



**BOROUGH OF CALDWELL
NEW JERSEY**



COUNCIL BUSINESS / CONFERENCE MEETING

October 12, 2021

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



BOROUGH OF CALDWELL

ORDINANCE NO. 1420-21

ORDINANCE OF THE BOROUGH OF CALDWELL, COUNTY OF ESSEX AUTHORIZING AND APPROVING AN AMENDED AND EXTENDED TAX ABATEMENT AGREEMENT BY AND BETWEEN THE BOROUGH OF CALDWELL AND RALF ASHLAND URBAN RENEWAL LLC PURSUANT TO N.J.S.A. 40A:20-1 et seq. FOR THE PROPERTY LOCATED AT 7 ASHLAND STREET, WHICH PROPERTY IS IDENTIFIED AS BLOCK 65, LOT 1.30 AS SHOWN ON THE OFFICIAL TAX MAP OF THE BOROUGH OF CALDWELL

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, Ralf Ashland Urban Renewal LLC (“Ralf Ashland”), is the current owner of a federally subsidized senior housing facility located at 7 Ashland Street (the “Marian Manor”), and identified on the Tax Maps of the Borough of Caldwell (the “Borough”) as Block 65, Lot 1.30; and

WHEREAS, on February 28, 1979, the Borough of Caldwell (the “Borough”) entered into a Tax Abatement Agreement (the “Original Agreement”) with Marian Manor, Inc., a nonprofit housing corporation of the State of New Jersey pursuant to Section 18 of the New Jersey Limited-Dividend Law, N.J.S.A. 55:16-1 et seq. (repealed), establishing a tax exemption for a federally subsidized senior housing facility located at 7 Ashland Street, designated as Block 65, Lot 1.30 in the Borough of Caldwell, Essex County, New Jersey (the “Marian Manor”); and

WHEREAS, Marian Manor and Ralf Ashland have successfully operated for many years in serving the needs of their senior citizen residents and the Borough wishes to assist Ralf Ashland in being able continuing to so operate into the future; and

WHEREAS, the New Jersey Limited-Dividend Law N.J.S.A. 55:16-1 et seq. was repealed and superseded by L. 1991, c. 431, which law established that any entity for which the authorizing statute was repealed would thereby be deemed to be construed as an “urban renewal entity” under L. 1991, c. 431, as codified under N.J.S.A. 40A:20-1 et seq. (the “LTTE Law”), and any prior tax abatement agreement entered into under N.J.S.A. 55:16-1 et seq. would similarly not be affected by the repeal but preserved and binding upon the parties, subject to modification by mutual written consent, as if the law under which it was entered into, or granted or extended, had not been repealed by the subsequent LTTE Law; and

WHEREAS, pursuant to a resolution adopted on June 21, 2016 (the “First Resolution”), the Borough Council of the Borough of Caldwell (the “Borough Council”) consented to the assignment of the Original Agreement to Ralf Ashland for a term set to expire on December 31, 2029; and

WHEREAS, pursuant to a resolution adopted on March 21, 2017 (the “Second Resolution”), the Borough Council authorized the execution of a revised assignment of the Original Agreement which was embodied in a new Assignment of Tax Abatement Agreement (“Assignment of Tax Abatement Agreement”) which was attached to the Second Resolution; and

WHEREAS, Ralf Ashland has submitted an Application to the City for approval of the Ralf Ashland Financial Agreement, which will replace and supersede the Assignment of Tax Abatement Agreement with a new Financial Agreement to be governed by the LTTE Law (“Ralf Ashland Financial Agreement”); and

WHEREAS, the Borough and Ralf Ashland have reviewed and agreed to the terms of the Ralf Ashland Financial Agreement, and

WHEREAS, the Borough Council further finds that the requested tax exemption is important to the Borough and that without the tax exemption, the viability of Marian Manor would be jeopardized; and

WHEREAS, the Borough has the authority, so long as the property remains subject to certain tenant affordability controls, to approve the extension and amendment of a tax exemption pursuant to L. 2019, c.

297, as codified in N.J.S.A. 40A:20-13.2; and

WHEREAS, the Borough Council deems it to be in the best interest of the Borough to enact an Ordinance authorizing the Borough to enter into the Ralf Ashland Financial Agreement on the terms and conditions stated in the form of the Financial Agreement attached to this Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Caldwell that:

1. The Mayor is hereby authorized to execute the Ralf Ashland Financial Agreement substantially in the form attached hereto and subject to any further review, analysis, or modifications that Borough’s counsel may deem appropriate.
2. During the term of the Ralf Ashland Financial Agreement there shall be paid to the City in lieu of any taxes that would otherwise be paid by Ralf Ashland, an annual service charge determined as provided in the Ralf Ashland Financial Agreement.
3. Counsel is authorized to prepare, and the Mayor is hereby authorized to execute any additional documents that may be necessary to implement and carry out the intent of the Ralf Ashland Financial Agreement.

DATE OF FIRST READING: **October 12, 2021**

DATE OF ADOPTION:

MOVED:

MOVED:

SECONDED:

SECONDED:

RECORD OF COUNCIL VOTE

_____ presented the following ordinance - Seconded by: _____

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

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| 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
NEW JERSEY**

ORDINANCE NO. 1419-21

BOND ORDINANCE PROVIDING FOR A STORMWATER SYSTEM CAPITAL IMPROVEMENT PLAN IN AND BY THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$600,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$570,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Caldwell, in the County of Essex, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$600,000, including the sum of \$30,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$570,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the preparation of a stormwater system capital improvement plan, including all related costs and expenditures incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection

with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 15 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$570,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$600,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATE OF FIRST READING: **September 28, 2021**

DATE OF ADOPTION: **October 12, 2021**

MOVED: Councilman Gates

MOVED:

SECONDED: Councilwoman DePalma-Iozzi

SECONDED:

RECORD OF COUNCIL VOTE

_____ presented the following ordinance - Seconded by: _____

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

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| 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
NEW JERSEY**

Resolution No: 10-226
Date of Adoption: October 12, 2021

TITLE:

**RESOLUTION AUTHORIZING AN EXECUTIVE SESSION FROM WHICH THE PUBLIC IS EXCLUDED
For the Meeting of October 12, 2021**

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

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 Township 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 October 12, 2021, the foregoing Resolution was duly adopted.

Borough Deputy Clerk

The foregoing Resolution, having been duly presented to me on October 12, 2021 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

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| 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.



BOROUGH OF CALDWELL

Resolution No: 10-227
Date of Adoption: October 12, 2021

TITLE:

AUTHORIZING PAYMENT OF THE BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD 9/28/2021 THROUGH 10/08/2021 IN THE AMOUNT OF \$ 10,050,131.38

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

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| Schmidt | | | | | Lace | | | | |
| Rodgers | | | | | DePalma-Iozzi | | | | |
| Cole | | | | | Gates | | | | |

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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|----------------------------|---------------------------------------|-------------------------------|-------------|-------------------------|----------|
| P.O. Type: All | Print Alpha, Revenue, & G/L Accounts: | Y | Open: N | Void: N | Paid: Y |
| Format: Condensed | | | Held: N | Aprv: Y | Rcvd: Y |
| Range: 0-First | to 1-Last | | Bid: Y | State: Y | Other: Y |
| Rcvd Batch Id Range: First | to Last | Received Date Range: 09/28/21 | to 10/08/21 | Include Non-Budgeted: Y | |
| DEPARTMENT Page Break: No | Subtotal CAFR: No | Subtotal DEPARTMENT: No | | | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|--------------------------|---|----------|-----------------------------|---------------|-------------|---------|
| Fund: CURRENT FUND | | | | | | |
| 1-01-20-100-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 2,402.61 | 0.00 | |
| 1-01-20-100-021 04458 | ADVERTISING RECORDER PUBLISHING CO., INC. | 21-01209 | Legal Ads | 273.36 | 0.00 | |
| 00522 | NJ ADVANCE MEDIA, LLC | 21-01285 | Legal Ads for Bids | 666.54 | 0.00 | |
| 04458 | RECORDER PUBLISHING CO., INC. | 21-01299 | Legal Ads | 86.70 | 0.00 | |
| 04458 | RECORDER PUBLISHING CO., INC. | 21-01367 | Misc. Legal Ads | <u>539.07</u> | 0.00 | |
| | | | | 1,565.67 | | |
| 1-01-20-100-028 04249 | CONSULTANTS THE BANKER GROUP, LLC | 21-00019 | 2021 ADMIN. SERVICES | 11,250.00 | 0.00 | B |
| 1-01-20-100-036 02044 | ADMINISTRATION OFFICE SUPPLIES W.B.MASON CO., INC. | 21-01208 | Office Supplies | 42.27 | 0.00 | |
| 02044 | W.B.MASON CO., INC. | 21-01342 | Misc. Supplies | 19.37 | 0.00 | |
| 02044 | W.B.MASON CO., INC. | 21-01343 | Misc. Office Supplies | <u>13.48</u> | 0.00 | |
| | | | | 75.12 | | |
| 1-01-20-100-053 04394 | XEROX COPIER DEX IMAGING LLC | 21-01398 | 10/04/21 COPIER OVERAGES | 109.39 | 0.00 | |
| 1-01-20-100-059 01190 | COMPUTER MAINTENANCE TRI-STATE TECHNICAL SERVICES | 21-01392 | CISCO WIRELESS & OPRA WORK | 225.00 | 0.00 | |
| 1-01-20-100-299 01190 | MISCELLANEOUS TRI-STATE TECHNICAL SERVICES | 21-01392 | CISCO WIRELESS & OPRA WORK | 675.00 | 0.00 | |
| 1-01-20-110-011 00087 | REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 10,500.00 | 0.00 | |
| 1-01-20-120-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 202.04 | 0.00 | |
| 1-01-20-130-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 190.00 | 0.00 | |
| 1-01-20-130-147 03431 | PROFESSIONAL SERVICES BATTAGLIA ASSOCIATES | 21-00017 | 2021 FINANCE & TAX SERVICES | 14,173.00 | 0.00 | B |
| 1-01-20-135-147 03028 | OTHER PROFESSIONAL FEES NISTIVOCCIA & COMPANY LLP | 21-01389 | PREP OF FAST 2020 AUDIT | 550.00 | 0.00 | |
| 1-01-20-145-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 2,100.00 | 0.00 | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|--------------------------|---|----------|------------------------------|-----------------|-------------|---------|
| 1-01-20-145-036 04394 | TAX OFFICE SUPPLIES DEX IMAGING LLC | 21-01398 | 10/04/21 COPIER OVERAGES | 59.00 | 0.00 | |
| 1-01-20-150-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 1,414.27 | 0.00 | |
| 1-01-20-155-027 04225 | LEGAL FEES MANDELBAUM SALSBERG P.C. | 21-00015 | 2021 RETAINER - RES: 1-9 | 5,416.66 | 0.00 | B |
| 04253 | SURRENIAN, EDWARDS + NOLAN LLC | 21-01391 | SPECIAL COUNSEL - JUL. 2021 | 2,883.00 | 0.00 | |
| 03107 | APRUZZESE, MCDERMOTT, MASTRO | 21-01396 | 2021 AUG. LEGAL BILLING | <u>1,165.75</u> | 0.00 | |
| | | | | 9,465.41 | | |
| 1-01-20-165-028 03210 | ENGINEERING CONSULTANT SERVICES BECKMEYER ENGINEERING PC | 21-00170 | 2021 ENGINEERING SERVICES | 3,000.00 | 0.00 | B |
| 1-01-21-180-299 03210 | PLANNING BOARD MISCELLANEOUS BECKMEYER ENGINEERING PC | 21-00172 | 2021 PLANNING BOARD ENGINEER | 500.00 | 0.00 | B |
| 1-01-21-185-299 03210 | ZONING BOARD MISCELLANEOUS BECKMEYER ENGINEERING PC | 21-00173 | 2021 ZONING BOARD ENGINEER | 500.00 | 0.00 | B |
| 1-01-22-195-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 6,589.91 | 0.00 | |
| 1-01-22-195-036 02044 | CONSTRUCTION CODE OFFICE SUPPLIES W.B.MASON CO., INC. | 21-01343 | Misc. Office Supplies | 99.12 | 0.00 | |
| 1-01-23-220-150 00752 | EMPLOYEE HEALTH BENEFITS NJ HEALTH BENEFITS PROGRAM | 21-01382 | OCT '21 HEALTH INS-ACTIVE | 53,849.90 | 0.00 | |
| 1-01-23-220-151 00254 | DENTAL/VISION GUARDIAN LIFE INS.CO.AMERICA | 21-01381 | OCT. 2021 DENTAL/VISION/LTD | 5,647.69 | 0.00 | |
| 1-01-23-220-153 00752 | CHAPTER 88 - RETIREES NJ HEALTH BENEFITS PROGRAM | 21-01383 | OCT. '21 HEALTH INS-RETIREES | 30,387.07 | 0.00 | |
| 1-01-25-240-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 96,236.38 | 0.00 | |
| 1-01-25-240-014 00087 | CROSSING GUARDS PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 4,459.00 | 0.00 | |
| 1-01-25-240-031 00478 | OXYGEN SERVICE REISINGER OXYGEN SERVICE INC | 21-01355 | OXYGEN CYLINDER REPLACEMENTS | 83.00 | 0.00 | |
| 1-01-25-240-036 02044 | POLICE OFFICE SUPPLIES W.B.MASON CO., INC. | 21-01208 | office Supplies | 49.51 | 0.00 | |
| 00212 | FEDEX | 21-01341 | Police Dept Shipping Fees | <u>87.17</u> | 0.00 | |
| | | | | 136.68 | | |
| 1-01-25-240-054 02103 | POLICE RADIO MAINTENANCE ESS INC. | 21-01353 | SEPTEMBER 2021 RADIO SERVICE | 611.75 | 0.00 | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|--------------------------|---|----------|--------------------------------|-----------------|-------------|---------|
| 1-01-25-240-058 03967 | NEW EQUIPMENT BOROUGH OF CALDWELL | 21-01347 | PETTY CASH REIMBURSEMENT | 66.09 | 0.00 | |
| 1-01-25-240-059 02115 | ENFORSYS FEE/MDT FEES ENFORSYS, INC. | 21-01352 | THIRD QUARTER 2021 SERVICE | 2,100.00 | 0.00 | |
| 1-01-25-240-119 01190 | POLICE COMPUTER TRI-STATE TECHNICAL SERVICES | 21-01202 | COMPUTER SERVICES | 949.00 | 0.00 | |
| 01190 | TRI-STATE TECHNICAL SERVICES | 21-01354 | COMPUTER SERVICES | <u>502.00</u> | 0.00 | |
| | | | | 1,451.00 | | |
| 1-01-25-240-148 01731 | CAR WASH WEST CALDWELL CAR WASH | 21-01348 | AUGUST 2021 CAR WASHES | 35.50 | 0.00 | |
| 01688 | CALDWELL CAR WASH | 21-01351 | 2021 CAR WASHES | <u>600.00</u> | 0.00 | |
| | | | | 635.50 | | |
| 1-01-25-240-299 00738 | MISCELLANEOUS INSTITUTE FORENSIC PSYCHOLOGY | 21-01205 | FFD RE-EVALUATION | 1,200.00 | 0.00 | |
| 03967 | BOROUGH OF CALDWELL | 21-01347 | PETTY CASH REIMBURSEMENT | <u>131.24</u> | 0.00 | |
| | | | | 1,331.24 | | |
| 1-01-25-266-010 00087 | FIRE PREVENTION S&W PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 2,619.86 | 0.00 | |
| 1-01-25-266-021 02044 | FIRE PREVENTION O/E W.B.MASON CO., INC. | 21-01368 | Fire Prevention Office Supply | 78.99 | 0.00 | |
| 1-01-26-290-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 15,011.35 | 0.00 | |
| 1-01-26-290-050 02044 | DPW SUPPLIES W.B.MASON CO., INC. | 21-01342 | Misc. Supplies | 29.03 | 0.00 | |
| 1-01-26-290-128 04399 | STREET SWEEPER NORTHEAST SWEEPERS & RENTALS | 21-01358 | SWEEPER REPAIRS | 1,195.66 | 0.00 | |
| 1-01-26-305-079 00153 | ADDITIONAL TRANSFER CHARGES ECUA | 21-01393 | SEP. 2021 2ND HALF SOLID WASTE | 13,139.10 | 0.00 | |
| 1-01-26-310-024 01697 | REPAIRS & MAINTENANCE SMS SECURITY SYSTEMS INC | 21-01360 | REPAIRS FROM STORM | 1,899.99 | 0.00 | |
| 00131 | CHRISTMAS SPECTACULAR INC | 21-01365 | XMAS DECORATIONS | <u>3,600.00</u> | 0.00 | |
| | | | | 5,499.99 | | |
| 1-01-26-310-111 02112 | MAINTENANCE OF GROUNDS APOLLO FLAGS LLC | 21-01366 | FLAG FOR GREEN | 115.66 | 0.00 | |
| 1-01-26-313-113 00066 | REMOVAL OF TREES BROHEIMER TREE EXPERTS INC | 21-01345 | TREE REMOVAL | 1,675.00 | 0.00 | |
| 1-01-26-315-025 02717 | POLICE - VEHICLE REPAIRS WEST ESSEX SUNOCO | 21-01346 | VEHICLE MAINTENANCE & REPAIRS | 1,906.68 | 0.00 | |
| 02966 | ACE COM | 21-01349 | VEHICLE INSTALLATION | 131.25 | 0.00 | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|---|--|----------------------|------------------|---------------------------------------|--------------|---------|
| 1-01-26-315-025 02717 WEST ESSEX SUNOCO | POLICE - VEHICLE REPAIRS Continued VEHICLE MAINTENANCE | 21-01362 | | <u>65.52</u> 2,103.45 | 0.00 | |
| 1-01-26-315-027 01158 JESCO INC | STREETS - VEHICLE REPAIRS LOADER REPAIRS | 21-01359 | | 11,640.79 | 0.00 | |
| 1-01-27-330-011 00087 PAYROLL ACCOUNT | FULL TIME REGULAR PAY 09/30/2021 PAYROLL | 21-01369 | | 3,341.94 | 0.00 | |
| 1-01-27-330-036 04394 DEX IMAGING LLC | OFFICE SUPPLIES 10/04/21 COPIER OVERAGES | 21-01398 | | 58.99 | 0.00 | |
| 1-01-27-335-299 02282 MARCHIONI, ANN 02282 MARCHIONI, ANN | ENVIRONMENTAL COMMISSION MISCELLANEOUS SEEDS - REIMBURSEMENT TREES - REIMBURSEMENT | 21-01384 21-01388 | | 115.00 <u>111.50</u> 226.50 | 0.00 0.00 | |
| 1-01-28-370-011 00087 PAYROLL ACCOUNT | FULL TIME REGULAR PAY 09/30/2021 PAYROLL | 21-01369 | | 1,399.71 | 0.00 | |
| 1-01-28-372-011 00087 PAYROLL ACCOUNT | FULL TIME REGULAR PAY 09/30/2021 PAYROLL | 21-01369 | | 2,623.48 | 0.00 | |
| 1-01-28-372-803 04394 DEX IMAGING LLC | COPIER LEASE 10/04/21 COPIER OVERAGES | 21-01398 | | 58.99 | 0.00 | |
| 1-01-29-390-011 00087 PAYROLL ACCOUNT | FULL TIME REGULAR PAY 09/30/2021 PAYROLL | 21-01369 | | 8,125.06 | 0.00 | |
| 1-01-29-390-030 01077 MICROMARKETING LLC 00584 PALS PLUS | BOOKS/MATERIALS BOOK ORDERS HOOPLA Q3 & Q4 2021 ASSESSMENT | 21-01300 21-01378 | | 875.68 <u>7,466.12</u> 8,341.80 | 0.00 0.00 | |
| 1-01-29-390-036 04516 JK BRANDING, LLC | OFFICE SUPPLIES VINYL BANNER & VECTOR ART | 21-01379 | | 51.50 | 0.00 | |
| 1-01-31-440-075 03611 8 X 8 INCORPORATED | ADMIN - TELEPHONE 2021 SEP. SERVICE FEES | 21-01386 | | 2,349.27 | 0.00 | |
| 1-01-31-460-074 02906 WEX BANK | POLICE - GAS & OIL SEPTEMBER '21 GAS CHARGES | 21-01380 | | 5,345.04 | 0.00 | |
| 1-01-31-460-075 02906 WEX BANK | FIRE - GAS & OIL SEPTEMBER '21 GAS CHARGES | 21-01380 | | 331.01 | 0.00 | |
| 1-01-31-460-076 02906 WEX BANK | STREETS - GAS & OIL SEPTEMBER '21 GAS CHARGES | 21-01380 | | 5,747.20 | 0.00 | |
| 1-01-31-460-077 02906 WEX BANK | SENIORS - GAS & OIL SEPTEMBER '21 GAS CHARGES | 21-01380 | | 310.83 | 0.00 | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|-----------------------------|---|----------|-------------------------------|-----------------|-------------|---------|
| 1-01-36-472-021 00087 | SOCIAL SECURITY/MEDICARE PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 7,063.26 | 0.00 | |
| 1-01-36-476-021 02930 | DCRP PRUDENTIAL RETIREMENT | 21-01374 | EMPLOYER CONTRIBUTIONS-DCRP | 297.81 | 0.00 | |
| 1-01-43-490-011 00087 | FULL TIME REGULAR PAY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 4,931.02 | 0.00 | |
| 1-01-43-490-036 02044 | COURT OFFICE SUPPLIES W.B.MASON CO., INC. | 21-01344 | Court Office Supplies | 192.99 | 0.00 | |
| Fund Total: CURRENT FUND | | | | 366,546.12 | | |
| Fund: WATER OPERATING | | | | | | |
| 1-05-20-100-011 00087 | S&W ALLOCATED TO WATER PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 9,222.38 | 0.00 | |
| 1-05-55-160-004 03967 | DUE TO GENERAL CAPITAL BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 33,409.20 | 0.00 | |
| 1-05-55-160-007 03967 | DUE TO SEWER UTILITY BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 769,635.53 | 0.00 | |
| Fund Total: WATER OPERATING | | | | 812,267.11 | | |
| Fund: SEWER OPERATING | | | | | | |
| 1-07-20-100-011 00087 | S&W ALLOCATED TO SEWER PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 4,999.59 | 0.00 | |
| 1-07-20-100-522 00884 | TELEPHONE AVAYA INC. | 21-01385 | SEWER PHONE 09/11/21-12/10/21 | 34.17 | 0.00 | |
| 1-07-20-100-532 03210 | PROFESSIONAL SERVICE FEES BECKMEYER ENGINEERING PC | 21-00171 | 2021 STORM WATER MANAGER | 1,000.00 | 0.00 | B |
| 1-07-20-100-538 04308 | DIRECT SLUDGE REMOVAL COST SPECTRASERV INC. | 21-01279 | SEWER PLANT BIOSOLID HAULING | 20,202.00 | 0.00 | B |
| 04308 | SPECTRASERV INC. | 21-01280 | GRIT & SCREENING SERVICES '21 | <u>2,213.70</u> | 0.00 | B |
| | | | | 22,415.70 | | |
| 1-07-20-100-544 00306 | CONTRACTUAL OPERATIONS MOTT MACDONALD | 21-01395 | WWTP O&M - 2021 SEPTEMBER | 112,484.24 | 0.00 | |
| 1-07-55-160-001 03967 | DUE TO CURRENT BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 855,671.60 | 0.00 | |
| Fund Total: SEWER OPERATING | | | | 996,605.30 | | |
| Year Total: | | | | 2,175,418.53 | | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|-----------------------|--|----------|------------------------------|-----------------|-------------|---------|
| Fund: | GENERAL CAPITAL | | | | | |
| C-04-18-135-301 | ADM - TECHNOLOGY UPGRADES | | | | | |
| 01324 | DELL COMPUTER CORP. | 21-00803 | REPLACEMENT PC AND MONITORS | 1,699.18 | 0.00 | |
| 01190 | TRI-STATE TECHNICAL SERVICES | 21-01337 | PD CANON LASER JET PRINTERS | <u>1,518.00</u> | 0.00 | |
| | | | | 3,217.18 | | |
| C-04-19-136-701 | ACQUISITION OF LEASED PARKING FACILITIES | | | | | |
| 03808 | TOPOLOGY NJ LLC | 21-00559 | REDEVELOPMENT PLAN RES: 3-99 | 10,025.00 | 0.00 | B |
| C-04-21-140-800 | POLICE SUVS | | | | | |
| 04515 | CARGORAXX LLC | 21-01303 | NEW PD VEHICLE EQUIPMENT | 1,049.88 | 0.00 | |
| C-04-21-141-100 | REDEVELOPMENT | | | | | |
| 03067 | MCMANIMON, SCOTLAND&BAUMANN, LLC | 21-01397 | PROFESSIONAL SERVICES | 764.00 | 0.00 | |
| C-04-55-160-006 | DUE TO/FROM WATER CAPITAL | | | | | |
| 03967 | BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 4,226,912.94 | 0.00 | |
| C-04-55-160-007 | DUE TO/FROM SEWER OPERATING | | | | | |
| 03967 | BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 1,000,000.00 | 0.00 | |
| | Fund Total: GENERAL CAPITAL | | | 5,241,969.00 | | |
| Fund: | WATER CAPITAL | | | | | |
| C-06-20-138-701 | VARIOUS WATER SYSTEM IMPROVEMENTS | | | | | |
| 04355 | EXTRA DUTY SOLUTIONS | 21-01390 | EXTRA DUTY CHARGES - MATINA | 872.00 | 0.00 | |
| C-06-55-160-001 | DUE TO CURRENT FUND | | | | | |
| 03967 | BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 500,000.00 | 0.00 | |
| C-06-55-160-005 | DUE TO WATER OPERATING | | | | | |
| 03967 | BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 1,900,000.00 | 0.00 | |
| | Fund Total: WATER CAPITAL | | | 2,400,872.00 | | |
| | Year Total: | | | 7,642,841.00 | | |
| Fund: | GRANT FUND | | | | | |
| G-02-41-042-018 | DRUNK DRIVING ENFORCEMENT FUND - 2018 | | | | | |
| 02790 | DRAEGER INC. | 21-01203 | ALCOTEST RECERTIFICATION | 179.00 | 0.00 | |
| 02790 | DRAEGER INC. | 21-01350 | CERT SOLUTION FOR ALCOTEST | <u>110.75</u> | 0.00 | |
| | | | | 289.75 | | |
| G-02-41-042-020 | DRUNK DRIVING ENFORCEMENT FUND - 2020 | | | | | |
| 02790 | DRAEGER INC. | 21-01350 | CERT SOLUTION FOR ALCOTEST | 9.25 | 0.00 | |
| | Fund Total: GRANT FUND | | | 299.00 | | |
| | Year Total: | | | 299.00 | | |

