



BOROUGH OF CALDWELL
ORDINANCE NO. 1400-21

AN ORDINANCE ADDING CHAPTER 252 "DEVELOPMENT FEES" OF THE BOROUGH OF CALDWELL TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development;

BE IT ORDAINED by the Mayor and Council of the Borough of Caldwell, Monmouth County, New Jersey, that the Code of the Borough of Caldwell is hereby amended to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Borough's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

150-18. Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

150-19. Basic Requirements

- A. This Ordinance shall not be effective until approved by the Court.
- B. The Borough of Caldwell shall not spend development fees until the Court has approved a plan for spending such fees (i.e., a Spending Plan).

150-20. Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

"Development fee" means money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

“Developer” means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

“Equalized assessed value” means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

“Green building strategies” means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

150-21. Residential Development Fees

A. Imposition of Fees

- 1) Within the Borough of Caldwell, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.
- 2) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

- 1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the Borough of Caldwell, shall be exempt from the payment of development fees.
- 2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance and any preceding Ordinance permitting the collection of development fees shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.
- 3) Any repair, reconstruction or improvement of a structure, the cost of which is less than 50% of the market value of the structure before the improvement or repair is started. For purpose of this section, "market value" shall mean the equalized assessed value of the existing improvement as established by the Borough Tax Assessor. The cost of the repair, reconstruction or improvements shall be determined by an itemized construction cost estimate prepared and submitted to the Construction Official. The estimate shall be signed and sealed by an architect or professional engineer licensed by the State of New Jersey, or where no such professionals are retained, signed by the contractor or the homeowner. Where prepared by the homeowner or contractor, the Borough Engineer may review such estimates for accuracy. "Substantial improvement" is considered to commence when the first alteration of any wall, floor or other structural part of the building commences, whether or not the alteration affects the external dimensions of the structure. The term does not, however, include either:

(a) Any project for improvement of a structure to comply with existing state or local building, fire, health, sanitary or safety code specifications which are only necessary to assure safe living conditions; or

(b) Any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Structural alterations that do not increase gross floor area of a building or structure or increase the equalized assessed value of a property shall be exempted from paying a development fee.

5) Nonprofit organizations constructing residential projects which have received tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code, providing current evidence of that status is submitted to the Municipal Clerk, together with a certification that services of the organization are provided at reduced rates to those who establish an inability to pay existing charges, shall be exempted from paying a development fee.

6) Federal, state, county and local governments shall be exempted from paying a development fee.

7) Homes replaced as a result of a natural disaster, fire or flood shall be exempt from the payment of a development fee. (This exemption applies only for the owner of record at the time of the fire, flood, or natural disaster.)

8. *[optional] Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.*

9. *[optional] Developers of [specific types of residential development, for example, developments with one or two owner-occupied dwelling units, green buildings, etc.] shall be [select one of the following: exempt from paying a development fee, or subject to a reduced fee of X percent].*

10. *[optional] Within the [name of zoning district(s) or area(s)], residential developers shall be exempt from paying a development fee.*

5. Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Caldwell as a lien against the real property of the owner.

6) Federal, state, county and local governments constructing nonresidential housing shall be exempted from paying a development fee.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the Borough of Caldwell fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I. *[select one of the following paragraphs]:*
The developer shall pay 100 percent of the calculated development fee amount prior to the municipal issuance of a final certificate of occupancy for the subject property.

OR

Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and the fee determined upon issuance of certificate of occupancy.

J. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Borough of Caldwell. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Caldwell. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of Caldwell for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

- 1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Borough of Caldwell;
- 2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
- 3) Rental income from municipally operated units;
- 4) Repayments from affordable housing program loans;
- 5) Recapture funds;
- 6) Proceeds from the sale of affordable units; and
- 7) Any other funds collected in connection with Caldwell's affordable housing program.

C. In the event of a failure by the Borough of Caldwell to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe Housing Element, 442 N.J. Super. 565 (Law Div.), *aff'd*, 442 N.J. Super. 563 (App. Div. 2015); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Caldwell, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund or impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

8. Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Borough of Caldwell's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Borough of Caldwell for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to very low-, low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to very low-income households earning 30 percent or less of the regional median household income by household size for Housing Region 2, in which Caldwell is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of the regional median household income by household size may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Borough of Caldwell, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Borough of Caldwell may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Court's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The Borough of Caldwell shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and

amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Borough), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Borough owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Caldwell's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

A. The ability for the Borough of Caldwell to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Borough of Caldwell has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Borough of Caldwell fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Borough of Caldwell shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Borough of Caldwell retroactively impose a development fee on such a development. The Borough of Caldwell also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

DATE OF INTRODUCTION: **January 26, 2021**

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

Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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



BOROUGH OF CALDWELL

ORDINANCE NO. 1402-21

AN ORDINANCE RESCINDING ORDINANCE 1393-20

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, on December 15, 2020, the Borough of Caldwell ("the "Borough") adopted Ordinance 1393-20, entitled "An Ordinance Authorizing the Acquisition of Real Property Designated as Block 23 Lot 9.02 on the Tax Map of the Borough of Caldwell, New Jersey, also known as 16 Park Avenue for an Amount Not to Exceed Six Hundred Seventy-Five Thousand Dollars (\$675,000)"; and

Whereas, that acquisition was to be part of an assemblage of land to be used in the relocation of many of the municipal functions of the Borough; and

Whereas, a key part of that assemblage was to be the property located at 10 Park Avenue, which is owned by the United States Postal Service ("USPS"); and

Whereas, in 2020 the Borough entered into a Letter of Intent ("LOI") with the USPS, which provided the methodology by which the Borough could acquire the USPS site; and

Whereas, in early 2021, the Borough was notified by the USPS that it was unilaterally terminating the LOI; and

Whereas, the Borough subsequently asked USPS to reinstate the LOI, but USPS declined to do so; and

Whereas, in the absence of certainty about its ability to acquire the USPS property, it is not in the interests of the Borough to continue to seek to assemble the Park Avenue site;

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

- 1. Ordinance 1393-20, entitled "An Ordinance Authorizing the Acquisition of Real Property Designated as Block 23 Lot 9.02 on the Tax Map of the Borough of Caldwell, New Jersey, also known as 16 Park Avenue for an Amount Not to Exceed Six Hundred Seventy-Five Thousand Dollars (\$675,000)" is hereby rescinded.
2. The Deputy Clerk is hereby authorized and directed to give such notices as are required by law so as to permit this ordinance to be adopted.

DATE OF INTRODUCTION: January 26, 2021

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

Table with 4 columns for Yes, No, Absent, Abstain and 4 rows for Council Members: Schmidt, Rodgers, Cole, Lace, DePalma-Iozzi, Gates.

