



***BOROUGH OF CALDWELL
NEW JERSEY***

**REGULAR BOROUGH COUNCIL MEETING
January 25, 2022**

Borough of Caldwell
1 Provost Square
Caldwell, New Jersey 07006
7:15pm



**BOROUGH OF CALDWELL
NEW JERSEY**

ORDINANCE NO. 1425-22

AN ORDINANCE AUTHORIZING THE LEASE OF PORTIONS OF 39 ROUTE 46 AND 43 ROUTE 46 IN PINE BROOK, NJ

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Borough of Caldwell, New Jersey (the "Borough") is in need of storage space as part of the implementation of the plan for the renovation and replacement of certain Borough facilities; and

WHEREAS, the Borough has worked with a real estate broker to identify possible sites that will meet that need; and

WHEREAS, the Borough examined the properties known as Suites 704-705, 43 Route 46, Pine Brook, NJ and Suite 804, 39 Route 46, Pine Brook, NJ (the "Properties") and found them to be suitable to meet the expected needs; and

WHEREAS, the Landlord has offered to lease the Properties for a period of two years, with a one-year option for renewal thereafter, at an annual rent of eleven dollars (\$11.00) per square foot on a triple net basis; and

Whereas, the Borough wishes to commence the use of the Properties as of March 1, 2022;

Now Therefore, be it Ordained by the Mayor and Council of the Borough of Caldwell, New Jersey That:

1. The Borough Administrator is hereby authorized to execute a lease for the Properties pursuant to the terms of the offer sheet attached to and made a part of this ordinance; and
2. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of lease to allow the Borough to utilize the Properties and to make payments as set forth in the attached offer sheet; and
3. The execution of the lease is subject to and conditioned upon the provision by the Chief Financial Officer of the Borough of a certification of the availability of funds sufficient to provide for payment of the obligation; and
4. The Borough Clerk is hereby authorized and directed to cause such notices as are required by statute to be provided in the form as required by such statutes for the authorization of leases of this type.

DATE OF INTRODUCTION: **January 25, 2022**

DATE OF ADOPTION:

FIRST:

FIRST:

SECOND:

SECOND:

RECORD OF COUNCIL VOTE

presented the following ordinance - Seconded by:

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor



January 20, 2022

Mr. Joe Nassib
First Industrial Realty Trust
16 East Gay Street
Suite 302
West Chester, PA 19380

Subject: 39 and 43 Route 46, Pine Brook, NJ

Dear Joe:

On behalf of Borough of Caldwell (Tenant), Resource Realty of Northern New Jersey (Broker) has been authorized to submit the following proposal to lease the above referenced space.

Tenant:	Borough of Caldwell
Landlord:	First Industrial Realty Trust
Premises:	39 Route 46, Suite 804, Pine Brook, NJ (3,349 SF) 43 Route 46, Suite 704-705, Pine Brook, NJ (2,897 SF)
Lease Commencement:	Tenant is seeking to occupy the Premises on or about February 1, 2022.
Lease Term:	Two (2) years
Renewal Option:	Tenant shall be provided with one (1) one (1) year renewal option at \$11.67 PSF NNN. The option shall be exercised by Tenant in writing to Landlord no later than nine (9) months prior to end of lease term.
Base Rental Rate:	\$11.00 PSF NNN with three percent (3%) annual increases.
Taxes and CAM:	Current taxes and CAM are estimated to be \$5.25 PSF.
Condition of Premises:	Tenant shall accept the premises in "as is" condition. Landlord shall deliver the building broom swept with all mechanical systems in good working order.

Brokerage:

This proposal is submitted on the understanding that Resource Realty of Northern New Jersey will receive a five percent (5%) commission from Landlord upon the full execution of lease documents as per a separate agreement between Landlord and Broker.

Non-Binding:

This proposal is non-binding, subject to, and contingent upon the mutual execution and unconditional delivery of a Lease and related document and must be satisfactory to Tenant and Landlord.

Owner/Landlord and Brokers acknowledge that this proposal is not a lease agreement and is intended as a basis for the preparation of a lease agreement by owner/landlord. The final lease shall be subject to the owner/landlord's and tenant's approval, and only the execution of said document shall constitute a legally binding lease for the premises. Broker makes no warranty or representation to the owner/landlord or the tenant that the acceptance of this proposal will guarantee the execution of a lease for the premises.

Sincerely,

**RESOURCE REALTY OF
NORTHERN NEW JERSEY**



Gregory J. Sabato, SIOR
Senior Vice President



Brian Wilson, SIOR
Senior Vice President

Greg/2022 Documents/Nassib 39 and 43 Route 46 Proposal 01 20 22.doc



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 1-38
Date of Adoption: January 25, 2022

TITLE:

**RESOLUTION AUTHORIZING AN EXECUTIVE SESSION FROM WHICH THE PUBLIC IS EXCLUDED
For the Meeting of January 25, 2022**

Recommended for approval by:

Thomas Banker, Administrator

Approved as to form and legality by:

Title:

WHEREAS, The Borough of Caldwell (the "Borough" or the "public body" has been duly created and is validly existing as a public body corporate and politic of the State of New Jersey pursuant to applicable laws of the State of New Jersey; and

WHEREAS, The Borough constitutes a "public body" as such term is defined in the New Jersey Open Public Meetings Act, constituting Chapter 231 of the Pamphlet Laws of 1975 of the State of New Jersey, N.J.S.A. 10:4-6 et seq. and the acts amendatory thereof and supplemental thereto (the "Open Public Meetings Act"); and

WHEREAS, the Open Public Meetings Act permits a public body, as such term is defined therein, to exclude members of the public from portions of any "meeting", as such term is defined therein including N.J.S.A. 10:4-12(b) et seq., under certain limited circumstances which include, but are not limited to, (a) a discussion of pending or anticipated litigation in which the public body is or may become a party, or (b) a discussion of any matters which fall within the attorney-client privilege, or (c) a discussion of a collective bargaining agreement including the negotiation of the terms and conditions thereof, or (d) a discussion regarding the purchase, acquisition or lease of real property with public funds or (e) a discussion of involving the employment, appointment or termination of employment of an existing or prospective public officer or employee; and

WHEREAS, the governing body of the Borough has determined that and is of the opinion that such circumstances presently exist that permit the governing body of the Borough to discuss the matters set forth in this Resolution in executive session; and

WHEREAS, the matters set forth in this Resolution are within the exceptions and the limited circumstances set forth in N.J.S.A. 10:4-12(b) et seq., the governing body of the Borough desires to conduct a portion of the meeting in an executive session from which members of the public will be excluded.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF CALDWELL, in accordance with the provisions of The Open Public Meetings Act, that the governing body of the Borough hereby determines to conduct a portion of the meeting in an executive session from which members of the public will be excluded in accordance with the provisions of Open Public Meetings Act; and

BE IT FURTHER RESOLVED, that the aforementioned executive session will be limited to matters relating to the following items and which matters involve, as applicable, pending and anticipated litigation involving or expected to involve the Borough, matters which fall within the attorney-client privilege, matters regarding the discussion of a collective bargaining agreement, matters relating to purchase, acquisition or lease of real property with public funds or matters relating to personnel.

BE IT FURTHER RESOLVED, that the minutes of each executive session will be prepared and maintained by the Borough and with regard to each of the matters discussed in executive session; and

BE IT FURTHER RESOLVED, that the minutes relating to a particular matter discussed will be made available to members of the public - (a) at such time as the matter no longer requires confidentiality as permitted by applicable laws, (b) upon the completion of a pending or anticipated litigation, or (c) upon such matter no longer falling within the attorney-client privilege, (d) upon the completion of a collective bargaining agreement including the negotiation of the terms and conditions thereof, or (e) upon the completion of a purchase, acquisition or lease of real property with public funds, or (f) as such disclosure may otherwise may be required by the Open Public Meetings Act.

It is hereby certified that at a regular meeting of the Mayor and Council of the Borough of Caldwell, New Jersey being held on the date of January 25, 2022, the foregoing Resolution was duly adopted.

