170

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE APPOINTMENT OF Andrew Henderson AS A FIREFIGHTER  
IN THE CALDWELL VOLUNTEER FIRE DEPARTMENT**

**BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the appointment of Andrew Henderson, 40 Roseland Avenue, Apt A2, Caldwell, New Jersey as a firefighter in the Caldwell Volunteer Fire Department effective.

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-171

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE APPOINTMENT OF Matthew O'Hern AS A FIREFIGHTER  
IN THE CALDWELL VOLUNTEER FIRE DEPARTMENT**

**BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the appointment of Matthew O'Hern, 91 Deerfield Road, West Caldwell, New Jersey as a firefighter in the Caldwell Volunteer Fire Department effective .

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-172

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING ISSUANCE OF ONE (1) TAXICAB LICENSE TO Star Taxi Car Service, Alaa Z. Farhan, 340 Bloomfield Avenue, Caldwell, NJ 07003. APPLICATION AND APPLICANT HAVE BEEN APPROVED BY APPROPRIATE MUNICIPAL DEPARTMENTS**

**BE IT RESOLVED** by the Borough Council of the Borough of Caldwell, New Jersey, that they have no objections to the issuance of one (1) Taxicab License to Star Taxi Car Service, Alaa Z. Farhan, 340 Bloomfield Avenue, Caldwell, New Jersey 07003 from August 19, 2014 through April 1, 2015. Applicant and application have been approved by the appropriate municipal departments

2004 Lincoln Town Car

1LNHM81W54Y650678

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-173

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00018 BLOCK 57.01, LOT 1.08**

**WHEREAS**, at the Borough of Caldwell Tax Sale held on December 27, 2013, a lien was sold on Block 57.01, Lot 1.08 also known as 12 Parkway West in Caldwell, NJ for delinquent Water; and

**WHEREAS**, this lien, known as Tax Sale Certificate 13-00018, was sold to US BANK CUST-PROCAPITAL 11, LLC US TLSG; and

**WHEREAS**, the HOMEOWNERS BANK has effected redeemed the Certificate 13-00018 in the amount of \$1007.54; and WITH A PREMIUM AMOUNT OF \$700.00 TO ALSO BE RETURNED TO THE LIEN HOLDER.

**NOW THEREFORE BE IT RESOLVED** that authorization is hereby given to issue a check in the amount of \$1,707.54 payable to US BANK CUST-PROCAPITAL 11, LLC US BANK TLSG for the redemption of Tax Sale Certificate 13-00018

Certificate 13-00018

|                           |        |                     |
|---------------------------|--------|---------------------|
| PRINCIPAL.....            | \$     | 955.54              |
| RECORDING FEES.....       | \$     | 52.00               |
| PREMIUM.....              | \$     | <u>700.00</u>       |
| <br>TOTAL REDEMPTION..... | <br>\$ | <br><b>1,707.54</b> |

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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

July 7, 2014 1:19PM  
01:22 PM

BOROUGH OF CALDWELL  
Lien Redemption Work Sheet

00136537577

Certificate: 13-00018  
Prop Loc: 12 PARKWAY WEST

Owner: LODATO, MICHELLE  
Address: 12 PARKWAY WEST  
CALDWELL, NJ 07006

Type of Lien: Outside  
Interest Rate: 0.00  
Apr 2: N  
Premium: 700.00

Block/Lot/Qual: 57.01  
Sale Date: 12/27/13  
Redemption Calculation Date: 07/30/14  
Include Current Charges: Y

1.08  
Holder Name: US BANK CUST-PROCAPITAL 11, LLC  
Address: U.S. BANK TLSG  
50 SOUTH 16TH ST, SUITE 1950  
PHILADELPHIA, PA 19102

Holder Id: 00033

TAX SALE CERTIFICATE:

| Balance Type         | Principal | Interest                    | Total  |
|----------------------|-----------|-----------------------------|--------|
| Water                | 416.85    | 41.69                       | 458.54 |
|                      |           | Cost: 65.00                 | 523.54 |
|                      |           | Total Certificate:          | 0.00   |
| #Days: 213 Per Diem: | 0.000000  | Int on Cert:                | 10.47  |
|                      |           | Redemption Penalty (2.00%): | 534.01 |
|                      |           | Total:                      |        |

SUBSEQUENT CHARGES:

| Balance Type | Year Prd | Date | prin/penalty | Interest Rate | Per Diem | #Days    | Interest | Total |        |
|--------------|----------|------|--------------|---------------|----------|----------|----------|-------|--------|
| Water        | 2013     | 4    | 03/11/14     | 221.23        | 8.00     | 0.049162 | 139      | 6.83  | 228.06 |
| Water        | 2014     | 1    | 05/27/14     | 190.80        | 8.00     | 0.042400 | 63       | 2.67  | 193.47 |
|              |          |      | Total:       | 412.03        |          |          |          | 9.50  | 421.53 |

BALANCE TYPE SUMMARY:

|                   | Certificate Total & Subseq. Prin/Penalty | Interest | Total  |
|-------------------|------------------------------------------|----------|--------|
| Certificate Water | 458.54                                   | 0.00     | 458.54 |
| Subseq Water      | 412.03                                   | 9.50     | 421.53 |
| Total Water       | 870.57                                   | 9.50     | 880.07 |
| Certificate Cost  | 65.00                                    | 0.00     | 65.00  |

LIEN REDEMPTION:

Principal: 935.57  
Redemption Penalty (2.00%): 10.47  
Interest: 9.50  
Recording Fees: 52.00  
TOTAL REDEMPTION: 1,007.54

Total Per Diem: 0.091562

*Bank Has Redeemed*

*Please Mail in Cert*  
*oo*



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-174

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE APPOINTMENT OF RENT REVIEW BOARD MEMBERS**

**BE IT RESOLVED** by Mayor Ann Dassing hereby appoints the following persons to the Rent Review Board for the terms set forth below. Mayor Dassing has requested the consent of the Council, that they do hereby authorize the appointment of the following Rent Review Board Members:

|                                                               |                         |                           |
|---------------------------------------------------------------|-------------------------|---------------------------|
| Annette Evans<br>18 Prospect Street, Apt. W-2<br>Caldwell, NJ | Tenant Member           | Expires December 31, 2016 |
| Kathleen Reilly<br>36 Wakefield Place<br>Caldwell, NJ         | Alternate Tenant Member | Expires December 31, 2016 |
| Maxine Raskin<br>8 Gladding Road<br>Caldwell, NJ              | Alternate Homeowner     | Expires December 31, 2016 |

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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



## BOROUGH OF CALDWELL NEW JERSEY



Resolution No: 8-175

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION AUTHORIZING A REVIEW OF COMPLIANCE WITH PRIOR ANNUAL CONTINUING DISCLOSURE OBLIGATIONS AND PARTICIPATION IN THE SECURITIES AND EXCHANGE COMMISSION'S MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE**

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**WHEREAS**, the above-defined Issuer has previously issued one or more series of bonds, including in the past five (5) years pursuant to one or more preliminary and final official statements (collectively, the "Bonds"); and

**WHEREAS**, in connection with the issuance of such Bonds, the Issuer covenanted with Bondholders to provide certain secondary market disclosure information on an annual basis to the Nationally Recognized Municipal Securities Information Repositories (pre-2009) and to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port (2009 to present) ("EMMA"), which secondary market disclosure information may consist of one or more of the following: audited financial statements, municipal budgets, other financial and operating data and ratings changes; and

**WHEREAS**, the Securities and Exchange Commission (the "SEC") has recently focused attention on what it alleges is widespread failure of local government issuers across the nation to meet their continuing disclosure obligations and misrepresentation through material misstatements in an official statement (innocently, inadvertently or otherwise) of past compliance with continuing disclosure obligations; and