Brittany Heun, Deputy Clerk

John Kelley, Mayor



BOROUGH OF CALDWELL

Resolution No: 1-44
Date of Adoption: January 26, 2021

TITLE:

AUTHORIZING PAYMENT OF THE BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD 1/1/2021 THROUGH 1/25/2021 IN THE AMOUNT OF \$1,078,512.88

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 2020 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

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-148 01731 WEST CALDWELL	CAR WASH CAR WASH	20-03312	NOVEMBER 2020 CAR WASHES	6.50	0.00	
0-01-25-240-149 00470 V.E. RALPH & SON, INC.	FIRST AID SUPPLIES FIRST AID SUPPLIES	20-03335	FIRST AID SUPPLIES	236.00	0.00	
0-01-25-240-156 02149 G.T.B.M. INC.	ETICKETING 4TH QUARTER 2020 ETICKET	21-00045	4TH QUARTER 2020 ETICKET	1,259.60	0.00	
0-01-25-265-030 04421 SALAMANDER TECHNOLOGIES, LLC	FIRE SUPPLIES MEDICAL ID TAGS - FIREFIGHTERS	20-03316	MEDICAL ID TAGS - FIREFIGHTERS	79.00	0.00	
0-01-25-265-042 04166 MORRIS COUNTY PUBLIC S.T.A.	TRAINING/SCHOOLS FIREFIGHT ONE CLASS	20-03317	FIREFIGHT ONE CLASS	1,600.00	0.00	
0-01-25-265-060 03193 FIREFIGHTER ONE LLC	EQUIPMENT MAINTENANCE BREATHING AIRCOMPRESSOR REPAIR	20-03320	BREATHING AIRCOMPRESSOR REPAIR	362.50	0.00	
0-01-25-266-021 02735 TURN OUT UNIFORMS, INC.	FIRE PREVENTION O/E FIRE PREVENTION UNIFORMS	20-03318	FIRE PREVENTION UNIFORMS	317.87	0.00	
0-01-26-290-050 00263 OLYMPIC GLOVE & SAFETY CO. INC	DPW SUPPLIES GLOVES SAFETY GLASSES	20-03339	GLOVES SAFETY GLASSES	190.00	0.00	
0-01-26-290-299 01542 JACK'S SUPERMARKET 00244 GRAINGER	MISCELLANEOUS BORO BREAKFAST TOOLS	20-03338 20-03341	BORO BREAKFAST TOOLS	98.43 81.76	0.00 0.00	
				<u>180.19</u>		
0-01-26-305-079 01801 WASTE MANAGEMENT OF NJ, INC. 00153 ECUA	ADDITIONAL TRANSFER CHARGES WASTE DISPOSAL DEC. 2020 DEC. 2020 2ND HALF SOLID WASTE	21-00036 21-00038	WASTE DISPOSAL DEC. 2020 DEC. 2020 2ND HALF SOLID WASTE	1,494.06 <u>11,681.16</u>	0.00 0.00	
				13,175.22		
0-01-26-310-024 02227 KARIS LOCK CO. INC 02032 TROOP 9 W. CALDWELL BSA	REPAIRS & MAINTENANCE CFD DOOR REPAIR CHRISTMAS WREATHS	20-03343 20-03347	CFD DOOR REPAIR CHRISTMAS WREATHS	529.30 <u>535.00</u>	0.00 0.00	
				1,064.30		
0-01-26-310-110 00337 CHEUNG, YUE 00045 B.A.L. REALTY 00186 ESPOSITO-GONNELLA PARTNERSHIP 00331 STRAUB, MARY ANN 00266 J.M. HO REALTY 01506 A&H,LLC	PARKING LOT LEASES 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE	20-03147 20-03148 20-03149 20-03150 20-03151 20-03154	2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE 2020 PARKING LOT LEASE	3,678.41 4,763.53 3,014.23 6,331.93 3,091.48 <u>2,055.11</u>	0.00 0.00 0.00 0.00 0.00 0.00	
				22,934.69		
0-01-26-315-025 03869 BARNWELL HOUSE OF TIRES 01890 CALDWELL TIRE 02717 WEST ESSEX SUNOCO 00127 CERTIFIED SPEEDOMETER SERVICE	POLICE - VEHICLE REPAIRS POLICE VEHICLE TIRES VEHICLE REPAIR VEHICLE 51 REPAIR VEHICLE CALIBRATIONS	20-03311 20-03357 20-03358 20-03359	POLICE VEHICLE TIRES VEHICLE REPAIR VEHICLE 51 REPAIR VEHICLE CALIBRATIONS	1,620.00 991.06 541.42 203.00	0.00 0.00 0.00 0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-26-315-025 02966 ACE COM	POLICE - VEHICLE REPAIRS		Continued			
		21-00007	RADAR INSTALLATION - CAR 52	<u>143.25</u>	0.00	
				3,498.73		
0-01-26-315-026 01890 CALDWELL TIRE 00010 ABSOLUTE FIRE PROTECTION CO.	FIRE DEPT - VEHICLE MAINT.					
		20-03355	BATTERY, TAIL LIGHT, BRAKES	659.86	0.00	
		20-03356	REPAIR DOOR / ROTATOR LIGHT	<u>393.75</u>	0.00	
				1,053.61		
0-01-26-315-027 02639 FRANK'S AUTO GLASS 03869 BARNWELL HOUSE OF TIRES 02464 PROSTOCK AUTO PARTS	STREETS - VEHICLE REPAIRS					