Borough Deputy Clerk

The foregoing Resolution, having been duly presented to me on January 25, 2022 I hereby approve the same.

Mayor

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

DePalma-Iozzi						Lace				
Gates						Buechner				
Cole						Alonso				

Brittany Heun, Deputy Clerk

John Kelley, 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: 1-39
Date of Adoption: January 25, 2022

TITLE:

AUTHORIZING PAYMENT OF THE BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD 1/1/2022 THROUGH 1/24/2022 IN THE AMOUNT OF \$ \$2,054,658.76

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

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

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

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

WHEREAS, the Director of Finance of the Borough of Caldwell has certified to the governing body that there are funds legally appropriated and available in the current operating budget for the payment of said bills and that the said payment will not result in the disbursement of public monies or in the encumbering of same in excess of the 2021 appropriation for said purpose;

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

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

DePalma-Iozzi						Lace				
Gates						Buechner				
Cole						Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-165-028 03210	ENGINEERING CONSULTANT SERVICES BECKMEYER ENGINEERING PC	21-00170	2021 ENGINEERING SERVICES	6,000.00	0.00	B
1-01-21-180-027 02160	PLANNING BOARD LEGAL FEES/TREMBULAK TREMBULAK, ALAN G.	22-00079	PROFESSIONAL SERVICES	700.00	0.00	
1-01-21-180-299 03210	PLANNING BOARD MISCELLANEOUS BECKMEYER ENGINEERING PC	21-00172	2021 PLANNING BOARD ENGINEER	1,000.00	0.00	B
1-01-21-185-299 03210	ZONING BOARD MISCELLANEOUS BECKMEYER ENGINEERING PC	21-00173	2021 ZONING BOARD ENGINEER	1,000.00	0.00	B
1-01-22-195-011 00087	FULL TIME REGULAR PAY PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	4,435.63	0.00	
1-01-22-195-036 02044	CONSTRUCTION CODE OFFICE SUPPLIES W.B.MASON CO., INC.	21-01771	Misc Office Supplies	30.67	0.00	
02044	W.B.MASON CO., INC.	21-01839	COVID & Misc. Office Supplies	<u>14.02</u>	0.00	
				44.69		
1-01-25-240-014 00087	CROSSING GUARDS PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	3,185.46	0.00	
1-01-25-240-036 02044	POLICE OFFICE SUPPLIES W.B.MASON CO., INC.	21-01771	Misc Office Supplies	57.92	0.00	
02044	W.B.MASON CO., INC.	21-01839	COVID & Misc. Office Supplies	<u>82.99</u>	0.00	
				140.91		
1-01-25-240-054 02103	POLICE RADIO MAINTENANCE ESS INC.	21-01784	DECEMBER 2021 RADIO SERVICE	611.75	0.00	
1-01-25-240-059 02115	ENFORSYS FEE/MDT FEES ENFORSYS, INC.	21-01779	4TH QUARTER 2021 MAINTENANCE	2,100.00	0.00	
01478	VERIZON WIRELESS	22-00064	NOV 13- DEC 12 582292082-00001	<u>264.07</u>	0.00	
				2,364.07		
1-01-25-240-060 02735	GENERAL EQUIPMENT MAINTENANCE TURN OUT UNIFORMS, INC.	21-01854	SUPERVISOR'S PATROL BAG	56.99	0.00	
1-01-25-240-119 01190	POLICE COMPUTER TRI-STATE TECHNICAL SERVICES	21-01785	COMPUTER SERVICES	1,450.00	0.00	
01190	TRI-STATE TECHNICAL SERVICES	21-01855	COMPUTER SERVICES	<u>550.00</u>	0.00	
				2,000.00		
1-01-25-240-148 01731	CAR WASH WEST CALDWELL CAR WASH	21-01778	NOVEMBER 2021 CAR WASHES	6.50	0.00	
1-01-25-240-149 00470	FIRST AID SUPPLIES V.E. RALPH & SON, INC.	21-01780	NARCAN NASAL SPRAY	570.00	0.00	
1-01-25-240-154 03793	TRAINING/RANGE O'NEILL, SAMANTHA	21-01843	FIRST AID TRAINING	1,851.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-299	MISCELLANEOUS					
04049	POLICE & SHERIFFS PRESS, INC.	21-01777	REPLACEMENT ID CARD	17.58	0.00	
01478	VERIZON WIRELESS	22-00065	NOV 09- DEC 08 742297176-00001	<u>309.44</u>	0.00	
				327.02		
1-01-25-252-299	MISCELLANEOUS					
02651	CALDWELL VOLUNTEER FIRE DEPT.	22-00077	CVFD AIR MATTRESSES	719.60	0.00	
02651	CALDWELL VOLUNTEER FIRE DEPT.	22-00078	CVFD CHARGING CORDS	<u>31.95</u>	0.00	
				751.55		
1-01-25-265-030	FIRE SUPPLIES					
01375	MOTOROLA SOLUTIONS	21-01596	Pager Batteries	858.00	0.00	
02044	W.B.MASON CO., INC.	21-01771	Misc Office Supplies	<u>36.20</u>	0.00	
				894.20		
1-01-25-265-058	NEW EQUIPMENT					
03756	WITMER PUBLIC SAFETY GROUP, INC	21-01769	High Rise Hose straps	170.00	0.00	
1-01-25-265-060	EQUIPMENT MAINTENANCE					
03654	ESI EQUIPMENT, INC.	21-01481	Service for Holmatro Tools	592.00	0.00	
1-01-25-266-010	FIRE PREVENTION S&W					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,993.09	0.00	
1-01-25-266-021	FIRE PREVENTION O/E					
02044	W.B.MASON CO., INC.	21-01771	Misc Office Supplies	21.72	0.00	
02044	W.B.MASON CO., INC.	21-01841	Fire & PD Office Supplies	30.98	0.00	
00366	ALERT-ALL CORP	22-00074	FIRE SAFETY MATERIALS	<u>737.83</u>	0.00	
				790.53		
1-01-26-290-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	3,921.70	0.00	
1-01-26-290-043	UNIFORMS					
02377	CINTAS CORPORATION	22-00087	UNIIFORM SERVICE DEC. 2021	695.76	0.00	
1-01-26-290-047	ROAD REPAIRS					
02729	MARTIN CONTRACTING LLC	22-00086	SIDEWALK & CATCH BASIN REPAIR	2,416.00	0.00	
1-01-26-290-050	DPW SUPPLIES					
02044	W.B.MASON CO., INC.	21-01771	Misc Office Supplies	45.15	0.00	
04521	JAEGER LUMBER & SUPPLY CO., INC	21-01849	MISC MATERIAL	<u>20.80</u>	0.00	
				65.95		
1-01-26-290-299	MISCELLANEOUS					
00219	HUDSON COUNTY MOTORS	21-01850	DOCUMENTARY FEE	289.00	0.00	
1-01-26-305-079	ADDITIONAL TRANSFER CHARGES					
00153	ECUA	21-01750	DEC. 2021 SOLID WASTE	12,405.67	0.00	B
04474	DART LLC	22-00081	WASTE DISPOSAL 12/31/2021	<u>998.07</u>	0.00	
				13,403.74		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-310-024	REPAIRS & MAINTENANCE					
04439	CINTAS FIRE PROTECTION	21-01837	SERVICE STOVE AT CCC	326.64	0.00	
01697	SMS SECURITY SYSTEMS INC	22-00022	FIRE ALARM INSPECTION	<u>1,177.00</u>	0.00	
				1,503.64		
1-01-26-310-299	MISCELLANEOUS					
03699	COSTELLO'S ACE HARDWARE	22-00019	MISC. SUPPLIES	153.74	0.00	
00244	GRAINGER	22-00020	THERMOSTAT	147.96	0.00	
00747	HOME DEPOT	22-00021	LED LIGHTS	164.90	0.00	
04536	LATTIMER, LUCAS	22-00099	HOLIDAY TREE LIGHTING DJ	<u>125.00</u>	0.00	
				591.60		
1-01-26-313-113	REMOVAL OF TREES					
00066	BROHEIMER TREE EXPERTS INC	22-00023	TREE REMOVAL	1,795.00	0.00	