| Budget Account Vendor | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|--------------------------|---|----------|--------------------------------|-------------------|-------------|---------|
| Fund: | TRUST OTHER | | | | | |
| T-11-55-286-006 03808 | REDEVELOPMENT ESCROW TOPOLOGY NJ LLC | 21-01387 | LANE AVE - ESCROW | 8,893.75 | 0.00 | |
| T-11-55-286-007 03808 | ESCROW FEES TOPOLOGY NJ LLC | 21-01387 | LANE AVE - ESCROW | 2,300.00 | 0.00 | |
| T-11-55-286-016 02364 | RECYCLING PDQ PRINT & COPY INC. | 21-01301 | 2021 LEAF COLLECTION MAILER | 598.00 | 0.00 | |
| 03328 | SOURCE DIRECT GROUP | 21-01302 | 2021 LEAF COLLECTION MAILER | <u>820.36</u> | 0.00 | |
| | | | | 1,418.36 | | |
| T-11-55-286-026 00087 | POLICE OUTSIDE DUTY PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 5,960.00 | 0.00 | |
| 00083 | CURRENT ACCOUNT | 21-01372 | 09/30/21 PAYROLL- OUTSIDE DUTY | <u>2,421.25</u> | 0.00 | |
| | | | | 8,381.25 | | |
| T-11-55-286-031 00087 | FOOD PANTRY DONATIONS PAYROLL ACCOUNT | 21-01369 | 09/30/2021 PAYROLL | 216.00 | 0.00 | |
| | Fund Total: TRUST OTHER | | | 21,209.36 | | |
| Fund: | PAYROLL FUND | | | | | |
| T-13-55-160-005 03967 | DUE TO/FROM WATER OPERATING BOROUGH OF CALDWELL | 21-01340 | INTERFUND TRANSFERS | 25,000.00 | 0.00 | |
| T-13-55-286-010 04518 | ADP - NET PAYROLL CHIRICOLO, LUIGI | 21-01338 | 09/30/2021 SUPPLEMENTAL PAY | 1,017.22 | 0.00 | |
| 04478 | PRIMEPOINT, LLC | 21-01371 | 09/30/21 NET PAYROLL/PR TAXES | <u>135,823.43</u> | 0.00 | |
| | | | | 136,840.65 | | |
| T-13-55-286-020 04478 | ADP - PAYROLL TAXES PRIMEPOINT, LLC | 21-01371 | 09/30/21 NET PAYROLL/PR TAXES | 42,203.45 | 0.00 | |
| T-13-55-286-110 03444 | MASS MUTUAL CONTRIBUTIONS MASSMUTUAL RETIREMENT SERVICES | 21-01376 | EE CONTRIBUTIONS W/E 09/30/21 | 1,546.00 | 0.00 | |
| T-13-55-286-260 03955 | NY LIFE INSURANCE NEW YORK LIFE INSURANCE | 21-01377 | SEPTEMBER 2021 BILLING ADJ. | 36.39 | 0.00 | |
| T-13-55-286-510 02930 | DCRP PRUDENTIAL RETIREMENT | 21-01373 | EMPLOYEE CONTRIBUTIONS-DCRP | 546.00 | 0.00 | |
| T-13-55-286-620 03445 | UNION DUES - PBA WEST ESSEX PBA LOCAL | 21-01375 | PBA DUES W/E 09/30/2021 | 320.00 | 0.00 | |
| | Fund Total: PAYROLL FUND | | | 206,492.49 | | |
| | Year Total: | | | 227,701.85 | | |

| Revenue Account | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|-----------------|--------------------|----------|--------------------------------|----------|-------------|---------|
| 1-01-08-160-002 | DUE TO STATE OF NJ | | | | | |
| 00885 | NJ STATE TREASURER | 21-01394 | 3RD QTR'21 STATE TRAINING FEES | 3,871.00 | 0.00 | |
| | Revenue Total: | | | 3,871.00 | | |

Total Charged Lines: 161 Total List Amount: 10,050,131.38 Total Void Amount: 0.00

| Totals by Year-Fund | | | | | |
|---------------------|------|----------------------|-----------------|-------------|----------------------|
| Fund Description | Fund | Budget Total | Revenue Total | G/L Total | Total |
| CURRENT FUND | 1-01 | 366,546.12 | 3,871.00 | 0.00 | 370,417.12 |
| WATER OPERATING | 1-05 | 812,267.11 | 0.00 | 0.00 | 812,267.11 |
| SEWER OPERATING | 1-07 | <u>996,605.30</u> | <u>0.00</u> | <u>0.00</u> | <u>996,605.30</u> |
| Year Total: | | 2,175,418.53 | 3,871.00 | 0.00 | 2,179,289.53 |
| GENERAL CAPITAL | C-04 | 5,241,969.00 | 0.00 | 0.00 | 5,241,969.00 |
| WATER CAPITAL | C-06 | <u>2,400,872.00</u> | <u>0.00</u> | <u>0.00</u> | <u>2,400,872.00</u> |
| Year Total: | | 7,642,841.00 | 0.00 | 0.00 | 7,642,841.00 |
| GRANT FUND | G-02 | 299.00 | 0.00 | 0.00 | 299.00 |
| TRUST OTHER | T-11 | 21,209.36 | 0.00 | 0.00 | 21,209.36 |
| PAYROLL FUND | T-13 | <u>206,492.49</u> | <u>0.00</u> | <u>0.00</u> | <u>206,492.49</u> |
| Year Total: | | 227,701.85 | 0.00 | 0.00 | 227,701.85 |
| Total of All Funds: | | <u>10,046,260.38</u> | <u>3,871.00</u> | <u>0.00</u> | <u>10,050,131.38</u> |



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-228
Date of Adoption: October 12, 2021

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH CIVIL SOLUTIONS
FOR PROFESSIONAL SERVICES FOR BOROUGH TAX MAP MAINTENANCE**

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 Civil Services ("CS") for the provision of professional services related to the maintenance of the Borough's tax maps; and

WHEREAS, the Borough Administrator has solicited a proposal from CS for such Services and has negotiated with CS 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 CS as set forth in the attached Exhibit A, which is attached to and made part of this resolution, is hereby accepted by the Borough as the basis of a contract for the provision of those services by CS; and
2. The Borough Administrator is hereby authorized and directed to enter into a contract with CS for the provision of the Services described in this resolution; and
3. The maximum amount authorized to be paid to CS pursuant to such contract is eighteen hundred dollars (\$18,000); and
4. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow CS to perform the Services and receive the compensation set forth in the attached proposal; and
5. 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
6. 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

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, Christopher 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.

1-01-20-150-107 TAX MAPS \$18,000.00

| Line- Item | Description | Amount |
|-----------------------------|-------------|--------|
| Christopher Battaglia, CFMO | | Date |

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



Civil Solutions
a division of **arh**

December 14, 2020

George Librizzi, Tax Assessor
Borough of Caldwell
1 Provost Square
Caldwell, NJ 07006

**Simplifying GIS
through Innovation**

Re: Tax Map Maintenance 2021
CS P2020.0797

Dear George:

Geospatial System Design
Systems Integration
Application Development
Digital Mapping
Database Administration
.NET & Java Coding
ArcGIS Server Support
Software & Training
Technical Support

I am pleased to be able to respond to your request to provide a quotation for continued technical services to update the Borough of Caldwell's Tax Maps. Based on our understanding of the work required and past, direct experience with this work in the Borough, I suggest establishing a purchase order with a not to exceed amount of \$1,800.00 to cover the effort for the changes and hosting of our Internet DataViewer(myiDV). The myiDV will be billed as a lump sum charge of \$1,200 (\$100 per month).