		20-03340	REAR WINDOW TRUCK531	695.00	0.00	
		20-03342	TIRES TWO TRUCKS	1,079.70	0.00	
		20-03346	MISCPARTS AND SUPPLIES	<u>340.14</u>	0.00	
				2,114.84		
0-01-27-330-133 00484 ALL-WAY PEST CONTROL 00484 ALL-WAY PEST CONTROL	RODENT CONTROL					
		21-00039	4TH QUARTER 2020 PEST CONTROL	420.00	0.00	
		21-00043	3RD QUARTER 2020 PEST CONTROL	<u>420.00</u>	0.00	
				840.00		
0-01-27-335-299 02282 MARCHIONI, ANN	ENVIRONMENTAL COMMISSION MISCELLANEOUS					
		20-03309	BOOKS & MISC. GARDEN GOODS	370.51	0.00	B
0-01-28-372-106 02044 W.B.MASON CO., INC.	OFFICE SUPPLIES (CCC)					
		20-03329	Supplies	28.36	0.00	
0-01-28-372-804 00467 PSE&G	UTILITIES					
		21-00022	2020 DEC. 4201031500	10,895.47	0.00	
0-01-28-372-901 02377 CINTAS CORPORATION	PUBLIC WORKS SUPPLIES					
		20-03173	CCC STOVE & FIRE EXTINGUISHER	782.74	0.00	
0-01-29-390-030 04102 OVERDRIVE, INC.	BOOKS/MATERIALS					
		20-03038	Q4 DIGITAL BOOKS	234.98	0.00	
0-01-29-390-036 04400 PRACTICON INC. 02044 W.B.MASON CO., INC.	OFFICE SUPPLIES					
		20-02847	COVID SUPPLIES	192.93	0.00	
		20-03039	SUPPLIES - COVID & OFFICE	<u>282.65</u>	0.00	
				475.58		
0-01-29-390-071 00467 PSE&G	ELECTRIC & GAS					
		21-00026	2020 DEC. BATCH ACCOUNTS	668.30	0.00	
0-01-31-430-071 00467 PSE&G 00467 PSE&G	BLDG & GNDS - ELECTRIC/GAS					
		21-00025	2020 DEC. 6679375509 114021939	4.77	0.00	
		21-00026	2020 DEC. BATCH ACCOUNTS	<u>4,424.81</u>	0.00	
				4,429.58		
0-01-31-430-072 00467 PSE&G	14 PARK AVE E & GAS					
		21-00026	2020 DEC. BATCH ACCOUNTS	369.35	0.00	
0-01-31-430-077 00467 PSE&G	FIRE DEPT - ELECTRIC/GAS					
		21-00026	2020 DEC. BATCH ACCOUNTS	1,642.77	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-31-435-299 00467 PSE&G	MISCELLANEOUS	21-00026	2020 DEC. BATCH ACCOUNTS	12,793.68	0.00	
0-01-31-440-075	ADMIN - TELEPHONE					
02972 VERIZON BUSINESS FIOS		21-00028	12/18/2020 ADMINISTRATION	151.99	0.00	
03611 8 X 8 INCORPORATED		21-00049	2020 NOV. SERVICE FEES	2,365.84	0.00	
03611 8 X 8 INCORPORATED		21-00050	2020 DEC. SERVICE FEES	<u>2,365.84</u>	0.00	
				4,883.67		
0-01-43-490-143	COURT ACT. JUDGE/CLERK					
03285 O'HERN, LEANNE		20-03332	Recertification	25.00	0.00	
	Fund Total: CURRENT FUND			114,944.14		
Fund:	WATER OPERATING					
0-05-20-100-523	POSTAGE					
00549 U.S. POSTAL SERVICE		21-00012	Q4 2020 POSTAGE WATER MAILING	782.25	0.00	
0-05-20-100-538	REPAIRS & PARTS					
03160 CAPITOL SUPPLY CONSTRUCTION		20-03315	Fittings for water services	394.69	0.00	
02295 WALLINGTON PLUMBING & HEATING		20-03334	assorted brass fittings -stock	<u>128.42</u>	0.00	
				523.11		
0-05-20-100-540	SUPPLIES					
00244 GRAINGER		20-03345	Marking paint	85.32	0.00	
0-05-20-100-544	STATE WATER FEES					
00420 NJ STATE PWT		21-00011	4TH QTR 2020 PUBLIC WATER TAX	703.20	0.00	
	Fund Total: WATER OPERATING			2,093.88		
Fund:	SEWER OPERATING					
0-07-20-100-521	CHEMICAL TREATMENT					
03848 UNIVAR USA INC		21-00034	PRAESTOL TECH LIQ 12/31/20	1,005.30	0.00	
03848 UNIVAR USA INC		21-00035	DELPAC 1525 TECH LIQ 12/30/20	<u>10,610.11</u>	0.00	
				11,615.41		
0-07-20-100-524	ELECTRIC & GAS (DIRECT ELECTRICITY)					
00467 PSE&G		21-00023	2020 DEC. 4201058409	10,062.43	0.00	
00467 PSE&G		21-00024	2020 DEC. 6946298802 3574845	1,278.57	0.00	
00467 PSE&G		21-00027	2020 DEC. 7493812306 4743015	<u>17.19</u>	0.00	
				11,358.19		
0-07-20-100-544	CONTRACTUAL OPERATIONS					
00581 WEST CALDWELL TOWNSHIP		21-00033	4TH QTR 2020 WATER/HYDRANT CHG	2,375.60	0.00	
	Fund Total: SEWER OPERATING			25,349.20		
	Year Total:			142,387.22		

