



BOROUGH OF CALDWELL
NEW JERSEY

REGULAR BOROUGH COUNCIL MEETING
October 25, 2022

Trinity Academy Gymnasium
235 Bloomfield Avenue,
Caldwell, NJ
7:15pm



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-227
Date of Adoption: October 25, 2022

TITLE:

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

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 Borough and with regard to each of the matters discussed in executive session; and

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

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

Borough Deputy Clerk

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

Mayor

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

DePalma-Iozzi						Lace				
Gates						Buechner				
Cole						Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-228
Date of Adoption: October 25, 2022

TITLE:

AUTHORIZING PAYMENT OF THE BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD 10/12/2022 THROUGH 10/24/2022 IN THE AMOUNT OF \$ 348,432.67.

Recommended for approval by:

Thomas Banker, Administrator

Approved as to form and legality by:

Title:

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

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

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

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

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

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

DePalma-Iozzi						Lace				
Gates						Buechner				
Cole						Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-240-043	UNIFORMS					
02735	TURN OUT UNIFORMS, INC.	22-00892	NEW OFFICERS UNIFORMS	1,462.63	0.00	
02735	TURN OUT UNIFORMS, INC.	22-00893	NEW OFFICERS UNIFORMS	2,117.08	0.00	
02735	TURN OUT UNIFORMS, INC.	22-01309	CROSSING GUARD EQUIPMENT	<u>701.03</u>	0.00	
				4,280.74		
2-01-25-240-054	POLICE RADIO MAINTENANCE					
02103	ESS INC.	22-01310	SEPTEMBER 2022 RADIO SERVICE	611.75	0.00	
2-01-25-240-058	NEW EQUIPMENT					
03967	BOROUGH OF CALDWELL	22-01314	PETTY CASH REIMBURSEMENT	110.68	0.00	
2-01-25-240-059	ENFORSYS FEE/MDT FEES					
02115	ENFORSYS, INC.	22-01312	3RD QUARTER 2022 SERVICE	2,175.00	0.00	
2-01-25-240-060	GENERAL EQUIPMENT MAINTENANCE					
02790	DRAEGER INC.	22-01307	ALCOTEST CALIBRATION	179.00	0.00	
2-01-25-240-119	POLICE COMPUTER					
01190	TRI-STATE TECHNICAL SERVICES	22-01305	COMPUTER SERVICES	490.76	0.00	
2-01-25-240-151	WEST CALDWELL DISPATCHING O/E					
00581	WEST CALDWELL TOWNSHIP	22-01113	2022 Q3 & Q4 RADIO DISPATCH	37,345.22	0.00	B
2-01-25-240-154	TRAINING/RANGE					
04521	JAEGER LUMBER & SUPPLY CO.,INC	22-01308	RANGE AND TRAINING SUPPLIES	161.80	0.00	
2-01-25-240-299	MISCELLANEOUS					
01803	ATLANTIC HEALTH SYSTEM	22-01306	PRE-EMPLOYMENT PHYSICALS	495.00	0.00	
2-01-25-266-021	FIRE PREVENTION O/E					
02651	CALDWELL VOLUNTEER FIRE DEPT.	22-01316	StreetFair Safety meeting food	173.64	0.00	
2-01-26-290-050	DPW SUPPLIES					
02364	PDQ PRINT & COPY INC.	22-01317	Printing of 2022 Leaf Schedule	598.00	0.00	
2-01-26-305-079	ADDITIONAL TRANSFER CHARGES					
00153	ECUA	22-01423	OCT. 2022 1ST HALF SOLID WASTE	10,102.45	0.00	
04474	DART LLC	22-01439	WASTE DISPOSAL 10/12/2022	<u>505.73</u>	0.00	
				10,608.18		
2-01-26-310-024	REPAIRS & MAINTENANCE					
01697	SMS SECURITY SYSTEMS INC	22-01382	CFD WIRELESS MONITOR SYSTEM	600.00	0.00	
2-01-26-315-026	FIRE DEPT - VEHICLE MAINT.					
00010	ABSOLUTE FIRE PROTECTION CO.	22-01330	526 Annual Maint.	9,707.06	0.00	
2-01-27-335-299	ENVIRONMENTAL COMMISSION MISCELLANEOUS					
02677	MINUTEMAN PRESS	22-01424	EARTH DAY FLIERS	33.75	0.00	
03772	TOADSHADE WILDFLOWER FARM	22-01425	EARTH DAY SHRUBS	<u>381.25</u>	0.00	
				415.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-28-371-137	RECREATION AGREEMENT					
00581 WEST CALDWELL TOWNSHIP		22-00669	2022 RECREATION AGREEMENT	100,000.00	0.00	B
2-01-29-390-030	BOOKS/MATERIALS					
04102 OVERDRIVE, INC.		22-01239	Q3 DIGITAL BOOKS	34.49	0.00	
04585 T MOBILE USA, INC.		22-01245	WIFI HOT SPOTS	1,521.93	0.00	
04102 OVERDRIVE, INC.		22-01302	Q3 DIGITAL BOOKS	55.00	0.00	
00627 BAKER & TAYLOR BOOKS		22-01303	Q3 BOOKS	<u>208.42</u>	0.00	
				1,819.84		
2-01-29-390-036	OFFICE SUPPLIES					
01218 CALANDRA PRINTING CO LLC		22-01329	SIGNBOARD SUPPLIES	84.00	0.00	
2-01-29-390-147	AUTOMATION SYSTEM MAINTENANCE					
01324 DELL COMPUTER CORP.		22-01325	TECH EQUIP.	571.32	0.00	
	Fund Total: CURRENT FUND			196,983.91		
Fund:	WATER OPERATING					
2-05-20-100-530	PROFESSIONAL SERVICE FEES					
03210 BECKMEYER ENGINEERING PC		22-00537	2022 LICENSED WATER OPERATOR	3,000.00	0.00	B
2-05-20-100-540	SUPPLIES					
03022 ONE CALL CONCEPTS		22-00094	2022 Markouts / Messages	35.75	0.00	B
2-05-20-100-542	WATER ANALYSIS					
00444 PASSAIC VALLEY WATER COMMISSION		22-00095	2022 Water Analysis	930.00	0.00	B
	Fund Total: WATER OPERATING			3,965.75		
Fund:	SEWER OPERATING					
2-07-20-100-521	CHEMICAL TREATMENT					
04577 USALCO, LLC		22-00975	2022 SEWER TREATMENT SERVICES	9,906.60	0.00	B
2-07-20-100-529	LEGAL FEES					
04584 KLEINFELDER		22-01426	SEP. SEWER LEGAL SERVICES	227.44	0.00	
2-07-20-100-532	PROFESSIONAL SERVICE FEES					
03210 BECKMEYER ENGINEERING PC		22-00534	2022 STORM WATER MANAGER	1,000.00	0.00	B
2-07-20-100-538	DIRECT SLUDGE REMOVAL COST					
04308 SPECTRASERV INC.		22-00683	2022 SEWER PLANT BIOSOLID HAUL	16,940.00	0.00	B
04308 SPECTRASERV INC.		22-00684	2022 GRIT & SCREENING SERVICES	<u>3,494.10</u>	0.00	B
				20,434.10		
2-07-20-100-540	MISCELLANEOUS					
00549 U.S. POSTAL SERVICE		22-01414	SEWER NEWSLETTER 2 - POSTAGE	607.60	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-20-100-540 04590	MISCELLANEOUS ROYAL PRINTING SERVICE		Continued 22-01415 SEWER NEWSLETTER 2	<u>3,507.00</u> 4,114.60	0.00	
	Fund Total: SEWER OPERATING			35,682.74		
	Year Total:			236,632.40		
Fund:	GENERAL CAPITAL					
C-04-18-135-302 02729	IMPROVEMENTS TO BOROUGH HALL MARTIN CONTRACTING LLC		22-01438 BORO DRAINAGE EXAM / TESTING	1,950.00	0.00	
C-04-18-135-315 03756	PUB. SAFETY - FIRE EQUIPMENT WITMER PUBLIC SAFETY GROUP, INC		22-00441 SELF CONT. BREATHING APPARATUS	26,079.12	0.00	B
C-04-21-141-100 00306	REDEVELOPMENT MOTT MACDONALD		21-01647 RES. 10-236 STORMWATER MANAGE	34,745.50	0.00	B
03752	MILLENNIUM STRATEGIES LLC		21-01665 RES. 11-247 GRANTSMANSHIP SRVC	650.00	0.00	B
00149	COOPER ELECTRIC SUPPLY CO		22-01430 26 SMULL AVE ITEMS	5,298.94	0.00	
00149	COOPER ELECTRIC SUPPLY CO		22-01431 26 SMULL AVE ITEMS	6,816.91	0.00	
00149	COOPER ELECTRIC SUPPLY CO		22-01432 26 SMULL AVE ITEMS	<u>1,711.24</u>	0.00	
				49,222.59		
C-04-21-141-110 04551	BOROUGH HALL RELOCATION ARIES BUILDING SYSTEMS, LLC		22-00442 OFFICE TRAILERS	15,000.00	0.00	B
00014	ADI		22-01271 SURVEILLANCE EQUIPMENT	562.97	0.00	
04594	NJ NATURAL GAS		22-01420 AUG 19 - SEP 20 (3 ACCOUNTS)	1,353.38	0.00	
04575	SAINT ALOYSIUS ROMAN CATHOLIC		22-01427 9/6 & 10/11 COUNCIL MEETINGS	600.00	0.00	
01337	CAP ELECTRIC INCORPORATED		22-01434 26 SMULL - TRAILER SERVICE	5,000.00	0.00	
04561	HERCULES HAULING LLC		22-01435 RE-LOCATE BORO DOCS TO STORAGE	2,800.00	0.00	
04521	JAEGER LUMBER & SUPPLY CO., INC		22-01436 26 SMULL AVE MATERIALS	72.91	0.00	
03798	FYC RECYCLING, LLC		22-01437 26 SMULL AVE CONCRETE RECYCLE	<u>199.00</u>	0.00	
				25,588.26		
	Fund Total: GENERAL CAPITAL			102,839.97		
Fund:	SEWER CAPITAL					
C-08-20-138-801 00306	VARIOUS SEWER IMPROVEMENTS MOTT MACDONALD		20-03128 RESOLUTION NO: 3-89	290.00	0.00	B
	Fund Total: SEWER CAPITAL			290.00		
	Year Total:			103,129.97		
Fund:	OPEN SPACE TRUST					
T-12-55-286-000 04542	OPEN SPACE EXPENDITURES FATHER & SONS HOME IMPROVEMENT		22-00237 GARDEN REPAIRS	8,145.42	0.00	
	Fund Total: OPEN SPACE TRUST			8,145.42		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PAYROLL FUND					
T-13-55-286-010 00234	GARAMELLA, GARY	ADP - NET PAYROLL 22-01369	10/13 PAYROLL ADDITIONAL HOURS	351.50	0.00	
	Fund Total:	PAYROLL FUND		351.50		
	Year Total:			8,496.92		
Total Charged Lines: 98		Total List Amount:	348,432.67	Total Void Amount:	0.00	