**WHEREAS**, in an effort to remedy these perceived issues, the SEC has implemented the Municipalities Continuing Disclosure Cooperation Initiative (the "SEC Initiative"), a limited-time program ending at 12:00 a.m. on September 10, 2014, that encourages issuers of municipal bonds, including the Issuer, to self-report possible material misstatements or omissions, made in the past five (5) years in an official statement regarding compliance with prior continuing disclosure obligations; and

**WHEREAS**, should the SEC determine that an issuer has made material misstatements in an official statement regarding compliance with prior continuing disclosure obligations, issuers participating in the SEC Initiative agree to accept certain non-monetary penalties, in lieu of unknown, and, by all accounts, hefty monetary and non-monetary penalties the SEC has threatened on issuers that do not participate in the SEC Initiative; and

**WHEREAS**, by participating in the SEC Initiative, issuers agree to accept the following penalties, if imposed by the SEC (i) compliance with a cease and desist order in which the issuer neither admits nor denies the findings of the SEC, (ii) implementation of policies, procedures and training regarding continuing disclosure obligations, (iii) compliance with all existing continuing disclosure undertakings, (iv) cooperation with any further SEC investigation, (v) disclosure of settlement terms in any final official statement issued within five years of the date of institution of the proceedings, and (vi) production to the SEC of a compliance certificate regarding the applicable undertakings on the one year anniversary of the proceedings; and

**WHEREAS**, on July 24, 2014, the Division of Local Government Services issued Local Finance Notice 2014-9 (i) alerting local governments to the SEC Initiative, (ii) strongly recommending that local governments examine their continuing disclosure contractual obligations and past official statements in order to determine if it is advisable for an issuer to participate in the SEC Initiative and (iii) cautioning local governments that fail to complete a disclosure assessment in connection with the SEC Initiative will likely have difficulty accessing capital markets, difficulty in receiving timely approvals of the Local Finance Board or Director of the Division of Local Government Services, as applicable, and decreased scores on the future "Best Practices Questionnaires"; and

**WHEREAS**, the Issuer desires to conduct a disclosure audit which will (i) summarize the results of the Issuer's prior compliance with its secondary market disclosure obligations and (ii) compare those results to the statements made by the Issuer in its official statements regarding past compliance (the "Disclosure Audit"); and

**WHEREAS**, the Issuer further desires to retain the services of disclosure specialist to conduct the Disclosure Audit; and

**WHEREAS**, based on the results of the Disclosure Audit, and weighing heavily the known, non-monetary penalties that may come through the Issuer's participation in the SEC Initiative versus the unknown, and, by all accounts, hefty monetary and non-monetary penalties the SEC has threatened on issuers that do not self-report, the Issuer further desires to delegate to the Chief Financial Officer, in consultation with the Issuer's general counsel, bond counsel, auditor and other finance professionals, the power to prepare and submit all documentation required to enter the Issuer's Bond issues into the SEC Initiative, as necessary;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE ISSUER, AS FOLLOWS:**

**Section 1.** The Issuer hereby authorizes completion of the Disclosure Audit.

**Section 2.** The Issuer hereby authorizes the Chief Financial Officer to engage the services of a disclosure specialist to complete the Disclosure Audit; provided that the award of any contract in connection therewith meets the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.).

**Section 3.** In the event the Disclosure Audit reveals that the Issuer may have made a material misstatement regarding the Issuer's compliance with prior continuing disclosure undertakings, the Issuer hereby authorizes and directs the Chief Financial Officer to prepare and submit all documentation necessary to enter the Issuer's applicable Bond issues into the SEC Initiative.

**Section 4.** Any action taken by the Chief Financial Officer, or any other officer of the Issuer, with respect to the Disclosure Audit, the engagement of a disclosure specialist and participation in the SEC Initiative is hereby ratified and confirmed.

**Section 5.** This resolution shall take effect immediately.

The foregoing is a true copy of the Resolution adopted by the governing body of the Issuer at a meeting thereof duly called and held on August 5, 2014

\_\_\_\_\_  
Clerk

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

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| 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.



**LFN 2014-9**

**July 23, 2014**

# Local Finance Notice

**Chris Christie**  
Governor

**Kim Guadagno**  
Lt. Governor

**Richard E. Constable, III**  
Commissioner

**Thomas H. Neff**  
Director

## Contact Information

**Director's Office**  
V. 609.292.6613  
F. 609.292.9073

**Local Government Research**  
V. 609.292.6110  
F. 609.292.9073

**Financial Regulation  
and Assistance**  
V. 609.292.4806  
F. 609.984.7388

**Local Finance Board**  
V. 609.292.0479  
F. 609.633.6243

**Local Management Services**  
V. 609.292.7842  
F. 609.633.6243

**Authority Regulation**  
V. 609.984.0132  
F. 609.984.7388

**Mail and Delivery**  
101 South Broad St.  
PO Box 803  
Trenton, New Jersey  
08625-0803

**Web:**  
[www.nj.gov/divisions/dca/dlgs](http://www.nj.gov/divisions/dca/dlgs)  
**E-mail:** [dlgs@dca.state.nj.us](mailto:dlgs@dca.state.nj.us)

## Distribution

Chief Financial Officers  
Municipal Clerks  
Freeholder Board Clerks  
Authority Officials  
Auditors

## Secondary Bond Market Continuing Disclosure Commitments

This Notice is intended to give fair warning to local government officials, including Certified Municipal Finance Officers and comparable staff of authorities and other local governments, that there will be consequences for failing to have identified past noncompliance (where applicable) with continuing financial disclosure requirements related to outstanding bonds and other securities and determining by September 10, 2014 whether to take advantage of a compliance initiative offered by the Securities Exchange Commission's (SEC). While this notice is important for all local governments that have outstanding bonds, bond anticipation notes, and other securities, it is critically important where local governments anticipate a need to access financial markets in the near future - as with the need to "roll over" Bond Anticipation Notes or to issue bonds.

Continuing disclosure requirements are indirectly required pursuant to federal law. The CFO, or another local official, was generally required in one or more documents authorizing the issuance of debt (commonly called "Continuing Disclosure Agreements") to annually, or more frequently, publicly disclose certain information. Consequences of failing to live up to requirements will likely include future difficulty accessing credit markets. Consequences could include, among other things: (1) enforcement actions being brought by the SEC that will result in more severe penalties otherwise available pursuant to "the SEC's "Municipalities Continuing Disclosure Cooperation Initiative" (see below for discussion); (2) denial or deferral of applications made to the Local Finance Board or Director of the Division for various approvals; (3) actions against State licensures in the event of fraudulent attestations of compliance; and/or (4) decreased scores on future "Best Practices Questionnaires" (which will contain questions as to past compliance) that could trigger a withholding of a portion of State Aid.

It is important that you read this notice in its entirety and consult your public finance professionals so you understand your continuing disclosure obligations and what must be done to achieve compliance.

July 24, 2014

Chris Battaglia, Finance Officer  
Borough of Caldwell  
1 Provost Sq  
Caldwell, NJ 07006-5189

Re: Continuing Disclosure – SEC Initiative

Dear Mr. Battaglia:

In accordance with Local Finance Notice 2014-9, dated July 24, 2014 and attached hereto, we have prepared and enclosed a resolution for consideration by your governing body at its next regularly scheduled meeting. The resolution authorizes your municipality to hire a firm to perform a disclosure audit. Based on the results of that disclosure audit, the resolution also authorizes submission by your municipality of one or more bond issues to the Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperative Initiative (the "SEC Initiative").

By now, you have likely received emails and mailings from us, your other public finance professionals, the Division of Local Government Services, the League of Municipalities, the Government Finance Officers Association and others, describing the SEC Initiative. In short, the SEC Initiative permits municipal bond issuers that **may** have made a material misstatement in an Official Statement in the past 5 years regarding compliance with prior secondary market disclosure undertakings, to self-report such possible material misstatements to the SEC. By self-reporting through the SEC Initiative, the issuer is agreeing to certain non-monetary penalties imposed by the SEC, in the event the SEC determines that such issuer has, in fact, made a material misstatement. The SEC Initiative is the SEC's response to its perceived belief that there has been widespread failure across the country by municipal bond issuers to comply with contractual continuing disclosure undertakings and material representations made by municipal bond issuers in disclosure documents regarding the status of prior compliance.