1-01-26-315-025	POLICE - VEHICLE REPAIRS					
01846	AUTO BODY SHOPPE, INC	21-01607	VEHICLE 50 REPAIR	795.70	0.00	
02966	ACE COM	21-01781	VEHICLE 59 REPAIR	99.00	0.00	
01790	ROUTE 23 AUTO MALL	21-01782	VEHICLE 51 REPAIR	2,387.58	0.00	
02717	WEST ESSEX SUNOCO	21-01783	VEHICLE 58 OIL & FILTER CHANGE	65.52	0.00	
02717	WEST ESSEX SUNOCO	21-01844	VEHICLE BRAKES AND OIL	755.71	0.00	
00127	CERTIFIED SPEEDOMETER SERVICE	21-01853	VEHICLE CALIBRATIONS	<u>396.00</u>	0.00	
				4,499.51		
1-01-26-315-027	STREETS - VEHICLE REPAIRS					
02464	PROSTOCK AUTO PARTS	21-01726	PARTS FOR REPAIRS	78.02	0.00	
02464	PROSTOCK AUTO PARTS	21-01776	MISC PARTS	528.83	0.00	
01846	AUTO BODY SHOPPE, INC	21-01842	TRUCK 530 REPAIRS	1,291.43	0.00	
03869	BARNWELL HOUSE OF TIRES	21-01852	REPAIRS MASON DUMP	<u>540.22</u>	0.00	
				2,438.50		
1-01-26-315-028	SENIORS - VEHICLE REPAIRS					
02717	WEST ESSEX SUNOCO	21-01725	OIL CHANGE FOR BUS	546.78	0.00	
1-01-27-330-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,339.46	0.00	
1-01-27-330-133	RODENT CONTROL					
00484	ALL-WAY PEST CONTROL	21-01848	PEST CONTROL - 4TH QUARTER	420.00	0.00	
1-01-27-330-200	CONTRACTED HEALTH SERVICES					
00621	BLOOMFIELD HEALTH DEPT	21-01846	HEALTH SERVICES - 4 QUARTER	13,598.75	0.00	
1-01-27-340-200	CONTRACT SERVICES/BLOOMFIELD					
04374	BLOOMFIELD POLICE	21-01847	ANIMAL CONTROL 3RD/ 4TH QUARTE	7,803.00	0.00	
1-01-28-370-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,813.03	0.00	
1-01-28-372-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	2,058.01	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-28-372-106	OFFICE SUPPLIES (CCC)					
02044 W.B.MASON CO., INC.		21-01839	COVID & Misc. Office Supplies	51.96	0.00	
1-01-28-372-901	PUBLIC WORKS SUPPLIES					
04439 CINTAS FIRE PROTECTION		21-01837	SERVICE STOVE AT CCC	314.88	0.00	
1-01-28-372-902	POOL CHEMICALS					
00478 REISINGER OXYGEN SERVICE INC		22-00024	POOL CHEMICALS	177.10	0.00	
1-01-28-372-904	CCC HOUSEKEEPING SUPPLIES					
02044 W.B.MASON CO., INC.		21-01838	Janitorial & Court Supplies	634.44	0.00	
02044 W.B.MASON CO., INC.		21-01839	COVID & Misc. Office Supplies	<u>1,129.11</u>	0.00	
				1,763.55		
1-01-29-390-030	BOOKS/MATERIALS					
04458 RECORDER PUBLISHING CO., INC.		21-01734	THE PROGRESS- 2YR SUBSCRIPTION	200.00	0.00	
00646 EBSCO INFORMATION SERVICES		21-01820	NEWSPAPER & MAGAZINES	483.89	0.00	
04102 OVERDRIVE, INC.		21-01821	DIGITAL BOOK ORDER	1,490.10	0.00	
00627 BAKER & TAYLOR BOOKS		21-01822	BOOKS	74.23	0.00	
01077 MICROMARKETING LLC		21-01824	E-BOOK ORDER	<u>34.00</u>	0.00	
				2,282.22		
1-01-29-390-071	ELECTRIC & GAS					
04383 CONSTELLATION NEW ENERGY, INC.		22-00101	262 BLOOMFIELD 11/30-12/29/21	426.12	0.00	
1-01-31-440-075	ADMIN - TELEPHONE					
01478 VERIZON WIRELESS		22-00067	NOV 13- DEC 12 582292082-00002	543.27	0.00	
1-01-31-460-074	POLICE - GAS & OIL					
02906 WEX BANK		22-00013	DECEMBER '21 GAS CHARGES	5,423.57	0.00	
1-01-31-460-075	FIRE - GAS & OIL					
02906 WEX BANK		22-00013	DECEMBER '21 GAS CHARGES	540.17	0.00	
1-01-31-460-076	STREETS - GAS & OIL					
02906 WEX BANK		22-00013	DECEMBER '21 GAS CHARGES	5,275.43	0.00	
1-01-31-460-077	SENIORS - GAS & OIL					
02906 WEX BANK		22-00013	DECEMBER '21 GAS CHARGES	306.40	0.00	
1-01-43-490-011	FULL TIME REGULAR PAY					
00087 PAYROLL ACCOUNT		22-00001	01/06/2022 PAYROLL	3,916.26	0.00	
1-01-43-490-036	COURT OFFICE SUPPLIES					
02044 W.B.MASON CO., INC.		21-01771	Misc Office Supplies	7.24	0.00	
02044 W.B.MASON CO., INC.		21-01838	Janitorial & Court Supplies	72.83	0.00	
02044 W.B.MASON CO., INC.		21-01839	COVID & Misc. Office Supplies	<u>22.12</u>	0.00	
				102.19		
	Fund Total: CURRENT FUND			124,997.58		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: WATER OPERATING						
1-05-20-100-011 00087	S&W ALLOCATED TO WATER PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	2,437.96	0.00	
1-05-20-100-522 02044	WATER OFFICE SUPPLIES W.B.MASON CO., INC.	21-01771	Misc Office Supplies	7.24	0.00	
1-05-20-100-524 01309	OFFICE EQUIPMENT MAINTENANCE RIO SUPPLY, INC.	21-01840	Neptune software maintnce2022	3,550.00	0.00	
1-05-20-100-540 03022	SUPPLIES ONE CALL CONCEPTS	21-00119	2021 Markouts / Messages	25.74	0.00	B
1-05-20-100-544 00420	STATE WATER FEES NJ STATE PWT	22-00010	4TH QTR 2021 PUBLIC WATER TAX	462.51	0.00	
1-05-20-100-999 00996	OTHER/MISCELLANEOUS WELDON ASPHALT DIVISION	21-01775	12 Arlington wtr service	366.21	0.00	
Fund Total: WATER OPERATING				6,849.66		
Fund: SEWER OPERATING						
1-07-20-100-011 00087	S&W ALLOCATED TO SEWER PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,373.35	0.00	
1-07-20-100-521 04489	CHEMICAL TREATMENT G2O TECHNOLOGIES LLC	21-01127	2021 SEWER TREATMENT SERVICES	8,350.96	0.00	B
1-07-20-100-524 04383	ELECTRIC & GAS (DIRECT ELECTRICITY) CONSTELLATION NEW ENERGY, INC.	22-00100	PINE TREE PLACE 12/4/21-1/5/22	58,312.22	0.00	
1-07-20-100-529 4514	LEGAL FEES MARAZITI FALCON, LLP	21-01642	SEWER UTILITY PRO. SERVICES	44,391.72	0.00	B
1-07-20-100-532 03210	PROFESSIONAL SERVICE FEES BECKMEYER ENGINEERING PC	21-00171	2021 STORM WATER MANAGER	2,000.00	0.00	B
00306	MOTT MACDONALD	21-00558	2021 LICENSED SEWER OPERATOR	36,000.00	0.00	B
00306	MOTT MACDONALD	22-00085	WETLANDS SURVEY	1,500.00	0.00	
				<u>39,500.00</u>		
1-07-20-100-538 03709	DIRECT SLUDGE REMOVAL COST PASSAIC VALLEY SEWERAGE COMMIS	22-00080	SLUDGE REMOVAL 12/01-12/31/21	20,727.00	0.00	
1-07-20-100-540 04523	MISCELLANEOUS PUMPING SERVICES, INC.	22-00037	INSTALL/REMOVE MIXER RENTAL	2,730.50	0.00	
Fund Total: SEWER OPERATING				175,385.75		
Year Total:				307,232.99		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CURRENT FUND					
2-01-20-100-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	4,234.06	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>2,601.50</u>	0.00	
				6,835.56		
2-01-20-100-026	OFFICE EQUIPMENT/MAINTENANCE					
04450	BIS DIGITAL, INC.	22-00045	2022 MAINTENANCE CONTRACT	1,636.00	0.00	
2-01-20-100-028	CONSULTANTS					
04249	THE BANKER GROUP, LLC	22-00008	JAN. 2022 ADMIN SERVICES	11,250.00	0.00	
00532	SULLIVAN, RAYMOND S. JR.	22-00083	2021 CONSULTANT FEES	<u>8,750.00</u>	0.00	
				20,000.00		