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND	1-01	173.38	0.00	0.00	173.38
CURRENT FUND	2-01	196,983.91	0.00	0.00	196,983.91
WATER OPERATING	2-05	3,965.75	0.00	0.00	3,965.75
SEWER OPERATING	2-07	<u>35,682.74</u>	<u>0.00</u>	<u>0.00</u>	<u>35,682.74</u>
Year Total:		236,632.40	0.00	0.00	236,632.40
GENERAL CAPITAL	C-04	102,839.97	0.00	0.00	102,839.97
SEWER CAPITAL	C-08	<u>290.00</u>	<u>0.00</u>	<u>0.00</u>	<u>290.00</u>
Year Total:		103,129.97	0.00	0.00	103,129.97
OPEN SPACE TRUST	T-12	8,145.42	0.00	0.00	8,145.42
PAYROLL FUND	T-13	<u>351.50</u>	<u>0.00</u>	<u>0.00</u>	<u>351.50</u>
Year Total:		8,496.92	0.00	0.00	8,496.92
Total of All Funds:		<u><u>348,432.67</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>348,432.67</u></u>



BOROUGH OF CALDWELL

Resolution No: 10-229

Date of Adoption: October 25, 2022

TITLE:

RESOLUTION EXTENDING THE GRACE PERIOD FOR THE NOVEMBER 2022 TAX QUARTER

Recommended for approval by:

Thomas Banker, Administrator

Approved as to form and legality by:

Title:

WHEREAS, the State of New Jersey was delayed in providing information needed to strike the 2022 Tax Rate for the Borough of Caldwell, in the County of Essex. The tax rate information was not certified to the Tax Collector in a timely fashion; and

WHEREAS, pursuant to N.J.S.A 54:4-66; mailing of the tax bills twenty-five days prior to the due date; the grace period for the 2022 final tax bill and the 2023 preliminary tax bill needs to be extended for the November 2022 tax quarter; and

WHEREAS, the mailing date of the 2022 final, 2023 preliminary bill for the Borough of Caldwell was October 18, 2022, the grace period for the November 2022 quarter will need to be extended to meet the statutory mailing regulations; with the understanding that any payment received after that established grace period will be deemed delinquent with interest accruing from November 1, 2022.

MAY IT THEREFORE BE RESOLVED, by the Borough Council of the Borough of Caldwell, County of Essex, the grace period fore the November 2022 tax quarter will be extended to comply with the N.J.S.A. 54:4-66 mailing statute.

AND BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector and the Chief Financial Officer, for their record and guidance.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor



BOROUGH OF CALDWELL

Resolution No: 10-230
Date of Adoption: October 25, 2022

TITLE:

RESOLUTION AUTHORIZING REFUNDS, OVERPAYMENTS OR CANCELLATION IN THE TAX OFFICE

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, there appears on the tax records overpayments or otherwise as shown below; and

WHEREAS, the overpayments were created by the reasons indicated below, and the Collector of Taxes recommends the refund or transfers of such overpayments;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Caldwell that the proper officers be and they are hereby authorized and directed to transfer funds or issue checks refunding such overpayments as hereafter shown below:

CODE OF REASONS

- 1. Incorrect Payment-Refund
2. Duplicate Payment-Refund
3. Vets, Senior Citizen, Exempt Prop Refund/Allow
4. Apply Overpayment to Next Year
5. Cancellation of Balance of Less than \$10.00
6. Assessment Changes
7. Tax Appeal
8. Overpayment-Refund
9. Tax Title Lien Redemption
10. Homestead Rebate/NJ Saver
11. Apply Overpayment to Current Year
12. Cancellation of Credit of Less than \$10.00
13. Cancellation of Taxes
14. Other - Cancellation of Credit Balance over \$10.00

Table with columns: Block, Lot Qual., Owner Name, Amount, Year, Reason. Rows include RALF ASHLAND URBAN REN LLC and INTEREST.

Make Payable to RALF ASHLAND URBAN REN LLC
7 Ashland Street
Caldwell, NJ 07006

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.

Table with columns: Line-Item, Description, Amount, Date. Row for Christopher Battaglia, CFMO.

RECORD OF COUNCIL VOTE

presented the following resolution - Seconded by:

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

Table for Council Member votes with columns for names and Yes/No/Absent/Abstain.

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: 10-231

Date of Adoption: October 25, 2022

TITLE:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF CALDWELL TO CANCEL TAXES ON BLOCK 9, LOT 6 FOR DISABLED VETERAN DECLARED 100% TOTALLY & PERMANENTLY DISABLES BY THE TAX ASSESSOR

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the property owner of Block 9, Lot 6 also known as 44 Elm Road, has been granted a 50% (multi-unit) exemption from property taxes approved by the Tax Assessor effective August 28, 2022, date of application made; and

WHEREAS, the homeowner was declared by the Veteran’s Administration to be 100% totally and permanently disabled due to wartime service-connected disability; and

WHEREAS, it is in the opinion of the Tax Collector and the Tax Assessor, that the balance of the 2022 taxes in the amount of \$2276.05 be canceled.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Caldwell that the balance of the 2022 property taxes for Block 9, Lot 6, also known as 44 Elm Road, are hereby cancelled and that the Tax Collector be relieved of the collection of same.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-232
Date of Adoption: October 25, 2022

TITLE:

RESOLUTION AUTHORIZING THE PURCHASE OF A DYNA_VAC HOOK LIFT MOUNTED SEWER JET UNIT FROM TRI STATE ENVIRONMENTAL SERVICES LLC., 112 PHILLIPS ROAD, PO BOX 605, MILFORD, NJ 08848, FOR THE CALDWELL DEPARTMENT OF PUBLIC WORKS UNDER THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE PRICING COMMISSION FOR AN AMOUNT OF \$93,744.48

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 contracts entered into on behalf of an authorized Cooperative purchasing organization and;

WHEREAS, The Educational Services Commission is such an organization and has established pricing for certain heavy duty truck bodies; and

WHEREAS, the Borough of Caldwell Department of Public Works has the need for a Lift Mounted Sewer Jet Container Body and;

WHEREAS, the Borough of Caldwell intends to purchase with Tri State Environmental Services LLC., 112 Phillips Road, PO Box 605, Milford, NJ 08848, a Lift Mounted Sewer Jet Unit, Container Body for an amount of \$93,744.48, as detailed in the attached price quotation;

NOW THEREFORE BE IT RESOLVED that the Borough Council of 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-57. N.J.A.C. 5:34-5.1 et seq., and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient non-committed 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.