Our work will be performed in the exact scope and fashion as in previous efforts. We will work with the Borough responding to their request and provide feedback from our weekly Mod4 integration and reporting. We will manage the work through our web-based tax map maintenance portal, giving you continual access to the status of work, work order documentation, and the completed tax map set.

Civil Solutions will invoice the Borough for the work completed on a monthly basis. Additional hardcopy Tax Map sets will be invoiced separately as follows:

215 Bellevue Avenue
PO Box 579
Hammonton, NJ
08037-2019
Tel 800.924.0482
Fax 609.704.8011

www.civilsolutions.biz

| Media | Quantity | Unit Price |
|---------------------------|----------|-------------|
| 24x36 UnBound Tax Map Set | 1 | \$136 + S&H |
| 11x17 Bound Tax Map Set | 1 | \$85 + S&H |

Serving New Jersey's
GIS Community from:

Hammonton, NJ
-
Bloomfield, NJ



Thank you for the opportunity to continue our work with the Borough of Caldwell. I hope you find this quotation acceptable. Please contact me at (800) 924-0482 extension 3222 if you have any questions or need any additional information.

Sincerely,

Donald A Smith III
Senior Client Manager

This proposal is acceptable as stated, and I hereby authorize Civil Solutions, a division of Adams, Rehmann & Heggan Associates, Inc. to proceed with the work as outlined.

Approved (Signature)

__/__/__
Date

Printed Name

Title

Enclosure(s): 1

cc:

DAS,ds

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**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-229

Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE -SAINT ALOYSIUS ROMAN CATHOLIC CHURCH OFF -PREMISE-CALENDAR: JANUARY 15, 2022, FEBRUARY 15, 2022, MARCH 15, 2022, APRIL 15, 2022, MAY 15, 2022, JUNE 15, 2022, OCTOBER 15, 2022, DECEMBER 15, 2022- 1pm

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 the following be and is hereby granted a raffle license in accordance with the application filed. Applicant and application have been approved by the Borough Council.

RA-1454 Saint Aloysius Roman Catholic Church
Off-Premise - Calendar Raffle
January 15, 2022, February 15, 2022,
March 15, 2022, April 15, 2022, May 15, 2022,
June 15, 2022, October 15, 2022, December 15, 2022
- 1pm

FURTHER BE IT RESOLVED that the Clerk be and is hereby authorized to sign a statement of Findings and Determination granting said license and the Borough Clerk be and is hereby authorized to sign said license.

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

**BOROUGH OF CALDWELL
OFFICE OF THE ADMINISTRATOR**

October 4, 2021

MEMORANDUM

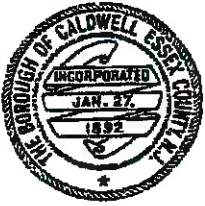
To: Honorable Mayor and Borough Council
From: Brittany Heun, Deputy Clerk
Subject: **Raffle License Application**

Attached please find copies of the following Raffle license application that has been submitted to the Borough for our approval:

RA-1455 Saint Aloysius Roman Catholic Church
Off-Premise – Calendar Raffle
January 15, 2022, February 15, 2022, March 15, 2022, April 15,
2022, May 15, 2022, June 15, 2022, July 15, 2022, August 15,
2022, September 15, 2022, October 15, 2022, December 15,
2022 – 1pm

The applicant and applications have been approved by the Clerk's office and Police Department. I will include a resolution on the agenda of the Council Business meeting on October 12, 2021.

If you have any questions or require any additional information, please do not hesitate to call my office.

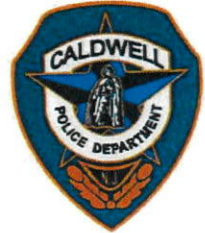


CALDWELL POLICE DEPARTMENT

DETECTIVE BUREAU

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

James H. Bongiorno - Chief of Police



TO: Brittany Heun, Deputy Clerk
FROM: Sergeant Mike Pellegrino #442
DATE: October 12, 2021
SUBJECT: Raffle License Applications
REFERENCE: RA -1455 Saint Aloysius Roman Catholic Church
Off-Premise – Calendar Raffle
January 15, 2022, February 15, 2022, March 15, 2022, April
15, 2022, May 15, 2022, June 15, 2022, July 15, 2022, August
15, 2022, September 15, 2022, October 15, 2022, November
15, 2022, December 15, 2022 – 1 PM

As per your request, regarding the above referenced matter, I have investigated all parties involved and have found no reasons so as to the denial of this application. If there are any questions please do not hesitate to contact me. Thank you.

Respectfully submitted

Sergeant Mike Pellegrino #442



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-230

Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING THE ISSUING OF LICENSE FOR RAFFLE. APPLICANT AND APPLICATION HAVE BEEN APPROVED BY THE CLERK'S OFFICE -JAMES CALDWELL HIGH SCHOOL SWIMMING CHIEFS OFF -PREMISE-50/50 RAFFLE FEBRUARY 20, 2021-3-8PM

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 the following be and is hereby granted a raffle license in accordance with the application filed. Applicant and application have been approved by the Borough Council.

RA-1454 James Caldwell High School Swimming Chiefs
Off-Premise - 50/50 Raffle
February 28, 2021-3-8pm

FURTHER BE IT RESOLVED that the Clerk be and is hereby authorized to sign a statement of Findings and Determination granting said license and the Borough Clerk be and is hereby authorized to sign said license.

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

**BOROUGH OF CALDWELL
OFFICE OF THE ADMINISTRATOR**

October 4, 2021

MEMORANDUM

To: Honorable Mayor and Borough Council

From: Brittany Heun, Deputy Clerk

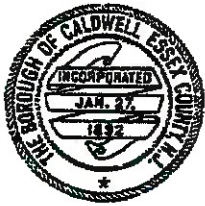
Subject: **Raffle License Application**

Attached please find copies of the following Raffle license application that has been submitted to the Borough for our approval:

RA-1456 James Caldwell High School Swimming Chiefs
 Off-Premise – 50/50 Raffle
 February 28, 2021 – 3-8pm

The applicant and applications have been approved by the Clerk's office and Police Department. I will include a resolution on the agenda of the Council Business meeting on October 12, 2021.

If you have any questions or require any additional information, please do not hesitate to call my office.

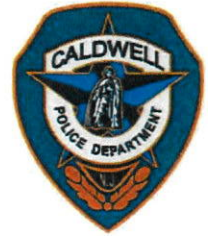


CALDWELL POLICE DEPARTMENT

DETECTIVE BUREAU

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

James H. Bongiorno - Chief of Police



TO: Brittany Heun, Deputy Clerk

FROM: Sergeant Mike Pellegrino #442

DATE: October 12, 2021

SUBJECT: Raffle License Applications

REFERENCE: RA -1456 James Caldwell High School Swimming Chiefs
Off-Premise – 50/50 Raffle
February 28, 2022 – 3 PM – 8 PM

As per your request, regarding the above referenced matter, I have investigated all parties involved and have found no reasons so as to the denial of this application. If there are any questions please do not hesitate to contact me. Thank you.

Respectfully submitted,


Sergeant Mike Pellegrino #442



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-231
Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING THE PURCHASE A 2022 CHEVY TAHOE FROM GENTILINI MOTORS, 2703 FIRE ROAD, EGG HARBOR TOWNSHIP, NJ 08234, FOR THE CALDWELL FIRE DEPARTMENT FOR AN AMOUNT OF \$40,975.06 THROUGH NJ STATE CONTRACT T-2776S

Recommended for approval by:

Thomas Banker, Administrator

Approved as to form and legality by:

Title:

WHEREAS, the Borough of Caldwell, pursuant to N.J.S.A 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury and;

WHEREAS, the Borough of Caldwell Volunteer Fire Department has the need for a fire chief vehicle and;

WHEREAS, the Borough of Caldwell intends to purchase with Gentilini Motors, 2703 Fire Road, Egg Harbor Township, NJ 08234 a 2022 Chevy Tahoe for an amount of \$40,975.06.

NOW THEREFORE BE IT RESOLVED that the Borough of Caldwell authorizes the Borough Administrator to purchase the goods and services for the Borough of Caldwell as described herein;

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, Christopher 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 finds upon the passage of this resolution.

| Line- Item | Description | Amount |
|-----------------------------|-------------|------------|
| _____ | _____ | _____ |
| Christopher Battaglia, CFMO | | Date _____ |

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

Gentilini Motors
 2703 Fire Rd
 Egg Harbor Township NJ 08234
 (609) 484-0555
 www.upfitme.com

Quote

#EST5363

9/30/2021

Page of

Bill To

TOTAL

Caldwell Vol Fire Dept
 30 Roseland Ave
 Caldwell NJ 7006
 United States

\$40,975.06

| | | | |
|-------------------|----------------|------------------|---------------------|
| Customer # | Expires | Sales Rep | Contract Ref |
| | 12/29/2021 | Len Polistina | T-2776S |

| Qty | Item | MSRP | Dist Amt | Ext Amt |
|-----|--|-------------|-------------|-------------|
| 1 | G-V-22-CK10706-NJS-9C1-PTL-STK 9C1-22-STK-PTL 2022 TAHOE 9C1 PATROL SPEC | | | |
| | *** STOCK ONLY*** | | | |
| 1 | CK10706-V-22-NJS-9C1-STK 9C1-22-STK 2022 Chevrolet Tahoe (CK10706) 4WD 4dr PPV 9C1 PACKAGE NJS | \$36,613.25 | \$36,613.25 | \$36,613.25 |
| | CK10706-ITEM Blanket Order Number 21-FLEET-01485 Item # 3 Class-Item 071-05 Section 10 Price Line 19 from the Bid Solicitation. Chevrolet Tahoe Police Package Vehicle (PPV), 4-Door, 4WD, with Gasoline Engine as Model Year: 2022 Model: Tahoe Police Package Vehicle (PPV), 4-Door, 4WD, with Manufacturer's Body Code: Ck10706 | | | |
| 1 | AMF-CK10706-22 AMF Remote Keyless Entry Package | \$75.00 | \$68.25 | \$68.25 |
| 1 | V76-CK10706-22 V76 Recovery hooks, 2 front, frame-mounted, Black | \$50.00 | \$45.50 | \$45.50 |
| 1 | 5T5-CK10706-22 5T5 Seats, front cloth and second row vinyl | \$0.00 | \$0.00 | \$0.00 |
| 1 | 6C7-CK10706-22 6C7 Lighting, red and white front auxiliary dome | \$170.00 | \$154.70 | \$154.70 |
| 1 | 6J7-CK10706-22 6J7 Flasher system, headlamp and taillamp, DRL compatible with control wire | \$249.00 | \$226.59 | \$226.59 |
| 1 | 7X3-CK10706-22 7X3 Spotlamp, left-hand (Deletes A-pillar mounted assist handle.) | \$800.00 | \$728.00 | \$728.00 |

| Qty | Item | MSRP | Dist Amt | Ext Amt |
|-----|---|---------|----------|---------|
| 1 | 9G8-CK10706-22 9G8 Headlamps, Daytime Running Lamps and automatic headlamp control delete | \$50.00 | \$45.50 | \$45.50 |
| 1 | UTQ-CK10706-22 UTQ Theft-deterrent system | \$50.00 | \$45.50 | \$45.50 |

COLORS

COLORS LISTED BELOW (PLEASE SPECIFY COLOR BELOW)

PRICING AND MAY REQUIRE ADDL PRICING

** TWO TONE AVAILABLE BY MEE **

G9K -Satin Steel Metallic

GAZ -Summit White

GBA-Black

GJI-Shadow Gray Metallic

GJW -Empire Beige Metallic

GLU-Midnight Blue Metallic

GS6-Graywood Metallic

GSK -Cherry Red Tintcoat (ADDITIONAL CHARGE)

VICTORY RED (ADDITIONAL CHARGE)

| | | | | |
|---|---|--------|--------|--------|
| 1 | CLR-GAZ-CK10706-22-WHITE GAZ-WHITE Summit White | \$0.00 | \$0.00 | \$0.00 |
|---|---|--------|--------|--------|

17-FLEET-00758-MEE

Item # 4 30% off listed MSRP

Solicitation (Bid) No.: 17DPP00046

Class-Item 055-79

Category 12 Vehicle Siren Systems and Vehicle Light Systems and Associated Accessories

Price Line 143 from the Bid Solicitation State-Supplied Price Sheet

Brand: Municipal Equipment

Primary Vendor {Contractor}

Delivery Days After Receipt of Order: 30 Days

17-FLEET-00719-HAVIS

Item # 1 Havis 20% off listed MSRP

Class-Item 055-79

Solicitation (Bid) No.: 17DPP00046

Category 12 Vehicle Siren Systems and Vehicle Light Systems and Associated Accessories

Price Line 137 from the Bid Solicitation State-Supplied Price Sheet

Brand: Havis

Primary Vendor {Contractor}

Delivery Days After Receipt of Order: 30 Days

| | | | | |
|---|--|----------|----------|----------|
| 1 | K-E-22TAH-CONSOLE HAVIS-CON-GRP HAVIS CONSOLE FOR 2022 CHEVY TAHOE | \$974.28 | \$779.42 | \$779.42 |
|---|--|----------|----------|----------|

| | | | | |
|---|---|----------|--|--|
| 1 | C-VS-1012-TAH-1 Standard 9" Wide High Angled 22" Vehicle Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle | \$742.93 | | |
|---|---|----------|--|--|

| Qty | Item | MSRP | Dist Amt | Ext Amt |
|-----|---|----------|----------|----------|
| 1 | C-EB35-CZ3-1P 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Code 3/ Public Safety Equip. Z3 Siren | \$33.53 | | |
| 2 | C-MCB Mounting Solutions====> Consoles====> Accessories====>====> Mic clip bracket | \$15.14 | | |
| 2 | MEE-MMSU-1 Magnetic Mic Single Unit Ultimate EZ magnetic Mic with no clips | \$49.75 | | |
| 1 | CUP2-1004 Self-Adjusting Double Cup Holder (Fixed Mount) | \$63.50 | | |
| 1 | C-ARM-103 Mounting Solutions====> Consoles====> Arm Rests====>====> Armrest for top mount, console, large pad | \$143.89 | | |
| 1 | C-AP-0325 Mounting Solutions====> Consoles====> Accessories====> Pockets====> 3" accessory pocket, 2.5" deep | \$49.75 | | |
| 2 | C-FP-4 Mounting Solutions====> Consoles====> Accessories====> Filler Plates====> 4" Filler Plate | \$13.65 | | |
| 2 | C-FP-2 Mounting Solutions====> Consoles====> Accessories====> Filler Plates====> 2" Filler Plate | \$11.90 | | |
| | 17-FLEET-00758-MEE Item # 4 30% off listed MSRP Solicitation (Bid) No.: 17DPP00046 Class-Item 055-79 Category 12 Vehicle Siren Systems and Vehicle Light Systems and Associated Accessories Price Line 143 from the Bid Solicitation State-Supplied Price Sheet Brand: Municipal Equipment Primary Vendor (Contractor) Delivery Days After Receipt of Order: 30 Days | | | |
| 10 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$925.00 |
| 1 | PD-B11-MEE MEE 11 Output Fuse panel, Any Vehicle | \$319.44 | \$223.61 | \$223.61 |
| 1 | MEE-KIT 25 butt connectors, 45' wire, 25 connectors female, 1 roll electrical tape, 25 self tappers, 12 nut & bolt stainless w/sleeve | \$104.12 | \$72.88 | \$72.88 |
| 2 | UND1-MEE Undercoat per gallon | \$219.19 | \$153.43 | \$306.86 |
| 8 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$740.00 |

| Qty | Item | MSRP | Dist Amt | Ext Amt |
|-----|------|------|----------|---------|
|-----|------|------|----------|---------|

ADD-EQUIP

THIS VEHICLE IS A STOCK OR INCOMING VEHICLE
DESIGNED FOR OUTFITTING.

THIS VEHICLE HAS AN ADDITIONAL WORK ORDER.
PLEASE CALL MUNICIPAL EQUIPMENT FOR
COMPLETE DETAILS.

PLEASE EMAIL: ORDERS@UPFITME.COM OR 609-484-
0555

Please ask for Dom Fresco or email Dom
dfresco@upfitme.com

\$40,975.06

| | |
|-----------------|-------------|
| Subtotal | \$40,975.06 |
|-----------------|-------------|

| | |
|----------------|--|
| Tax (%) | |
|----------------|--|

| | |
|--------------|-------------|
| Total | \$40,975.06 |
|--------------|-------------|

Please email all Purchase Order to:

ORDERS@UPFITME.com

Purchase Orders are not confirmed until you receive a return email confirming receipt of Purchase Order.



BOROUGH OF CALDWELL
NEW JERSEY

Resolution No: 10-232
Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING THE PURCHASE EQUIPMENT FROM MUNICIPAL EQUIPMENT, 2703 FIRE ROAD, EGG HARBOR TOWNSHIP, NJ 08234, FOR THE CALDWELL FIRE DEPARTMENTS 2022 CHEVY TAHOE FOR AN AMOUNT OF \$23,221.18 THROUGH NJ STATE CONTRACT 17-FLEET-00758

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Borough of Caldwell, pursuant to N.J.S.A 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury and;

WHEREAS, the Borough of Caldwell Volunteer Fire Department has the need for a fire chief vehicle and need to have it fully equipped to properly serve its function and;

WHEREAS, the Borough of Caldwell intends to purchase with Municipal Equipment, 2703 Fire Road, Egg Harbor Township, NJ 08234 equipment for a 2022 Chevy Tahoe for an amount of \$23,221.18.