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	CURRENT FUND					
1-01-20-100-028	CONSULTANTS					
04249	THE BANKER GROUP, LLC	21-00019	2021 ADMIN. SERVICES	11,250.00	0.00	B
00532	SULLIVAN, RAYMOND S. JR.	21-00042	2020 CONSULTANT FEES	<u>4,500.00</u>	0.00	
				15,750.00		
1-01-20-100-053	XEROX COPIER					
04394	DEX IMAGING LLC	21-00044	1/6/21 COPIER OVERAGES	82.92	0.00	
1-01-20-100-103	WEBSITE MAINTENANCE					
01190	TRI-STATE TECHNICAL SERVICES	21-00041	JAN. 2021 MICROSOFT EXCHANGE	220.00	0.00	
1-01-20-145-036	TAX OFFICE SUPPLIES					
04394	DEX IMAGING LLC	21-00044	1/6/21 COPIER OVERAGES	37.93	0.00	
1-01-20-155-027	LEGAL FEES					
04225	MANDELBAUM SALSBURG P.C.	21-00015	2021 RETAINER - RES: 1-9	5,416.66	0.00	B
04300	KYLE MCMANUS ASSOCIATES LLC	21-00046	PROFESSIONAL SERVICES	62.50	0.00	
04225	MANDELBAUM SALSBURG P.C.	21-00058	PROFESSIONAL SERVICES	<u>5,880.00</u>	0.00	
				11,359.16		
1-01-22-195-026	EQUIPMENT MAINTENANCE					
01994	MITCHELL HUMPHREY	21-00040	2021 ANNUAL MAINTENANCE FEE	2,865.00	0.00	
1-01-23-215-138	WORKMAN'S COMP/OTHER (SHARED)					
02696	GARDEN STATE MUNICIPAL JIF	21-00052	2021 MEMBER ASSESSMENT #1	90,014.45	0.00	
1-01-25-265-060	EQUIPMENT MAINTENANCE					
02865	PENGUIN MANAGEMENT, INC.	21-00005	6 MONTHS E-DISPATCH 1/1-6/30	621.00	0.00	
1-01-26-310-299	MISCELLANEOUS					
00014	ADI	21-00008	CCC POOL CAMERA / COURT WIRES	366.77	0.00	
1-01-27-330-036	OFFICE SUPPLIES					
04394	DEX IMAGING LLC	21-00044	1/6/21 COPIER OVERAGES	37.92	0.00	
1-01-28-372-102	GENERAL SUPPLIES					
01932	LIFESAVERS INC.	21-00004	DEFIBRILLATOR	163.03	0.00	
1-01-28-372-201	AQUATICS SUPPLIES					
00014	ADI	21-00008	CCC POOL CAMERA / COURT WIRES	351.96	0.00	
1-01-28-372-803	COPIER LEASE					
04394	DEX IMAGING LLC	21-00044	1/6/21 COPIER OVERAGES	37.92	0.00	
1-01-28-372-806	FITNESS LEASING					
02941	MUNICIPAL ASSET MANAGEMENT, INC	21-00057	JAN. 2021 LEASE AGREEMENT	1,124.89	0.00	
1-01-29-390-140	OTHER INSURANCE					
01614	SELECTIVE INSURANCE CO.	21-00037	RENEW-LIBRARY FLOOD INSURANCE	620.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-31-440-075 03611	ADMIN - TELEPHONE 8 X 8 INCORPORATED	21-00051	2021 JAN. SERVICE FEES	2,379.44	0.00	
1-01-55-160-010 00083	DUE TO ANIMAL CONTROL CURRENT ACCOUNT	21-00029	INTERFUND TRNSFR CUR TO ANIMAL	5,000.00	0.00	
Fund Total: CURRENT FUND				131,032.39		
Fund: WATER OPERATING						
1-05-20-100-528 01250	COMPUTER SYSTEM (EDMUNDS) EDMUNDS & ASSOCIATES, INC.	21-00054	2021 SOFTWARE MAINTENANCE	11,530.00	0.00	
1-05-55-160-006 03967	DUE TO WATER CAPITAL BOROUGH OF CALDWELL	21-00003	INTERFND WATER OP TO WATER CAP	200,000.00	0.00	
Fund Total: WATER OPERATING				211,530.00		
Fund: SEWER OPERATING						
1-07-20-100-538 04149	DIRECT SLUDGE REMOVAL COST WUESTCO WASTE SOLUTIONS LLC	21-00059	WASTE HAULING 12/17/20-1/14/21	4,260.00	0.00	
Fund Total: SEWER OPERATING				4,260.00		
Year Total:				346,822.39		
Fund: GENERAL CAPITAL						
C-04-18-135-321 03127	PUB. WORKS - ROAD IMPROVEMENTS TRUST ACCOUNT, CALDWELL BORO	21-00001	1/7/2021 PAYROLL OUTSIDE DUTY	3,326.29	0.00	
C-04-20-138-903 02290	2020 ROAD IMPROVEMENT PROGRAM CIFELLI & SON CONSTRUCTION, INC	20-02336	VARIOUS STREET IMPROVEMENTS	166,516.66	0.00	B
Fund Total: GENERAL CAPITAL				169,842.95		
Fund: WATER CAPITAL						
C-06-17-132-601 03655	VARIOUS WATER SYSTEM IMPROVEMENTS MSP CONSTRUCTION CORP.	20-02338	PROJECT B WATER MAIN IMPROVE.	281,729.71	0.00	B
C-06-20-138-701 03169	VARIOUS WATER SYSTEM IMPROVEMENTS MATINA & SON, INC.	20-02337	PROJECT A WATER MAIN IMPROVE.	87,722.50	0.00	B
03127	TRUST ACCOUNT, CALDWELL BORO	21-00014	1/21/2021 OUTSIDE DUTY CAPITAL	<u>3,835.00</u>	0.00	
				91,557.50		
Fund Total: WATER CAPITAL				373,287.21		
Year Total:				543,130.16		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GRANT FUND					
G-02-41-051-020	ESSEX COUNTY - CARES ACT (COVID-19)					
01791	FASTENAL COMPANY	20-03270	MASKS - SECOND WAVE PREP COVID	3,885.00	0.00	
	Fund Total: GRANT FUND			3,885.00		
	Year Total:			3,885.00		
Fund:	ANIMAL CONTROL					
T-10-55-160-999	DOG LICENSE FEES TO STATE					
00413	NJ DEPT HEALTH & SENIOR SERV	20-03353	DOG LICNESES 3RD/4TH QUARTER	18.00	0.00	
T-10-55-286-000	ANIMAL CONTROL EXPENSES					
00361	MGL PRINTING SOLUTIONS	20-03351	2021 DOG LICENSE TAGS	254.00	0.00	
	Fund Total: ANIMAL CONTROL			272.00		
Fund:	TRUST OTHER					
T-11-55-286-007	ESCROW FEES					
03210	BECKMEYER ENGINEERING PC	21-00047	76 FOREST AVENUE	5,477.50	0.00	
03210	BECKMEYER ENGINEERING PC	21-00056	76 FOREST AVENUE	3,545.00	0.00	
				<u>9,022.50</u>		
T-11-55-286-008	TAX SALE PREMIUMS					
04121	US BANKCUST FOR PC7 FIRSTTRST.	21-00030	LIEN REDEMPTION # 18-00009	1,200.00	0.00	
04372	USB CUST PROCAP 8P CAP MGT 11	21-00031	LIEN REDEMPTION # 19-00004	200.00	0.00	
04452	GREYMORR LLC	21-00032	LIEN REDEMPTION #20-00001	<u>11,200.00</u>	0.00	
				12,600.00		
T-11-55-286-009	OUTSIDE TAX LIENS					
04121	US BANKCUST FOR PC7 FIRSTTRST.	21-00030	LIEN REDEMPTION # 18-00009	14,074.55	0.00	
04372	USB CUST PROCAP 8P CAP MGT 11	21-00031	LIEN REDEMPTION # 19-00004	1,016.94	0.00	
04452	GREYMORR LLC	21-00032	LIEN REDEMPTION #20-00001	<u>3,070.12</u>	0.00	
				18,161.61		
T-11-55-286-010	RECORDING FEES					
04121	US BANKCUST FOR PC7 FIRSTTRST.	21-00030	LIEN REDEMPTION # 18-00009	65.00	0.00	
04372	USB CUST PROCAP 8P CAP MGT 11	21-00031	LIEN REDEMPTION # 19-00004	64.00	0.00	
04452	GREYMORR LLC	21-00032	LIEN REDEMPTION #20-00001	<u>12.00</u>	0.00	
				141.00		
	Fund Total: TRUST OTHER			39,925.11		
	Year Total:			40,197.11		