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

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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

TRI STATE ENVIRONMENTAL SERVICES LLC

112 Phillips Road, PO Box 605

Milford, NJ 08848

August 3, 2022

Mario Bifalco
Director of Public Works
Borough of Caldwell
1 Provost Square,
Caldwell, NJ 07006
973-403-4635

RE: ESCNJ COOP Quote DYNA-VAC Hook Lift Mounted Sewer Jetter Unit

Dear Mario Bifalco:

Below is quotation on Dyna-vac Hook Lift Mounted Sewer Cleaner Jetter Unit :

1	Educational Services Commission of New Jersey	
1	Class 4 - 8 Trucks - Bid #ESCNJ 20/21-55 NJ State Approved Co-op #65MCESCCPS 9.86 % Price List Increase from 2021	
1	Price list pending approval from ESCNJ	
1	DJ4020	
1	Base Unit Price: \$29241.00	
1	Dyna-Vac Equipment	\$29,241.00
1	Retail Price List 2021	
1	Customer Name:	Caldwell Borough
1	Truck Mounted Jetting System	
1	Unit Flow: 40GPM	
1	Unit Pressure: 2000PSI	
1	Drive Options	
1	Water Pump Drive System	
1	<input type="checkbox"/> Belt Driven Off of Pony Motor(74HP) > 24953.00	
1	Hose Reel Selection	\$24,953.00
1	<input type="checkbox"/> 3/4" x 600' Capacity Hose Reel > 0.00	
1	Reel Articulation Option	\$0.00
1	<input type="checkbox"/> Hydraulically Articulating(1/2" and 3/4" Hose Reels) > 1832.00	
1	Reel Auto Rewind Option	\$1,832.00
1	<input type="checkbox"/> Fixed Position Auto Rewind Option > 3981.98	
1	Hose Counter Option	\$3,981.98
1	<input type="checkbox"/> Mechanical Hose Counter > 750.00	
1	Water System Options	\$750.00
1	Water Tank Capacity	
1	<input type="checkbox"/> 1000 Gallon Water 2 x 500 Gallon Polyethelene Tanks > 12200.00	
1	Cold Weather Anti-Freeze Option	\$12,200.00
1	<input type="checkbox"/> 3/4" or larger Anti-Freeze System > 910.00	
1	Cold Weather Recirculation System	\$910.00
1	<input type="checkbox"/> Recirculation system(Engine Driven Only) > 78.00	
1	Washdown System	\$78.00

	<input type="checkbox"/>	1/2" x 50' Washdown > 1327.67 Reel	
1			\$1,327.67
1		Additional Options	
1		Enclosure Option	
1	<input type="checkbox"/>	Engine and Pump Enclosure > 2341.45	\$2,341.45
1		Remote Control Options	
1	<input type="checkbox"/>	Wireless Remote(3 Function) > 1938.00	\$1,938.00
1		Tiger Tail	
1	<input type="checkbox"/>	3" Tiger Tail > 65	\$65.00
1		Truck Unit Toolboxes	
2	<input type="checkbox"/>	18" x 18" x 30" Aluminum Toolbox > 1056.00	\$2,112.00
1		3/4" Nozzles	
1	<input type="checkbox"/>	3/4" Penetrator Nozzle > 95.00	\$95.00
1	<input type="checkbox"/>	3/4" Flusher Nozzle > 95.00	\$95.00
1		Accessories	
2	<input type="checkbox"/>	Traffic Cone Holder > 86.50	\$173.00
1	<input type="checkbox"/>	Light Bar > 625.00	\$625.00

	<input type="checkbox"/>	3/4" Leader Hose	> 95.00
1			\$95.00

Total List Price after 9.866% Price Increase from 2021 List Price	\$90984.00
ESCNJ COOP DISCOUNT 3%	<u>-2,729.52</u>
Price after ESCNJ Discount	\$88,244.48

Unlisted Option: Hook Lift Frame and Mounting \$4,700.85 plus 17% Markup	<u>\$5,500.00</u>
---	--------------------------

PRICE TOTAL	\$93,744.48
ESCNJ Class 4-8 Trucks- Bid #ESCNJ20/21-55	
NJ State Approved Coop #65MCESCCPS Pending approval # from ESCNJ	

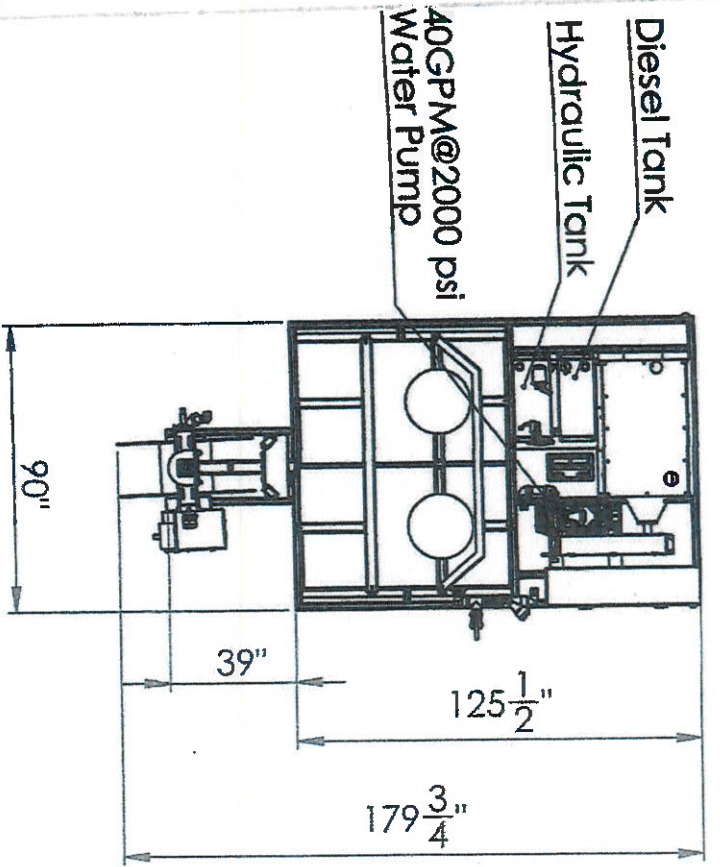
Lead Time; 6-7 months (Estimated)

Unit to be: 7 ft High,102" Wide, 16ft Long

Local Sales, Local Service, Local Support.
We look forward to working with you on the above items.

2

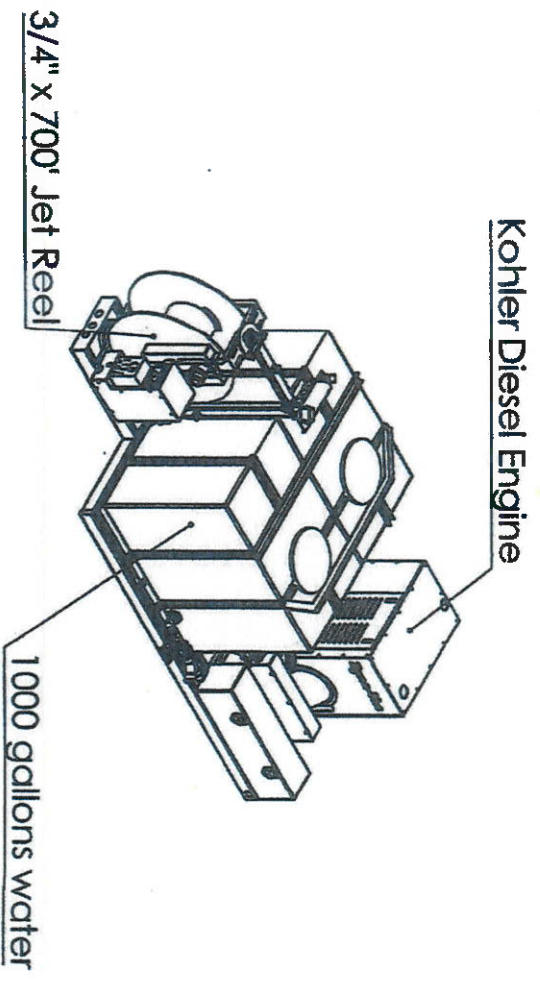
B



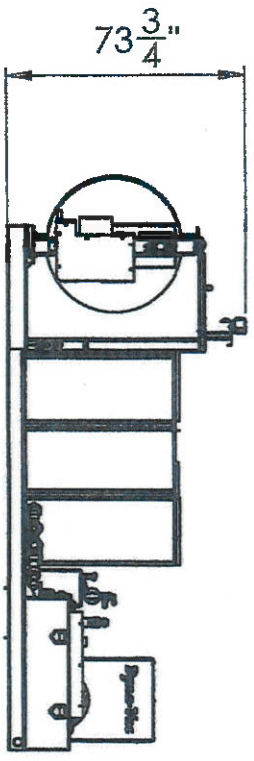
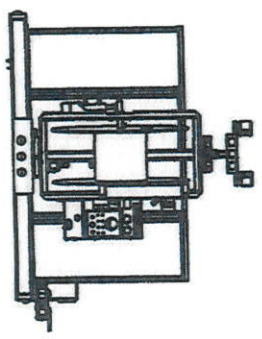
Diesel Tank

Hydraulic Tank

40GPM@2000 psi
Water Pump



A



PROPRIETARY AND CONFIDENTIAL
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DRAWING IS THE SOLE PROPERTY OF
4INSERT COMPANY NAME HERE. ANY
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4INSERT COMPANY NAME HERE IS
PROHIBITED.