NOW THEREFORE BE IT RESOLVED that the Borough of Caldwell authorizes the Borough Administrator to purchase the goods and services for the Borough of Caldwell as described herein;

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, Christopher 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 finds upon the passage of this resolution.

Line- Item Description Amount

Christopher Battaglia, CFMO

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 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

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



Municipal Equipment
 2703 Fire Rd
 Egg Harbor Township NJ 08234
 (609) 484-0555
 www.upfitme.com

Quote

#EST5364

9/30/2021

Page of

Bill To

Caldwell Vol Fire Dept
 30 Roseland Ave
 Caldwell NJ 7006
 United States

TOTAL

\$23,221.18

| | | | |
|-------------------|----------------|------------------|---------------------|
| Customer # | Expires | Sales Rep | Contract Ref |
| | 12/29/2021 | Dom Fresco | M - 17-FLEET-00758 |

| Qty | Item | MSRP | MEE Price | Ext Amt |
|-----|------|------|-----------|---------|
|-----|------|------|-----------|---------|

| | | | | |
|---|--|--|--|--|
| 1 | <p>G-E-21TAH-C3EM 21+ Tahoe Economy marked Economy complete emergency vehicle package with siren, overhead light bar. Consider adding free standing gun lock for police use.</p> | | | |
|---|--|--|--|--|

17-FLEET-00758-GEN
 T-0106 17DPP00046 5/15/19
 MEE Contract # 17-FLEET-00758 \$92.50 per hour
 MEE 30 % off MSRP
 Havis 20% off MSRP Contract # 17-FLEET-00719
 Setina 20% off MSRP
 Whelen 20% off MSRP Contract # 17-FLEET-00761
 Odyssey 15% off MSRP
 Kussmaul 10% off MSRP
 AMES/ Power Inovations 25%
 Code 3 Contract 46% off MSRP #17-FLEET-00739

LABOR WARRANTY INCLUDED
 LABOR WARRANTY INCLUDED
 This packaged upfit includes a 5 year labor warranty from date of original delivery. It covers LABOR for all equipment sold by AND installed by Municipal Equipment Enterprises. Service will be performed at no cost to customer when brought to Municipal Equipment's location. If mobile service is required, the current on site service fee will be billed to cover travel costs per instance. Warranty does not apply to damage caused by service to vehicle done outside of Municipal Equipment Enterprises. If net 30 payment terms are not met after vehicle delivery the warranty is void.
 ** Customer supplied equipment that does not operate correctly at time of install (correct installation but faulty product) or after will incur additional labor hours to repair. **

| | | | | |
|---|--|----------|---------|----------|
| 4 | <p>MEE-KIT 25 butt connectors, 45' wire, 25 connectors female, 1 roll electrical tape, 25 self tappers, 12 nut & bolt stainless w/sleeve</p> | \$104.12 | \$72.88 | \$291.52 |
|---|--|----------|---------|----------|

| Qty | Item | MSRP | MEE Price | Ext Amt |
|-----|---|----------|-----------|----------|
| 1 | PD-B11-MEE MEE 11 Output Fuse panel, Any Vehicle | \$319.44 | \$223.61 | \$223.61 |
| | DOME LIGHT DOME LIGHT R/W | | | |
| 1 | CW0410-WR 400 Series compartment light, 5.4" red/white, 12/24VDC, with touch switch | \$96.21 | \$51.95 | \$51.95 |
| 1 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$92.50 |
| | FORWARD FACING EQUIPMENT FORWARD FACING EQUIPMENT | | | |
| 4 | CD3802RBW Directional, Surface Mount, 12-24VDC, Tri-Color, Red/Blue/White | \$168.12 | \$90.78 | \$363.12 |
| 1 | C3100TH21 C3100™ SERIES Siren Speaker 2021+ Tahoe bracket and one speaker. | \$289.45 | \$156.30 | \$156.30 |
| 1 | C3100X 100W speaker without mount brackets (compatible with Banshee® low frequency tone selection) | \$212.73 | \$114.87 | \$114.87 |
| 1 | BHGMB-TH21 2021+ Tahoe Upper Grill Main Bracket | \$34.92 | \$18.86 | \$18.86 |
| 1 | SWITCHNODE SWITCH NODE MATRIX | \$304.00 | \$164.16 | \$164.16 |
| 10 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$925.00 |

SIDE FACING EQUIPMENT
SIDE FACING EQUIPMENT

| Qty | Item | MSRP | MEE Price | Ext Amt |
|-----|--|------------|------------|------------|
| 1 | C3RNRDC-60L-BWRW R/W B/W 60" RUNNER LEFT SIDE WIRE | \$466.40 | \$251.86 | \$251.86 |
| 1 | C3RNRDC-60R-BWRW R/W B/W 60" RUNNER RIGHT SIDE WIRE | \$466.40 | \$251.86 | \$251.86 |
| 2 | RNRBKT-PIU20 Runner bracket 2 per vehicle 2020 PIU | \$34.92 | \$18.86 | \$37.72 |
| 2 | CD3802RBW Directional, Surface Mount, 12-24VDC, Tri-Color, Red/Blue/White | \$168.12 | \$90.78 | \$181.56 |
| 2 | XT4LBKT 90° 'L' shaped bracket (XT4/ULT) | \$10.35 | \$5.59 | \$11.18 |
| 12 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$1,110.00 |
| | REAR FACING EQUIPMENT REAR FACING EQUIPMENT | | | |
| 2 | CD3802RBW Directional, Surface Mount, 12-24VDC, Tri-Color, Red/Blue/White | \$168.12 | \$90.78 | \$181.56 |
| 1 | 42-3TRBAW-CM Matrix Citadel RAW/BAW Rear wing lighting flood, flash, and directional. | \$1,919.10 | \$1,036.31 | \$1,036.31 |
| 1 | CD3794RA Megaflex 12led light RA | \$136.84 | \$73.89 | \$73.89 |
| 1 | CD3794BA Megaflex 12led light BA | \$136.84 | \$73.89 | \$73.89 |
| 10 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$925.00 |
| | LIGHT BAR / SIREN CONTROLLER LIGHT BAR / SIREN CONTROLLER | | | |

| Qty | Item | MSRP | MEE Price | Ext Amt |
|-----|---|------------|------------|------------|
| | Z3SXR-1 | | | |
| | Rotary knob and push-button controller options All-in-one combo amp with dual-tone/low-frequency capability (optional) 18 configurable outputs (2 – 20 Amp, 8 – 10 Amp, 8 – 500mA) 14 discrete, configurable inputs OBD module add-on option 200W or 300W (with combo amp) | | | |
| 1 | | \$1,760.32 | \$950.57 | \$950.57 |
| | Z3S-OBD-TH21 | | | |
| | Z3S Matrix® Siren OBD module add-on option for Chevrolet Tahoe | | | |
| 1 | | \$424.97 | \$229.48 | \$229.48 |
| | COVERT-16-32587-CM | | | |
| | Covert - Matrix 52" Light Bar with adjustable mounting kit. R/B/W/A Black top clear lenses | | | |
| 1 | | \$3,290.00 | \$1,776.60 | \$1,776.60 |
| | ADJBKT016-B | | | |
| | Adapter bracket adjustable hook kit 21+ Tahoe 47/52 - black (old adapter CVYTH15-48 or 52) | | | |
| 1 | | \$72.23 | \$39.00 | \$39.00 |
| | SWITCHNODE | | | |
| | SWITCH NODE MATRIX | | | |
| 1 | | \$304.00 | \$164.16 | \$164.16 |
| | LABOR 2021 LABOR # | | | |
| | NJ Labor for installation or repairs to vehicles | | | |
| 24 | | \$92.50 | \$92.50 | \$2,220.00 |
| | CONSOLE & ACCESSORIES | | | |
| | CONSOLE & ACCESSORIES | | | |
| | C-VS-1012-TAH-1 | | | |
| | Standard 9" Wide High Angled 22" Vehicle Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle | | | |
| 1 | | \$742.93 | \$594.34 | \$594.34 |
| | C-EB35-CZ3-1P | | | |
| | 1-Piece Equipment Mounting Bracket, 3.5" Mounting Space, Fits Code 3/ Public Safety Equip. Z3 Siren | | | |
| 1 | | \$33.53 | \$26.82 | \$26.82 |
| | C-MCB | | | |
| | Mounting Solutions====> Consoles====> Accessories====>====> Mic clip bracket | | | |
| 1 | | \$15.14 | \$12.11 | \$12.11 |

| Qty | Item | MSRP | MEE Price | Ext Amt |
|-----|--|----------|-----------|----------|
| 1 | MEE-MMSU-1 Magnetic Mic Single Unit Ultimate EZ magnetic Mic with no clips | \$49.75 | \$34.83 | \$34.83 |
| 1 | C-ARM-101 Mounting Solutions====> Consoles====> Arm Rests====> ====> Top mount arm rest | \$84.92 | \$67.94 | \$67.94 |
| 1 | C-CUP2-I Mounting Solutions====> Consoles====> Accessories====> Cup Holders====> Internal cup holders | \$45.42 | \$36.34 | \$36.34 |
| 1 | C-AP-0325 Mounting Solutions====> Consoles====> Accessories====> Pockets====> 3" accessory pocket, 2.5" deep | \$49.75 | \$39.80 | \$39.80 |
| 2 | C-FP-4 Mounting Solutions====> Consoles====> Accessories====> Filler Plates====> 4" Filler Plate | \$13.65 | \$10.92 | \$21.84 |
| 2 | C-FP-2 Mounting Solutions====> Consoles====> Accessories====> Filler Plates====> 2" Filler Plate | \$11.90 | \$9.52 | \$19.04 |
| 1 | C-LP2-PS1-USB Mounting Solutions====> Consoles====> Accessories====> ====> 2 Lighter plug outlet w/ 1 switch & 1 USB cut outs | \$122.93 | \$98.34 | \$98.34 |
| 6 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$555.00 |

ADDITIONAL EQUIPMENT

ADDITIONAL EQUIPMENT NOT INCLUDED...

Consider additional equipment provided by MEE or customer.

*RADIO

*CAMERA SYSTEM (WATCH GUARD CERTIFIED INSTALLERS)

*RADAR

*TRUNK BOX

*PUSH BUMPER (CAN BE UPGRADED TO FULL PIT BAR WITH FENDER WRAPS)

*COMPUTER

*LICENSE PLATE READER

*GRAPHICS

*WINDOW TINT

*ALL TERRAIN TIRES (General tires on state contract)

*UPGRADED WHEELS

\$13,422.93

| Qty | Item | MSRP | MEE Price | Ext Amt |
|-----|---|------------|------------|------------|
| | MEE-RADIO Radio Install Radio install for one radio, remote head or self contained. Includes one antenna cable. If not customer provided specify face plate for console, and antenna mast (must know band with Mhz). | | | |
| 2 | 2 dual head remote radios | | | |
| 2 | 503384 0-960 MHz 3/4" Brass Mount/ No Connector | \$25.39 | \$25.39 | \$50.78 |
| 2 | C-MCB Mounting Solutions====> Consoles====> Accessories====> ====> Mic clip bracket | \$15.14 | \$12.11 | \$24.22 |
| 2 | 22737 LAIRD 118-970 MHz Unity gain field tunable 1/4 wave antenna Chrome whip | \$23.16 | \$23.16 | \$46.32 |
| 4 | MEE-MMSU-1 Magnetic Mic Single Unit Ultimate EZ magnetic Mic with no clips | \$49.75 | \$34.83 | \$139.32 |
| 8 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$740.00 |
| | | | | \$1,000.64 |
| | Trunk box (TBD) | | | |
| 1 | MEE-TB-UNI-24-CCF-1 SCBA Tahoe or Utility (One drawer, Command board, SCBA) | \$6,958.19 | \$6,159.02 | \$6,159.02 |
| 1 | MISC-ITM trunk box mounting system | \$1.00 | \$979.75 | \$979.75 |
| 8 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$740.00 |
| | tablet mount | | | |
| 1 | TM-5502UDB-UNIV-E Tablet mount swing arm computer mount | \$686.05 | \$548.84 | \$548.84 |
| 4 | LABOR 2021 LABOR # NJ Labor for installation or repairs to vehicles | \$92.50 | \$92.50 | \$370.00 |

| | |
|-----------------|-------------|
| Subtotal | \$23,221.18 |
| Tax (0%) | \$0.00 |
| Total | \$23,221.18 |

Please email all Purchase Order to:
ORDERS@UPFITME.com
Purchase Orders are not confirmed until you receive a return email confirming receipt of Purchase Order.



BOROUGH OF CALDWELL

Resolution No: 10-233

Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING THE APPOINTMENT OF VIRGINIA SCANLON AS A CROSSING GUARD IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$17.00 PER HOUR

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 person as a substitute Crossing Guard effective immediately

Virginia Scanlon
554 Bloomfield Avenue, Apt. 1B
Caldwell, New Jersey 07006

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



BOROUGH OF CALDWELL

Resolution No: 10-234
Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY COOPERATIVE PRICING COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2026

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency, to renew its membership in the MCCPC for the period of October 1, 2021 through September 30, 2026.

BE IT RESOLVED, by the Borough Council of the Borough of Caldwell, County of Essex, State of New Jersey as follows:

- 1. The Borough Council of the Borough of Caldwell hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2021, pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for renewal of membership in the MCCPC for a five (5) year period from October 1, 2021, through September 30, 2026.
2. The Deputy Municipal Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Borough of Caldwell officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.
5.

CERTIFICATION

I, Brittany Heun, Deputy Clerk of the Borough of Caldwell, Certify the foregoing to be a true copy of a Resolution adopted by the Borough Council at a duly convened meeting held on October 12, 2021.

Brittany Heun, Deputy Clerk

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

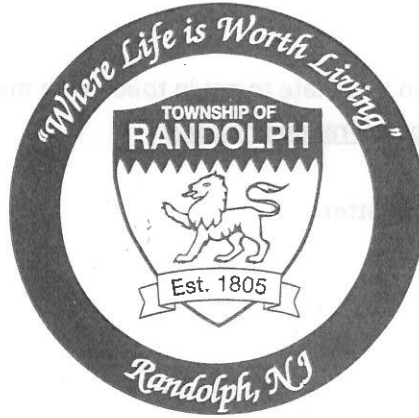
Brittany Heun, Deputy Clerk

John Kelley, Mayor

Mayor
Mark H. Forstenhausler

Deputy Mayor
Marie Potter

Council Members
Christine Carey
James B. Loveys
Lou Nisivoccia
Lance Tkacs
Joanne Veech



Township Manager
Stephen P. Mountain

Township Clerk
Donna Marie Luciani

Telephone (973) 989-7100
FAX (973) 989-7076

502 Millbrook Avenue
Randolph, NJ 07869-3799
Website: www.randolphnj.org

September 21, 2021

Purchasing Agent
Caldwell Borough
1 Provost Square
Caldwell, NJ 07006

RE: MCCPC Membership Renewal

Over the last couple of months the Morris County Cooperative Pricing Council ("MCCPC") has reached out to your organization via email in an effort to begin the membership renewal process, however to date we have not received your renewal agreements. Your current membership with the MCCPC expires on September 30, 2021.

If you intend to remain a member of the MCCPC, please complete the following:

- Print an additional copy of the enclosed MCCPC Membership Agreement and complete and sign both copies where indicated
- Have a resolution adopted by your governing body authorizing your membership in the MCCPC (a model resolution is enclosed) or, if you are a Board of Education or some other entity that does not use resolutions, a copy of the excerpt from a board meeting where the governing body authorizes your membership will suffice.
- Complete the enclosed Contact Information Sheet

Once all of the above documents are complete, please mail the two copies of the agreement, the resolution (or meeting minutes) and contact sheet to my attention at: Randolph Township, 502 Millbrook Avenue, Randolph, NJ 07869.



MORRIS COUNTY COOPERATIVE PRICING COUNCIL

A SHARED SERVICES SUCCESS STORY SINCE 1974

Morris County Cooperative Pricing Council
502 Millbrook Avenue, Randolph, NJ 07869-3799
Tel: (973) 989.7059 • Fax: (973) 989.7076

MORRIS COUNTY COOPERATIVE PRICING COUNCIL AGREEMENT

THIS AGREEMENT, made this ___ day of ___, ___ by and between

(Contracting Unit name and complete mailing address)

and:

MORRIS COUNTY COOPERATIVE PRICING COUNCIL, by the TOWNSHIP OF RANDOLPH, a Municipal Corporation of the State of New Jersey, 502 Millbrook Avenue, Randolph, NJ, 07869 Acting as Lead Agency for the Morris County Cooperative Pricing Council.

("MCCPC")

WITNESSETH:

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a cooperative pricing agreement for the purchase of work, materials and supplies; and

WHEREAS, the MCCPC was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Contracting Unit is desirous of entering into said Agreement to join or renew membership in the MCCPC.