The first step for any issuer of municipal bonds in the past 5 years is to complete a disclosure audit. The disclosure audit will (i) summarize the results of an issuer's prior compliance with its secondary market disclosure obligations and (ii) compare those results to the statements made by the issuer in its official statements regarding past compliance. While issuers may complete this disclosure audit themselves, it is our recommendation and that of the Division of Local Government Services, that issuers hire a qualified disclosure specialist to complete this disclosure audit.

The second step for issuers, once the extent of any compliance or non-compliance is determined, is to decide whether or not to self-report one or more bond issues through the SEC

July 24, 2014

Page -2-

Initiative. In weighing a decision regarding participation in the SEC Initiative, issuers should weigh heavily the known, non-monetary penalties that may come through participation in the SEC Initiative versus the unknown, and, by all accounts, hefty monetary and non-monetary penalties the SEC has threatened on issuers that do not self-report.

The attached resolution provides authorization to your finance official to hire a disclosure specialist and further authorizes submission of one or more of your municipality's bond issues to the SEC Initiative, if appropriate.

**The SEC Initiative ends at midnight on September 9 so time is of the essence.** We echo the sentiments of the Division of Local Government Services and strongly encourage your municipality to complete a disclosure audit and consider participation in the SEC Initiative. To that end, and given typical summer governing body meeting schedules, we suggest your governing body consider the enclosed resolution at its next regularly scheduled meeting.

If you have any questions about the SEC Initiative, the enclosed resolution or the enclosed Local Finance Notice, please do not hesitate to contact us, your financial advisor, auditor or other finance professional.

Very truly yours,

*Matthew D. Jessup*

Matthew D. Jessup

cc: Nisivoccia & Company LLP

Local government access to capital is critical for advancing needed local infrastructure projects and meeting local cash flow needs. As a condition of providing access to capital in the form of debt, the financial community - at the time of buying debt and while debt remains outstanding - expects to be kept abreast of key financial information that could impact the value of securities in the secondary market. Legally, local governments have an obligation to provide certain information. They are obligated under federal law to issue certain information at the time of issuing new debt, and they are frequently contractually obligated to continue providing certain information while their debt remains outstanding.

Recently, the SEC and the financial community have focused attention on what is alleged to be a widespread failure of local government issuers across the nation to meet their continuing disclosure obligations. They maintain that local government issuers of debt frequently fail to meet their continuing disclosure obligations and misrepresent (sometimes innocently or inadvertently and other times fraudulently) their past compliance when issuing new debt.

Earlier this year, the SEC adopted a program to encourage local government issuers to self-identify past noncompliance and improve timely continuing disclosure in the future. Their program, known as the "Municipalities Continuing Disclosure Cooperation Initiative" essentially establishes lesser enforcement actions provided local government issuers (and others) self-identify past noncompliance and agree to a plan designed to prevent future noncompliance. You can read more about this program by visiting: <http://www.sec.gov/divisions/enforce/municipalities-continuing-disclosure-cooperation-initiative.shtml>). It is strongly recommended that local government officials proactively take steps to self-identify their own levels of compliance with Continuing Disclosure Agreements if they have outstanding debt and consult their public finance officials during this process to, among other things, determine if it is advisable to participate in the SEC's program.

The private marketplace is also taking steps to improve disclosure by more closely reviewing past compliance and, as appropriate, refraining from underwriting or buying new debt unless compliance has been achieved. It is critically important that local governments anticipating a need to access financial markets conduct a self-assessment of past continuing disclosure compliance and correct deficiencies. Failure to do so could bar, or delay, access to capital markets.

As part of your self-assessment, it is recommended that you first identify your continuing disclosure contractual obligations with respect to past issuances of debt while it remained (or remains) outstanding. These obligations generally include filing audits, budgets, and certain operating data with various depositories.

Continuing Disclosure Agreements generally specify what information must be filed and where it must be filed. It is critically important that each local government understand the commitments it has made and live up to them. However, the Division recommends, as a best practice, that local governments with continuing disclosure requirements file the following information through the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access (EMMA) website ([www.emma.msbr.org](http://www.emma.msbr.org)) in addition to any information they had previously agreed to provide:

- (xii) Bankruptcy, insolvency, receivership or similar event of the obligated person;
  - (xiii) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
  - (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- f) Any and all additional or other information or documents required by the specific continuing disclosure obligations of such Issuer, for any particular series of Securities outstanding.

You should also ensure that past official statements -- or similar documents issued with respect to new issuances of debt -- have accurately reported your past compliance with continuing disclosure requirements.

While not required, the Chief Financial Officer is encouraged to seek the assistance of an experienced professional to assist or undertake such self-assessment.

As a final matter, the Division will be drafting a proposed Local Finance Notice -- or other appropriate action -- to require: (1) CFOs to attest as part of budget submissions to the Division that appropriate steps are being taken to ensure compliance with continuing disclosure requirements; and (2) auditors to treat non-compliance with continuing disclosure requirements as an instance of non-compliance with prevailing laws, statutes, regulations, contracts and agreements that is required to be reported under *Government Auditing Standards*.

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Approved: Thomas H. Neff, Director



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-176

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE APPOINTMENT OF ZONING BOARD OF ADJUSTMENT MEMBER**

BE IT RESOLVED by Mayor Ann Dassing hereby appoints the following persons to the Zoning Board of Adjustment for the terms set forth below. Mayor Dassing has requested the consent of the Council, that they do hereby authorize the appointment of the following Zoning Board of Adjustment Members:

Richard Godlesky  
23 Elizabeth Street  
Caldwell, NJ

Alternate #2 Member

December 31, 2015

**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: 8-177

Date of Adoption: August 5, 2014

**TITLE:**

**AUTHORIZING THE AWARD OF A CONTRACT FOR THE ERWIN PLACE WATER MAIN REPLACEMENT PROJECT TO MSP CONSTRUCTION CORP., 126 WALNUT STREET, NEWARK, N.J. 07105 IN THE AMOUNT OF \$179,187.90**

**WHEREAS,** the Borough of Caldwell advertised for and received bids for the Erwin Place Water Main Replacement project on July 30, 2014; and

**WHEREAS,** the Borough of Caldwell received proposals from (5) contractors; and

**WHEREAS,** this matter was reviewed by the Borough’s Engineering professional and Licensed Water Operator; and

**WHEREAS,** the lowest responsible bidder was MSP Construction Corp., 126 Walnut Street, Newark, N.J. 07105 with a bid of \$179,187.90; and

**WHEREAS,** a certification is attached hereto indicating the availability of funds within the anticipated appropriation

**NOW THEREFORE, BE IT RESOLVED,** that Borough Council of the Borough of Caldwell, New Jersey does hereby authorize the award of a contract for the Erwin Place Water Main Replacement to MSP Construction Corp., 126 Walnut Street, Newark, N.J. 07105

**BE IT FURTHER RESOLVED** by the Borough Council of the Borough of Caldwell that the Borough Administrator is authorized to execute the necessary contracts and documents upon approval.

**RECORD OF COUNCIL VOTE**

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

COUNCILMAN    Yes    No    Absent    Abstain    COUNCILMAN    Yes    No    Absent    Abstain

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| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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

July 31, 2013

**VIA EMAIL/USPS**

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

Re: Erwin Place Water Main Replacement  
Borough of Caldwell, NJ  
Crew Proj. No. CLD009.080

Dear Mr. Carelli:

Bids were received by the Borough of Caldwell on July 30, 2014 for the construction of the Erwin Place Water Main Replacement. Five bids were received by the Borough. Attached is the Bid Tab listing Contractors and their respective bids, from a low of \$179,187.90 to a high of \$219,320.00. The average of the bids was \$200,683.28. Bids for the three lowest bidders were checked for accuracy and completeness; other bids were not.