NEXT ASSY

USED ON

APPLICATION

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL: ±
ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ±
THREE PLACE DECIMAL ±
INTERPRET GEOMETRIC
TOLERANCING PER:
MATERIAL
FINISH

DRAWN
CHECKED
ENG APPR.
MFG APPR.
G.A.
COMMENTS:

NAME

DATE

TITLE:
Dyna-Vac Equipment

DJ4020HL

SIZE DWG. NO. REV

SCALE: 1:100WEIGHT: SHEET 1 OF 1

2

1

E

Component Description	Component Weight(lbs)
Water Tanks empty	500
Water Tanks Full	8500
Kohler diesel engine	1400
kf Pump w/components	600
fuel/hydraulic tanks	500
engine enclosure	300
reel with mounting base	1000
Unit Frame	1200
Misc comp/hoses/fittings	600

Total Weight

Empty:	6300
Full:	14100



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 10-233

Date of Adoption: October 25, 2022

TITLE:

RESOLUTION DESIGNATING 358 BLOOMFIELD AVENUE, LLC. AS REDEVELOPER FOR A REDEVELOPMENT PROJECT TO BE LOCATED ON LOT 25.01 IN BLOCK 52 IN THE BOROUGH OF CALDWELL, NJ AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN 358 BLOOMFIELD AVENUE LLC. AND THE BOROUGH REGARDING THAT PROJECT

Recommended for approval by:

Thomas Banker, Administrator

Approved as to form and legality by:

Title: _____

WHEREAS, the Borough of Caldwell, NJ (the "Borough") has adopted a redevelopment plan (the "Plan") for a significant part of the Borough in order to encourage investment in and improvement of the real property located within the redevelopment area designated in the Plan (the "Area"); and

WHEREAS, Tax Block 52, which is bounded in part by Bloomfield Avenue is included within the Area: and

WHEREAS, 358 Bloomfield Avenue LLC ("358 Bloomfield" or the "Redeveloper") has made a proposal to redevelop lot 25.01 within block 52, also known as 358 Bloomfield Avenue, for mixed use purposes including retail and residential uses (the "Project"); and

WHEREAS, the Project will allow the Borough to retain a retail business location on Bloomfield Avenue while adding five new residential units, including one that will help meet the Borough's affordable housing obligation; and

WHEREAS, the Project will further a goal of the redevelopment plan to enhance the vitality of the business district; and

WHEREAS, this designation of the Redeveloper shall be strictly conditioned on the determination by the professionals assigned by the Borough to perform such reviews (the "Professional Reviewers") that the Project conforms to the requirements of the Plan; and

WHEREAS, all of the findings and recommendations of the Professional Reviewers shall be included as conditions of the Redevelopment Agreement between the Borough and Mejia regarding the implementation of the Project (the "Redevelopment Agreement"); and

WHEREAS, the Redevelopment Agreement will include the requirement that all remaining conditions identified by the Professional Reviewers be met to the satisfaction of the Borough Planning Board as part of the site plan review for the Project;

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

- 358 Bloomfield Avenue LLC is hereby conditionally designated as the redeveloper for the Project located at 358 Bloomfield Avenue in Caldwell, NJ; and
- The Borough Administrator, working in conjunction with the Borough Attorney, is hereby authorized to execute the Redevelopment Agreement for the Project in substantially the form as is attached hereto, subject to the conditions stated in this resolution; and
- The designation of 358 Bloomfield Avenue LLC as the redeveloper is strictly conditioned on the satisfaction of the conditions outlined by the Professional Reviewers, which shall be referenced within the Redevelopment Agreement.
- The Deputy Borough Clerk is hereby authorized and directed to provide such notices and publications regarding this matter as may be required by law.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

DePalma-Iozzi						Lace				
Gates						Buechner				
Cole						Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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Redevelopment Agreement

For

A Portion of the Redevelopment Area in the Borough of Caldwell, Essex County, New Jersey

By and Between

The Borough of Caldwell

And

Name of Entity

Dated:

Record And Return To:

**Brittany Heun, Deputy Clerk
Borough of Caldwell
1 Provost Square
Caldwell, NJ 07006**

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NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and further, to implement the purposes of the Local Redevelopment and Housing Law, the Redevelopment Plan and the Redevelopment Agreement, the Parties hereto agree as follows:

ARTICLE I: TERM OF THIS AGREEMENT.

1.01 Exclusive Right Of Redeveloper To Carry Out The Project

(A) The term of this Agreement ("Term") shall extend for 5 years from the date hereof unless sooner terminated by the Agency pursuant to the terms hereof. During this Term the Redeveloper shall have the exclusive right to carry out the Project on the Property. The Agency shall not designate any other person or entity as a redeveloper for the Property during the Term. The Term is absolute and may not be deemed to be changed or extended for any reason (including Force Majeure), except by written agreement executed by Caldwell and the Redeveloper. Following expiration of the Term, unless the Project has been substantially completed, Caldwell shall have the right to designate any person or entity as a redeveloper thereof pursuant to the Redevelopment Law.

ARTICLE 2: PREAMBLE/INTERPRETATIONS/DEFINITIONS

2.01 Preamble Incorporated

(A) All statements in the Preamble are hereby repeated in their entirety as if set forth at length herein.

2.02 Interpretation & Construction

In this Agreement, unless the context otherwise requires:

(A) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

(B) The term "hereafter" means after the Effective Date and the term "heretofore" means before the Effective Date.

(C) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(D) Words importing a person or persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(E) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience

actions required of the Redeveloper, has been substantially completed, acquired and/or installed in accordance with the Plan, this Agreement and in compliance with Applicable Laws, so that (a) the Project in its entirety (or the portion thereof that has been completed, if applicable) may, in all respects, be used and operated in accordance with the terms of this Agreement, or (b) with respect to any other work or action required of the Redeveloper, that the intended purpose of such work or action has been substantially completed; and (ii) all permits, licenses and approvals that are required in order that such certificate can be issued for the Project in its entirety (or a portion thereof that has been completed, if applicable), or such other work or action required of the Redeveloper, are in full force and effect.

Certificate of Occupancy: A temporary or permanent certificate of occupancy as defined in the regulations promulgated by the State of New Jersey regarding such certificates at N.J.S.A. 52:27D-121 and N.J.A.C. 5:23-1 et seq.

Cleared and Cleaned Condition: Property for which the responsible party has paid all costs of, and taken all actions in connection with (i) the demolition or other removal of all improvements on such property; (ii) the grading of such property to a condition that will permit the intended use of such property pursuant to the Plan and this Agreement; (iii) the environmental cleanup of such property to the standard required by NJDEP for the intended use of such property pursuant to the Redevelopment Plan and this Agreement, including full settlement of all natural resources damages, together with, if such property required or requires an environmental cleanup, the receipt of a NFA letter from the NJDEP or a Response Action Outcome (“RAO”) from a Licensed Site Remediation Professional (“LSRP”).

Concept Plan: The drawing or drawings attached as Exhibit B-2 of this Agreement.

Construction Code Official: An individual with appropriate qualifications who has been engaged by the Caldwell either as an employee or contractor to discharge the duties of such position as they are set forth within the Uniform Construction Code and the regulations promulgated pursuant thereto.

Diligently Pursue: In regard to construction activity, shall mean to have personnel and equipment working at the Property on all normal business days after the start of construction, with the level of personnel and work activity equal to that which would cause the Project to be completed in the shortest possible time without requiring the payment of rate premiums associated with working at certain times of day or on certain days of the week or certain holidays.

Effective Date: The date of execution and delivery of this Agreement, as set forth on the title page of this Agreement.

Eminent Domain: The utilization of condemnation the Caldwell to acquire real property, pursuant to N.J.S.A. 20:3-1 et seq.

Environmental Laws: Any and all Federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment,

Mayor and Council: The governing body of Caldwell.

NFA: A no further action letter issued by NJDEP or such equivalent document issued either by NJDEP or a Licensed Site Remediation Professional, acting on behalf of NJDEP pursuant to NJ State statute.

NJDEP: New Jersey Department of Environmental Protection, and any successors in interest.

NJEDA: New Jersey Economic Development Authority and any successors in interest.

NJDOT: New Jersey Department of Transportation and any successors in interest.

NJRA: New Jersey Redevelopment Authority and any successors in interest.

NJ Transit: New Jersey Transit Corporation and any successors in interest.

Other Redevelopers: Any entity that has been designated by the Caldwell as a redeveloper for any part of the Area other than that which is the subject of this Agreement.

Parties: Caldwell and Redeveloper.

Planning Board: The Caldwell Planning Board.

Project: The Redevelopment Project.

Redeveloper: The entity named as the party to this Agreement that is not Caldwell, or the successors or assignees of that entity.