NOW, THEREFORE, IN CONSIDERATION of the promises and of the covenants, terms and conditions herein set forth, it is mutually agreed as follows:

6. The work, materials or supplies to be bid by the MCCPC may include the following:

| Contract | Description |
|-----------------|---|
| #1 | Motor Gasoline |
| #2 | #2 Fuel Oil (Heating) |
| #3 | Rock Salt & Liquid Calcium Chloride |
| #5 | Paving Materials |
| #6 | Road Resurfacing |
| #7 | Drainage Pipe (Delivered) |
| #8 | Anti-Freeze |
| #9 | Crushed Stone and Sand |
| #10 | Lumber, Insulation, Hardware, Paint & Paint Supplies |
| #11 | Motor Oils & Miscellaneous Lubricants |
| #12 | #2 Ultra Low Sulfur Diesel Fuel |
| #13-A | Fire Equipment Services |
| #13-B | Fire Water Pumps on Motorized Fire Apparatus (Repair/Rebuilding/Preventive Maintenance Contract) |
| #14 | Catch Basins & Manhole Castings |
| #15-A | Police Pursuit Vehicles |
| #15-B | Administrative Passenger Vehicles |
| #15-C | Utility Vehicles |
| #15-D | Service/Truck Bodies |
| #15-E | Hybrid Vehicles |
| #15-F | Cab/Chassis With Dump Bodies |
| #16 | Office Supplies |
| #17 | Water Treatment Chemicals |
| #18 | Tree Removal, Trimming & Stump Grinding Services |
| #19 | Concrete Blocks & Granite Curb Blocks |
| #20-A | Sporting Goods (Spring/Summer Sports) |
| #20-B | Sporting Goods (Fall/Winter Sports) |
| #21 | Oil & Stone Treatment |
| #22 | D.P.W. Uniforms/Work Shoes/Boots |
| #23 | Police Uniforms & Equipment |
| #24 | Bagged Cement & Poured Concrete |
| #25 | Janitorial Supplies |
| #26 | Beam Guide Rail & Safety Ends (Installed) |
| #27 | Traffic Paint |
| #28 | Traffic Sign Materials |
| #29 | Pest Control Services (Buildings) |
| #30 | Office Paper Supplies |
| #31 | Calcium Chloride Bags |
| #33 | Clay and Infield Mix for Athletic Fields |
| #34 | Tree Spraying |
| #35 | Light Bulbs |
| #36 | Traffic Striping on Roadways |

10. Nothing in this Agreement shall prevent any party from bidding, awarding and entering into contracts for the purchase of goods or services individually on its own behalf.
11. The purpose of the MCCPC is to cooperatively bid contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., for the purchase of goods and services in an effort to obtain the most competitive prices for the public body members. The MCCPC and Randolph Township as Lead Agency do not accept liability for damages which relate to or arise out of the ordering of, purchasing of or payment for goods or services by members under the MCCPC contracts.
12. This Agreement shall be binding upon and inure to the benefit of the successors and Assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ATTEST:

| | |
|---------------------------------|---------------------------------|
| <p>Signature of Witness</p> | <p>Contracting Unit Name</p> |
| <p>Printed Name of Witness</p> | <p>Signature of Official</p> |
| <p>Printed Name of Official</p> | <p>Printed Name of Official</p> |

Date: _____

Date: _____

ATTEST:

MORRIS COUNTY COOPERATIVE PRICING
COUNCIL by TOWNSHIP OF RANDOLPH
as Lead Agency

Jenny Lambert
Secretary/MCCPC Coordinator

Stephen P. Mountain
Township Manager

Date: _____

Date: _____

MODEL RESOLUTION
For Renewing Membership in the Morris County Cooperative Pricing Council

**AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE MORRIS COUNTY
COOPERATIVE PRICING COUNCIL TO RENEW MEMBERSHIP THEREIN FOR THE
PERIOD OF OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2026**

WHEREAS, the Morris County Cooperative Pricing Council ("MCCPC") was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of education, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, _____ (insert name of contracting unit) desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency, to **renew** its membership in the MCCPC for the period of October 1, 2021 through September 30, 2026.

BE IT RESOLVED, by the _____ (insert name of contracting unit), County of _____, State of New Jersey as follows:

1. _____ (insert approving authority) of the _____ (insert name of contracting unit) hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2021, pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is for **renewal** of membership in the MCCPC for a five (5) year period from October 1, 2021, through September 30, 2026.

2. The _____ (insert name of contracting unit) Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.

MCCPC CONTACT INFORMATION

The MCCPC regularly sends emails to our members throughout the year, typically requesting estimated quantities as we prepare to go out to bid and updates on contracts that are currently in effect.

The current email list we have for all of our members has unfortunately become too large and unwieldy. There are so many staff changes throughout the year and it has become impossible to maintain a current listing.

Therefore, please designate a main contact person and one or two alternates who would be responsible to receive and forward emails to others within your organization as appropriate. We would recommend you appoint a representative from your Administration Department, DPW Department and Purchasing Office, however the choice is yours.

Please fill out the information below and email (jlambert@randolphnj.org), fax (973-989-7076) or mail the sheet back along with your agreements and resolution/meeting minutes.

.....

Town/BOE/MUA Name: _____

Main Contact Name:
Email Address:

Title:
Phone Number:

Alternate Name:
Email Address:

Title:
Phone Number:

Alternate Name:
Email Address:

Title:
Phone Number:

Thank you!



BOROUGH OF CALDWELL

Resolution No: 10-235
Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH DYNAMIC TRAFFIC, LLC IN AN AMOUNT NOT TO EXCEED \$75,000

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 Dynamic Traffic, LLC ("Dynamic") for the provision of professional engineering services related to the Borough's parking and roadway systems and to the Borough's vehicular and pedestrian circulation systems; and

Whereas, the Borough Administrator has solicited a proposal from Dynamic for such services and has negotiated with Dynamic 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 Dynamic 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 Dynamic; and
2. The Borough Administrator is hereby authorized and directed to enter into an agreement with Dynamic for the provision of the services described in the attached proposals; and
3. The maximum amount authorized to be paid to Dynamic pursuant to such agreement is seventy-five thousand dollars (\$75,000); and
4. 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
5. 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
6. 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) for three members: Schmidt, Rodgers, Cole and Lace, DePalma-Iozzi, Gates.

Brittany Heun, Deputy Clerk

John Kelley, Mayor

September 27, 2021
Via Email (tbanker@caldwell-nj.com)

Borough of Caldwell
1 Provost Square
Caldwell NJ 07006

Attn: Thomas Banker, Administrator

**RE: Proposal for Traffic Engineering Services
Traffic Study and Evaluation
Bloomfield Avenue Corridor
Borough of Caldwell, Essex County**

Dear Tom:

Dynamic Traffic is pleased to provide you with this proposal for traffic engineering services associated with the Traffic Study and Evaluation for the Bloomfield Avenue corridor master plan improvement. As per our prior conversations, this study will review the existing and projected operation of the Bloomfield Avenue corridor and surrounding roadways and will help form the basis for the subsequent design phase (determine turn lane storage lengths, traffic signal timings and offsets, etc.). Dynamic Traffic has extensive experience preparing such corridor traffic studies for other municipalities and Counties for similar projects. As such, we are cognizant of the challenges and concerns that frequently arise and priorities of the agencies and surrounding business owners and residents. Additionally, this traffic study will serve as a key topic of discussions with Essex County regarding their acceptance and approval of the proposed modifications. The study will be suitably detailed and illustrated with critical operational information which the County engineering staff will expect when reviewing the proposed corridor improvements.

To that end, we are pleased to provide the following scope of work:

DESCRIPTION OF SERVICES

Section 1: Traffic Engineering Services:

- **Traffic Impact Study:** Dynamic will prepare a Traffic Study and Report, which will assess the traffic conditions of the corridor. It will also evaluate the proposed corridor master plan redesign in terms of access, circulation, and safety. This work includes the following:
 - A field inspection will be conducted to obtain an inventory of existing roadway geometry, traffic control, and location and geometry of driveways and intersections as may be gathered without an instrument survey.
 - Traffic volume recordings will be conducted during the weekday morning and afternoon, and Saturday mid-day peak hours at each of the intersections within the downtown study area. These recordings will determine existing peak hour traffic demands as well as area traffic patterns. The intersections to be studied are as follows:

- Bloomfield Avenue and Arlington Avenue
 - Bloomfield Avenue and Calandra's Driveway
 - Bloomfield Avenue and Forest Avenue/Provost Square
 - Bloomfield Avenue and Roseland Avenue/Westville Avenue
 - Bloomfield Avenue and Personette Street
 - Bloomfield Avenue and Smull Avenue/Caldwell Diner Driveway
 - Bloomfield Avenue and Brookside Avenue
 - Bloomfield Avenue and Park Avenue
 - Bloomfield Avenue and Hanford Place
 - Bloomfield Avenue and Gould Place
 - Bloomfield Avenue and Cleveland Street/Washburn Place
 - Bloomfield Avenue and Academy Road/Elizabeth Street
 - Bloomfield Avenue and Central Avenue
 - Bloomfield Avenue and Espy Road
 - Bloomfield Avenue and Prospect Street
 - Prospect Street and Academy Road
 - Westville Avenue and Brookside Avenue
 - Westville Avenue and Gould Place
- Automatic traffic recorders will be placed on Bloomfield Avenue and Roseland Avenue to obtain hourly, daily, and weekend traffic patterns.
 - We believe that Fall of 2021 will represent "typical" traffic conditions; however, it should be noted that these traffic recordings will be compared to historical traffic data to "normalize" the data if necessary. This task includes the research of historical traffic data available from jurisdictional agencies or previous traffic studies and evaluation of that data compared to the Fall 2021 traffic recordings.
 - Prepare a crash analysis of the existing operation of the roadway based upon the existing crash history available. This work would include obtaining the crash data through the corridor from the Borough Police Department for the previous five (5) years, compiling the data into relevant categories such as time of day, type of crash, weather conditions, etc., and comparing the site-specific crash trends to average crash statistics published by NJDOT.
 - Redistribution of traffic associated with the corridor improvements will be identified and rerouted throughout the study area roadways and intersections.
 - Area development plans, County wide master plans and NJDOT background growth projections will be reviewed to identify future traffic growth in and around the corridor. This potential future traffic growth will be added to the corridor to represent a future traffic conditions for analysis.
 - Prepare a Traffic Operations Analysis and Traffic Simulation Model utilizing Synchro software of the entire corridor to obtain existing and projected peak hour capacities and to define existing and projected levels of service.
 - As a result of our capacity computations, recommendations will be made to further refine the corridor design and maximize the efficiency of the through traffic while improving the safety for the turning motorists and pedestrians. These may include modification of the signal phasing/timing/offsets, striping improvements or physical improvements to the roadway system. Note that this proposed assumes that up to three (3) potential alternatives will be considered and a preferred alternative selected.

- Upon completion of the study as outlined above, a written report will be prepared, suitably illustrated, for presentation to the Borough Council and Essex County. This report will act as our documentation in support of expert testimony, which may be required.
- **Address Agency Comments:** Our office will discuss the needed revisions with your office upon becoming aware of the comments, and at your request, submit an additional proposal for your authorization. Where a proposal is not explicitly requested, and if not explicitly described as included elsewhere in this proposal, all effort associated with reviewing, coordinating, and addressing agency comments will be billed in accordance with the hourly rate schedule as included herein.

Section 2: Project Meetings and Coordination Services

- **Meetings, Consultations, and Correspondence:** The intensity, methods and frequency of communications required for a project varies from client to client and project to project, but is essential to expediting the project successfully. As it is not always possible to determine the scope of work required for this phase prior to the commencement of work, this firm will provide an estimated scope of work as follows:
 - Conference calls
 - Meetings and generation of Meeting Memorandums
 - Correspondence and coordination of governmental agencies
 - Preparation for Meetings or Hearings

All meetings, consultations and correspondence as noted above will be billed in accordance with the hourly rate schedule as included herein.

Section 3: Reimbursable Expenses

Reimbursable costs and expenses incurred by Dynamic Traffic, LLC in connection with the engineering work outlined in this proposal including but not limited to postage, travel expenses, printing and mileage will be invoiced in accordance with Dynamic Traffic's *Professional Services Rate Schedule* attached. It is difficult to forecast the exact amount of reimbursable expenses that will be required for a project. Accordingly, we have provided a preliminary budget of estimated expenses as requested.

SUMMARY OF SERVICES

Section 1: Traffic Engineering Services

- **Traffic Impact Study**
 - **Traffic Counts** **\$14,800**
 - **Traffic Impact Study** **\$24,800**
- **Address Agency Comments** *Time and Materials (Est. \$8,000)*

Section 2: Project Meetings and Coordination Services

- **Meetings, Consultations, and Correspondence** *Time and Materials (Est. \$8,000)*

Section 3: Reimbursable Expenses

Time and Materials (Est. \$4,000)

Note that for the purposes of providing a tangible estimate for the tasks to be billed on a time and materials basis, we have provided budgetary estimates considering the projected number of hours and quantity of reimbursable expenses that are anticipated. Additional efforts will be billed in accordance with the hourly rate schedule as included herein.

Our scope of services and fees are based, at this time, upon our preliminary review of current local regulations as well as County and State jurisdictional requirements. These services are subject to change if the regulations and/or ordinances upon which our scope is currently based are amended or revised during the course of the project. This proposal may be subject to modification should design constraints be recognized during refinement of the development plan. This may include the scope of improvements both on and off-site.

This proposal is limited to the scope of services specifically defined herein. Any additional services or out-of-scope work items that are requested or are determined to be necessary will be confirmed in writing and invoiced generally in accordance with Dynamic Traffic's *Professional Services Rate Schedule* in effect at that time.

PROPOSAL AUTHORIZATION

This proposal is limited to the scope of services specifically defined above and does not include any other services or reimbursable expenses not specifically identified herein. Through the course of conduct of our services there may be instances that additional work beyond the above scope is requested or required (e.g., responding to review comments, attendance at meetings, conference calls, etc.) These additional services will be performed and invoiced per the rate schedule in effect at that time. The request or direction of the client, project's attorney, project's engineer/architect, or project manager/coordinator shall be deemed as authorization to commence additional work. Supplemental proposals will not be issued prior to the conduct of these additional services unless The Client or their appointed project coordinator specifically requests them.

In order to initiate services please endorse this proposal below and return the following:

- **One (1) copy of the executed document to Dynamic Traffic**

Invoices for services will be generated on a monthly basis and are payable upon receipt. Attached to this proposal are our 'Terms and Conditions', which are incorporated by reference. This proposal shall be valid for ninety (90) days following completion and issuance by Dynamic Traffic, LLC to the client. If not accepted by the client within this time period, it may be subject to modification due to changes in governing agency requirements, fee schedule modifications, etc. This applies to any section of service within this proposal that has not been previously initiated.

We look forward to working with you toward attaining your development objectives on this and future projects. Please do not hesitate to contact me if you have any questions or comments on the above.

Sincerely,
Dynamic Traffic, LLC



John McCormack, PE, PTOE
Principal



Patrick Downey, PE
Project Manager

AUTHORIZED:

Signature

Date

Print Name

2021 Rate Schedule

| | |
|---|---|
| Licensed Professional Engineer – Senior Principal | \$225.00/Hour |
| Licensed Professional Engineer – Principal | \$200.00/Hour |
| Licensed Professional Engineer – Project Manager | \$165.00/Hour |
| Project Manager | \$150.00/Hour |
| Licensed Professional Engineer | \$150.00/Hour |
| Project Engineer | \$140.00/Hour |
| CAD Director | \$150.00/Hour |
| CAD Manager | \$125.00/Hour |
| Senior Design Engineer | \$125.00/Hour |
| Technical Professional | \$125.00/Hour |
| Design Engineer | \$105.00/Hour |
| Project Coordinator | \$105.00/Hour |
| Senior CAD Designer | \$100.00/Hour |
| Assistant Project Coordinator | \$ 95.00/Hour |
| CAD Designer | \$ 90.00/Hour |
| Senior Administrative Assistant | \$ 80.00/Hour |
| Administrative Assistant | \$ 75.00/Hour |
| Traffic Enumerator | \$ 40.00/Hour |
| Outside (pass-thru) Services | cost + 10% |
| Postage, Federal Express, UPS, DHL | cost + 10% |
| Travel (meals, tolls, etc.) | cost + 10% |
| Paper Black/White Copy/Prints – A Size (8.5”x11”) | \$0.15/Sheet |
| Paper Black/White Copy/Prints – B Size (11”x17”) | \$0.30/Sheet |
| Paper Color Copy/Prints – A Size | \$3.00/Sheet |
| Paper Color Copy/Prints – B Size | \$5.50/Sheet |
| Paper Plots and Printing – B Sheet | \$2.00/Sheet |
| Paper Plots and Printing – C Sheet (18”x24”) | \$2.75/Sheet |
| Paper Plots and Printing - D Sheet (24”x36”) | \$3.50/Sheet |
| Paper Plots and Printing - E Sheet (30”x42”) | \$4.00/Sheet |
| Signed/Sealed Plots – C Sheet | \$4.00/Sheet |
| Signed/Sealed Plots – D Sheet | \$4.50/Sheet |
| Signed/Sealed Plots – E Sheet | \$5.00/Sheet |
| Mylar Plots | \$5.75/Sq. Ft. |
| Color Plots – D Sheet | \$30.00/Sheet |
| Color Plots – E Sheet | \$40.00/Sheet |
| Exhibit Mounting – D Size | \$75.00/Board |
| Exhibit Mounting – E Size | \$100.00/Board |
| Reports (Size ¼” – ¾”) | \$10.00 - \$20.00 |
| Reports (Size 1” – 2”) | \$25.00 - \$50.00 |
| Notary Public Services | \$10.00 |
| High Resolution Aerial Imagery | \$95.00/Image |
| Digital Signatures (Initial) | \$200.00/Each |
| Digital Signatures (Each Additional) | \$50.00/Each |
| CD/DVD Preparation | \$30.00/Each |
| USB - Memory Stick/Thumb Drive | \$40.00/Each |
| Electronic Document Preparation | \$25 up to the first 5 sheets Plus \$5/Sheet over 5 sheets |
| Tax Maps | \$35.00/Sheet |
| FTP Site Usage | \$25.00/Unit |
| Mileage | As published by the IRS |

Professional services for the purposes of litigation matters, court appearances, depositions and attendance at other legal proceedings shall be billed at 1.5 times the above rates.