We found the bids submitted by MSP Construction Corp. (MSP), the apparent low bidder, John Garcia Construction Co., Inc. (Garcia), and Reivax Contracting Corp. (Reivax) to be complete as submitted with the following exceptions:

- MSP did not affix their Corporate Seal to the Consent of Surety. MSP did, however, affix their Corporate Seal to the Bid Bond.
- The Bid Bond and Consent of Surety that were submitted by Garcia were on forms other than those supplied in the Bid Documents. The forms appear to contain all pertinent information. The Borough Attorney should review only if the bid by MSP is not accepted.
- Reivax did not sign or seal the Consent of Surety.

In accordance with the requirements of the Department of Labor, we have reviewed the July 29, 2014 list of contractors in violation of the Prevailing Wage Act prepared by the New Jersey Department of Labor, and have ascertained that the three lowest bidders are not on this list and are, therefore, not prohibited in this regard from receiving a Public Works Contract award.

A review of the three lowest bids submitted indicates that there were minor mathematical errors in the bids submitted by MSP and Reivax. However, there are no mathematical errors that would affect the relative positioning of the bidders. MSP's bid contained two mathematical errors for two items of the Contract work. For Item 9E, 3/4-in. Curb Stop with Box, MSP bid \$400.00 each, which should total \$8,000 for the estimated 20 curb stops with boxes. The extended total for this item in MSP's bid, however, indicates \$6,000. For Item 10B, 8-in. Ductile Iron Pipe, MSP's bid indicates \$102.04 per foot numerically, but \$100.04 per foot in written text. The Specifications indicate that the written text governs. This changes the extended total amount bid for the estimated 910 feet of pipe from \$92,856.40 to \$91,036.40. As a result of these two errors, the total bid amount for MSP changes from \$179,000.00 to \$179,187.90.

Mr. Paul M. Carelli, Administrator  
July 31, 2014  
Page 2

MSP listed numerous recently completed projects of similar nature to the above-referenced project. Crew has worked with MSP in the past on several water system improvement projects. MSP's performance in the past was considered satisfactory.

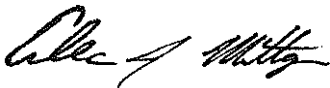
Crew Engineers, Inc. (Crew) has worked with both Garcia and Reivax in the past on several water system improvement projects. Both Garcia's and Reivax's performance in the past was considered satisfactory.

MSP did not list any subcontractors for the project. MSP submitted their State of New Jersey Business Registration Certificate.

Crew recommends that the construction of the Erwin Place Water Main Replacement project be awarded to MSP, subject to the Borough Attorney's review and approval of the original Bid Documents. The Bid Bonds for the three lowest bidders should be held by the Borough until the Contract is executed.

Very truly yours,

CREW ENGINEERS, INC.



Alec Mittiga, P.E.

AM:js

cc: William Frint, Water Operator

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**BID TABULATION**

**CLIENT:** Borough of Caldwell

**PROJECT:** Erwin Place Water Main Replacement

**CONTRACT:** \_\_\_\_\_

**BIDS RECEIVED:** July 30, 2014

| BIDDERS                                                                                                    | BID SECURITY | BID        |  |
|------------------------------------------------------------------------------------------------------------|--------------|------------|--|
| MSP Construction Corp.<br>126 Walnut St<br>Newark, NJ 07105                                                |              | 179,187.90 |  |
| Garcia, John Construction<br>183 Friar Lane<br>Clifton, NJ 07013                                           |              | 190,181.50 |  |
| Reivax Contracting Corp.<br>356 Thomas Street<br>Newark, NJ 07114                                          |              | 202,714.00 |  |
| Sanitary Construction Co., Inc.<br>415 Franklin Ave.<br>Rockaway, NJ 07866                                 |              | 212,013.00 |  |
| K.G. Construction, Inc.<br>P.O. Box 219<br>Emerson, NJ 07630                                               |              | 219,320.00 |  |
| Matina & Son, Inc.<br>146 English St.<br>Hackensack, NJ 07601                                              |              | No Bid     |  |
| Mountain View Development &<br>Contracting Co., Inc.<br>516 Route 513<br>P.O. Box 395<br>Califon, NJ 07830 |              | No Bid     |  |



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-178

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION AMENDING RESOLUTION 6-133 AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR A REVISED LUMP SUM COST OF \$11,800 FOR DESIGN SERVICES AND LUMP SUM COST OF \$2,700 FOR BIDDING SERVICES**

**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 Elizabeth Street Water Main Replacement Project; and

**WHEREAS**, the Borough Council of the Borough of Caldwell, New Jersey awarded a contract to Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405 by Resolution 6-133 on June 5, 2014, and;

**WHEREAS**, Crew Engineers, Inc. had agreed to provide these services for a lump sum cost of \$9,800 for design services, and a fee not to exceed \$16,200 for construction-related services, and;

**WHEREAS**, the scope of the project has been revised to include additional design services and bidding services that were originally to be included as part of the Erwin Place Water Main Improvement project, and;

**WHEREAS**, Crew Engineers, Inc. has agreed to provide these additional services for a revised lump sum cost of \$11,800 for design services and lump sum cost of \$2,700 for bidding 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

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|-----------|--|--|--|--|--|-----------|--|--|--|--|
| Hauser    |  |  |  |  |  | Rodgers   |  |  |  |  |
| O'Donnell |  |  |  |  |  | Durkin    |  |  |  |  |
| Kelley    |  |  |  |  |  | Capozzoli |  |  |  |  |

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

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

July 30, 2014

**VIA EMAIL/USPS**

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

Re: Proposal for Professional Engineering Services  
Elizabeth Street Water Main Replacement  
Caldwell, NJ  
Crew Proj. No. P2272 (Revised)

Dear Mr. Carelli:

On June 3, 2014, Crew Engineers, Inc. (Crew) submitted our Proposal to the Borough of Caldwell to provide Professional Engineering Services for the design and construction administration of the Elizabeth Street Water Main Replacement project. The design and preparation of the associated Bid Documents were to be incorporated with the Erwin Place Water Main project so that there would be one single construction contract rather than two individual construction contracts. As such, there would be no additional engineering cost for Bid Phase Services, as provided in our Proposal for Erwin Place.

The Borough subsequently issued Purchase Orders in June authorizing Crew to begin work on both the Erwin Place and Elizabeth Street projects. However, during the initial design phase work, we were informed by Caldwell that money for the construction of the Elizabeth Street water main portion may not have been appropriated, and we were directed to proceed with the Erwin Place main and hold off on the Elizabeth Street water main portion. The Erwin Place water main project was designed and construction bids have now been received with the Borough's intent to award the Contract.

Crew has already completed the required field survey work and base mapping for the Elizabeth Street water main portion. In order for design and construction of the main to be performed, a separate set of construction Bid Documents will be required so that the Borough can solicit bids. As a result, additional engineering is required to produce the separate documents and to provide the needed Bid Phase services. The cost for the associated engineering is presented in our revised July 30, 2014 Proposal to the Borough.

I trust this information is helpful and provides satisfactory explanation as to the reason for the increased engineering costs.

Should you have any questions, please contact me.

Very truly yours,

CREW ENGINEERS, INC.



Mauro M. Bacolo, P.E.

MMB:js

cc: Bill Frint

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July 30, 2014

**VIA FEDEX/EMAIL**

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

Re: Proposal for Professional Engineering Services  
Elizabeth Street Water Main Replacement  
Caldwell, NJ  
Crew Proj. No. P2272 (Revised)

Dear Mr. Carelli:

In response to the Borough's Request for Proposal (RFP), Crew Engineers, Inc. (Crew) is pleased to present this revised 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 Elizabeth Street. Based upon our discussions with Mr. William Frint, the improvements include the construction of approximately 1,120 feet of 8-inch water main, including service connections and appurtenances to replace the existing antiquated 4-inch main on Elizabeth Street between Academy Road and Westville Avenue. This Proposal replaces Crew's June 3, 2014 Proposal furnished to the Borough.