Redeveloper Property: One or more parcels of real property upon which Redeveloper shall implement the Project within the Area pursuant to the Plan in accordance with this Agreement, as further described in Exhibit A of this Agreement.

Redevelopment Area (or the Area): The real property that is the subject of the Redevelopment Plan.

Redevelopment Project: The project described in Exhibits B-5 and B-6 of this Agreement.

Total Eligible Redeveloper Development: The sum of the following, expressed in aggregate square footage:

(i) For all Redeveloper Property upon which permanent Improvements have been constructed and for which a Certificate of Occupancy has issued, one hundred percent (100%) of the gross square footage of the Improvements, including without limitation, areas devoted to servicing the operation of such improved areas, such basements, mechanical systems and common

3.05 Project Description

(A) The Project that is the subject of this Agreement is described in detail in Exhibits B-5 (Narrative Description) and B-6 (Concept Plan) of this Agreement.

3.06 Development Schedule

(A) The Project shall be constructed in accordance with the schedule for development that is set forth in Exhibit C of this Agreement.

(B) Compliance with the Development Schedule is a material obligation of the Redeveloper. Failure to achieve any of the required milestones within the timeframes required by this Agreement shall be sufficient for Caldwell to determine that the Redeveloper is in default of its obligations under this Agreement, subject to appropriate notice and opportunity to cure as set forth in Article 9 of this Agreement.

ARTICLE 4: OBLIGATIONS OF THE REDEVELOPER

4.01 Agreement to Develop

(A) The Redeveloper agrees to construct the Project in accordance with the terms of this Agreement in accordance with schedule for development set forth herein.

4.02 Duties of Redeveloper

Redeveloper shall perform the following duties as part of its obligations under this Agreement:

(A) Retain various professionals, who have, among other things, reviewed the needs and estimates of the Project.

(B) Conduct environmental reviews and tests on the Area.

(C) Acquire properties not already owned by Redeveloper to complete the assemblage of the Redeveloper Property at the times and otherwise in accordance with the terms hereof, and to acquire further real estate beyond the Redeveloper Property, if necessary for the completion of the Project. To the extent that Redeveloper is unable to acquire necessary property, it shall request that Caldwell acquire any non-residential property by Eminent Domain if Caldwell is legally able to do so and is not prohibited by this Agreement.

(D) Cause to be prepared and filed such Governmental Application as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to complete the Project. All of the Governmental Applications shall be in conformity with the Plan, this Agreement, and any and all Federal, State, County, and municipal statutes, laws, ordinances, rules and regulations applicable thereto.

(E) Undertake Improvements as set forth herein.

obligations under, or would otherwise materially affect any of Redeveloper's representations or warranties made, all pursuant to the terms of this Agreement.

(G) Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

(H) All material information submitted by Redeveloper to Caldwell and its agents, is true and correct in all material respects. Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper to Caldwell constitute a material factor in the decision of Caldwell to enter into this Agreement.

(I) Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

(J) Redeveloper will continue to work cooperatively with the Other Redevelopers to fulfill the terms of this Agreement and the Other Redevelopment Agreements and to cause the redevelopment of the Area in accordance with the Plan.

4.04 Redeveloper Covenants

The covenants imposed upon Redeveloper, including its successors and assigns, until a Certificate of Completion issues, are:

(A) In connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Area or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and Redeveloper, including its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or familial status.

(B) Comply with the applicable provisions and public purposes of the Act and all obligations under this Agreement and at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Plan, and shall construct no other use except that established in the Plan.

(C) In order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the construction and development of the Project in accordance with this Agreement, the Plan, Governmental Approvals and Applicable Laws.

(D) Use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project.

the Fee shall be based on an annual charge of _____ per square foot of land area for which the Redeveloper has been designated by this Agreement, as set forth in Exhibit A-1. For each year after 2021, the annual rate of the Fee shall increase by 3.15%. Such Fee shall be payable to the Caldwell in advance in annual installments no later than January 10 of each year. The Fee for the year in which this Agreement is executed shall be payable in full on the Effective Date. If the Redeveloper had paid an administrative fee pursuant to a prior redeveloper agreement between the Caldwell and the Redeveloper, the Fee for the year in which this Agreement is executed shall be reduced by the application of a credit for that portion of the prior administrative fee as was applicable to the year in which this Agreement was executed.

During the term of this Agreement, the Fee shall be reduced at the rate per square foot as is then in effect for the Fee for all land area on which the final permanent development required by this Agreement has been completed. Fee payments shall be prorated to reflect the actual dates at which the completed development receives both a Certificate of Occupancy and a Certificate of Completion.

(B) To the extent that the Redeveloper seeks to transfer or assign ownership of the Project to another entity, the Redeveloper agrees to pay to the Caldwell a Transfer Fee in an amount equal to the annual Redevelopment Fee then in effect for the Project with such cost to be payable to Caldwell at the time of the request for such transfer or assignment. Such Transfer Fee shall be payable in addition to the payment of the normal annual Redevelopment Fee for the Project, and shall be payable whether or not Caldwell consents to the requested transfer or assignment.

(C) (i) In addition to the foregoing, the Redeveloper shall reimburse Caldwell for any and all out-of-pocket costs of whatever nature which may be incurred by the Caldwell in connection with the Property and/ or the Project (the "Caldwell Costs"). The Caldwell Costs shall include, but not be limited to consultants' fees (including but not limited to fiscal impact, planning, traffic, real estate and environmental consultants) in connection with the designation of the Redeveloper as redeveloper of the Property, the preparation and negotiation of this Agreement, the master planning and coordination of traffic, parking or other studies affecting all or any portion of the Redevelopment Area, the Planning Board and any other governmental approval process (excluding any fees paid from Planning Board escrows), all work associated with modifications to the Redevelopment Plan as necessary to meet requirements imposed by the Federal, state or county governments and all work associated with the provision of public open space serving the Redevelopment Area.

(ii) The Caldwell Costs also include but are not limited to (a) the reasonable fees and expenses of the Caldwell's attorneys; (b) the reasonable fees and expenses of Caldwell's policy advisor, and (c) the reasonable fees and expenses of Caldwell's planning consultant.

(iii) All costs incurred by or on behalf of Caldwell in connection with the Project and/or the Property shall be paid to Caldwell within 30 calendar days after Redeveloper's receipt of an invoice from Caldwell detailing the amount and the basis therefor.

(iv) To the extent any of the foregoing expenses (such as the cost of a traffic study) relate to the Property and other properties in the Redevelopment Area, Redeveloper shall pay a pro rata

Officers of Caldwell shall certify that the Redeveloper is current in the payment of all of its financial obligations for the project, including, without limitation, the payment of taxes, payments in-lieu of tax, water or sewer charges, license or permit fees, Redevelopment Fees, reimbursements for professional fees or any other fee or charge due to Caldwell. To the extent that such certifications cannot be made because of the presence of an outstanding obligation of any type, Caldwell shall not take any action as requested or required until such time as the obligations are satisfied and the appropriate certifications are issued. Such refusal to act shall not be the sole remedy available under this Agreement, but rather shall be in addition to any other actions available at law or in equity to Caldwell.

ARTICLE 5: OBLIGATIONS OF CALDWELL

5.01 Designation and Authorization of Redeveloper

Caldwell hereby designates the Redeveloper as the redeveloper for the Project and authorizes the Redeveloper to take all actions as are contemplated by this Agreement

5.02 Duties of Caldwell

Caldwell has performed and shall, under this Agreement, continue to perform the following duties in furtherance of carrying out the Plan and in assisting Redeveloper in carrying out its Project:

(A) Where legally possible, exercise the powers of Eminent Domain as necessary to acquire non-residential properties within the Area to the extent Redeveloper is unable to reach agreement to purchase property to complete the assemblage of the Redeveloper Property. In connection with all such property, Caldwell shall retain appraisers and other professionals to assist in such acquisitions at the expense of the Redeveloper. To the extent that Redeveloper cannot acquire any part of the required property within the time required to permit the Project to be completed on schedule, and Caldwell determines, in its sole discretion, that it is not able to acquire the property by Eminent Domain, Caldwell may choose to terminate the Agreement by notice given in accordance with Section 14.01 of this Agreement.

(B) Assist in relocation of owners and tenants on behalf of Redeveloper on Redeveloper Property, pursuant to a WRAP in accordance with the Act.

(C) Support the Redeveloper in connection with requests to expedite the review and approval by the Planning Board, of specific site plans for the Project provided that such site plans (i) conform to the guidelines of the Plan and this Agreement and (ii) are first conceptually approved by the Caldwell.

(D) Jointly with Redeveloper apply for, develop and negotiate agreements with the NJDEP for grants and necessary approvals of projects related to the Project but only to the extent that (i) Caldwell is required to join in such applications or agreements in order for such grants or approvals to be obtained, and (ii) such grants or approvals do not impose any obligation or cost on Caldwell.