STANDARD TERMS AND CONDITIONS

1. Professional Responsibility:

The Engineer represents that services described in the scope of services contained in the *Letter Proposal* (submitted with and incorporated as part of these *Standard Terms and Conditions*) shall be performed in a manner consistent with that level of care and skill ordinarily exercised by comparable Professional Engineers under similar circumstances at the time the services are performed. No other representation to the Owner, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Engineer does not guarantee approval of any plans submitted for review, nor will the Engineer be responsible for the timeliness of the work or acquisition of applicable approvals. The Owner agrees that it has retained the Engineer for professional services in connection with the preparation of documents or plans for project design purposes or for submission to various jurisdictional entities for review, and it accepts the risk associated with the Project. The Engineer shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and other such requirements in effect as of the date of the execution of this Agreement.

2. Owner and Engineer Responsibility:

The Owner agrees to provide right of entry for personnel and equipment necessary to complete the work. While the Engineer will take reasonable precautions to minimize any damage to the property, it is understood by the Owner that, in the normal course of work, some damage may occur. The Engineer shall be responsible for the correction of any such material damage to the extent it is caused by the Engineer's negligence, omissions or willful conduct, or those of anyone for whom the Engineer is legally responsible.

The Owner agrees to assist the Engineer by placing at the Engineer's disposal any and all information available pertaining to the Project, such that services may be performed in the most efficient fashion, including existing plans, recorded deeds, correspondence, reports, specifications and any other related items. If preparation of a boundary survey is included in the Engineer's scope of services, the Owner will provide to the Engineer a title search of the property which identifies the description and any limitations or objections to the title of property under the letter proposal.

3. Payment Terms:

The executed letter proposal, (attached to and incorporated as part of these *Standard Terms and Conditions*) shall act as an additional agreement between the Engineer and the Owner for the provision of professional services. The Engineer agrees to perform services and the Owner agrees to pay the Engineer for services, in accordance with the terms of the letter proposal, without regard to the success or time of completion of the Project. Invoices for professional services and expenses incurred shall be generated on a monthly basis, and are due and payable within Thirty (30) days of receipt. If an invoice becomes delinquent, the Engineer reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice. In the event that the Engineer prevails in a legal action against the Owner for unpaid invoice amounts, the Engineer shall be entitled to recover attorney fees and court costs from Owner. Further, the Owner agrees that all undisputed and unpaid invoice amounts outstanding for more than thirty (30) days shall accrue interest at a rate of 1.5% per month from the date of the invoice up to and including the time of payment.

In the event a retainer is required by the Engineer, the retainer will be applied to the final invoice generated by the Engineer. Any excess amount will be refunded to the Owner, and in no event later than thirty (30) days after the Owner's payment of the final invoice. The billing rates effective during the time services are provided under this agreement and the letter proposal shall only be modified upon written agreement of the Owner and Engineer.

4. Termination:

The Agreement for the Project may be terminated by either party at any time for convenience upon Fourteen (14) days written notice for any or no reason, or immediately upon written notice by either party if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings. In the event of such termination by the Owner, the Engineer shall be compensated for all services performed prior to termination, to include all reimbursable expenses and costs. Upon termination by either party, the Owner's right to use those instruments of professional service prepared by the Engineer shall be limited to those instruments of professional service paid for by the Owner. Any other non-exclusive licenses previously provided by Engineer shall be deemed terminated.

5. Ownership of Documents / Confidentiality:

All reports, field data, notes, calculations, estimates, drawings, documents and other items prepared by the Engineer are instruments of service and shall remain the property of the Engineer until paid for in full by Owner, at which time Owner shall own and be assigned all rights to the same. The Owner agrees that all reports and other work furnished to the Owner or its agents, which are not paid for, will be returned upon demand and will not be used by the Owner or its agents for any purpose whatsoever. In the event that the Owner uses the property of the Engineer or Instruments of Service in a manner not specifically authorized or contemplated by the Engineer or this Agreement, the Owner does so at its own risk and agrees to defend, indemnify and hold the Engineer harmless from all damages or claims arising from such use.

Owner acknowledges that Engineer possesses knowledge and expertise relating to the scope of services, plans and work to be provided ("Engineer Know-How"), which may include intellectual property rights in certain pre-existing methods, formulas and materials used by Engineer in performing the Services. Nothing in this Agreement is intended to transfer to Owner any rights in the Engineer Know-How, which shall remain the property of the Engineer. To the extent that any Engineer Know-How is included in any plans and work provided, Engineer hereby grants to Owner a perpetual non-exclusive right and license to use and reproduce the Engineer Know-How to the extent reasonably necessary to exercise Owner's rights in and to the Services and work-product provided by Engineer.

Non-Disclosure / Confidential & Proprietary Information: During the course of the contractual relationship entered into between Owner and Engineer, [collectively the "Parties"], the Parties have been and will be made aware of confidential business, financial, proprietary, analytical and testing information, technical information, plans, instruments of service, know-how, formulations, application technology and information relative to equipment, ideas, and other trade secrets ["Material"] pursuant to the subject matter of the relationship, scope of services, and agreement entered into between the Parties. Both Parties acknowledge that all information not in the public domain regarding the Material is confidential. The Parties agree that all such information shall be kept strictly confidential and shall be used solely and exclusively in a manner consistent with the relationship, agreement, and professional services provided pursuant to this Agreement. Notwithstanding the foregoing, disclosure may be made by Engineer or Owner to other Engineer or Owner retained Service Providers, directors, officers, members, outside advisors, sub-contractors and employees who have a need to know the contents thereof in connection with the performance of services and scope and terms of this Agreement, provided that the Material is retained in strict confidence, and that each disclosure is made in the course and scope of each of the Parties' performance of the services, terms and conditions of this Agreement. The Parties also acknowledge that any information not in the public domain that is developed for or provided by the Owner or Engineer, is the sole and exclusive property of the Engineer or Owner, respectively, and shall not be subject to unauthorized disclosure. The disclosure limitations included in this paragraph shall not apply to any information which (i) was known to or had been independently developed by either of the Parties prior to the date of the receipt of such information from the other party, or (ii) is or becomes publicly available, other than by disclosure as a result of Engineer or Owner's violation of this Agreement, provided that the party disclosing any such information shall have the burden of proving that the information falls within one of the foregoing exceptions. Both Parties acknowledge and agree that the unauthorized disclosure or use of the Materials by

either of them would cause irreparable harm and injury to the other party, which may be difficult to measure with certainty or to compensate through damages. Accordingly, either of the Parties damaged by the unauthorized disclosure of Material by the other party may seek injunctive or other equitable relief.

6. Revocation of Certification or Statements:

The Engineer shall have the right to revoke any certification, statements or professionally sealed documents or plans, in the event that the Engineer is made aware of any unauthorized or prohibited use by the Owner. The Owner assumes the risk of any damages arising from such unauthorized or prohibited use of the Engineer's property or Instruments of Service.

7. Assignment:

The Agreement shall be binding upon the parties, their successors and assigns. The Owner shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Engineer, with the exception that Owner shall always be permitted to assign this Agreement to a related party or affiliate of Owner, or to a lender or financier of Owner or to the Project. The Engineer may, without the consent of the Owner, assign or transfer this Agreement to any subsidiary or affiliate of the Engineer, or subcontract any portion of the services hereunder, in whole or in part.

8. Exercise of Remedies:

It is agreed by the parties that the exercise by the Engineer of any one or more of the remedies set forth in these *Standard Terms and Conditions* shall create the right of the Engineer to the exercise the same remedy or remedies under any other Agreement with the Owner.

9. Severability:

The provisions of this Agreement shall be severable and, if any provision hereof shall be determined by any court of competent jurisdiction to be invalid, such determination shall not effect or invalidate the remainder hereof.

10. Entire Agreement:

Each party hereto acknowledges its full understanding of this Agreement and the letter proposal, and that there are no verbal promises, understandings or other agreements in connection herewith. All previous negotiations and agreements between the parties are merged into this Agreement and the letter proposal, which, in conjunction, fully and completely express the entire agreement between the parties.

11. Governing Law:

This Agreement and the letter proposal shall be governed by the laws of the State in which the Project is located.

12. Insurance:

Dynamic Engineering Consultants, P.C., and its affiliates Dynamic Traffic, LLC and Dynamic Survey, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

| | |
|--------------------------------|--|
| General Liability: | \$1,000,000 per Occurrence / \$2,000,000 Aggregate |
| Professional Liability: | \$5,000,000 per Occurrence / \$5,000,000 Aggregate |
| Products Completed Operations: | \$2,000,000 Aggregate |
| Worker's Compensation: | \$1,000,000 Employers Liability |
| Automobile Liability: | \$1,000,000 |
| Excess Umbrella: | \$10,000,000 |

Dynamic Earth, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

| | |
|--------------------------------|--|
| General Liability: | \$2,000,000 per Occurrence / \$4,000,000 Aggregate |
| Professional Liability: | \$3,000,000 per Occurrence / \$3,000,000 Aggregate |
| Products Completed Operations: | \$4,000,000 Aggregate |
| Worker's Compensation: | \$1,000,000 Employers Liability |
| Automobile Liability: | \$1,000,000 |
| Excess Umbrella: | \$5,000,000 |

DC Engineering Inspections, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

| | |
|--------------------------------|--|
| General Liability: | \$1,000,000 per Occurrence / \$2,000,000 Aggregate |
| Professional Liability: | \$1,000,000 per Occurrence / \$1,000,000 Aggregate |
| Products Completed Operations: | \$2,000,000 Aggregate |
| Worker's Compensation: | \$1,000,000 Employers Liability |
| Automobile Liability: | \$1,000,000 |
| Excess Umbrella: | \$4,000,000 |

13. Indemnification of Owner:

To the fullest extent permitted by law, the Engineer agrees to indemnify and hold the Owner harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including, but not limited to, reasonable legal expenses), arising out of or resulting from the negligence of the Engineer, or as a result of the willful misconduct of the Engineer or its Employees or assigns with respect to the performance of its services under this Agreement; provided, however, that the foregoing does not in any manner relieve Owner of its own obligations under statutory workers' compensation law and other laws regarding employer obligations as to Owner's own employees, and provided Engineer shall not indemnify Owner for such claims caused by the sole negligence or willful misconduct of the Owner, or for damages which are determined by a court of competent jurisdiction to have been caused by the contributory or comparative negligence of the Owner.

14. Indemnification of Engineer:

To the fullest extent permitted by law, the Owner agrees to indemnify and hold the Engineer harmless from any and all loss, damages, claims, penalties, causes of action, liabilities and expenses (including, but not limited to, reasonable legal expenses), arising out of or resulting from the negligence of the Owner, or as a result of the willful misconduct of the Owner or its Employees or anyone for whom the Owner is responsible; provided, however, that the foregoing does not in any manner relieve Engineer of its own obligations under statutory workers' compensation law and other laws regarding employer obligations as to Engineer's own employees, and provided Owner shall not indemnify Engineer for such claims caused by the sole negligence or willful misconduct of the Engineer, or for damages which are determined by a court of competent jurisdiction to have been caused by the contributory or comparative negligence of the Engineer arising out of any injury or damages incurred by the Engineer, or as a result of the injury to or death of any persons, including the Engineer's employees, caused by or resulting from the Owner's own negligence, omissions or willful conduct, or those of anyone for whom the Owner is legally responsible, and except for liability resulting solely from the acts, omissions or negligence of the Engineer, its officers, agents, employees, consultants or subcontractors.

15. Means and Methods of Construction:

The Engineer is not a guarantor or insurer of the Owner's or its contractor's work. The Engineer shall not be responsible for the means, methods, sequences, or procedures of construction selected by the Owner or its contractor, the safety precautions and programs incident to the work of the Owner or its contractor, or compliance with OSHA or other applicable regulations. The Engineer shall not be responsible for the review or observation of the adequacy of the Owner or contractor's safety measures, safety conditions on the site Project or the Owner or its contractor's means or methods of construction.

16. Non-Exclusivity:

Subject to any conflict of interest, nothing in this Agreement shall prohibit or restrict the Engineer and Owner from contracting with or being engaged in any such capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

17. Objections to Invoices:

Any objection which the Owner may have to any invoice issued by the Engineer shall be made in writing and delivered to the Engineer within Fourteen (14) days of receipt by the Owner. Nothing herein shall be deemed to alter the statute of limitations applicable to any claim that may arise under this Agreement or the letter proposal.

18. No Third-Party Beneficiaries:

Nothing contained in this Agreement, or the letter proposal shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Engineer.

19. No Consequential Damages:

Except to the extent covered by insurance, neither the Owner or the Engineer shall be liable to the other for any consequential damages incurred due to the fault of the other, regardless of the nature of the fault or whether it was committed by the Engineer or the Owner, or their respective employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.



BOROUGH OF CALDWELL

Resolution No: 10-236

Date of Adoption: October 12, 2021

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH MOTT MCDONALD FOR PROFESSIONAL SERVICES REGARDING STORMWATER MANAGEMENT

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 Mott McDonald ("Mott") for the provision of professional services related the management of stormwater within the Caldwell catchment area; and

Whereas, those services include, without limitation, the collection of data regarding stormwater management, the creation of a Geographic Information System database regarding the location of all Caldwell stormwater assets, creation of a stormwater system map, measurement of stormwater flow, development of a hydrological and hydraulic model of the Caldwell stormwater system, conduct of simulation of stormwater flows for rainfall events in the range from the 1 year storm to the 100 year storm, as well as the recent Tropical Storm Ida event, development of concept plans for actions to address the various levels of stormwater activity determined from the modeling, video assessment of the conditions within the various pipes, culverts, catch basins, manholes, outfalls and other assets that make up the stormwater system, research and assistance related to the obtaining of financial support for the study and any improvements suggested by the study, presentation of the various findings and recommendations arising from the study to the governing body and to the general public, and the presentation of the various deliverables outlined in the proposal; (the "Services"); and

Whereas, the Borough Administrator has solicited a proposal from Mott for such Services and has negotiated with Mott 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 Mott as set forth in the attached Exhibit A, which is attached to and made part of this resolution, is hereby accepted by the Borough as the basis of a contract for the provision of those services by Mott; and
2. The Borough Administrator is hereby authorized and directed to enter into a contract with Mott for the provision of the Services described in this resolution; and
3. The maximum amount authorized to be paid to Mott pursuant to such contract is five hundred and fifteen thousand dollars (\$515,000); and
4. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow Mott to perform the Services and receive the compensation set forth in the attached proposal; and
5. 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
6. 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

| | | | | | | | | | | |
|---------|--|--|--|--|--|---------------|--|--|--|--|
| 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.



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

Our Reference
507105546

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

T +1 (800) 832 3272
mottmac.com

Borough of Caldwell
Stormwater Assessment and Planning Study
Proposal for Professional Services Revision #01

September 23, 2021

Mr. Banker:

Mott MacDonald is pleased to present the Borough of Caldwell (the Borough) with this proposal for stormwater planning services and we look forward to working closely with the Borough. A comprehensive understanding of the Borough's stormwater system and a well-reasoned plan for future improvements will provide improved service and societal benefits for the residents of Caldwell. The recent impacts from Tropical Storms Henri and Ida affirm the Borough's decision to request these services and highlight their value. Mott MacDonald is eager to place our expertise and long history of related projects at the Borough's disposal to address this important issue.

Project Background

The Borough owns and operates a Municipal Separate Storm Sewer System (referred to as a MS4) to maintain the safety and quality of life of its residents. This system consists of approximately 11 miles of storm piping ranging in size from 12 inch to 72 inch in diameter. The system is divided into several sub-systems which discharge to the natural streams in the Borough. Stormwater from surrounding municipalities enters the Borough via two unnamed tributaries to the Passaic River, one from North Caldwell and one from West Caldwell. These tributaries merge in Caldwell, then flow through Essex Fells and West Caldwell before discharging to the Passaic River. There are several locations where the stormwater systems from adjacent municipalities appear to discharge to the Caldwell system, this will be confirmed as part of this investigation. Likewise, portions of the Caldwell system drain to adjacent municipalities primarily on County Roads 633, 621 and 506. These influent and discharge points will be confirmed as part of this investigation and it may be necessary to collect some information on adjacent systems to properly characterize the performance of the Borough's system.