2-01-20-100-053	XEROX COPIER					
04394	DEX IMAGING LLC	22-00107	01/12/22 COPIER OVERAGES	138.01	0.00	
2-01-20-100-059	COMPUTER MAINTENANCE					
01190	TRI-STATE TECHNICAL SERVICES	22-00108	MISC. TECHNICAL SERVICES	240.00	0.00	
2-01-20-100-299	MISCELLANEOUS					
04385	KELLEY, JOHN	22-00026	REIMBURSEMENT - ZOOM	232.94	0.00	
04385	KELLEY, JOHN	22-00110	REIMBURSEMENT - WWTP MEETING	<u>231.67</u>	0.00	
				464.61		
2-01-20-120-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,793.75	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>585.56</u>	0.00	
				2,379.31		
2-01-20-120-103	EDUCATION-CLERK CERTIFICATION					
04375	HEUN, BRITTANY	22-00009	CLERK CERITIFCATION COURSE FEE	745.00	0.00	
2-01-20-130-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	195.70	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>195.70</u>	0.00	
				391.40		
2-01-20-145-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	2,100.00	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>2,100.00</u>	0.00	
				4,200.00		
2-01-20-145-036	TAX OFFICE SUPPLIES					
04394	DEX IMAGING LLC	22-00107	01/12/22 COPIER OVERAGES	87.60	0.00	
2-01-20-150-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,456.70	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>1,456.70</u>	0.00	
				2,913.40		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-155-027 04225	LEGAL FEES MANDELBAUM SALSBURG P.C.	22-00039	2022 RETAINER	5,416.66	0.00	B
2-01-22-195-011 00087	FULL TIME REGULAR PAY PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	5,857.31	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>5,857.31</u>	0.00	
				11,714.62		
2-01-22-195-026 01994	EQUIPMENT MAINTENANCE MITCHELL HUMPHREY	22-00102	2022 ANNUAL MAINTENANCE FEE	2,865.00	0.00	
2-01-22-195-036 04078	CONSTRUCTION CODE OFFICE SUPPLIES MAG & ASSOCIATES, LLC.	22-00070	VIOLATION NOTICES CODE ENFORCE	220.00	0.00	
2-01-23-220-150 00752	EMPLOYEE HEALTH BENEFITS NJ HEALTH BENEFITS PROGRAM	22-00062	JAN. '22 HEALTH INS-ACTIVE	54,577.78	0.00	
2-01-23-220-151 00254	DENTAL/VISION GUARDIAN LIFE INS.CO.AMERICA	22-00011	JAN. 2022 DENTAL/VISION/LTD	5,591.47	0.00	
2-01-23-220-153 00752	CHAPTER 88 - RETIREES NJ HEALTH BENEFITS PROGRAM	22-00063	JAN. '22 HEALTH INS-RETIREES	37,641.42	0.00	
2-01-25-240-011 00087	FULL TIME REGULAR PAY PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	110,840.86	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>91,949.81</u>	0.00	
				202,790.67		
2-01-25-240-014 00087	CROSSING GUARDS PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	1,904.00	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>4,009.79</u>	0.00	
				5,913.79		
2-01-25-240-043 03967	UNIFORMS BOROUGH OF CALDWELL	22-00034	PETTY CASH	55.34	0.00	
2-01-25-240-119 03967	POLICE COMPUTER BOROUGH OF CALDWELL	22-00034	PETTY CASH	137.51	0.00	
2-01-25-240-155 04341	MAINTENANCE CONTRACT GUARDIAN TRACKING, LLC	22-00103	2022 ANNUAL SOFTWARE RENEWAL	730.00	0.00	
2-01-25-265-030 02865	FIRE SUPPLIES PENGUIN MANAGEMENT, INC.	21-01774	edispatches service	621.00	0.00	
2-01-25-266-010 00087	FIRE PREVENTION S&W PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	5,949.56	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>3,779.96</u>	0.00	
				9,729.52		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	17,451.68	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>14,817.51</u>	0.00	
				32,269.19		
2-01-26-290-050	DPW SUPPLIES					
02464	PROSTOCK AUTO PARTS	22-00091	WASHER SOLVENT	16.50	0.00	
00244	GRAINGER	22-00092	LUBRICANT	<u>115.95</u>	0.00	
				132.45		
2-01-26-305-079	ADDITIONAL TRANSFER CHARGES					
00153	ECUA	22-00104	JAN. 2022 1ST HALF SOLID WASTE	10,533.51	0.00	
2-01-26-310-024	REPAIRS & MAINTENANCE					
04288	AIR GROUP LLC	22-00090	HEAT FOR LIBRARY	326.00	0.00	
2-01-26-315-027	STREETS - VEHICLE REPAIRS					
04325	C & L TRUCK REPAIR, INC.	22-00093	COMPACTOR REPAIRS	3,121.39	0.00	
2-01-27-330-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	2,554.09	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>1,768.77</u>	0.00	
				4,322.86		
2-01-27-330-036	OFFICE SUPPLIES					
04394	DEX IMAGING LLC	22-00107	01/12/22 COPIER OVERAGES	87.61	0.00	
2-01-27-335-299	ENVIRONMENTAL COMMISSION MISCELLANEOUS					
02282	MARCHIONI, ANN	22-00097	SR. GERARDA HONORARIUM REIMB.	50.00	0.00	
2-01-28-370-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	2,816.99	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>2,394.12</u>	0.00	
				5,211.11		
2-01-28-371-138	CAMP WYANOKIE					
00593	CAMP WYANOKIE	22-00025	2022 CONTRIBUTION	2,975.00	0.00	
2-01-28-372-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	2,861.56	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>2,539.96</u>	0.00	
				5,401.52		
2-01-28-372-109	COMMUNITY PASS					
03964	CAPTUREPOINT	22-00012	2022 COMMUNITY PASS DATABASE	50.00	0.00	B
2-01-28-372-803	COPIER LEASE					
04394	DEX IMAGING LLC	22-00107	01/12/22 COPIER OVERAGES	87.61	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-29-390-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	8,188.21	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>8,290.21</u>	0.00	
				16,478.42		
2-01-36-472-021	SOCIAL SECURITY/MEDICARE					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	9,288.63	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>6,204.66</u>	0.00	
				15,493.29		
2-01-36-476-021	DCRP					
02930	PRUDENTIAL RETIREMENT	22-00005	EMPLOYER CONTRIBUTIONS-DCRP	37.16	0.00	
02930	PRUDENTIAL RETIREMENT	22-00049	EMPLOYER CONTRIBUTIONS-DCRP	<u>21.54</u>	0.00	
				58.70		
2-01-43-490-011	FULL TIME REGULAR PAY					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	5,089.54	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>5,215.44</u>	0.00	
				10,304.98		
2-01-45-930-020	INTEREST ON BONDS					
4108	DEPOSITORY TRUST COMPANY	22-00035	BOND INTEREST 01/14/2022	24,723.63	0.00	
2-01-55-204-020	ACCOUNTS PAYABLE					
02044	W.B.MASON CO., INC.	21-01667	SUPPLIES	423.50	0.00	
2-01-55-205-020	TAX OVERPAYMENTS					
02330	WELLS FARGO REAL ESTATE TAX SV	22-00016	TAX REFUND - BLOCK 54, LOT 1	135.60	0.00	
04531	YANUZZI, ANTONIA	22-00017	TAX REFUND - BLOCK 54, LOT 6	<u>500.00</u>	0.00	
				635.60		