**Scope of Work**

Crew will perform the following major activities and tasks for the design, bidding, and construction-related services for 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. We understand that the Borough is proposing the design and construct road improvements for milling and resurfacing of Elizabeth Street, which will be performed under a separate contract. The level of effort for the topographic survey to be performed by Crew will be specifically for design and construction of the proposed water main project and will not be sufficient for road improvements.
- 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 pipeline work.
- 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 a total of 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 Services to be performed for the Elizabeth Street water main, 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 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.

Mr. Paul M. Carelli, Administrator  
July 30, 2014  
Page 4

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

| <i>Task</i>                              | <i>Fee</i>           |
|------------------------------------------|----------------------|
| <b>Design Services .....</b>             | \$11,800 Lump Sum    |
| <b>Bidding Services .....</b>            | 2,700 Lump Sum       |
| <b>Construction-Related Services....</b> | <u>16,200</u> Hourly |
| <b>Total Fee</b>                         | <b>\$30,700</b>      |

The estimated time to complete the design of the main and prepare the project Plans and Specifications is two weeks 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\IP2272\IP2272 rev.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  
July 30, 2014  
Page 5

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.

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## 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  
PO BOX 252  
TRENTON, NJ 08646-0252

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:

10/10/85

*Patricia A. Checchi*

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



# BOROUGH OF CALDWELL NEW JERSEY



Resolution No: 8-179

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION ESTABLISHING SALARIES, WAGES, AND ALLOWANCES OF OFFICIALS AND EMPLOYEES OF THE BOROUGH OF CALDWELL FOR THE CALENDAR YEAR 2014**

**BE IT ORDAINED** by the Mayor and Council of the Borough of Caldwell, in the County of Essex and State of New Jersey, as follows:

**Section 1.** The salaries, wages, and allowances for the following positions within the Borough of Caldwell not covered under a separate collective bargaining agreement shall be as follows for the calendar year 2014:

| <u>Full-Time Positions:</u> | <u>Title</u>                       | <u>Annual Rate</u> |
|-----------------------------|------------------------------------|--------------------|
| Bongiorno, James            | Police Chief                       | \$138,435          |
| Carelli, Paul               | Borough Administrator              | \$120,543          |
| Bifalco, Mario              | Public Works Superintendent        | \$83,572           |
| Paterson, Robert            | Community Center Director          | \$74,308           |
| Renne, Idamae               | Tax / Utility Collector            | \$67,474           |
| Burak, Maria E              | Director of Human Services         | \$60,868           |
| Van Dien, Joanne            | Fitness Supervisor                 | \$58,238           |
| Hamer, John S.              | Public Works Foreman               | \$57,468           |
| O'Neill, Lisa               | Deputy Clerk                       | \$55,347           |
| O' Hern, Leanne             | Court Administrator                | \$53,500           |
| Muccio, Antoinette          | Assistant Treasurer                | \$53,020           |
| Camilleri, Theresa          | Front Desk Supervisor              | \$52,138           |
| Lawshe, Gordon              | Sports Program/Membership Director | \$50,980           |
| Blechar, Jessica            | Aquatics Director                  | \$32,212           |
| Bellasalma, Robert          | Bookkeeper (per hour)              | \$20.84/hour       |
| McMillion, Ashley           | Deputy Court Administrator         | \$31,620           |
| Spittle, Elizabeth A        | Senior Bus Driver                  | \$28,144           |

| <u>Governing Body Positions:</u> | <u>Title</u>    | <u>Annual Rate</u> |
|----------------------------------|-----------------|--------------------|
| Mayor                            | Mayor           | \$2,000            |
| Borough Council                  | Borough Council | \$1,500            |

| <u>Part-Time Salaried Positions:</u> | <u>Title</u>                              | <u>Annual Rate</u> |
|--------------------------------------|-------------------------------------------|--------------------|
| Milani, Paul                         | Construction / Building Sub-Code Official | \$49,383           |
| O' Conner, Donald                    | Municipal Court Judge                     | \$27,500           |
| Guiliano, Mark (start 4-1-2014)      | Fire Official (\$20/hour-20 hours/week)   | \$20,800           |
| Kozeniesky, Joan                     | Tax Assessor                              | \$20,000           |
| Visitacion, Marty R.                 | Community Center Instructors              | \$19,600           |
| Stack, James D.                      | Community Center Instructors              | \$18,000           |
| Corinne, Shannon                     | Summer Camp Director                      | \$9,000            |
| Chontow, Greg                        | Electrical Sub-Code Official              | \$8,000            |
| Lardieri, Anthony                    | Plumbing Sub-Code Official                | \$7,000            |
| D'Ascensio, John                     | Fire Sub-Code Official                    | \$6,000            |
| Milani, Paul                         | Zoning Official                           | \$6,000            |
| Paserchia, Francine                  | Borough Clerk                             | \$5,000            |
| Battaglia, Chris                     | Chief Financial Officer                   | \$4,940            |
| Sewer Commissioners                  | Sewer Commissioners                       | \$4,217            |



## BOROUGH OF CALDWELL NEW JERSEY



**Part-Time Hourly Positions:**

|                               | <b><u>Title</u></b>                   | <b><u>Hourly Rate</u></b> |
|-------------------------------|---------------------------------------|---------------------------|
| Hassan, Colette               | Administrative Assistant (28 hrs/wk)  | \$21.02                   |
| Brenneck, Robert              | Code Enforcement (Max 14.0 hrs/wk)    | \$22.00                   |
| Substitute Crossing Guards    | Substitute Crossing Guards            | \$16.00                   |
| Sullivan, Robert              | Parking Enforcement (Max 27.5 hrs/wk) | \$20.00                   |
| Front Desk Receptionists      | Front Desk Receptionist               | \$10.00                   |
| Community Center Receptionist | Substitute Front Desk Receptionist    | \$8.50 MAX                |
| Community Center Lifeguards   | Lifeguards                            | \$8.50 MAX                |

**Annual Stipend**

|                     | <b><u>Title</u></b>               | <b><u>Annual</u></b> |
|---------------------|-----------------------------------|----------------------|
| Burak, Maria        | Welfare – West Caldwell           | \$4,000              |
| Paserchia, Francine | Qualified Purchasing Agent        | \$4,000              |
| O’Neill, Lisa       | Planning / Zoning Board Secretary | \$4,000              |
| BiFalco, Mario      | Licensed Pool Operator            | \$2,400              |
| Muccio, Antoinette  | Pension Certifying Officer        | \$2,000              |
| Colaizzo, Robert    | Council Meeting Video Coordinator | \$1,500              |
| O’Neill, Lisa       | Rent Board Secretary              | \$900                |