It is estimated that there are approximately 825 catch basins, manholes, and headwalls within the Borough, along with the associated pipes, and each is considered an individual asset. Municipal stormwater systems in suburban New Jersey were typically designed and installed 70-100 years ago. Over the years changes in development and weather patterns have impacted the effectiveness of these aging systems. This may include impacts from outside the Borough. The result

of these changes is more frequent occurrences of nuisance flooding which may inhibit travel, impact commerce and residential neighborhoods or result in greater flood damages from both small and large storm events.

Project Understanding

To meet the needs of its current and future residents and businesses, the Borough desires to evaluate and assess its current stormwater collections system. The goal is to understand the potential impacts of future development and identify system limitations that could impact the residents. Once identified, the Borough would like to develop a list of capital projects to address system limitations. It is understood that the management of stormwater is highly regulated and the historical approach of merely conveying flow to the local waterbodies as efficiently as possible (i.e., just installing larger pipes) is no longer acceptable. Current regulations require the use of infiltration and detention to address stormwater and to mitigate flooding.

Essentially, the Borough desires a Stormwater Assessment and Planning Study that identifies the stormwater assets, provides a topside inspection of visual assets, assesses their current performance and develops a plan of improvements based upon needs, impacts and beneficial results. The development of a Stormwater Planning Study requires accurate data and mapping of existing pipes, manhole, outfalls and catch basins. This data will be compiled into a geographic information system (GIS) which will be an update to the Borough's current stormwater GIS database.

The GIS will then be imported into an industry standard hydraulic model which will be set up by experienced Mott MacDonald staff, incorporating literature values as applicable. The model will later be calibrated using flow monitoring data for comparison of model output to actual field conditions. This model will serve as the foundation for the evaluation of the performance of the stormwater system. It will be modified to develop scenarios that incorporate the runoff potential of future developments. Simulations will include various size storms to analyze current and future performance across a range of rainfall and runoff conditions.

Finally, we will develop a Capital Improvement Plan to prioritize needed system upgrades on the basis of the greatest impact for the funds invested. Funding of capital improvements can come from various sources and may provide an opportunity for the Borough to implement a stormwater utility to provide a consistent funding source. Mott MacDonald will present to the Borough funding and grant opportunities. Most opportunities provide funding for a require a specific project to be identified. However, some funding maybe available for unspecified projects. If available, we will assist the Borough in applying for these opportunities so secure funding prior to the design phase.

We understand that the Borough has a Master Plan that calls for redeveloping portions of the Borough and we will coordinate with the Borough to consider the impact of these plans on the existing stormwater system and present ways that stormwater management can be integrated with the Borough's Master Plan. Early on, we will identify locations where storage is likely to be effective and bring those sites to the attention of the Borough so it can integrate them into their planning efforts.

Stormwater planning greatly affects the community, unfortunately successful performance of the stormwater system is often overlooked, as "out of sight, out of mind". However, failures of the system are highly visible and can be highly damaging. Therefore, it is important to involve the public as a key stakeholder, as well the Mayor and Council. Accordingly, we plan to conduct various outreach meetings and listening sessions, as agreed to by the Borough.

Recognizing that stormwater is a regional issue with stormwater flowing from one community to another, Mott MacDonald will assist the Borough in reaching out to adjacent communities to bring potential inter-municipality impacts to their attention. If applicable, we will present collaborative solutions to address these impacts.

Presented below in the Project Technical Scope is our proposed approach and services to be provided in the development of a Stormwater Planning Study.

Project Technical Scope

Task 1 Data Collection

In support of the stormwater planning study, the Borough of Caldwell requires the necessary field survey, data collection, and Geographic Information System (GIS) database development efforts to update the inventory of Borough-owned MS4 assets. This information is obtained through a combination of record plan review and field work. The goal is to build a GIS database and storm sewer system map that will serve as the foundation for the hydrologic and hydraulic (H&H) model. The quality of the data is key; the more accurate the representation of physical assets in the model, the more accurate the evaluation.

Data collection also extends to review of records of flooding maintained by the Borough, usually by the DPW as well as police and fire departments. It may also include reports and photos sent to the Mayor and Council by impacted citizens. Information in this form from the Borough will aid in compiling a historical record of flooding which will help to compare reality with the results from the computer modeling.

The deliverable will be a GIS database that provides comprehensive engineering level asset information. Survey data collection will be performed using horizontal control in the New Jersey State Plane NAD83 horizontal coordinate system and NAVD88 vertical datum (US Survey Feet). The field effort will include the capture of relevant asset attributes and photographs.

Data Sources

The Borough has the following data sources available to aid in the development of the comprehensive MS4 database:

- Storm Sewer GIS shapefiles
- County road as-built plans
- Borough road as-built plans

As-built Plan Conversion

Under this task Mott MacDonald will customize Environmental Systems Research Institute's (ESRI) Local Government Information Model (LGIM) stormwater network feature dataset to include industry standard feature classes, attributes, domain and range values pertinent to the Borough's assets. Mott MacDonald will work with the Borough to define the database scheme.

The geodatabase will be developed using ESRI's geometric network functionality which allows feature connectivity rules to be established. This will ensure that features are connected to each other following the specified connectivity rules. Connectivity rules will improve data maintenance and will also be necessary for future applications such as network tracing and the development of the hydraulic model. The database will also track the data source for each asset.

Mott MacDonald will convert identify and convert stormwater assets from the road as-built plans into the MS4 GIS database using the following workflow:

1. Develop a tabular and GIS spatial index for the as-built plans. For each file, the index will track the project type, status of the plan (design/as-built), and the update status within the GIS database.
2. The plan sheets will be geo-referenced to the most current orthophotography/landbase using common features shown between the two sources. A minimum of 4 registration points will be used to spread any residual error across the entire image.
3. Asset locations will be captured as depicted on the geo-referenced plan sheets. Asset information shown on the plan and profile drawings will be captured into the appropriate GIS attribute field. Based upon our domain experience the following information (diameter, material, slope, invert information, rim elevation, length, etc.) will be captured.
 - a. A hyperlink will be established between each feature and the corresponding plan and profile image. This will allow for the on-screen retrieval of the image from directly within the GIS environment.

The exact number of plan sheets that need to be processed is not known at this time, however, Mott MacDonald has provided a budget for the conversion of 25 plan sheets.

Field Survey (Public Roads)

Under this task, Mott MacDonald will conduct a field survey of the estimated 825 MS4 assets located within the 22 miles of public road right of way using the following workflow:

1. Prepare field mapping using the Borough's GIS layers to guide our survey crews.
2. Perform a topside inspection for the storm inlets and manholes to capture the following information:
 - a. Measurement from the manhole rim/inlet grate to the pipe invert.
 - b. Pipe diameter, material and flow direction of each pipe.
 - c. Grate type, drains to waterway signage, curb piece retrofit, etc.
 - d. Notable observations (presence of surcharge, blockages, etc.)
 - i. Any major defects or safety hazards will be immediately reported to the Borough.
3. Capture digital photograph of each manhole, inlet and outfall.
4. Conduct an RTK GPS survey of the MS4 assets. The goal of the GPS survey is to capture assets within +/- 0.15' of their true horizontal and vertical position (survey grade).

Manholes and inlets that cannot be inspected and/or surveyed (paved over, buried, rusted lids, inaccessible, obstructed by a vehicle, etc.) will be reported to the Borough. At a regular interval Mott MacDonald will coordinate with the Borough to return to the assets to complete the inspection. We will make up to two attempts to inspect/survey the asset after which it will be marked as not accessible within the GIS database.

Mott MacDonald cannot field survey stormwater for assets which are located in private parking lots or along private roads including Caldwell College because they are privately owned. For municipal owned assets which are located in easements Mott MacDonald will require the assistance of a municipal employee to accompany our field crews to help locate assets and coordinate access.

The success of the survey effort greatly depends on the planning prior to the crews entering the field. Mott MacDonald utilizes standard operating procedures while conducting surveys. These procedures are designed to maximize the safety of the public and our employees, ensure that a productive work pace is maintained, and to meet or exceed the required level of accuracy for an individual project. The overall approach to the surveying effort is outlined below:

1. Prior to the start of any survey, project specialists compile existing data inventories such as existing mapping, databases, etc. While in the field, survey technicians will check the inventories against the assets found to help verify complete data capture.
2. Before deploying field personnel, we will assess and categorize the survey using available aerial imagery and on-line mapping tools (ex. Google street view) that show ground conditions. In addition, local knowledge will be sought from client staff. These measures will allow us to identify areas that require access permission, traffic control, and/or additional safety measures.
3. Prior to field deployment, we will inspect all equipment to verify that no parts are missing or damaged. Before the start of a project, the maintenance schedule for each piece of equipment is also reviewed to confirm that routine maintenance and calibration of all survey equipment is up to date. In addition to the initial pre-project inspection, equipment is continually checked for the duration of the project (during daily setup and breakdown) to ensure no damage is sustained during regular use.
4. It is assumed that minimal traffic control will be required for the survey work along local roads. If any traffic control areas are identified, we will report these areas to the Borough and coordinate with the Borough's police department. We anticipate that any traffic control fees assessed by the Police Dept. will be paid directly by the Borough, thus are not included in our fee.
5. Survey technicians are deployed in teams of two. Team members work in close proximity to help provide safety from traffic hazards as well as environmental hazards including wildlife, loose pets or stray animals, and local threats in high crime areas. Survey technicians wear appropriate safety vests at all times, carry proper identification, and do not keep valuables on their person other than cellular phones used for communication.
6. When an asset depicted on a field map is not able to be located the survey technician will log a point at the "approximate" location shown on the map. The asset ID will be recorded and flagged as "Cannot Locate".
7. Daily recordkeeping tracks information such as the names of survey technicians, the instrument operated by the technician, the range of point IDs logged by the technician, and any obstructions encountered. Survey technicians add these obstructions (such as access restraints, areas requiring traffic control, or assets that were not logged) to a punch list of items to be resolved in the future.
8. Data collectors are downloaded on a nightly basis. The following morning a Licensed Land Surveyor will post process the survey points and run QA/QC procedures, which include reviewing geometric dilution of precision (GDOP) and accuracy reports to verify that the required accuracy has been achieved.

GIS Database Development (Public Roads)

Mott MacDonald will develop the Borough's MS4 GIS database using the following workflow:

1. Working within the LGIM Data Model, existing GIS features (inlets, manholes, outfalls) will be adjusted, added, or deleted based upon their survey and inspection information. Storm main features will be captured per the field inspection and will be populated with flow direction, pipe diameter and material.

2. Pipe invert information will be calculated using the surveyed rim/grate elevation or existing GIS feature elevation and subtracting the “down” measurement to the individual pipe invert. Pipe slopes will be calculated using the upstream/downstream invert and the GIS shape length.
3. Our standardized QA/QC procedures will be applied to ensure features are valid, domain attributes are followed, and feature connectivity has been maintained.

Survey Equipment

Mott MacDonald has in-house **professional** land surveying field crews in both our Morristown, NJ and Iselin, NJ offices that will be utilized for this project. Our crews operate the latest electronic surveying equipment including the Leica Viva® GS15 and the new Leica Captivate® GS18 sub-centimeter RTK GNSS-GPS systems. Leica GNSS-GPS units are capable of receiving signals from GPS, GLONASS, BeiDou, and Galileo satellite constellations and the ability to track the variety GPS constellations allows for near 100% utilization and minimizes downtime associated with poor GPS satellite configuration when only using one constellation.

We also utilize the following equipment to aid and expedite field measurement and inspection activities.

Allegro Magnetic Manhole Lid Lifter

The lid lifter allows quick, safe removal and replacement of manhole covers. It consists of a magnet with a 900-pound lift capacity mounted on a wheeled dolly. The magnet is placed on the manhole lid and activated. Leverage is applied to the dolly to lift the manhole cover off of the frame. The dolly and cover can then be wheeled safely to the side. This eliminates much of the physical stress and hazards associated with prying open a manhole lid and moving the lid to a safe location.

Pipe Mic II

The Pipe Mic II attaches to a survey rod and allows a pipe invert to be measured from a horizontal offset (2-foot or 3-foot). Combined with a level bubble at the top of the survey rod it allows for measurements to be taken vertically plumb to increase the accuracy of field observations.

The horizontal offset gives access to hard-to-reach pipes and the wheel at the foot of the tool cuts through sediment to allow measurements to be taken from the bottom of the pipe. The arm is adjustable to allow a 1-foot vertical offset, so the tool can be used around obstructions present in a structure.

Safety

Mott MacDonald is committed to performing the project fieldwork in the safest manner possible and in accordance with all pertinent local, state, and federal safety requirements.

Task 2 System Flow Monitoring (Calibration Data)

Using the information provided by the Borough and supplemented with field collected data, Mott MacDonald will review the storm sewer collection system model for appropriate flow monitoring locations. It is anticipated that four (4) flow meters will be installed in the system for a period of four (4) months. A rainfall gage will also be installed for the duration of the monitoring period. Rain gages require an open area free from nearby obstructions such as buildings or trees. Typically, they are mounted on flat roofs of building that are taller than adjacent buildings and trees. Assistance will be required from the Borough to find and access a suitable location.

The purpose of flow monitoring is to provide calibration data for the computer hydraulic model. Typically, flow monitoring is conducted in Spring and early Summer which tends to be a wetter period, offering the chance to potentially collect data from thunderstorms. Thunderstorms are a frequent cause of localized flooding, as the rapid rainfall often overwhelms the storm sewers. It is assumed the Borough will provide traffic control and access support to the flow monitoring effort. It may be necessary to clean a portion of the storm sewer to install the meter, it is assumed the Borough will perform the cleaning using DPW staff or their own contractor.

At the end of the four (4) month period, the data and budget will be evaluated, and in conjunction with the Borough, a decision will be made to either conclude or continue the monitoring program.

It is anticipated that the modeling portion of the project (Task 3) will proceed prior to flow monitoring and will make use of flooding reports and anecdotal reports from the Borough and its residents. This allows the overall schedule to be compressed.

Given the uncertainty in the timing and the need for additional information to determine the optimal flow monitoring locations, this metering work is being included as a \$75,000 allowance item to be conducted by Mott MacDonald infrastructure team or by a specialist flow monitoring sub-contractor, depending on the project need.

Task 3 Stormwater Collection System Modeling

Mott MacDonald uses a suite of modeling tools that integrate both the runoff response to rainfall (hydrology) and how the runoff flows in pipes and channels (hydraulics). It is anticipated that either InnoVize's InfoWorksICM package or Computational Hydraulics International's PCSWMM will be used for this application. Both are industry standards capable of running the unsteady state simulations and incorporating the complex hydraulic conditions expected in a stormwater collection system. They both also include two-dimensional flow capabilities that may be applicable for larger storms that overwhelm the storm sewer pipes. Two-dimensional flow analysis, if performed, will use a combination of field data and NJDEP's statewide LIDAR data.

Mott MacDonald will develop and calibrate an integrated hydrologic and hydraulic model of the Borough's storm sewer collection system. The primary network data for the model will be derived from the GIS database of the collection system, updated with data produced from Task 1. This task includes importing the network data for the approximately 825 storm sewer assets including manholes, outfalls, and catch basins. The model provides a geospatial representation of the collection system and can import and export GIS data allowing for graphic depictions of the results. These depictions are useful for public presentations and for providing a quick overview and understanding what is happening systemwide.

Following the data import, the next step is a comprehensive quality check of the data that includes reviewing the pipe profiles for inconsistencies in the pipe inverts and sizes. Where practical, engineering judgement will be used to interpolate or infer missing data from surrounding pipe sizes and inverts. All interpolated data will be flagged so that, if desired, it can be verified in the future. The complete model will include: manhole and pipe segment layouts with identification numbers assigned in accordance with the GIS naming convention; manhole invert elevation for all pipes and rim elevations (flagged as surveyed or inferred), and pipe size and material (flagged as surveyed or inferred).

The model will be calibrated using the Chartered Institution of Water and Environmental Management (CIWEM) "Code of Practice for the Hydraulic Modeling of Sewer Systems" criteria for wet weather flows. Deviations from the CIWEM criteria will be documented. Calibration will apply generally accepted techniques such as reasonable modifications to flow generation parameters, roughness coefficients and runoff parameters. The flow data recorded during Task 2 will be used in the calibration effort under this Task.

Task 4 Stormwater Planning

Once the modeling and calibration of the hydraulic model are complete, the project can move into the Planning phase. The Borough-wide hydraulic model will be run using rainfall simulations for the 1-, 2-, 5-, 10-, 25-, 50- and 100-year storms (rainfall depths and intensities to be taken from the National Oceanic and Atmospheric Administration's (NOAA) Atlas 14 data). In addition, Mott MacDonald will run a simulation of the rainfall from the recent Tropical Storm Ida, using a nearby rain gage, most likely Caldwell Airport. The results of these computer simulations will be summarized in graphic form indicating how full the stormwater pipes are, maximum water levels in channels and manholes, and, where applicable, surface flooding. The goal here is to characterize the existing stormwater system under current development conditions and recent storm events. Mott MacDonald will review the modelling results with the Borough and identify areas of concern and performance goals.