	Fund Total: CURRENT FUND			510,722.04		
Fund:	WATER OPERATING					
2-05-20-100-011	S&W ALLOCATED TO WATER					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	10,140.21	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>9,113.48</u>	0.00	
				19,253.69		
2-05-20-100-521	MISCELLANEOUS					
01069	USA BLUEBOOK	22-00096	Chart pens & hydrant markers	774.51	0.00	
	Fund Total: WATER OPERATING			20,028.20		
Fund:	SEWER OPERATING					
2-07-20-100-011	S&W ALLOCATED TO SEWER					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	7,874.09	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>4,879.20</u>	0.00	
				12,753.29		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-20-100-522 00884 AVAYA INC.	TELEPHONE	22-00105	SEWER PHONE 12/11/21-03/10/22	37.59	0.00	
	Fund Total: SEWER OPERATING			12,790.88		
	Year Total:			543,541.12		
Fund:	GENERAL CAPITAL					
C-04-20-138-903 02442 SCHIFANO CONSTRUCTION	2020 ROAD IMPROVEMENT PROGRAM	21-01651	RES. 8-183 ROAD IMPROVEMENTS	265,475.06	0.00	B
C-04-21-141-100 04490 AZZOLINA & FEURY ENGINEERING	REDEVELOPMENT	21-01281	RES: 9-213 PROFESSIONAL SRVCS	35,750.00	0.00	
03752 MILLENNIUM STRATEGIES LLC		21-01665	RES. 11-247 GRANTSMANSHIP SRVC	3,601.00	0.00	B
03067 MCMANIMON, SCOTLAND & BAUMANN, LLC		22-00076	PROFESSIONAL SERVICES	7,329.50	0.00	
04379 FMHUB, LLC		22-00109	ELECTRONIC MUNICARD	500.00	0.00	
				<u>47,180.50</u>		
C-04-21-141-700 02442 SCHIFANO CONSTRUCTION	ROAD IMPROVEMENTS	21-01651	RES. 8-183 ROAD IMPROVEMENTS	183,612.48	0.00	B
C-04-55-160-013 03967 BOROUGH OF CALDWELL	DUE TO/FROM PAYROLL	22-00038	04 TO 13 INTERFUND TRANSFER	250,000.00	0.00	
	Fund Total: GENERAL CAPITAL			746,268.04		
Fund:	SEWER CAPITAL					
C-08-20-138-801 04522 REINER PUMP SYSTEMS, INC.	VARIOUS SEWER IMPROVEMENTS	21-01656	NEW WAS PUMP - SEWER PLANT	19,443.00	0.00	
	Fund Total: SEWER CAPITAL			19,443.00		
	Year Total:			765,711.04		
Fund:	ANIMAL CONTROL					
T-10-55-160-999 00413 NJ DEPT HEALTH & SENIOR SERV	DOG LICENSE FEES TO STATE	21-01845	DOG LICENSES FOR 2021	392.40	0.00	
	Fund Total: ANIMAL CONTROL			392.40		
Fund:	TRUST OTHER					
T-11-55-286-006 04527 JDA ENGINEERING, INC.	REDEVELOPMENT ESCROW	22-00071	LANE AVE REDEVELOPMENT ESCROW	4,231.25	0.00	
T-11-55-286-026 00087 PAYROLL ACCOUNT	POLICE OUTSIDE DUTY	22-00001	01/06/2022 PAYROLL	2,480.00	0.00	
00083 CURRENT ACCOUNT		22-00003	01/06/22 PAYROLL- OUTSIDE DUTY	1,007.50	0.00	
00087 PAYROLL ACCOUNT		22-00050	01/20/2022 PAYROLL	1,520.00	0.00	
00083 CURRENT ACCOUNT		22-00052	01/20/22 PAYROLL- OUTSIDE DUTY	617.50	0.00	
				<u>5,625.00</u>		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-11-55-286-031	FOOD PANTRY DONATIONS					
00087	PAYROLL ACCOUNT	22-00001	01/06/2022 PAYROLL	270.00	0.00	
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	<u>189.00</u>	0.00	
				459.00		
T-11-55-286-032	COMMUNITY CENTER TRUST					
00212	FEDEX	22-00073	CCC MUSIC MAN POSTAGE	34.78	0.00	
T-11-55-286-035	AFFORDABLE HOUSING TRUST					
00087	PAYROLL ACCOUNT	22-00050	01/20/2022 PAYROLL	1,000.00	0.00	
	Fund Total: TRUST OTHER			11,350.03		
Fund:	PAYROLL FUND					
T-13-55-286-010	ADP - NET PAYROLL					
04478	PRIMEPOINT, LLC	22-00002	01/06/22 NET PAYROLL/PR TAXES	150,897.87	0.00	
04535	CAPOZZOLI, DANTE	22-00047	01/20/2022 PAYROLL	1,175.40	0.00	
04478	PRIMEPOINT, LLC	22-00051	01/20/22 NET PAYROLL/PR TAXES	<u>133,830.05</u>	0.00	
				285,903.32		
T-13-55-286-020	ADP - PAYROLL TAXES					
04478	PRIMEPOINT, LLC	22-00002	01/06/22 NET PAYROLL/PR TAXES	51,610.45	0.00	
04478	PRIMEPOINT, LLC	22-00051	01/20/22 NET PAYROLL/PR TAXES	<u>7,920.78</u>	0.00	
				59,531.23		
T-13-55-286-110	MASS MUTUAL CONTRIBUTIONS					
03444	MASSMUTUAL RETIREMENT SERVICES	22-00007	EE CONTRIBUTIONS W/E 01/06/22	1,524.00	0.00	
03444	MASSMUTUAL RETIREMENT SERVICES	22-00054	EE CONTRIBUTIONS W/E 01/20/22	<u>1,524.00</u>	0.00	
				3,048.00		
T-13-55-286-250	AFLAC INSURANCE					
03447	AFLAC INSURANCE	22-00056	JANUARY 2022 EE CONTRIBUTION	1,125.14	0.00	
T-13-55-286-260	NY LIFE INSURANCE					
03955	NEW YORK LIFE INSURANCE	22-00055	JANUARY 2022 BILLING	72.78	0.00	
T-13-55-286-310	PFRS - PENSION CONTRIBUTIONS					
00416	NJ STATE PFRS	22-00060	4TH QTR 2021 PFRS - IROC	18,666.14	0.00	
00416	NJ STATE PFRS	22-00061	JANUARY '22 PFRS CONTRIBUTION	<u>19,421.98</u>	0.00	
				38,088.12		
T-13-55-286-330	PFRS - BACK DEDUCTIONS					
00416	NJ STATE PFRS	22-00060	4TH QTR 2021 PFRS - IROC	146.94	0.00	
00416	NJ STATE PFRS	22-00061	JANUARY '22 PFRS CONTRIBUTION	<u>146.94</u>	0.00	
				293.88		
T-13-55-286-350	PFRS LOANS					
00416	NJ STATE PFRS	22-00060	4TH QTR 2021 PFRS - IROC	6,069.14	0.00	
00416	NJ STATE PFRS	22-00061	JANUARY '22 PFRS CONTRIBUTION	<u>6,106.43</u>	0.00	
				12,175.57		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-13-55-286-410	PERS - PENSION CONTRIBUTIONS					
00415 NJ STATE PERS		22-00058	4TH QTR 2021 IROC PERS	6,903.20	0.00	
00415 NJ STATE PERS		22-00059	JANUARY '22 PERS CONTRIBUTION	<u>6,804.84</u>	0.00	
				13,708.04		
T-13-55-286-420	PERS - CONTRIBUTORY INSURANCE					
00415 NJ STATE PERS		22-00058	4TH QTR 2021 IROC PERS	459.99	0.00	
00415 NJ STATE PERS		22-00059	JANUARY '22 PERS CONTRIBUTION	<u>453.62</u>	0.00	
				913.61		
T-13-55-286-430	PERS - BACK DEDUCTIONS					
00415 NJ STATE PERS		22-00058	4TH QTR 2021 IROC PERS	0.00	0.00	
00415 NJ STATE PERS		22-00059	JANUARY '22 PERS CONTRIBUTION	<u>0.00</u>	0.00	
				0.00		
T-13-55-286-450	PERS LOANS					
00415 NJ STATE PERS		22-00058	4TH QTR 2021 IROC PERS	492.43	0.00	
00415 NJ STATE PERS		22-00059	JANUARY '22 PERS CONTRIBUTION	<u>492.46</u>	0.00	
				984.89		
T-13-55-286-510	DCRP					
02930 PRUDENTIAL RETIREMENT		22-00004	EMPLOYEE CONTRIBUTIONS-DCRP	68.12	0.00	
02930 PRUDENTIAL RETIREMENT		22-00048	EMPLOYEE CONTRIBUTIONS-DCRP	<u>39.48</u>	0.00	
				107.60		
T-13-55-286-610	UNION DUES - TEAMSTERS					
03446 TEAMSTERS LOCAL 97 OF NJ		22-00057	JAN. 2022 EE CONTRIBUTION	421.00	0.00	
T-13-55-286-620	UNION DUES - PBA					
03445 WEST ESSEX PBA LOCAL		22-00006	PBA DUES W/E 01/06/2022	320.00	0.00	
03445 WEST ESSEX PBA LOCAL		22-00053	PBA DUES W/E 01/20/2022	<u>320.00</u>	0.00	
				640.00		
	Fund Total: PAYROLL FUND			417,013.18		
	Year Total:			428,755.61		