Revenue Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
1-01-08-160-002	DUE TO STATE OF NJ					
00885	NJ STATE TREASURER	21-00053	4TH QTR'20 STATE TRAINING FEES	2,091.00	0.00	
	Revenue Total:			2,091.00		

Total Charged Lines: 161 Total List Amount: 1,078,512.88 Total Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	0-01	114,944.14	0.00	0.00	114,944.14
WATER OPERATING	0-05	2,093.88	0.00	0.00	2,093.88
SEWER OPERATING	0-07	<u>25,349.20</u>	<u>0.00</u>	<u>0.00</u>	<u>25,349.20</u>
Year Total:		142,387.22	0.00	0.00	142,387.22
CURRENT FUND	1-01	131,032.39	2,091.00	0.00	133,123.39
WATER OPERATING	1-05	211,530.00	0.00	0.00	211,530.00
SEWER OPERATING	1-07	<u>4,260.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,260.00</u>
Year Total:		346,822.39	2,091.00	0.00	348,913.39
GENERAL CAPITAL	C-04	169,842.95	0.00	0.00	169,842.95
WATER CAPITAL	C-06	<u>373,287.21</u>	<u>0.00</u>	<u>0.00</u>	<u>373,287.21</u>
Year Total:		543,130.16	0.00	0.00	543,130.16
GRANT FUND	G-02	3,885.00	0.00	0.00	3,885.00
ANIMAL CONTROL	T-10	272.00	0.00	0.00	272.00
TRUST OTHER	T-11	<u>39,925.11</u>	<u>0.00</u>	<u>0.00</u>	<u>39,925.11</u>
Year Total:		40,197.11	0.00	0.00	40,197.11
Total of All Funds:		<u>1,076,421.88</u>	<u>2,091.00</u>	<u>0.00</u>	<u>1,078,512.88</u>



BOROUGH OF CALDWELL

Resolution No: 1-54
Date of Adoption: January 26, 2021

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF INTERLOCAL SERVICE AGREEMENTS WITH THE SCHOOL DISTRICTS OF CALDWELL AND WEST CALDWELL, GLEN RIDGE, MILLBURN, VERONA, AND WEST ESSEX FOR THE USE OF THE SWIMMING FACILITIES LOCATED WITHIN THE CALDWELL COMMUNITY CENTER

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, the school districts of Caldwell and West Caldwell, Glen Ridge, Millburn, Verona and West Essex (collectively, the “School Districts”) desire to use the Caldwell Community Center swimming facilities for their high school swim teams; and

Whereas, the Borough of Caldwell (the “Borough”), provided sufficient safety precautions are taken, is willing to permit such use; and

Whereas, the School Districts have agreed to indemnify and hold harmless the Borough for all claims arising from such use; and

Whereas, the School Districts have agreed to pay reasonable rental fees for such use in order to offset the costs incurred by the Borough in making the facilities available;

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

1. The Mayor is hereby authorized to execute the Interlocal Service Agreements with the School Districts in the form that is attached hereto and made a part hereo.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021, by and between THE BOROUGH OF CALDWELL, located at One Provost Square, Caldwell, New Jersey (hereinafter referred to as “Borough”), and the CALDWELL-WEST CALDWELL SCHOOL DISTRICT, located at 265 Westville Avenue, West Caldwell, New Jersey (hereinafter referred to as “Caldwell-West Caldwell”).

WITNESSETH:

WHEREAS, Borough operates an indoor swimming pool facility at the Caldwell Community Center (the “swimming pool facility”); and

WHEREAS, the Board has established the James Caldwell High School interscholastic swim team (“JCHS Swim Team”); and

WHEREAS, the Board does not have a facility to accommodate the requirements of the JCHS Swim Team; and

WHEREAS, the parties have agreed to enter into an agreement whereby the Borough would make available to the Board the swimming pool facility to allow the JCHS Swim Team to conduct team practices and virtual swim meets; and

WHEREAS, this Agreement is authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et. seq. and has been authorized by the appropriate resolution of the Board; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained, herein, the parties do hereby enter into this Interlocal Services Agreement with terms as follows:

1. The Borough shall permit the JCHS Swim Team to use exclusively the swimming pool facility for the 2021 NJSIAA interscholastic swim season from February 1 through March 27, 2021, during the assigned hours set forth below.
2. The Borough shall make the Lobby, Pool, 2 Restrooms off Pool Deck, Fitness Studio adjacent to Pool and a Designated Covid-19 Care Room available. There will be no access to any other areas of the building. There will be no locker rooms, showers, water fountains or bleachers. Kickboards, fins, etc., will not be provided.

3. The assigned hours for use of the swimming pool facility by the JCHS Swim Team are Monday, Tuesday, Thursday and Friday from 3-4 PM, for both practices and virtual swim meets.
4. There shall be a total of (4) four virtual swim meets in the interscholastic season.
5. Borough will manage set up and operation of touchpads and timeclock for virtual meets.
6. The Board must provide written notice of the virtual swim meet schedule to the Borough Administrator no later than February 9, 2021, so to allow the Borough Administrator reasonable time to schedule timekeeper/staff.
7. The Board shall pay the Borough the sum of \$11,600 for the interscholastic season that the JCHS Swim Team utilizes the swimming pool facility pursuant to the terms of this Agreement.
8. The Board will indemnify and hold the Borough and its agents harmless from and against any and all claims of whatever nature, actions or proceedings, costs, expenses and liabilities, including attorney's fees and disbursements incurred in connection with each such claim, action or proceeding, whether in contract or tort, arising from the Board's use of the swimming pool facility or from any default by the Board of its obligations hereunder.
9. The Board will observe and comply with the rules and regulations of the Caldwell Community Center, as well as the following Covid-related restrictions, during its use of the swimming pool facility under this Agreement and will provide adequate supervision for its students, personnel and staff.
 - a. All room/space capacity restrictions and social distancing must be observed
 - b. No spectators
 - c. No changing of clothing; swimmers arrive and depart in swimsuits
 - d. Face masks and footwear must be worn at all times, except when swimming
 - e. No food/eating; water only, no glass bottles
 - f. No re-entries permitted after scheduled time
10. The Board will provide a copy of its approved Covid-19 policies and protocols and represents that all students, personnel and staff have been made aware of the same.
11. The Board will assign and provide a list of Covid-19 Ambassadors/Monitor(s) one of whom will be designated/present at all times and responsible for continuous monitoring

of staff and program participants to ensure Covid-19 policy compliance including: taking temperatures and conducting Covid-19 interviews of all who enter the building; logging same with date and time; monitoring social distancing in pool and all areas used; and ensuring wearing of face coverings and footwear by staff and participants except when swimming.

12. The Board will assign and provide a list of certified Lifeguard(s), one of whom must be designated and present on deck only guarding the pool at all times. The Lifeguard cannot also be the Covid-19 Monitor. Copies of current certifications for Lifeguarding, First Aid, AED and CPR for Professional Rescuer for each Lifeguard is to be provided in advance and will be kept on file.
13. The Board may not assign, license or otherwise transfer its rights under this Agreement to any other person or entity without prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.
14. The Board may not delegate its duties or allow any other person or entity to assume its duties under this Agreement without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.

IN WITNESS WHEREOF, the parties have caused their appropriate designees to sign this Agreement the date and year written below their names, with the last date of signing being inserted as the date of this Agreement.