**Part-Time Salaried Positions:**

|                                    | <b><u>Crossing Guards</u></b>      | <b><u>Annual Rate</u></b> |
|------------------------------------|------------------------------------|---------------------------|
| Arvanities, Demetrios              | Crossing Guard - Extended Over 5th | \$8,320                   |
| Cicccone, Neil                     | Crossing Guard - Regular Over 5th  | \$7,800                   |
| Coughlan, Richard                  | Crossing Guard - Regular Over 5th  | \$7,800                   |
| DeBellis, Joseph                   | Crossing Guard – Regular 1st       | \$5,200                   |
| DeBellis, Joseph (effective 9-1)   | Crossing Guard – Regular 2nd       | \$5,720                   |
| Hersh, Kevin                       | Crossing Guard - Extended 2nd      | \$6,240                   |
| Hersh, Kevin (effective 9-1)       | Crossing Guard - Extended 3rd      | \$6,760                   |
| Ianuale, Frank                     | Crossing Guard – Regular 1st       | \$5,200                   |
| Ianuale, Frank (effective 9-1)     | Crossing Guard – Regular 2nd       | \$5,720                   |
| LaMarca, Joseph                    | Crossing Guard - Extended Over 5th | \$8,320                   |
| Maginnis, Steven                   | Crossing Guard - Regular 3rd       | \$6,240                   |
| Maginnis, Steven (effective 9-1)   | Crossing Guard - Regular 4th       | \$6,760                   |
| Molisso, John                      | Crossing Guard - Regular Over 5th  | \$7,800                   |
| Peterson, Theresa                  | Crossing Guard - Extended Over 5th | \$8,320                   |
| Reynolds, Timothy                  | Crossing Guard - Extended Over 5th | \$8,320                   |
| Rovazzi, Rita                      | Crossing Guard - Regular 2nd       | \$5,720                   |
| Rovazzi, Rita (effective 9-1)      | Crossing Guard - Regular 3rd       | \$6,240                   |
| Schmertz, Kenneth                  | Crossing Guard - Extended 5th      | \$7,800                   |
| Schmertz, Kenneth (effective 9-1)  | Crossing Guard - Extended Over 5th | \$8,320                   |
| Walacheske, Karen                  | Crossing Guard - Regular Over 5th  | \$7,280                   |
| Woitkowski, Dianne                 | Crossing Guard - Extended 2nd      | \$6,240                   |
| Woitkowski, Dianne (effective 9-1) | Crossing Guard - Extended 3rd      | \$6,760                   |

**Fire Department Allowances:**

|                              | <b><u>Title</u></b>    | <b><u>Allowance</u></b> |
|------------------------------|------------------------|-------------------------|
| Firefighter - Base Allowance | Firefighters Only      | \$450                   |
| Garamella, Gary              | Fire Chief             | \$1,400                 |
| Pollara, Andrew              | First Assistant Chief  | \$1,000                 |
| Hebrank, Brian               | Second Assistant Chief | \$825                   |
| Guiliano, Mark               | Captain                | \$800                   |
| Biscotti, Lou                | Lieutenant             | \$300                   |
| Snider, Glen                 | Lieutenant             | \$300                   |
| Maclay, Brian                | Lieutenant             | \$300                   |
| Sullivan, Raymond            | Radio / Communications | \$150                   |
| Engineer                     | Engineer               | \$150                   |
| Records Officer              | Records Officer        | \$550                   |
| Kent, Samuel                 | Photographer           | \$450                   |
| Fire Investigator            | Fire Investigator      | \$450                   |



# BOROUGH OF CALDWELL NEW JERSEY



| <u>Caldwell Public Library:</u> | <u>Title</u>         | <u>Annual</u> |
|---------------------------------|----------------------|---------------|
| Hauck Mah, Barb                 | Library Director     | \$76,000      |
| Sellars, Annette                | Full-Time            | \$32,125      |
| Khost, Debra                    | Full-Time            | \$30,900      |
| Larkey, Francis                 | Full-Time            | \$30,900      |
| Robertson-Hotz, Lynn            | Full-Time            | \$30,900      |
| Mathieson, Patricia             | Part-Time (per hour) | \$11.85       |

## 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: 8-180

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION AUTHORIZING THE APPROVAL OF AN ENGINEERING SERVICES CHANGE ORDERS FOR THE CEDARS ROAD IMPROVEMENT PROJECT IN THE AMOUNT OF \$22,970.00**

**WHEREAS,** the Borough Council of the Borough of Caldwell in the County of Essex, State of New Jersey has on June 13, 2013, authorized the awarding of a contract to Crew Engineers, 1250 Route 23 North, Butler, N.J. 07405 in the amount of \$55,900.00; and

**WHEREAS,** during the final closeout of the contract, it was discovered, the need for the following change orders to increase the contract as follows:

| <u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Amount</u>             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Layout and alignment of 1, 100 feet of new storm drains on Overlook Road and Cedars Road                                                                                                                                                                                                                                                                                                                                              | \$3,840.00                |
| Additional Construction-Related Services and Inspections                                                                                                                                                                                                                                                                                                                                                                              | \$11,080.00               |
| Final inspections and reconciliation – closeout<br>Prepare Record Drawings for project, including field survey to obtain rim and invert elevations for new manholes; curb head, grates, and invert elevations of new drain inlets and catch basins; identifying any new size and types of storm drains and the location of new granite block curb constructed as part of this project. (includes a GIS file with the Record Drawings) | \$8,050.00                |
| <b>Change Order Total:</b>                                                                                                                                                                                                                                                                                                                                                                                                            | <b><u>\$22,970.00</u></b> |

**WHEREAS,** the Borough Chief Financial Officer has certified that funds are available pursuant to N.J.A.C. 5:30-5.4

**NOW THEREFORE BE IT RESOLVED** by the Borough Council of the Borough of Caldwell in the County of Essex, State of New Jersey does hereby authorize the Engineering Services change orders for the Cedars Road improvement project in the amount of \$22,970.00.