Revenue Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-08-160-002	DUE TO STATE OF NJ					
00885	NJ STATE TREASURER	22-00082	4TH QTR'21 STATE TRAINING FEES	9,418.00	0.00	
	Revenue Total:			9,418.00		

Total Charged Lines: 279 Total List Amount: 2,054,658.76 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	1-01	124,997.58	0.00	0.00	124,997.58
WATER OPERATING	1-05	6,849.66	0.00	0.00	6,849.66
SEWER OPERATING	1-07	<u>175,385.75</u>	<u>0.00</u>	<u>0.00</u>	<u>175,385.75</u>
Year Total:		307,232.99	0.00	0.00	307,232.99
CURRENT FUND	2-01	510,722.04	9,418.00	0.00	520,140.04
WATER OPERATING	2-05	20,028.20	0.00	0.00	20,028.20
SEWER OPERATING	2-07	<u>12,790.88</u>	<u>0.00</u>	<u>0.00</u>	<u>12,790.88</u>
Year Total:		543,541.12	9,418.00	0.00	552,959.12
GENERAL CAPITAL	C-04	746,268.04	0.00	0.00	746,268.04
SEWER CAPITAL	C-08	<u>19,443.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,443.00</u>
Year Total:		765,711.04	0.00	0.00	765,711.04
ANIMAL CONTROL	T-10	392.40	0.00	0.00	392.40
TRUST OTHER	T-11	11,350.03	0.00	0.00	11,350.03
PAYROLL FUND	T-13	<u>417,013.18</u>	<u>0.00</u>	<u>0.00</u>	<u>417,013.18</u>
Year Total:		428,755.61	0.00	0.00	428,755.61
Total of All Funds:		<u>2,045,240.76</u>	<u>9,418.00</u>	<u>0.00</u>	<u>2,054,658.76</u>



BOROUGH OF CALDWELL
NEW JERSEY

Resolution No: 1-40
Date of Adoption: January 25, 2022

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR LICENSED SEWER OPERATOR SERVICES FOR THE CALENDAR YEAR 2022

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Borough of Caldwell has a need to acquire Licensed Sewer Operator services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Chief Financial Officer 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 from January 1, 2022 to December 31, 2022; and,

WHEREAS, Mott MacDonald will provide Licensed Sewer Operator services for \$3,000 per month + plus an additional hourly fee of \$150.00 - \$282.00 for additional tasks outside the scope of the Licensed Sewer Operator position not to exceed \$60,000.00; and,

WHEREAS, Mott MacDonald has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a candidate or candidate committee in the Borough of Caldwell in the previous one-year, and that this contract will prohibit him 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 Borough Council of the Borough of Caldwell authorizes the Borough Administrator to enter into a contract with Mott MacDonald 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.

CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

2-07-20-100-532 SEWER O/E - PROFESSIONAL SERVICES NTE \$60,000.00

Line Item Description Amount
Chris Battaglia, Chief Financial Officer 2022-01-21 Date

RECORD OF COUNCIL VOTE

presented the following resolution - Seconded by:

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Table with 10 columns: Name, Yes, No, Absent, Abstain, Name, Yes, No, Absent, Abstain. Rows include DePalma-Iozzi, Gates, and Cole.

Brittany Heun, Deputy Clerk

John Kelley, 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: 1-41

Date of Adoption: January 25, 2022

TITLE:

**RESOLUTION APPROVING THE APPOINTMENT OF NICHOLAS SILVERTHORNE A
FIREFIGHTER FOR THE CALDWELL VOLUNTEER FIRE DEPARTMENT**

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the appointment of the following persons as Firefighters for the Caldwell Volunteer Fire Department.

Nicholas Silverthorne
8 Leaycraft Lane
Caldwell, NJ 07006

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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



BOROUGH OF CALDWELL

Resolution No: 1-42
 Date of Adoption: January 25, 2022

TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF REFUNDS FOR THE CALDWELL COMMUNITY CENTER TRIP TO SEE *The Music Man* ON BROADWAY

Recommended for approval by:

Approved as to form and legality by:

 Thomas Banker, Administrator

 Title:

Whereas, The Borough of Caldwell has closed the Caldwell Community Center for the remainder of the year 2020; and

Whereas, New York’s City’s Broadway Theater District has been shut down due to the Coronavirus Pandemic; and

Whereas, the Community Center had previously scheduled a trip for members to see the Broadway Musical, *The Music Man*; and

Whereas, many members had previously registered to participate in the Broadway trip and had paid registration fees and where necessary; and

Whereas, the closure of the Community Center, and the closure of Broadway, means that the 2020 Broadway trip had been postponed for 2020, but was with Broadway being reopened, the trip took place January 19, 2022; and

Whereas, due to the growing numbers of the COVID-19 Omicron variant, some registrants were unable to attend the show;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell, New Jersey That:

1. The Borough Administrator and the Chief Financial Officer are hereby authorized to refund to monies owed to certain registrants totaling \$1,275, calculations for which are provided in the exhibits attached; and
2. Upon the receipt of payment from the ticket company, the Chief Financial Officer, is authorized to issue the reimbursements to the participants.
3. The Borough Administrator and the Chief Financial Officer are hereby authorized to generate purchase orders and to enter such purchase orders into the borough’s accounts payable system in order to refund such amounts as are due to all those entitled to refunds; and
4. In the processing of purchase orders for the purpose of providing the Broadway trip refunds, the recipients of the refunds shall not be required to sign the purchase orders as a condition of payment in order to expedite the refund process; and
5. The Borough Administrator and the Chief Financial Officer are further authorized to issue checks in the amounts determined to all those entitled to trip refunds without further action by the mayor and council; and
6. The Borough Administrator and the Chief Financial Officer shall report to the Mayor and Council after the issuance of all checks generated pursuant to this resolution as to the exact amounts and the recipients thereof as have been paid pursuant to this resolution.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

 Brittany Heun, Deputy Clerk

 John Kelley, Mayor

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

Music Man Trip Reimbursements

Selma Brookman—\$ 255.00 (1 Ticket)

519 Bloomfield Avenue Apt. 1L, Caldwell, NJ 07006

Fran Work - \$510.00 (2 Tickets)