ATTEST:

BOROUGH OF CALDWELL

Brittany Heun, Deputy Clerk
Kim Conlon, Deputy Clerk

John Kelley, Mayor

CALDWELL-WEST CALDWELL SCHOOL DISTRICT

Signed: _____
Name: _____
Title: _____
Date: _____

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021, by and between THE BOROUGH OF CALDWELL, located at One Provost Square, Caldwell, New Jersey (hereinafter referred to as "Borough"), and the GLEN RIDGE SCHOOL DISTRICT, located at 12 High Street, Glen Ridge, New Jersey (hereinafter referred to as "Glen Ridge").

WITNESSETH:

WHEREAS, Borough operates an indoor swimming pool facility at the Caldwell Community Center (the "swimming pool facility"); and

WHEREAS, the Board has established the Glen Ridge interscholastic swim team ("Glen Ridge Swim Team"); and

WHEREAS, the Board does not have a facility to accommodate the requirements of the Glen Ridge Swim Team; and

WHEREAS, the parties have agreed to enter into an agreement whereby the Borough would make available to the Board the swimming pool facility to allow the Glen Ridge Swim Team to conduct team practices and virtual swim meets; and

WHEREAS, this Agreement is authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et. seq. and has been authorized by the appropriate resolution of the Board; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained, herein, the parties do hereby enter into this Interlocal Services Agreement with terms as follows:

1. The Borough shall permit the Glen Ridge Swim Team to use exclusively the swimming pool facility for the 2021 NJSIAA interscholastic swim season from February 1 through March 27, 2021, during the assigned hours set forth below.

2. The Borough shall make the Lobby, Pool, 2 Restrooms off Pool Deck, Fitness Studio adjacent to Pool and a Designated Covid-19 Care Room available. There will be no access to any other areas of the building. There will be no locker rooms, showers, water fountains or bleachers. Kickboards, fins, etc., will not be provided.

3. The assigned hours for use of the swimming pool facility by the Glen Ridge Swim Team are Monday and Thursday 6:30-7:30 PM and Tuesday 4:30-5:30 PM, for both practices and virtual swim meets.
4. There shall be a total of (4) four virtual swim meets in the interscholastic season.
5. Borough will manage set up and operation of touchpads and timeclock for virtual meets.
6. The Board must provide written notice of the virtual swim meet schedule to the Borough Administrator no later than February 9, 2021, so to allow the Borough Administrator reasonable time to schedule timekeeper/staff.
7. The Board shall pay the Borough the sum of \$9,200 for the interscholastic season that the Glen Ridge Swim Team utilizes the swimming pool facility pursuant to the terms of this Agreement.
8. The Board will indemnify and hold the Borough and its agents harmless from and against any and all claims of whatever nature, actions or proceedings, costs, expenses and liabilities, including attorney's fees and disbursements incurred in connection with each such claim, action or proceeding, whether in contract or tort, arising from the Board's use of the swimming pool facility or from any default by the Board of its obligations hereunder.
9. The Board will observe and comply with the rules and regulations of the Caldwell Community Center, as well as the following Covid-related restrictions, during its use of the swimming pool facility under this Agreement and will provide adequate supervision for its students, personnel and staff.
 - a. All room/space capacity restrictions and social distancing must be observed
 - b. No spectators
 - c. No changing of clothing; swimmers arrive and depart in swimsuits
 - d. Face masks and footwear must be worn at all times, except when swimming
 - e. No food/eating; water only, no glass bottles
 - f. No re-entries permitted after scheduled time
10. The Board will provide a copy of its approved Covid-19 policies and protocols and represents that all students, personnel and staff have been made aware of the same.
11. The Board will assign and provide a list of Covid-19 Ambassadors/Monitor(s) one of whom will be designated/present at all times and responsible for continuous monitoring

of staff and program participants to ensure Covid-19 policy compliance including: taking temperatures and conducting Covid-19 interviews of all who enter the building; logging same with date and time; monitoring social distancing in pool and all areas used; and ensuring wearing of face coverings and footwear by staff and participants except when swimming.

12. The Board will assign and provide a list of certified Lifeguard(s), one of whom must be designated and present on deck only guarding the pool at all times. The Lifeguard cannot also be the Covid-19 Monitor. Copies of current certifications for Lifeguarding, First Aid, AED and CPR for Professional Rescuer for each Lifeguard is to be provided in advance and will be kept on file.
13. The Board may not assign, license or otherwise transfer its rights under this Agreement to any other person or entity without prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.
14. The Board may not delegate its duties or allow any other person or entity to assume its duties under this Agreement without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.

IN WITNESS WHEREOF, the parties have caused their appropriate designees to sign this Agreement the date and year written below their names, with the last date of signing being inserted as the date of this Agreement.

ATTEST:

BOROUGH OF CALDWELL

Brittany Heun, Deputy Clerk
Kim Conlon, Deputy Clerk

John Kelley, Mayor

GLEN RIDGE SCHOOL DISTRICT

Signed: _____
Name: _____
Title: _____
Date: _____

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021, by and between THE BOROUGH OF CALDWELL, located at One Provost Square, Caldwell, New Jersey (hereinafter referred to as "Borough"), and the MILLBURN SCHOOL DISTRICT, located at 434 Millburn Avenue, Millburn, New Jersey (hereinafter referred to as "Millburn").

WITNESSETH:

WHEREAS, Borough operates an indoor swimming pool facility at the Caldwell Community Center (the "swimming pool facility"); and

WHEREAS, the Board has established the Millburn interscholastic swim team ("Millburn Swim Team"); and

WHEREAS, the Board does not have a facility to accommodate the requirements of the Millburn Swim Team; and

WHEREAS, the parties have agreed to enter into an agreement whereby the Borough would make available to the Board the swimming pool facility to allow the Millburn Swim Team to conduct team practices and virtual swim meets; and

WHEREAS, this Agreement is authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et. seq. and has been authorized by the appropriate resolution of the Board; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained, herein, the parties do hereby enter into this Interlocal Services Agreement with terms as follows:

1. The Borough shall permit the Millburn Swim Team to use exclusively the swimming pool facility for the 2021 NJSIAA interscholastic swim season from February 1 through March 27, 2021, during the assigned hours set forth below.

2. The Borough shall make the Lobby, Pool, 2 Restrooms off Pool Deck, Fitness Studio adjacent to Pool and a Designated Covid-19 Care Room available. There will be no access to any other areas of the building. There will be no locker rooms, showers, water fountains or bleachers. Kickboards, fins, etc., will not be provided.