**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

**BROOKSIDE AVENUE AND CEDARS ROAD WORK- COST ANALYSIS**

| Ordinance          | Ord Amt                                                                                                                                                           | Brookside DOT Grant | Brookside Budget Cost | Actual Cost       | under over (-)    |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|-------------------|-------------------|
| 1248-12<br>1283-16 | Gould Place, Cedars Rd, Jackson Place,<br>Knollwood Terr. And Overlook Rd.<br>Road Work                                                                           |                     |                       |                   |                   |
| C-04-12-124-801    |                                                                                                                                                                   |                     |                       |                   |                   |
|                    | <b>Engineering &amp; Inspection</b>                                                                                                                               |                     |                       |                   |                   |
|                    | Crew Engineering - Design                                                                                                                                         |                     | 27,600.00             | 39,490.00         | -11,890.00        |
|                    | Crew Engineering - Inspection                                                                                                                                     |                     | 28,300.00             | 39,380.00         | -11,080.00        |
|                    | <b>Total Eng &amp; Inspection</b>                                                                                                                                 |                     | <b>55,900.00</b>      | <b>78,870.00</b>  | <b>-22,970.00</b> |
|                    | Reimbursable Expenses - Travel & Courier                                                                                                                          |                     | 0.00                  | 0.00              | 0.00              |
|                    | <b>Construction</b>                                                                                                                                               |                     |                       |                   |                   |
|                    | Reivax Contracting Corp: payment #1 & #2 - waiting for final invoice                                                                                              |                     |                       | 873,662.14        |                   |
|                    | Mobilization                                                                                                                                                      |                     | 4,819.00              | 4,819.00          | 0.00              |
|                    | Construction Layout                                                                                                                                               |                     | 10,500.00             | 10,500.00         | 0.00              |
|                    | Inlet Filter-Type 2                                                                                                                                               |                     | 0.72                  | 0.00              | 0.72              |
|                    | Breakaway Barricades                                                                                                                                              |                     | 0.04                  | 0.04              | 0.00              |
|                    | Drum                                                                                                                                                              |                     | 0.22                  | 0.22              | 0.00              |
|                    | Traffic Cones                                                                                                                                                     |                     | 0.22                  | 0.22              | 0.00              |
|                    | Construction Signs                                                                                                                                                |                     | 2.00                  | 2.00              | 0.00              |
|                    | Final Cleanup                                                                                                                                                     |                     | 5,000.00              | 5,000.00          | 0.00              |
|                    | Clearing Site                                                                                                                                                     |                     | 13,500.00             | 13,500.00         | 0.00              |
|                    | Excavation Test Pit                                                                                                                                               |                     | 20,000.00             | 0.00              | 20,000.00         |
|                    | Excavation, Unclassified                                                                                                                                          |                     | 75,708.00             | 64,260.00         | 11,448.00         |
|                    | Rock Excavation Drainage                                                                                                                                          |                     | 13,000.00             | 0.00              | 13,000.00         |
|                    | Dense-Graded Aggregate Base Course                                                                                                                                |                     | 36,820.00             | 0.00              | 36,820.00         |
|                    | Dense-Graded Aggregate Base Course-Driveway                                                                                                                       |                     | 5,925.00              | 5,925.00          | 0.00              |
|                    | HMA Milling, 3-in. or Less                                                                                                                                        |                     | 31,734.50             | 37,143.12         | -5,408.62         |
|                    | Hot-Mix Asphalt Roadway Surface                                                                                                                                   |                     | 159,920.00            | 167,408.00        | -7,488.00         |
|                    | Hot-Mix Asphalt Base Course                                                                                                                                       |                     | 147,690.00            | 152,490.60        | -4,800.60         |
|                    | 15-in. Reinforced Concrete Pipe                                                                                                                                   |                     | 19,200.00             | 28,150.00         | -8,950.00         |
|                    | 18-in. Reinforced Concrete Pipe                                                                                                                                   |                     | 125,200.00            | 102,250.00        | 22,950.00         |
|                    | Inlet , Type A, with Bicycle-Safe Grates                                                                                                                          |                     | 20,700.00             | 13,800.00         | 6,900.00          |
|                    | Inlet, Type B, with ECO J Casting                                                                                                                                 |                     | 78,300.00             | 94,500.00         | -16,200.00        |
|                    | Inlet, Type E, with Bicycle-Safe Grates                                                                                                                           |                     | 22,400.00             | 14,000.00         | 8,400.00          |
|                    | Manhole with Frame and Cover                                                                                                                                      |                     | 25,600.00             | 22,400.00         | 3,200.00          |
|                    | Reset Existing Sanitary and Storm Manhole Casting                                                                                                                 |                     | 4,000.00              | 4,000.00          | 0.00              |
|                    | Hot-Mix Asphalt Driveway Surface Course HMA                                                                                                                       |                     | 15,760.00             | 15,760.00         | 0.00              |
|                    | Gravel Driveway                                                                                                                                                   |                     | 1,820.00              | 1,820.00          | 0.00              |
|                    | Paver Driveway                                                                                                                                                    |                     | 5,795.00              | 5,795.00          | 0.00              |
|                    | Reset Slate, Concrete or Paver Driveway                                                                                                                           |                     | 900.00                | 900.00            | 0.00              |
|                    | Granite curb                                                                                                                                                      |                     | 70,672.00             | 78,800.00         | -8,128.00         |
|                    | Traffic Stripes                                                                                                                                                   |                     | 2,025.00              | 2,700.00          | -675.00           |
|                    | Reset Existing Gas and Water Valve Casting                                                                                                                        |                     | 3,380.00              | 3,380.00          | 0.00              |
|                    | Tree Removal over 6 in. to 12 in. in dia.                                                                                                                         |                     | 800.00                | 800.00            | 0.00              |
|                    | Tree Removal over 12 in. to 24 in. in dia.                                                                                                                        |                     | 600.00                | 600.00            | 0.00              |
|                    | Tree Removal over 24 in. in dia.                                                                                                                                  |                     | 1,600.00              | 1,600.00          | 0.00              |
|                    | Top Soil, 4-in. Thic, Including Fertilizer and Seeding                                                                                                            |                     | 26.99                 | 26.99             | 0.00              |
|                    | Straw Mulch                                                                                                                                                       |                     | 26.99                 | 26.99             | 0.00              |
|                    | <b>Total Construction</b>                                                                                                                                         |                     | <b>923,425.68</b>     | <b>852,357.18</b> | <b>71,068.50</b>  |
|                    | <b>Change Orders:</b>                                                                                                                                             |                     |                       |                   |                   |
|                    | 1. Replacement for water services                                                                                                                                 |                     | 4,399.62              | 4399.62           | 0.00              |
|                    | 2. Provide & Install 212' of concrete pipe                                                                                                                        |                     | 16,960.00             | 16960             | 0.00              |
|                    | 3. Provide replacement of catch basin                                                                                                                             |                     | 379.10                | 379.1             | 0.00              |
|                    | 4. Provide & Install 10" diameter pipe                                                                                                                            |                     | 3,334.40              | 3334.4            | 0.00              |
|                    | 5.Reset catch basin elevations at CB 22 & 23 on Jackson Pl.                                                                                                       |                     | 1,289.36              | 1289.36           | 0.00              |
|                    | 6.Reset stones along gutter line at Nos.17 & 21 Knollwood Terr.                                                                                                   |                     | 2,578.72              | 2578.72           | 0.00              |
|                    | 7.Reset catch basin elevations at CB NO. 30A at House No. 36 Overlook Rd., CB No. 37 at House No. 59 Overlook Rd. & reset CB No. 38B at House No. 61 Overlook Rd. |                     | 2,578.72              | 2578.72           | 0.00              |
|                    | 8.Miscellaneous wall concrete repairs and resets at 53 Overlook Rd.                                                                                               |                     | 10,314.88             | 10,314.88         | 0.00              |
|                    | 9. 16 new catch basins                                                                                                                                            |                     | 12,800.00             | 12,800.00         | 0.00              |
|                    | <b>Total Change Orders</b> Reivax Contract = 965,260.48                                                                                                           |                     | <b>54,634.80</b>      | <b>54,634.80</b>  | <b>0.00</b>       |
|                    | <b>GRAND TOTALS CEDARS ROAD WORK w/o Engineering</b>                                                                                                              |                     | <b>978,060.48</b>     | <b>906,991.98</b> | <b>71,068.50</b>  |
|                    | <b>GRAND TOTALS CEDARS ROAD WORK with Engineering</b>                                                                                                             |                     | <b>1,033,960.48</b>   | <b>985,861.98</b> | <b>48,098.50</b>  |
|                    | <b>Other Cost</b>                                                                                                                                                 |                     |                       |                   |                   |
|                    | Section 20 - McManimon, Scotland                                                                                                                                  |                     | 1,748.27              | 1,748.27          | 0.00              |
|                    | Key Tech - Quality control                                                                                                                                        |                     | 0.00                  | 0.00              | 0.00              |
|                    | <b>Total Other Cost</b>                                                                                                                                           |                     | <b>1,748.27</b>       | <b>1,748.27</b>   | <b>0.00</b>       |
|                    | <b>GRAND TOTALS</b>                                                                                                                                               |                     | <b>1,035,708.75</b>   | <b>987,610.25</b> | <b>48,098.50</b>  |

March 14, 2014

*NJ Certificate of Authorization 24GA27920500*

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

Re: Additional Engineering Services  
Roadway Improvements Gould Place, Cedars Road, Jackson Place, Knollwood Terrace, and Overlook Road  
Caldwell, NJ  
Crew Proj. No. CLD008.200

Dear Mr. Carelli:

During the course of design and construction of the above-referenced project, we encountered additional costs that we believe warrant additional payment from the Borough of Caldwell to Crew Engineers, Inc. (Crew). These costs include:

Additional Design Services, including:

Layout and alignment of 1,100 feet of new storm drains on Overlook Road and Cedars Road. These streets were originally slated by the Borough of Caldwell for only milling and resurfacing. The Borough subsequently requested the addition of storm drains and new curbing in these areas. The cost of these additional design services is \$3,840:

Additional Construction-Related Services, including:

- Construction observation for 1,100 feet of new storm drains and curbing for streets that were originally planned for only milling and resurfacing.
- Construction observation for milling and resurfacing on Gould Street from Cedars Street to Westville Avenue, and on Washburn Place from Cedars Road to Westville Avenue. These streets were added to the project during the construction phase of the project.
- Construction observation for review of Change Order work.
- The original Proposal submitted and approved by the Borough included 200 hours for direct construction observation. Our records indicate that our construction observer was on site for a total of 320 hours. The increased hours are attributed to the increased scope of work, and the need to work overtime and weekends to meet the schedule imposed by the Borough.
- Increased administrative costs associated with this additional work. These costs include additional Shop Drawing reviews and review and processing of Change Orders. A total of eight Change Orders were added to the project primarily because of unforeseen construction conflicts between the storm drains and other underground utilities.
- Construction cost estimates prepared for the Borough's use in preparing bonding ordinances for additional previously described milling and resurfacing on Gould Place and Washburn Place.