(E) Jointly with Redeveloper apply for, develop and negotiate agreements with the NJDOT for

(E) All material information submitted by Caldwell to Redeveloper and its agents is true and correct in all material respects.

(F) Caldwell will continue to work cooperatively with the Other Redevelopers to fulfill the terms of this Agreement and the Other Redevelopment Agreements and cause the redevelopment of the Area in accordance with the Plan.

ARTICLE 6: DEVELOPMENT DENSITY OBLIGATIONS

6.01 Development Density Requirements

For purposes of this Agreement, this Article is intentionally left blank and is of no force or effect.

ARTICLE 7: INSURANCE AND INDEMNIFICATION

7.01 Insurance Requirements

(A) At all times during construction of the Project, and until the Project is available for its intended use and Certificates of Occupancy are issued in accordance with the provisions herein, Redeveloper shall maintain at its own cost and expense the following kinds and amounts of insurance with respect to the Project, with such variations as may reasonably be required to conform to customary insurance practice and which insurance at Redeveloper's option may be issued in "blanket coverage" format:

(i) Builder's Risk Insurance for the benefit of Redeveloper, Caldwell, as their interests may appear, during the term of construction, which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction; and

(ii) Commercial General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Redeveloper Property) against claims for bodily injury, death or property damage occurring on, in or about the Redeveloper Property and the adjacent streets, sidewalks and passageways, in amounts not less than \$10,000,000 for each claim with respect to any bodily injury or death, \$10,000,000 with respect to any one occurrence and \$2,000,000 with respect to all claims for property damage relating to any one occurrence; and

(iii) Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with at least the following limits of liability: Bodily Injury Liability and Property Damage Liability - \$1,000,000 combined single limit per occurrence; and

(iv) Worker's compensation insurance coverage in the amount of the full statutory liability of Redevelopment; and

insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

7.06 Indemnification

(A) Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from (i) the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Redeveloper Property or any improvements thereon and/or (ii) the performance or any failure or delay of performance of this Agreement, any of which is the result of action or inaction by the Redevelopment, its agents, servants, employees or contractors including but not limited to, (a) the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person that shall occur on or adjacent to the Redeveloper Property and that results, wholly or partially, from any negligence or willful misconduct of the Redevelopment, its agents, servants, employees or contractors, or (b) any lawsuit or other proceeding commenced by any Person, except Redeveloper, because of action(s) or omissions of Caldwell, their commissioners, employees, agents, representatives and elected officials taken in good faith in fulfillment of their responsibilities in connection with the Project or this Agreement.

(B) Redeveloper shall defend, indemnify and hold harmless the Indemnified Parties and their officers, agents, employees, contractors, and consultants from any liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from any failure to comply with Environmental Laws by Redeveloper and/or its agents, servants, employees or contractors at the Redeveloper Property or elsewhere and from any release or releases of any Hazardous Substance on, in, under or from the Redeveloper Property during or after the term of this Agreement resulting from any improper performance or non-performance of Redeveloper's obligations under this Redevelopment Agreement by Redeveloper, its agents, servants, employees, or contractors.

(C) In any situation in which a Indemnified Party is entitled to receive and desires the indemnification by the Redeveloper, the Redeveloper shall resist and defend any action or proceeding on behalf of the Indemnified Party, including the employment of counsel reasonably acceptable to the Indemnified Party and the payment of all expenses. These obligations of Redeveloper may be performed by an insurer of Redeveloper to the extent coverage has been acquired. The Indemnified Party shall have the right to consent to any settlement negotiated by Redeveloper. Notwithstanding that right of consent, Redeveloper shall have the right to settle any such action on terms it solely deems appropriate provided that a full release of the Indemnified Party is obtained and no admission of liability by the Indemnified Party is required.

7.07 Survival of Indemnity

may be affected by the construction or operation of the Infrastructure Improvements.

ARTICLE 9: DEFAULT AND TERMINATION

9.01 Termination for Failure to Achieve Conditions Precedent

(A) To the extent that the conditions precedent set forth in Section 3.01 have not been met as of the deadline for that to occur, this Agreement shall be terminated automatically, without the need for any action by either Party.

9.02 Events of Default

(A) Any one or more of the following shall constitute an Event of Default hereunder, subject to Force Majeure and tolling as provided elsewhere in this Agreement:

- (i) Failure of Redeveloper to meet the deadline for the accomplishment of any of the milestones required pursuant to Section 3.06 of this Agreement
- (ii) Failure of the Redeveloper to meet its Development Density obligations as set forth in Article 6 of this Agreement.

(iii) Failure of Redeveloper or Caldwell to observe and perform any other covenant, condition, representation, warranty or agreement (other than those specifically provided for elsewhere in this Agreement) hereunder, and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(iv) Any of the following have occurred:

- (a) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets;
- (b) a custodian shall have been legally appointed with or without consent of Redeveloper;
- (c) Redeveloper, has made a general assignment for the benefit of creditors; or has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law;
- (d) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding;
- (e) Redeveloper shall take any action for the purpose of effecting any of the foregoing;
- (f) a petition in bankruptcy shall have been filed against Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days;

appear necessary or desirable to enforce the performance or observance of any rights, or remedies of Redeveloper, or any obligations, agreements, or covenants of Caldwell under this Redevelopment Agreement.

(C) Specific Performance

(i) If so desired by the non-defaulting Party, the non-defaulting Party shall have the right to cause a court of competent jurisdiction to order the defaulting Party to specifically perform the action or actions which gave rise to the Event of Default.

(D) Use of Documents - Redeveloper hereby agrees that Caldwell may use all documents filed or prepared by Redeveloper in support of the Project, including but not limited to the Governmental Applications, to complete the Project following an Event of Default caused by Redeveloper, without cost to or liability to Caldwell.

9.04 No Waiver Due To Failure or Delay in Exercising Rights

(A) Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

9.05 Remedies Cumulative

(A) No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 10: COMPLETION OF PROJECTS

10.01 Completion of Projects (Or Phases Thereof)

(A) The Parties acknowledge that the implementation of the Project on a development parcel larger than five acres may be done in multiple phases. References to a “phase” of a Project, shall mean a portion of the Project which is capable of independent operation (vis-à-vis the remainder of the Project). Redeveloper agrees that the expeditious completion of each phase is of critical concern to Caldwell, and Redeveloper agrees to abide by the Development Density obligations set forth in Article 6, if applicable to this Project.

10.02 Certificate of Occupancy and Certificate of Completion

(A) A Certificate of Occupancy for the Project or any phase thereof can be obtained regardless of whether Caldwell shall have issued a Certificate of Completion for such Project or phase so long as such Project or such phase thereof shall meet Caldwell’s requirements for the issuance of the

11.02 First Source Employment

(A) Redeveloper shall make good faith efforts to employ and shall provide in its contracts with its contractors and subcontractors that they must make good faith efforts to employ residents of Caldwell in the construction of the Project. To the greatest extent feasible, Redeveloper shall ensure that residents of Caldwell are employed in the construction and operation of the Project. Redeveloper agrees to cooperate with Caldwell or its designee in developing a plan to coordinate training programs and employment recruitment efforts for Caldwell residents. Redeveloper will cooperate with efforts to recruit Caldwell residents for all employment opportunities in connection with the Project, including participation in Caldwell job fairs or similar events. Redeveloper agrees to meet with appropriate Caldwell officials to determine the status of recruitment and training efforts, and to plan future employment training and recruitment activities. All contracts entered into by Redeveloper for the construction of the Project shall contain appropriate language to effectuate this provision. Redeveloper shall submit quarterly reports to Caldwell regarding compliance with this Section. In addition, Redeveloper agrees that it shall include within its contracts with contractors and subcontractors the right for Redeveloper to terminate such contracts if the contractors and subcontractors are not in compliance with this Section.

11.03 Affirmative Action

(A) In addition to the requirements stated earlier in this Article, Redeveloper, during the construction of the Project covenants that it will comply with, and shall provide in its contracts with its contractors and subcontractors, the following:

(i) When hiring workers in each construction trade, or when engaging contractors, Redeveloper agrees to use its good faith efforts to employ Caldwell residents at a rate of 20% of all construction jobs. With respect to all permanent jobs created by the Project, Redeveloper agrees to use its good faith efforts to employ Caldwell residents at a rate of 20% of all jobs created.

(ii) Redeveloper will undertake a program of local preference to facilitate entering into contracts with and/or purchasing good and services from local merchants and businesses located within Caldwell.

(iii) Redeveloper shall at all times conform to the laws, regulations, policies of the Federal government, the State Government, and other governmental bodies with jurisdiction with respect to affirmative action and equal employment opportunities requirements.

11.04 Reporting

(A) Redeveloper and its contractors and subcontractors shall submit periodic reports regarding their compliance with this Article as Caldwell may reasonably require.