3. The assigned hours for use of the swimming pool facility by the Millburn Swim Team are Tuesday, Wednesday and Friday 6:30-7:30 PM and Thursday 8-9 PM, for both practices and virtual swim meets.
4. There shall be a total of (4) four virtual swim meets in the interscholastic season.
5. Borough will manage set up and operation of touchpads and timeclock for virtual meets.
6. The Board must provide written notice of the virtual swim meet schedule to the Borough Administrator no later than February 9, 2021, so to allow the Borough Administrator reasonable time to schedule timekeeper/staff.
7. The Board shall pay the Borough the sum of \$11,600 for the interscholastic season that the Millburn Swim Team utilizes the swimming pool facility pursuant to the terms of this Agreement.
8. The Board will indemnify and hold the Borough and its agents harmless from and against any and all claims of whatever nature, actions or proceedings, costs, expenses and liabilities, including attorney's fees and disbursements incurred in connection with each such claim, action or proceeding, whether in contract or tort, arising from the Board's use of the swimming pool facility or from any default by the Board of its obligations hereunder.
9. The Board will observe and comply with the rules and regulations of the Caldwell Community Center, as well as the following Covid-related restrictions, during its use of the swimming pool facility under this Agreement and will provide adequate supervision for its students, personnel and staff.
 - a. All room/space capacity restrictions and social distancing must be observed
 - b. No spectators
 - c. No changing of clothing; swimmers arrive and depart in swimsuits
 - d. Face masks and footwear must be worn at all times, except when swimming
 - e. No food/eating; water only, no glass bottles
 - f. No re-entries permitted after scheduled time
10. The Board will provide a copy of its approved Covid-19 policies and protocols and represents that all students, personnel and staff have been made aware of the same.
11. The Board will assign and provide a list of Covid-19 Ambassadors/Monitor(s) one of whom will be designated/present at all times and responsible for continuous monitoring

of staff and program participants to ensure Covid-19 policy compliance including: taking temperatures and conducting Covid-19 interviews of all who enter the building; logging same with date and time; monitoring social distancing in pool and all areas used; and ensuring wearing of face coverings and footwear by staff and participants except when swimming.

12. The Board will assign and provide a list of certified Lifeguard(s), one of whom must be designated and present on deck only guarding the pool at all times. The Lifeguard cannot also be the Covid-19 Monitor. Copies of current certifications for Lifeguarding, First Aid, AED and CPR for Professional Rescuer for each Lifeguard is to be provided in advance and will be kept on file.
13. The Board may not assign, license or otherwise transfer its rights under this Agreement to any other person or entity without prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.
14. The Board may not delegate its duties or allow any other person or entity to assume its duties under this Agreement without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.

IN WITNESS WHEREOF, the parties have caused their appropriate designees to sign this Agreement the date and year written below their names, with the last date of signing being inserted as the date of this Agreement.

ATTEST:

BOROUGH OF CALDWELL

Brittany Heun, Deputy Clerk
Kim Conlon, Deputy Clerk

John Kelley, Mayor

MILLBURN SCHOOL DISTRICT

Signed: _____
Name: _____
Title: _____
Date: _____

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021, by and between THE BOROUGH OF CALDWELL, located at One Provost Square, Caldwell, New Jersey (hereinafter referred to as "Borough"), and the VERONA SCHOOL DISTRICT, located at 121 Fairview Avenue, Verona, New Jersey (hereinafter referred to as "Verona").

WITNESSETH:

WHEREAS, Borough operates an indoor swimming pool facility at the Caldwell Community Center (the "swimming pool facility"); and

WHEREAS, the Board has established the Verona interscholastic swim team ("Verona Swim Team"); and

WHEREAS, the Board does not have a facility to accommodate the requirements of the Verona Swim Team; and

WHEREAS, the parties have agreed to enter into an agreement whereby the Borough would make available to the Board the swimming pool facility to allow the Verona Swim Team to conduct team practices and virtual swim meets; and

WHEREAS, this Agreement is authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et. seq. and has been authorized by the appropriate resolution of the Board; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained, herein, the parties do hereby enter into this Interlocal Services Agreement with terms as follows:

1. The Borough shall permit the Verona Swim Team to use exclusively the swimming pool facility for the 2021 NJSIAA interscholastic swim season from February 1 through March 27, 2021, during the assigned hours set forth below.

2. The Borough shall make the Lobby, Pool, 2 Restrooms off Pool Deck, Fitness Studio adjacent to Pool and a Designated Covid-19 Care Room available. There will be no access to any other areas of the building. There will be no locker rooms, showers, water fountains or bleachers. Kickboards, fins, etc., will not be provided.

3. The assigned hours for use of the swimming pool facility by the Verona Swim Team are Monday, Wednesday, Thursday and Friday from 4:30-5:30 PM, for both practices and virtual swim meets.
4. There shall be a total of (4) four virtual swim meets in the interscholastic season.
5. Borough will manage set up and operation of touchpads and timeclock for virtual meets.
6. The Board must provide written notice of the virtual swim meet schedule to the Borough Administrator no later than February 9, 2021, so to allow the Borough Administrator reasonable time to schedule timekeeper/staff.
7. The Board shall pay the Borough the sum of \$11,600 for the interscholastic season that the Verona Swim Team utilizes the swimming pool facility pursuant to the terms of this Agreement.
8. The Board will indemnify and hold the Borough and its agents harmless from and against any and all claims of whatever nature, actions or proceedings, costs, expenses and liabilities, including attorney's fees and disbursements incurred in connection with each such claim, action or proceeding, whether in contract or tort, arising from the Board's use of the swimming pool facility or from any default by the Board of its obligations hereunder.
9. The Board will observe and comply with the rules and regulations of the Caldwell Community Center, as well as the following Covid-related restrictions, during its use of the swimming pool facility under this Agreement and will provide adequate supervision for its students, personnel and staff.
 - a. All room/space capacity restrictions and social distancing must be observed
 - b. No spectators
 - c. No changing of clothing; swimmers arrive and depart in swimsuits
 - d. Face masks and footwear must be worn at all times, except when swimming
 - e. No food/eating; water only, no glass bottles
 - f. No re-entries permitted after scheduled time
10. The Board will provide a copy of its approved Covid-19 policies and protocols and represents that all students, personnel and staff have been made aware of the same.
11. The Board will assign and provide a list of Covid-19 Ambassadors/Monitor(s) one of whom will be designated/present at all times and responsible for continuous monitoring

of staff and program participants to ensure Covid-19 policy compliance including: taking temperatures and conducting Covid-19 interviews of all who enter the building; logging same with date and time; monitoring social distancing in pool and all areas used; and ensuring wearing of face coverings and footwear by staff and participants except when swimming.

12. The Board will assign and provide a list of certified Lifeguard(s), one of whom must be designated and present on deck only guarding the pool at all times. The Lifeguard cannot also be the Covid-19 Monitor. Copies of current certifications for Lifeguarding, First Aid, AED and CPR for Professional Rescuer for each Lifeguard is to be provided in advance and will be kept on file.
13. The Board may not assign, license or otherwise transfer its rights under this Agreement to any other person or entity without prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.
14. The Board may not delegate its duties or allow any other person or entity to assume its duties under this Agreement without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.