The cost of these additional construction-related services are as follows:

|                         | Hours | Rate         | Amount          |
|-------------------------|-------|--------------|-----------------|
| Gerard J. Rolling, P.E. | 12    | \$130        | \$ 2,080        |
| Carmine Esposito        | 120   | \$ 75        | 9,000           |
|                         |       | <b>Total</b> | <b>\$11,080</b> |

Mr. Paul Carelli, Administrator  
March 14, 2014  
Page 2

Additional future services not included in Proposal:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Estimated Cost</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <ul style="list-style-type: none"><li>• Review payment requests from Contractor. It is estimated that two more payment requests will be required for this project; the Pre-Final and Final Estimate. The Final Estimate will include a final inspection of the site with Borough representatives and the Contractor, and the preparation of a final reconciliation Change Order for the project.</li></ul>                                                                                                                                                                        | \$2,200               |
| <ul style="list-style-type: none"><li>• Prepare Record Drawings for project, including field survey to obtain rim and invert elevations for new manholes; curb head, grates, and invert elevations of new drain inlets and catch basins; identifying any new size and types of storm drains and the location of new granite block curb constructed as part of this project. The information gathered during the survey will be added to the design drawings to create Record Drawings for use by the Borough. We will also include a GIS file with the Record Drawings.</li></ul> | <u>5,850</u>          |
| <b>Total Estimated Cost for Additional Future Services Not Included in Proposal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$8,050</b>        |

We trust the information presented herein is acceptable to the Borough. Please let me know if you would like any additional information or clarification. Upon acceptance, we will submit invoices to the Borough for the various services enumerated for the completed work and for the anticipated future services, when the work is completed.

Very truly yours,

CREW ENGINEERS, INC.



Gerard J. Rolling, P.E.

GJR:js

Enclosure

cc: Robert Bellasaima

E:\Wpdocs\letter\carelli CLD008.mar1.doc

**Letter of Transmittal**

**TO:**

Borough of Caldwell

One Provost Place

Caldwell, NJ 07006

|                                                                                                    |                                  |
|----------------------------------------------------------------------------------------------------|----------------------------------|
| <b>DATE</b><br>07/14/14                                                                            | <b>PROJECT NO.</b><br>CLD008.901 |
| <b>ATTN:</b> Paul Carelli, Administrator                                                           |                                  |
| <b>RE:</b> Engineering Change Order                                                                |                                  |
| Roadway Improvements Gould Place, Cedars Road, Jackson Place, Knollwood Terrace, and Overlook Road |                                  |
| Caldwell, NJ                                                                                       |                                  |

**WE ARE SENDING YOU:**

- X Attached       Prints       Under separate cover via \_\_\_\_\_ the following items:  
 Shop Drawings    X Change Order     Plans       Samples       Specifications  
 Copy of Letter     \_\_\_\_\_

| COPIES | DATE     | NO. | DESCRIPTION                                       |
|--------|----------|-----|---------------------------------------------------|
| 1      | 07/14/14 | --  | Authorization for Additional Engineering Services |
|        |          |     |                                                   |
|        |          |     |                                                   |
|        |          |     |                                                   |
|        |          |     |                                                   |
|        |          |     |                                                   |

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

- X For Approval       Approved as Submitted       Resubmit \_\_\_\_\_ copies for approval  
 For Your Use       Approved as Noted       Submit \_\_\_\_\_ copies for distribution  
 As Requested       Returned for Corrections       Return \_\_\_\_\_ corrected prints  
 For Review and Comment     \_\_\_\_\_  
 For Bids Due \_\_\_\_\_ 20 \_\_\_\_\_       Prints Returned After Loan to Us

REMARKS: As requested, enclosed is the Change Order requesting approval for additional engineering services for the above-referenced project.

COPY TO: \_\_\_\_\_

SIGNED:   
Mauro M. Bacolo, P.E.

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## **AUTHORIZATION FOR ADDITIONAL ENGINEERING SERVICES**

**From:** Gerald J. Rolling, PE  
Crew Engineers, Inc.  
1250 Route 23 North  
Butler, NJ 07405

**To:** Paul M. Carelli, Administrator  
Borough of Caldwell  
One Provost Square  
Caldwell, NJ 07006

**Date:** July 14, 2014

**Project Number:** CLD008

**Project Title:** Gould Place, Cedars Road, Jackson Place, Knollwood Terrace, and Overlook Road Roadway Improvements

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### **Proposed Work Description:**

**Additional Design Services-** During the course of the design and construction of the proposed roadway improvements changes were made by the Borough of Caldwell for the scope of work that resulted in need for the performance of additional professional design engineering services. This included the layout and alignment of 1,100 feet of new storm drains and curbing on Overlook Road and Cedars Road.

**Additional Construction-Related Services-** additional Construction-Related Services were performed during the prosecution of the construction for the roadway improvements including; additional construction observation for the extra 1,100 feet of storm drains; milling and resurfacing on Goulds Street and Washburn Place which were added to the project by the Borough during construction; additional observation attributed to the increased scope of construction work and the need to work overtime and weekends to meet the Boroughs project schedule; and administrative work for review of shop drawings and development of cost estimates associated with the construction of the project.

**Additional Future Services-** These services include the review of Contractor's Pre-Final and Final payment requisitions including final inspection, preparation of final reconciliation Change Order, and the preparation of Record Drawings for the constructed roadway improvements.

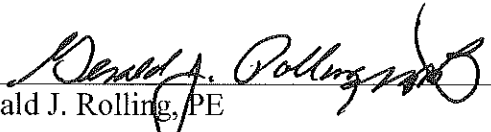
Crew's letter of March 14, 2014 to the Borough of Caldwell, which is attached to this Request for Additional Engineering Services, describes the above out of scope work in greater detail.

**Fees:**

The costs for the additional engineering services are as follows:

- **Additional Design Services- \$3,840, lump sum.**
- **Additional Construction-Related Services- \$11,080, lump sum**
- **Additional Future Services-\$8,050, hourly not to exceed.**

**Total Cost for Additional Engineering Services- \$22, 970.00**

  
\_\_\_\_\_  
Gerald J. Rolling, PE

Date: 7-14-14

**ACCEPTED**

Paul M. Carelli, Administrator  
Printed or Typed Name and Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**BOROUGH OF CALDWELL  
NEW JERSEY**



Resolution No: 8-181

Date of Adoption: August 5, 2014

**TITLE:**

**RESOLUTION AUTHORIZING THE BOROUGH ADMINISTRATOR TO PURCHASE CAPITAL PROJECT ITEMS PROVIDED BY BOND ORDINANCE# 1295-14 ADOPTED ON JUNE 17, 2014**

**WHEREAS**, the Borough Council of the Borough of Caldwell adopted Bond Ordinance# 1295-14 providing for various capital improvements in and by the Borough of Caldwell on June 17, 2014, and;

**WHEREAS**, the Borough Administrator recommends the purchase of the following capital items as provided for in Bond Ordinance# 1295-14.

- Community Center Water Filtration System: Not to exceed \$5,400.00
- Community Center Water Softening System: Not to exceed \$5,400.00
- Replacement of the Caldwell Library Roof: Not to exceed \$7,500.00
- Replacement of the Community Center Awning: Not to exceed \$5,400.00

**NOW THEREFORE BE IT RESOLVED** that the Borough of Caldwell authorizes the Borough Administrator to purchase the capital items as outlined above.

**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**