ARTICLE 12: ROHIBITION AGAINST ASSIGNMENT AND TRANSFER

12.01 Prohibition Against Transfers of Interests

(A) Redeveloper recognizes the importance of the Project to the general welfare of Caldwell and

(i) To an urban renewal corporation duly formed in accordance with the Tax Exemption Law and controlled by Redeveloper; or

(ii) To a mortgage or related security granted by Redeveloper for the purpose of obtaining the financing necessary to enable Redeveloper to perform its obligations under this Agreement with respect to implementation of the Project; or

(iii) For any other liens or encumbrances granted by Redeveloper for the purpose of financing costs associated with the development, construction, and marketing of the Project. With respect to any of the transfers listed in this Section 12.03, Redeveloper shall provide to Caldwell written notice at least fifteen (15) days prior to such transfer, which notice shall include a description of the nature of such transfer, and the name(s) and address(es) of the transferee(s) and any parties, individuals and/or entities that are party to such transfer.

12.04 Prohibition Against Speculative Development

Because of the importance of the development of the Project to the general welfare of the Caldwell, Redeveloper represents and agrees that Redeveloper's undertakings pursuant to this Agreement are, and will be used, for the purpose of the implementation of the Project and not for speculation or any other purpose.

12.05 Information As To Ownership Of Redeveloper

(A) In order to assist in the effectuation of the purpose of this Article 12, Redeveloper agrees that during the period between the execution of this Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion:

(i) Redeveloper will notify Caldwell in writing of any and all changes whatsoever in the ownership of any interest in Redeveloper, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information, with such notice to be provided within seven (7) days after the time that the change took place; and

(ii) Redeveloper shall, at such time or times as Caldwell may reasonably request, but not more than once per quarter, furnish Caldwell with a complete statement subscribed and sworn to by a managing member of Redeveloper, setting forth a list of all owners of equity interests of Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in Redeveloper's entity, their names and the extent of such interest.

12.06 Approval Of Mortgages

(A) At any time that Redeveloper proposes to enter into a mortgage that would encumber the Redeveloper Property in any way, Redeveloper shall request approval of such action by the Caldwell in writing in advance of the execution of such mortgage. Caldwell agrees that its approval shall not be unreasonably withheld. Execution of any mortgage by the Redeveloper that

be deemed to relieve Redeveloper from any obligations under this Agreement. In addition, in the event of any attempted sale, transfer, conveyance or assignment of the ownership of Redeveloper or of the Redeveloper Property in violation of the restrictions in this Agreement, Caldwell shall be entitled to the ex parte issuance of an injunction restraining such sale, transfer, conveyance or assignment, and the award of legal fees and related expenses of Caldwell in connection with any such legal action.

ARTICLE 13: FORCE MAJEURE

13.01 Force Majeure

(A) Neither Caldwell nor the Redeveloper shall be considered in breach of, or in default of, its obligations in the event any delay in the performance of such obligations is because of (i) delays in the issuance of any Federal or State Governmental Approvals needed for the Project not due to the actions or inactions of the Redeveloper, (ii) litigation filed by unaffiliated third parties challenging any Governmental Approvals issued for the Project, and (iii) acts of God, acts of the public enemy, fires, floods, epidemics, strikes, energy shortages, embargoes, severe weather, or delays of subcontractors because of any of the foregoing causes. In the event of the occurrence of any such delay, the time or times for performance of the obligations of Caldwell or the Redeveloper shall be extended by the period of the delay.

ARTICLE 14: NOTICES AND DEMANDS

14.01 Notices And Demands

(A) A notice, demand or other communication under this Agreement by any Party to the other shall be deemed to be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the other Party at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any Party may, from time to time, designate in writing and forward to the other Party.

(I) Notice To Caldwell:

Borough of Caldwell
1 Provost Square
Caldwell, NJ 07006
Attn: Brittany Heun, Deputy Clerk

With copies to :

Borough Attorney
XXX
YYY

TABLE OF EXHIBITS

EXHIBIT A-1	Redeveloper Property
EXHIBITS A-2	Metes and Bounds Descriptions
EXHIBIT B-1	Conditions Precedent
EXHIBIT B-2	Permitted Interim Uses
EXHIBIT B-3	Permitted Permanent Uses
EXHIBIT B-4	Maximum Height and Bulk
EXHIBIT B-5	Narrative Project Description
EXHIBIT B-6	Concept Plan
EXHIBIT C	Development Schedule
EXHIBIT D	Redeveloper Structure and Ownership
EXHIBIT E	Redevelopment Fees
EXHIBIT F	Development Density Obligations
EXHIBIT G	Equal Opportunity Employment
EXHIBIT H	Form of Escrow Agreement

Exhibit A-2

PARCEL A
METES AND BOUNDS DESCRIPTION

EXHIBIT B-1

CONDITIONS PRECEDENT

(This should list the events that are required and the deadlines for such events to take place)

Exhibit B-2

PERMITTED INTERIM USES

(This should recite what interim uses are permitted, the duration for which they may be in place and any other restrictions that are necessary. This may be more restrictive than the Plan.)

EXHIBIT B-4

EXHIBIT B-4

MAXIMUM HEIGHT AND BULK

MAXIMATIVE PROJECT DESCRIPTION

(This should set forth the maximum permitted height and bulk, which may be less than permitted by the Plan.)

type of parking facilities and other pertinent information

EXHIBIT B-6

CONCEPT PLAN

(This should consist of a drawing or drawings depicting the expected character of the Project.)

EXHIBIT F

DEVELOPMENT DENSITY OBLIGATIONS

<u>Required Development Density</u>	<u>Milestone</u>	<u>Date for Completion</u>
-------------------------------------	------------------	----------------------------

Site Plan Approval

All Governmental Approvals

Commencement of Construction

Certificate of Occupancy

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

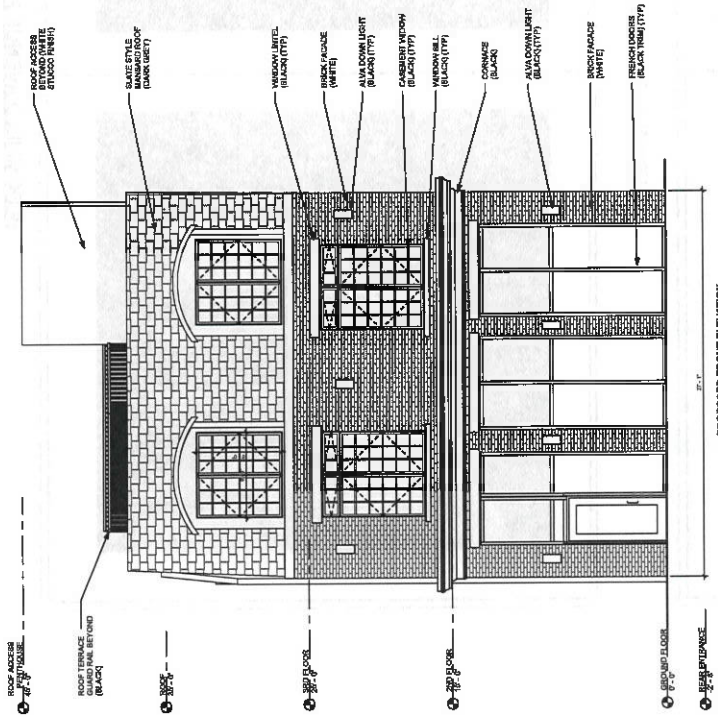
The Contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Exhibit 10

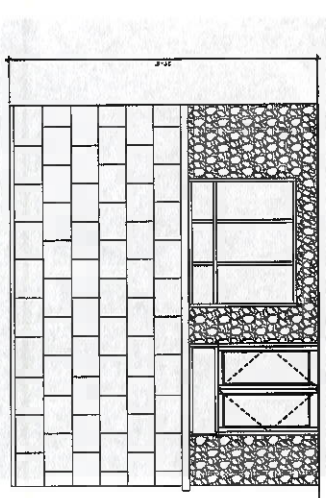
REDEVELOPER STRUCTURE AND OWNERSHIP

1. The legal name of the Redeveloper is 358 Bloomfield Avenue, LLC;
2. The Redeveloper is a limited liability company;
3. The Redeveloper has not been approved to operate as an “urban renewal entity” pursuant to the terms of N.J.S.A. 40A:20-5;
4. Ownership:

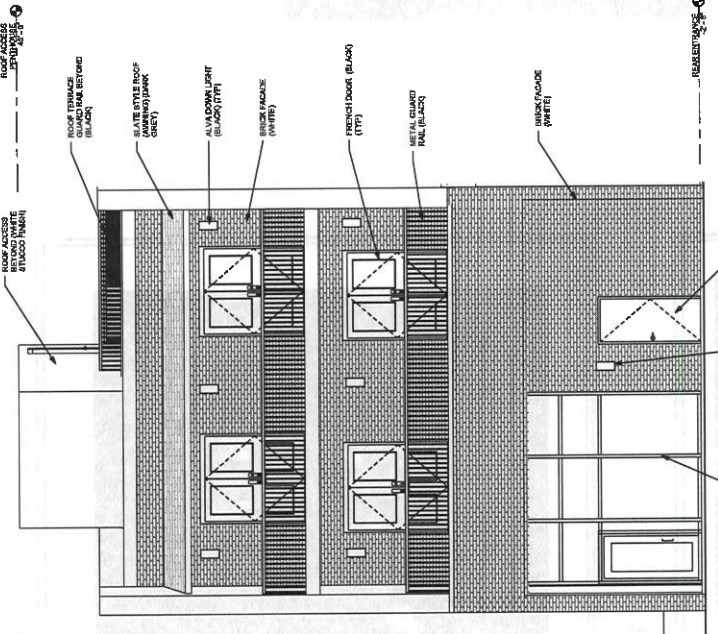
Name	Home address	% Owned
Arkadiusz Baginski	14 Boxwood Drive, Fairfield, N.J. 07004	70%
Luigi Colella	6 Park Lane, Oak Ridge, N.J. 07438	30%