IN WITNESS WHEREOF, the parties have caused their appropriate designees to sign this Agreement the date and year written below their names, with the last date of signing being inserted as the date of this Agreement.

ATTEST:

BOROUGH OF CALDWELL

Brittany Heun, Deputy Clerk
Kim Conlon, Deputy Clerk

John Kelley, Mayor

VERONA SCHOOL DISTRICT

Signed: _____
Name: _____
Title: _____
Date: _____

INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2021, by and between THE BOROUGH OF CALDWELL, located at One Provost Square, Caldwell, New Jersey (hereinafter referred to as "Borough"), and the WEST ESSEX REGIONAL SCHOOL DISTRICT, located at 65 West Greenbrook Road, North Caldwell, New Jersey (hereinafter referred to as "West Essex").

WITNESSETH:

WHEREAS, Borough operates an indoor swimming pool facility at the Caldwell Community Center (the "swimming pool facility"); and

WHEREAS, the Board has established the West Essex interscholastic swim team ("West Essex Swim Team"); and

WHEREAS, the Board does not have a facility to accommodate the requirements of the West Essex Swim Team; and

WHEREAS, the parties have agreed to enter into an agreement whereby the Borough would make available to the Board the swimming pool facility to allow the West Essex Swim Team to conduct team practices and virtual swim meets; and

WHEREAS, this Agreement is authorized by the Interlocal Services Act, N.J.S.A. 40:8A-1, et. seq. and has been authorized by the appropriate resolution of the Board; and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained, herein, the parties do hereby enter into this Interlocal Services Agreement with terms as follows:

1. The Borough shall permit the West Essex Swim Team to use exclusively the swimming pool facility for the 2021 NJSIAA interscholastic swim season from February 1 through March 27, 2021, during the assigned hours set forth below.

2. The Borough shall make the Lobby, Pool, 2 Restrooms off Pool Deck, Fitness Studio adjacent to Pool and a Designated Covid-19 Care Room available. There will be no access to any other areas of the building. There will be no locker rooms, showers, water fountains or bleachers. Kickboards, fins, etc., will not be provided.

3. The assigned hours for use of the swimming pool facility by the West Essex Swim Team are Monday, Tuesday, Wednesday and Friday from 8-9 PM, for both practices and virtual swim meets.
4. There shall be a total of (4) four virtual swim meets in the interscholastic season.
5. Borough will manage set up and operation of touchpads and timeclock for virtual meets.
6. The Board must provide written notice of the virtual swim meet schedule to the Borough Administrator no later than February 9, 2021, so to allow the Borough Administrator reasonable time to schedule timekeeper/staff.
7. The Board shall pay the Borough the sum of \$11,600 for the interscholastic season that the West Essex Swim Team utilizes the swimming pool facility pursuant to the terms of this Agreement.
8. The Board will indemnify and hold the Borough and its agents harmless from and against any and all claims of whatever nature, actions or proceedings, costs, expenses and liabilities, including attorney's fees and disbursements incurred in connection with each such claim, action or proceeding, whether in contract or tort, arising from the Board's use of the swimming pool facility or from any default by the Board of its obligations hereunder.
9. The Board will observe and comply with the rules and regulations of the Caldwell Community Center, as well as the following Covid-related restrictions, during its use of the swimming pool facility under this Agreement and will provide adequate supervision for its students, personnel and staff.
 - a. All room/space capacity restrictions and social distancing must be observed
 - b. No spectators
 - c. No changing of clothing; swimmers arrive and depart in swimsuits
 - d. Face masks and footwear must be worn at all times, except when swimming
 - e. No food/eating; water only, no glass bottles
 - f. No re-entries permitted after scheduled time
10. The Board will provide a copy of its approved Covid-19 policies and protocols and represents that all students, personnel and staff have been made aware of the same.
11. The Board will assign and provide a list of Covid-19 Ambassadors/Monitor(s) one of whom will be designated/present at all times and responsible for continuous monitoring

of staff and program participants to ensure Covid-19 policy compliance including: taking temperatures and conducting Covid-19 interviews of all who enter the building; logging same with date and time; monitoring social distancing in pool and all areas used; and ensuring wearing of face coverings and footwear by staff and participants except when swimming.

12. The Board will assign and provide a list of certified Lifeguard(s), one of whom must be designated and present on deck only guarding the pool at all times. The Lifeguard cannot also be the Covid-19 Monitor. Copies of current certifications for Lifeguarding, First Aid, AED and CPR for Professional Rescuer for each Lifeguard is to be provided in advance and will be kept on file.
13. The Board may not assign, license or otherwise transfer its rights under this Agreement to any other person or entity without prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.
14. The Board may not delegate its duties or allow any other person or entity to assume its duties under this Agreement without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion.

IN WITNESS WHEREOF, the parties have caused their appropriate designees to sign this Agreement the date and year written below their names, with the last date of signing being inserted as the date of this Agreement.

ATTEST:

BOROUGH OF CALDWELL

Brittany Heun, Deputy Clerk
Kim Conlon, Deputy Clerk

John Kelley, Mayor

WEST ESSEX REGIONAL SCHOOL DISTRICT

Signed: _____
Name: _____
Title: _____
Date: _____



BOROUGH OF CALDWELL

Resolution No: 1-55
Date of Adoption: January 26, 2021

TITLE:

RESOLUTION AUTHORIZING THE SALE BY PUBLIC AUCTION OF THE BUILDING LOCATED AT 26 SMILL AVE IN CALDWELL NEW JERSEY

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, the Borough of Caldwell (the "Borough") has acquired the real property located at 26 Small Ave. in Caldwell New Jersey; and

Whereas, the borough intends to utilize the land for public parking; and

Whereas, the building currently located on the property (the "Building") must be removed or demolished to allow the land to be used for such public parking; and

Whereas, the Building is therefore not needed for public use; and

Whereas, the Borough has received expressions of interest in acquiring the Building for relocation to another site; and

Whereas, if the Building is not removed from the property it will be necessary to demolish it at the expense of the Borough; and

Whereas, the removal of the Building with therefore be advantageous to the Borough by allowing the Borough to avoid the cost of demolition;

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

- 1. The Borough Administrator is hereby authorized and directed to conduct a public auction after proper notice and publication of the Borough's intent to sell the Building to the highest bidder at that auction; and
2. The Borough Administrator in conjunction with the Borough Attorney, is hereby authorized to award the sale of the Building to the highest bidder at that auction and to execute such documentation as is necessary to permit the Building to be removed from the site as soon as possible.

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 Schmidt, Rodgers, Cole, Lace, DePalma-Iozzi, and Gates.

Brittany Heun, Deputy Clerk

John Kelley, Mayor