4 brook valley rd towaco NJ 07082

Pam Wurst - \$510.00 (2 Tickets)

37A Elizabeth Court Secaucus NJ 07094



BOROUGH OF CALDWELL
NEW JERSEY

Resolution No: 1-44

Date of Adoption: January 25, 2022

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH TOPOLOGY NJ, LLC IN AN AMOUNT NOT TO EXCEED \$35,000

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Local Public Contracts Law (N.J.S.A.11-1 et seq.) provides that contracts for professional services may be negotiated and awarded by the governing body without public advertising for bids; and

WHEREAS, the Borough of Caldwell (the "Borough") wishes to engage the services of Topology NJ LLC ("Topology") for the provision of professional planning services; and

WHEREAS, the Borough Administrator has solicited a proposal from Topology for such services and has negotiated with Topology terms and conditions that are appropriate to the needs of the Borough;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell New Jersey That:

- 1. The proposal of Topology which is attached to and made part of this resolution are hereby accepted by the Borough as the basis of a contract for the provision of those services by Topology; and
2. The Borough Administrator is hereby authorized and directed to enter into an agreement with Topology for the provision of the services described in the attached proposals; and
3. The maximum amount authorized to be paid to Topology pursuant to such agreement is thirty-five thousand dollars (\$35,000); and
3. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow to perform the services and receive the compensation set forth in the attached proposals; and
4. The award of this contract is subject to and conditioned upon the provision by the Chief Financial Officer of the Borough of a certification of the availability of funds sufficient to provide for payment of the contract; and
5. The Borough Clerk is hereby authorized and directed to cause such notices as are required by statute to be provided in the form as required by such statutes for the award of contracts of this type.

RECORD OF COUNCIL VOTE

presented the following resolution - Seconded by:

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Table with 10 columns for council members and their votes (Yes, No, Absent, Abstain). Rows include DePalma-Iozzi, Lace, Gates, Buechner, and Cole, Alonso.

Brittany Heun, Deputy Clerk

John Kelley, Mayor



UNLOCKING POTENTIAL
IN PLACES YOU LOVE
60 Union Street, #1N
Newark, NJ 07105

January 14, 2022

Mr. Thomas Banker
Business Administrator, Borough of Caldwell
1 Provost Square
Caldwell, NJ 07006

Re: 2022 Proposal for On-Call Planning Services

Dear Mr. Banker,

We are very pleased to submit the following proposal for professional planning services for the Borough of Caldwell, to be provided on an “on-call” basis.

SCOPE OF SERVICES

Topology understands that the Borough may require on-call services to provide professional planning expertise, facilitate related decision-making, and manage public processes that yield positive outcomes. In this role, Topology will provide, on an on-call basis, planning services that could include, but are not necessarily limited to:

- Affordable housing matters and compliance with New Jersey regulations as requested and in collaboration with special affordable housing counsel.
- Redevelopment planning, which may include:
 - Meetings with individual/prospective (re)developers, community stakeholders, or Borough’s professional consulting team, staff, elected/appointed officials, and/or legal counsel.
 - Prepare policy and compliance reports, zoning analysis, and general guidance on implementing/modifying Redevelopment Plan(s).
 - Prepare and deliver reviews, via expert testimony, regarding Topology’s review of, and recommendations to improve, redeveloper submissions. Among other things, reviews will confirm consistency and compliance with adopted redevelopment plan(s) in connection with redeveloper designation.
 - Analysis, attendance, and expert testimony at Borough Planning Board Meetings for site plan application submissions of designated redevelopers.
- Existing zoning ordinance analysis and preparation of amendment(s), as may be requested.
- Other special assignments as may be identified by Borough officials.

FEES + PAYMENT TERMS

Topology will provide planning services as outlined above to address the Board’s needs on the following hourly fee schedule:

- Principal: \$250

- Director: \$200
- Senior Planner: \$175
- Planner: \$150
- Junior Planner: \$125
- Graphic Designer: \$125

Topology will not proceed with any work under this proposal without first receiving written approval by the Borough Administrator. Said authorizations shall include an estimate of time/cost anticipated for completion of assigned tasks. The rate specifically excluded costs that would be billed as reimbursable including but not limited to:

- Costs associated with materials for public engagement sessions
- Procurement of data from third party vendors
- Printing and production of deliverables
- Courier or express mail
- Mileage travel costs

Topology will issue invoices monthly for services provided over the course of the previous month. Payment is due within thirty (30) days from receipt of Topology's invoice.

This agreement is effective as of the date of execution and will terminate no later than December 31, 2022. Any work requested to be performed under this contract after such date will be billed at prevailing rates, unless the work is not completed due to Topology's delays or inaction.

TOPOLOGY NJ LLC

TERMS AND CONDITIONS

These Terms and Conditions, (the "Agreement") are entered into this ____ day of, _____ 2021 ("Effective Date"), by and between Topology NJ, LLC, a New Jersey limited liability company having an address at 60 Union Street # 1N Newark, NJ 07105 ("Topology") and _____, a [ENTITY TYPE] having an address at _____ ("Client"). Topology and Client may be referred to individually as a "party" or collectively as the "parties".

1. Services.

a) Topology agrees to provide the professional services (the "Services") set forth in each scope of work signed by the parties, in the form attached hereto as Scope of Services (each, a "SOW"). This Agreement or the applicable SOW may incorporate by reference other engagement documents entered into by the parties thereunder. Each such SOW is incorporated into this Agreement by reference. Unless otherwise directed in writing by an authorized representative of Topology, all payments owed by Client for the Services shall be remitted directly to Topology in accordance with Section 2.

b) Topology's obligation to achieve the dates or milestones governed by this Agreement are subject to the timely performance of Client of its obligations hereunder as applicable so as to not interfere with Topology's achievement of such obligations. Topology shall utilize diligent efforts to meet such dates and shall notify Client promptly if Topology encounters significant delays in completing the Services.

(c) If Client requests a change to an SOW or engagement document that Topology reasonably believes will result in a change in (i) the schedule for completing the Services; (ii) the engagement document requirements; or (iii) the estimate of compensation for the Services, then Topology will provide Client with a written change order that sets forth the changes and the estimated delay, if any, in the completion or delivery of the Services or Deliverables (defined below). Client will indicate its acceptance by signing the change order. Topology shall have no obligation to perform any Services not set forth in an SOW or engagement document or any Services affected by a requested change, unless pursuant to a signed change order by Client. Topology shall not be responsible for delays or additional Services needed as a result of unforeseen or unknown information or issues with respect to Client's systems, technology, or infrastructure or as a result of Client's delay in accepting a change order on terms and conditions required by Topology. Client acknowledges that such issues may arise as Topology commences the Services and that such issues may result in the need for one or more change orders. In no event shall any change order proposal be deemed a breach or threatened breach of this Agreement by Topology and Topology shall be paid for its Services rendered irrespective of the party's mutual agreement to continue under a change order. Notwithstanding anything to the contrary set forth in this Agreement or the applicable engagement document, any agreed upon fees or estimated expenses set forth in the engagement documents may be subject to increases pursuant to one or more change orders.

2. Payment of Invoices.

Client will compensate Topology under the terms of this Agreement for the Services performed and expenses incurred, through the term or effective date of termination of this Agreement or the applicable SOW (in each case, the applicable "engagement"). All non-escrow reimbursable expenses for the Services shall not exceed \$2,500.00 per month. If payment is not received within forty-five (45) days of receipt of an undisputed invoice or within sixty (60) days of receipt of a disputed invoice for the Services performed (i) such invoice shall accrue a late charge equal to the lesser of (A) 1½% per month or (B) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Topology will invoice by email monthly by the 15th of the month following the month during which fees and expense were incurred. Topology may also suspend or terminate the Services upon ten (10) days further written notice to Client for any overdue invoices and Client's failure to cure same. Client shall be responsible for any taxes imposed on the Services or on the applicable engagement, other than taxes imposed by employment withholding for Topology's personnel or on Topology's income or property. In the event of a conflict between the payment terms set forth in an applicable SOW and this Agreement, the payment terms of the applicable SOW shall control.