The next phase of Planning incorporates future development and the possible future impacts from development. Mott MacDonald will incorporate information the Borough provides on planned development and from the Borough's Master Plan. New development or re-development can result in additional stormwater runoff and additional stormwater flooding. By regulatory rule the Borough cannot allow stormwater to runoff to increase out of the Borough but rather control the runoff by techniques such as detention or retention ponds. Hence, the hydraulic model will be run to simulate future development patterns in the Borough to understand the controls needed to stabilize or improve stormwater flow. Using the results of the computer modelling, Mott MacDonald will identify capital projects to address identified areas of concern. For each concern a conceptual plan to address the issue will be developed. Each plan will include:

- Conceptual plans overlaid on aerial imagery,
- Community impacts
- Permitting requirements
- Construction and Project Costs

Mott MacDonald will deliver a draft report to the Borough and address comments provided by Borough staff. The draft report will include:

- Project background
- Data collection efforts
- Summary of public participation
- Flow monitoring
- Discussion of model build
- Calibration process and results
- Existing system evaluation
- Summary of capital project
- Discussion of the potential for a stormwater utility
- Recommendations

During this phase Mott MacDonald will research funding opportunities and present these opportunities to the Borough. If there are immediate opportunities to secure funding using information in the Master Plan, we will assist the Borough in applying for up to three (3) such opportunities.

Task 5 Meetings and Public Outreach

Bi-lateral communication between the Borough and Mott MacDonald is critical to the success of this project. Input from the public, as the ultimate beneficiary of the project, is also vital. Accordingly, the following meetings, to be held in person or virtually depending on current circumstances, are anticipated:

Project Kickoff Meeting – To discuss project goals schedule and transfer of available data.

Progress Meetings – It is anticipated Mott MacDonald will meet four (4) times with Borough staff to discuss project progress and present the current state of deliverables.

Council Meeting – Prior to presenting project results to the public, Mott MacDonald will meet with the Mayor and Council to present our findings and receive feedback from the Council.

Public Meetings – It is anticipated that there will be three (3) public meetings. The first meeting will be after the initial model has been assembled to update the public and receive anecdotal information on flooding in the Borough. The second will be to present the draft study findings and recommendations. The third will be to update the public with the final study results.

In addition, we anticipate assisting the Borough in the preparation of outreach materials by providing input, technical data and graphics. This may include posters, mailings and press releases. We also have experience in providing presentations to school and community groups should the Borough request us to do so.

Task 6 Closed Circuit Television Condition Assessment

The Borough expressed concerned that the existing stormwater collection system may have been compromised over the years through modifications by other parties. The Borough is aware of at least one such instance where the sewer capacity was adversely impacted when a segment of pipe was reduced in size to accommodate a utility crossing. Mott MacDonald has encountered similar circumstances with utilities passing through sewer pipes, reduced pipe sizes and pipes compromised by fence posts and guiderail supports being driven through them. Sewer capacity may also be reduced by obstructions and root intrusion. While infrequent, they can have a meaningful impact on the sewer's capacity.

Under Task 1, the proposed topside inspections of manholes, catch basins and headwalls which would include photographs taken with a pole camera specially designed for looking up the sewer pipes from the manhole. However, given the Borough's experience it may be necessary to insert self-propelled video cameras into the sewers to perform closed circuit television (CCTV) inspection of a representative sample of storm sewers. Based on available pipe information, we estimate that inspecting 20,000 feet of storm sewers that are 18" diameter or larger will provide good representation of the Borough's system. Mott MacDonald anticipates conducting some of this work through a sub-consultant such as Red Zone Robotics or other specialty sewer inspection firms. Once the initial field work is complete, Mott MacDonald will identify the pipes to be inspected and request competitive pricing quotes from three firms that specialize in this sort of work. Based on recent

experience, we anticipate a CCTV inspection cost of approximately \$3/foot without any sewer cleaning. Additional office time will be required to review and document any findings. All videos will be provided to the Borough in digital format.

Mott MacDonald will follow the safety procedures outline in the original proposal and will require the subcontractor to submit their safety plans. The work typically requires parking a van in front of the manhole being inspected. We will discuss the traffic control requirements with the Borough police department, it is assumed that where indicated by the police, the Borough will provide traffic control through the DPW or Borough police at no cost to Mott MacDonald or our subcontractor. We recommend that the Borough set aside a budgetary amount of \$75,000 for this internal storm sewer inspection work.

Project Team

Peter Kocsik, PE will serve as the Project Director and John Dening PE will be the Project Manager. Field work will be conducted under the supervision of William DiBartolo, PLS. The GIS Manager will be Duane Chapman. The hydraulic modeling will be overseen by Sabina Martyn, PE and Quality Control Review and supervision of hydraulic modeling will be provided by Brian Moore, PE. All fieldwork on this project, with the potential exception of flow metering, will be performed by Mott MacDonald personnel.

By selecting Mott MacDonald for this project, the Borough can be confident that the final deliverables will comply with Surveying and GIS industry standards. Mott MacDonald offers the following:

- We have proven experience in successfully surveying and mapping storm and sanitary collection systems. Mott MacDonald applies engineering principles into the design, collection and development of storm sewer utility GIS databases.
- The Mott MacDonald Project Team has performed countless surveys using state of the art equipment, with experienced professional field crews that make safety the primary importance and using proven quality control and assurance measures.
- The Mott MacDonald project team has completed numerous GIS projects performing identical scopes of services. We have included a qualification package for the Borough's review.
- Mott MacDonald has built systemwide stormwater models for numerous communities. Recent work in New Jersey includes models for City of Elizabeth, Town of Harrison and Village of Ridgefield Park. These model which also include the combined sanitary sewer flows were reviewed and approved by the NJDEP.
- The Mott MacDonald team has a long history of solving flooding problems going back more than 70 years.

Project Deliverables

The following deliverables will be provided to the Borough under this proposal:

- MS4 GIS database
- Digital Photographs of each asset hyperlinked to each GIS feature.
- Metadata that complies with Federal Geographic Data Committee (FGDC) requirements
- Draft Stormwater Planning Study
- Final Stormwater Planning Study

Assumptions

1. The Borough will provide available records on flooding as well as available plans for future development.
2. Mott MacDonald assumes that all storm assets will be accessible and readily identifiable within the public right-of way. It is also assumed that Borough employees will be available to assist with locating, opening, and accessing assets whether in public roads or public easements.
3. Traffic control will be provided by the Borough police department and any associated fees will be paid by the Borough directly.
4. Our scope does not include the field survey of any private stormwater assets located in private parking lots or along private roads. We can perform these services under additional authorization from the Borough.
5. The Borough will provide a suitable location for rain gauges.
6. The Borough will perform any sewer cleaning require to install flow meters.
7. Caldwell College is not included in the study area.

Schedule

The following schedule is based on an assumed authorization to proceed of October 1, 2021. If authorization is delayed or advanced, all dates are assumed to adjusted according. Likewise, a two week comment period is assumed on submissions to the Borough.

Authorization to proceed – October 1, 2021
Project kickoff meeting – October 7, 2021
Borough provides record plans and other data – October 14, 2021
Commence collection of field data, – November 1, 2021
Identification of Potential Stormwater Detention Sites – December 1, 2021
Completion of field data collection – December 31, 2021
Complete initial model build – January 31, 2022
Progress Meeting #1 – February 11, 2022
Public Meeting #1 – February 17, 2022
Deploy flow meters – March 1, 2022
Decommission flow meters – July 1, 2022
Complete model calibration – July 31, 2022
Prepare preliminary results – August 16, 2022
Progress Meeting #2 – August 20, 2022
Submit Draft Report – August 27, 2022
Meet with Mayor and Council – September 2022
Public Meeting #2 – October 2022
Submit Final Report – October 2022

Proposed Budget

Mott MacDonald proposed to complete this scope of work for a budget amount of \$515,000 as summarized by task below.

| Task | Budget |
|--|-----------|
| Task 1 – Data Collection | \$123,000 |
| Task 2 – System Monitoring | \$81,000 |
| Task 3 – Collection System Modeling | \$80,000 |
| Task 4 – Stormwater Planning | \$118,000 |
| Task 5 – Meetings and Public Outreach | \$38,000 |
| Task 6 – Close Circuit Television Inspection | \$75,000 |
| Total | \$515,000 |

This budget assumes an Allowance of \$75,000 for the four months of flow metering, and a budgetary amount of \$75,000 for CCTV, as presented earlier. If additional metering beyond the four months or CCTV is needed, we will prepare a separate scope and cost for consideration. All work will be billed on a time and materials basis in accordance with our hourly rate schedule prevailing at the time the work is performed. A copy of our current rate schedule for the Borough is attached for your immediate reference.

The fees will be billed monthly based on the actual hours and other direct costs incurred during the billing period. Expenses and disbursements, such as travel, printing, and subcontractor expenses, will be billed at cost. Work beyond that specifically described in the scope of services is not included and will not be conducted without additional authorization.

In closing, Mott MacDonald is readily available to discuss the proposed scope of this Stormwater Assessment and Planning Study including our approach and time schedule. Should you have any questions please contact Phil LiVecchi or John Dening.

Very truly yours,

Mott MacDonald



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Cc: Philip LiVecchi, PE



BOROUGH OF CALDWELL

Resolution No: 10-237

Date of Adoption: October 12, 2021

TITLE:

RESOLUTION SUPPORTING AN AGREEMENT BETWEEN THE BOROUGH OF CALDWELL AND RALF ASHLAND URBAN RENEWAL LLC TO ENTER INTO A FINANCIAL AGREEMENT UNDER THE PROVISIONS OF THE LONG-TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 et seq AND APPROVING THE SETTLEMENT OF PENDING LAWSUITS BETWEEN THE BOROUGH OF CALDWELL AND RALF ASHLAND URBAN RENEWAL LLC CAPTIONED RALF ASHLAND URBAN RENEWAL LLC V. BOROUGH OF CALDWELL - DOCKET NO. ESX-L-008810-20 BEFORE THE SUPERIOR COURT OF NEW JERSEY AND THE MATTER CAPTIONED RALF ASHLAND URBAN RENEWAL LLC V. BOROUGH OF CALDWELL - DOCKET NO. 008465-2021 BEFORE THE TAX COURT OF NEW JERSEY

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, on February 28, 1979, the Borough of Caldwell (the "Borough") entered into a Tax Abatement Agreement (the "Original Agreement") with Marian Manor, Inc., a nonprofit housing corporation of the State of New Jersey pursuant to Section 18 of the New Jersey Limited-Dividend Law, N.J.S.A. 55:16-1 et seq. (repealed), establishing a tax exemption for a federally subsidized senior housing facility located at 7 Ashland Street, designated as Block 65, Lot 1.30 in the Borough of Caldwell, Essex County, New Jersey (the "Marian Manor"); and

WHEREAS, Marion Manor has successfully operated for many years in serving the needs of its senior citizen residents and the Borough wishes to assist Marion Manor in being able continuing to so operate into the future; and

WHEREAS, the New Jersey Limited-Dividend Law N.J.S.A. 55:16-1 et seq. was repealed and superseded by L. 1991, c. 431, which law established that any entity for which the authorizing statute was repealed would thereby be deemed to be construed as an "urban renewal entity" under L. 1991, c. 431, as codified under N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), and any prior tax abatement agreement entered into under N.J.S.A. 55:16-1 et seq. would similarly not be affected by the repeal but preserved and binding upon the parties, subject to modification by mutual written consent, as if the law under which it was entered into, or granted or extended, had not been repealed by the subsequent LTTE Law; and

WHEREAS, in 2016, Marian Manor, Inc. approached the Borough and requested the Borough's approval for the assignment of the Original Agreement to Ralf Ashland Urban Renewal, LLC ("Ralf Ashland"); and

WHEREAS, pursuant to a resolution adopted on June 21, 2016 (the "First Resolution"), the Borough Council of the Borough of Caldwell (the "Borough Council") consented to the assignment of the Original Agreement to Ralf Ashland for a term set to expire on December 31, 2029; and

WHEREAS, it was subsequently determined that for the continued successful operation of the Marian Manor to serve low-income senior citizens, the assignment of the Original Agreement required an extension for a period of thirty (30) years; and

WHEREAS, pursuant to a resolution adopted on March 21, 2017 (the "Second Resolution"), the Borough Council authorized the execution of a revised assignment of the Original Agreement which was embodied in a new Assignment of Tax Abatement Agreement ("Assignment of Tax Abatement Agreement") which was attached to the Second Resolution; and

WHEREAS, pursuant to that Assignment of Tax Abatement Agreement, Ralf Ashland assumed the rights and obligations under the Original Agreement as modified for a term of thirty (30) years; and

WHEREAS, on or about April 6, 2017, Ralf Ashland closed title to Marian Manor and subsequently paid off a balance of a New Jersey Housing and Mortgage Finance Agency mortgage and then for the balance of 2017, and all of 2018 and 2019, and a portion of 2020, Ralf Ashland operated Marian Manor under and pursuant to the New Assignment of Tax Abatement Agreement; and

WHEREAS, during the 4th quarter of 2020, the Borough's tax assessor issued an omitted/ added assessment removing Marian Manor from the tax abated/exempt list and through and began to conventionally assess Marian Manor; and

WHEREAS, thereafter Ralf Ashland received a notice of delinquent real property taxes in Marian Manor that were the result of the omitted/added assessment and a tax lien sale was scheduled for December 22, 2020 at which time Ralf Ashland appeared at the scheduled sale and paid the claimed real property tax delinquency owed; and

WHEREAS, on or about December 23, 2020, Ralf Ashland initiated litigation against the Borough in the Superior Court of New Jersey in the matter captioned Ralf Ashland Urban Renewal LLC v. Borough of Caldwell, Docket No. ESX-L-008810-20, seeking the reinstatement of the Assignment of Tax Abatement Agreement and the return of the payment made for the alleged unpaid real property taxes; and

WHEREAS, for the 2021 tax year, the Borough's tax assessor continued to conventionally assess Marian Manor thereby further compelling Marian Manor to pay regular property taxes; and

WHEREAS, on April 1, 2021, Ralf Ashland filed a complaint in the Tax Court of New Jersey captioned Ralf Ashland Urban Renewal LLC v. Borough of Caldwell, Docket No. 008465-2021, challenging the classification and assessment of Marian Manor for tax year 2021; and

WHEREAS, the Borough, with consent of the property owner, has the authority pursuant to L. 2019 c. 297, as codified in N.J.S.A. 40A:20-13.2, to approve the extension and amendment of a tax exemption for a State or federally subsidized housing project and may continue that tax exemption beyond the date on which New Jersey Housing and Mortgage Finance Agency mortgage financing is fully paid, so long as the project remains subject to affordability controls; and

WHEREAS, the Borough and Ralf Ashland have come to an agreement to replace and supersede the Assignment of Tax Abatement Agreement with a new Financial Agreement to be governed by the LTTE Law; and

WHEREAS, the Borough and Ralf Ashland also desire to resolve all pending litigation relating to Marian Manor:

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Caldwell that:

1. The Borough of Caldwell does hereby agree to enter into a new Financial Agreement with Ralf Ashland ("Ralf Ashland Financial Agreement") under the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., which Agreement shall replace and supersede the Assignment of Tax Abatement Agreement.
2. The Borough and Ralf Ashland shall enter into and file a Stipulation of Settlement of the Tax Court tax appeal captioned Ralf Ashland Urban Renewal LLC v. Borough of Caldwell, Docket No. 008465-2021 which will provide for a reduction in the 2021 conventional assessment of Marion Manor in a manner that results in Ralf Ashland having been charged and paid an amount of property taxes and/or Pilot fees for 2020 and 2021 that is equal to the amount of annual service charge that would have been charged to Ralf Ashland had the Assignment of Tax Abatement Agreement been in force for the time period from the beginning of the omitted added assessment in 2020 through the end of 2021.

3. Ralf Ashland shall submit a formal application for the Ralf Ashland Financial Agreement pursuant to N.J.S.A. 40A:20-1 et seq., and the Borough shall present an ordinance authorizing the Borough's execution of Ralf Ashland Financial Agreement.

4. The Borough's execution of the Ralf Ashland Financial Agreement, upon the adoption of the Ordinance and the expiration of the related twenty (20) day period of repose, shall coincide with Ralf Ashland dismissing with prejudice the pending lawsuit filed against the Borough in the Superior Court of New Jersey captioned Ralf Ashland Urban Renewal LLC v. Borough of Caldwell, Docket No. ESX-L-008810-20.

5. The Mayor and Clerk, together with other appropriate officers and employees of the Borough, are authorized to take all steps necessary to effectuate the purposes of this Resolution.

6. This Resolution shall take effect immediately.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

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| Schmidt | | | | | | Lace | | | | |
| Rodgers | | | | | | DePalma-Iozzi | | | | |
| Cole | | | | | | Gates | | | | |

Brittany Heun, Deputy Clerk

John Kelley, Mayor