3. Term.

This Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated or upon the completion of the Services to be performed by Topology. Unless terminated sooner as set forth below, this Agreement shall terminate upon the completion of the applicable Services relating thereto. Either party may terminate this Agreement at any time by giving the other party thirty (30) days' notice, in writing. In the event of the termination of this Agreement, Topology will be paid all outstanding amounts previously billed and due in accordance with this Agreement plus the time, materials and expenses incurred up to the effective date of termination. At the point of termination, and provided Client pays for Topology's time to collect the materials, Topology will provide Client with documents and materials prepared for Client during the time Topology provided services under this Agreement. Topology may suspend the provision of Services for non-payment of fees and expenses pursuant to this Agreement until payment is brought current.

4. Ownership and Use of Work

a) For purposes of this Agreement (i) "Intellectual Property" means works of authorship, materials, information and other intellectual property, including without limitation any ideas, information, data, processes, methodologies, methods, know-how, trade secrets, inventions, images, artwork, concepts, research, reports, content, techniques, formulae, plans, models, presentations, analyses or strategies; (ii) "Topology Property" means (1) all Intellectual Property created prior to or independently of the performance of the Services, or created by Topology for their use in performing the Services; and (2) any modifications, enhancements, improvements, or derivative works of any Intellectual Property described in Section 4.(a)(ii)(1) and Section 4.1(a)(ii)(2); and (iv) "Deliverables" means all Intellectual Property that Topology or its subcontractors (1) create for Client specifically to meet Client's business requirements and in accordance with the specifications in an applicable SOW; (2) deliver to Client as a result of the Services; and (3) that is not Topology Property.

b) To the extent applicable to copyright law, all Deliverables provided by Topology shall be deemed "works made for hire". For each Deliverable, subject to the terms and conditions set forth herein, Client retains all rights, title, and interest in and to the Deliverables. To the extent Client does not by operation of law or otherwise retain all rights, title, and interest in and to the Deliverables, Topology agrees to ensure all rights, title, and interest therein and thereto are assigned to Client. To the extent Topology Property is incorporated into the Deliverables, Topology hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license and right to use such Topology Property solely for Client's use of the Deliverables for its own customary business purposes.

c) Except for the limited license or rights granted herein by Topology to Client, Topology (or its third-party licensors) hereby retains all rights, title, and interest in and to Topology Property, including all rights under patent, trademark, and copyright law.

5. Representations and Warranties; Disclaimer.

Topology represents and warrants that (i) it shall perform the Services in accordance with the generally accepted standards for the industry in which

Topology practices, (ii) each Deliverable will conform in all material respects to the applicable specifications for such Deliverable set forth in each applicable SOW, and (iii) it shall comply with all applicable laws. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, TOPOLOGY HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

6. Limitation on Damages and Indemnification.

a) EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT AND WITH RESPECT TO ITS INFRINGEMENT OF THE INTELLECTUAL OR PROPRIETARY PROPERTY RIGHTS OF THE OTHER PARTY, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES IN AN AGGREGATE AMOUNT EXCEEDING THE FEES PAID BY CLIENT TO TOPOLOGY UNDER THE APPLICABLE SOW TO WHICH THE DAMAGES RELATE; AND (II) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, DATA, GOODWILL, REVENUES OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM), OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSS, DAMAGE, OR EXPENSE, RELATING TO THE ACTIVITIES GOVERNED BY THIS AGREEMENT.

b) Topology shall indemnify, defend and hold harmless Client, its subsidiaries, affiliates, officers, directors, and its personnel from any and all losses, damages, and liabilities ("Losses") incurred by Client in connection with any and all claims, demands, and actions ("Claims") brought or asserted by a third party arising from Topology's (i) breach of this Agreement, and (ii) negligence, willful misconduct, or violation of applicable law.

c) Client shall indemnify and hold harmless Topology, its subsidiaries, subcontractors and their respective personnel from any and all Losses incurred by Topology in connection with any and all Claims brought or asserted by a third party arising from Client's (i) breach of this Agreement, , (ii) negligence, willful misconduct, or violation of applicable law, and (iii) actions or omissions with respect to a developer's application to the Client, which is based on or related to the Services or Deliverables provided by Topology.

d) As a condition to the indemnity obligations contained herein, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

7. Client Responsibilities. Client shall cooperate with Topology hereunder, including, (i) providing Topology with reasonable facilities and timely access to data, information and personnel of Client; (ii) providing qualified personnel having appropriate skills to perform Client's obligations and duties in a competent and

timely fashion; (iii) providing a stable, fully functional infrastructure environment which will support the Services and allow Topology and Client to work productively; and (iv) promptly notifying Topology of any issues, concerns or disputes with respect to the Services. With respect to the information provided by Client to Topology or its subcontractors for the performance of the Services, Client shall have the rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to Topology for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) establishing and maintaining internal controls, including monitoring ongoing activities; and (g) accepting responsibility for the results of the Services. Topology's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Topology shall be entitled to rely on all decisions and approvals of Client.

8. Force Majeure. Neither party shall be liable for any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, fire, pandemics, epidemic or other casualty, act of G-d, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

9. Limitation on Actions. No action, regardless of form, relating to this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought not later than one year following the due date of the last payment owing to the party bringing such action.

10. Independent Contractor. Each party is an independent contractor and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

11. Confidentiality and Internal Use.

a) To the extent that, in connection with this Agreement, either party (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in this Agreement, (ii) to contractors providing administrative, infrastructure and other support services to the receiving party and subcontractors providing services in connection with this Agreement, have agreed to be bound by confidentiality obligations similar to those in this Section 11(a), (iii) as may be required by law or regulation, or to respond to governmental inquires, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any

obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 11(a) shall alter Client's obligations under Section 11(b). Topology may, however, use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

b) All Services and Deliverables shall be solely for Client's benefit and are not intended to be relied upon by any person or entity other than Client.

12. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this Agreement. In the event of any conflict or ambiguity between this Agreement and any other engagement documents, these terms and conditions of this master Agreement shall control. Each of the provisions of this Agreement shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation." This Agreement and the applicable engagement documents may be signed in counterparts and/or delivered electronically and, in such event, this Agreement shall be deemed fully executed and in full force and effect.

13. Assignment and Subcontracting. Except as provided below, neither party may assign, any of its rights or obligations (including, interests or claims) relating to this Agreement or the Services without the prior written consent of the other party.

14. Non-exclusivity. Topology may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, any materials or processes including those that may be similar to those produced as a result of the Services, provided that, Topology complies with its obligations of confidentiality set forth hereunder.

15. Non-solicitation. During the term of this Agreement or any ongoing engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party in the course of this Agreement shall not, without the other party's consent, directly or indirectly employ, solicit, engage or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his/her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

16. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

17. Entire Agreement, Amendment, and Notices. This Agreement and all engagement documents incorporated herein by reference or that specifically states that it is entered into pursuant hereto, including attachments, SOWs, addenda, and riders, constitute the entire agreement between the parties with respect to the applicable engagement, supersede all other oral and written representations,

understandings or agreements relating to the applicable engagement, and may not be amended except by written agreement signed by the parties. All notices hereunder shall be (i) in writing, (ii) delivered to the representatives of the parties at the addresses set forth in this Agreement, unless changed by either party by notice to the other party, and (iii) effective upon receipt.

18. Governing Law, Jurisdiction and Venue, and Severability. This Agreement, including attachments, and all matters relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey (without giving effect to the choice of law principles thereof). Any action based on or arising out of this Agreement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in the State of New Jersey. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of this Agreement is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

19. Consent to Limited Use of Client's Name. Each party consents to the other party using (i) such party's name and logo on its website and social media pages, and (ii) such party's name, logo and a description of the Services as a specific citation within proposals and other marketing efforts.

(Signatures to follow)

By signing below, the parties hereto have agreed to all of the terms and conditions of these Terms and Conditions, effective as of the Effective Date.

Philip Abramson
Principal
Topology NJ LLC

Thomas Banker
Business Administrator
Caldwell, NJ