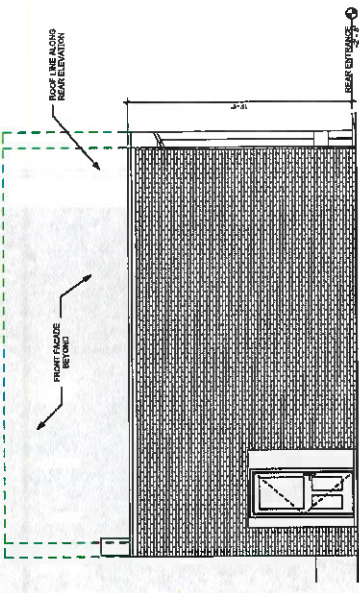
③ PROPOSED FRONT ELEVATION
1/4" = 1'-0"



① EXISTING FRONT ELEVATION
1/4" = 1'-0"



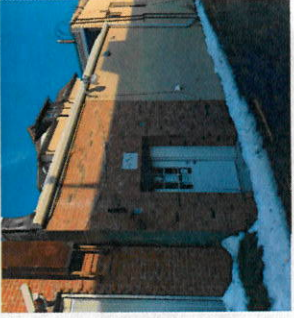
② PROPOSED REAR ELEVATION
1/4" = 1'-0"



④ EXISTING REAR ELEVATION
1/4" = 1'-0"



EXISTING FRONT FACADE



EXISTING REAR FACADE

REVISION	DESCRIPTION	DATE	BY

356 BLOOMFIELD AVENUE, LLC.
 356 BLOOMFIELD AVENUE
 BLOCK 62 LOT 25-31
 ESSEX COUNTY NEW JERSEY

ELEVATIONS

J. MICHAEL PETRY - ARCHITECT
 157 PARKWAY AVENUE • FARRISBURG • NEW JERSEY 07941
 TEL: 908-345-0000 • FAX: 908-345-0001

J. MICHAEL PETRY-AIA
 157 PARKWAY AVENUE, SUITE 100
 FARRISBURG, NJ 07941

Scale: 1/4" = 1'-0"
 Date: 11.10.2021
 Sheet: A-201

COURTESY OF THIS DOCUMENT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

358 BLOOMFIELD AVENUE, LLC

October 24, 2022

VIA HAND DELIVERY and EMAIL

Honorable John Kelley
Mayor, Borough of Caldwell
1 Provost Square
Caldwell, N.J. 07006

Re.: 358 Bloomfield Avenue, LLC
Redevelopment Application

Dear Mayor Kelley:

I am the Managing Member of 358 Bloomfield Avenue, LLC, the owner of 358 Bloomfield Avenue, Caldwell.

Members of the Council requested confirmation that 358 Bloomfield Avenue, LLC is current on all obligations to the borough on the subject property as well as on all other properties owned within the Borough, including taxes, water and sewer payments, on special assessments (if any) and on any other financial obligations to the Borough.

Attached as Exhibit 1 please find the following printouts from the Borough's online tax/utility system for 358 Bloomfield Avenue showing both taxes and water/sewer are current. The taxes due November 1, 2022 will be timely paid.

I am also the Managing Member of 8 Personette Street, LLC, the owner of a 7-unit apartment building located at 8 Personette Street. Please find attached as Exhibit 2 printouts from the Borough's online tax/utility system for 8 Personette Street. The taxes are current and will be timely paid on November 1, 2022.

The water/sewer accounts are a bit more complicated: the account numbers for units 3 and 6 on Exhibit 2 show delinquencies for the tenant accounts. Both were paid by the LLC and I have attached receipts for the payments as Exhibit 3.

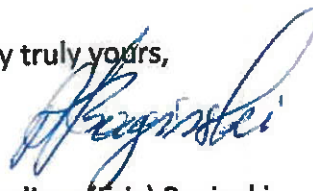
Please be advised that neither 358 Bloomfield Avenue nor 8 Personette Street have been the subject of any violations or fines of any kind.

Finally, there was some concern by the Council regarding parking for the 5 anticipated tenants at 358 Bloomfield Avenue. As part of the application to the Planning Board, I will apply to the Borough to obtain overnight parking permits for the spaces required at a Municipal Parking Facility.

If the council requires any additional information, I am happy to provide it.

Thank you,

Very truly yours,



Arkadiusz (Eric) Baginski

15 Fairfield Place
West Caldwell, N.J. 07006

Phone (973) 575-5200
Fax (973) 575-5210
Eric@arcorooft.com

EXHIBIT 1



Block/Lot/Qual: 16. 3.	Tax Account Id: 288
Property Location: 8 PERSONETTE ST	Property Class: 4C - Apartment
Owner Name/Address: 8 PERSONETTE STREET LLC C/O ARCO CO	Land Value: 329,100
15 FAIRFIELD RD	Improvement Value: 1,543,500
WEST CALDWELL, NJ 07006	Exempt Value: 0
	Total Assessed Value: 1,872,600
	Additional Lots: None
Special Taxing Districts:	Deductions:

Balance Includes any Adjustments to Your Account

Taxes **Utilities**

Make a Payment		View Tax Rates	View Current Bill	Project Interest				
Year	Due Date	Type	Orig Billed	Adj Billed	Balance	Interest	Total Due	Status
2023	02/01/2023	Tax	14,152.18	0.00	14,152.18	0.00	14,152.18	OPEN
2023	05/01/2023	Tax	14,152.17	0.00	14,152.17	0.00	14,152.17	OPEN
	Total 2023		28,304.35	0.00	28,304.35	0.00	28,304.35	
2022	02/01/2022	Tax	13,473.36	0.00	0.00	0.00	0.00	PAID
2022	05/01/2022	Tax	13,473.36	0.00	0.00	0.00	0.00	PAID
2022	08/01/2022	Tax	14,456.47	0.00	0.00	0.00	0.00	PAID
2022	11/01/2022	Tax	15,205.51	0.00	15,205.51	0.00	15,205.51	OPEN
	Total 2022		56,608.70	0.00	15,205.51	0.00	15,205.51	
2021	02/01/2021	Tax	4,293.50	8,828.75	0.00	0.00	0.00	PAID
2021	05/01/2021	Tax	4,293.49	8,828.75	0.00	0.00	0.00	PAID
2021	08/01/2021	Tax	13,290.78	0.00	0.00	0.00	0.00	PAID
2021	11/01/2021	Tax	14,358.16	0.00	0.00	0.00	0.00	PAID
	Total 2021		36,235.93	17,657.50	0.00	0.00	0.00	
Last Payment: 07/11/22								

[Return to Home](#)

EXHIBIT 2



Block/Lot/Qual: 16. 3.	Tax Account Id: 288
Property Location: 8 PERSONETTE ST	Property Class: 4C - Apartment
Owner Name/Address: 8 PERSONETTE STREET LLC C/O ARCO CO 15 FAIRFIELD RD WEST CALDWELL, NJ 07006	Land Value: 329,100 Improvement Value: 1,543,500 Exempt Value: 0 Total Assessed Value: 1,872,600 Additional Lots: None Deductions:
Special Taxing Districts:	

Balance Includes any Adjustments to Your Account

Taxes Utilities

Click on the Utility Account Id to see more information or to make a payment.

Account	Service	Due Date	Current Bill	Current Balance	Delinquent Balance	Interest	Total
14015520-0	Water	11/01/2022	139.22	0.00	0.00	0.00	0.00
	Sewer	11/01/2022	25.00	0.00	0.00	0.00	0.00
	Account Total		164.22	0.00	0.00	0.00	0.00
14015520-1	Water	11/01/2022	169.45	169.45	0.00	0.00	169.45
	Sewer	11/01/2022	40.91	40.91	0.00	0.00	40.91
	Account Total		210.36	210.36	0.00	0.00	210.36
14015520-2	Water	11/01/2022	115.00	115.00	0.00	0.00	115.00
	Sewer	11/01/2022	64.16	64.16	0.00	0.00	64.16
	Account Total		179.16	179.16	0.00	0.00	179.16
14015520-3	Water	11/01/2022	178.18	178.18	187.18	18.72	384.08
	Sewer	11/01/2022	130.55	130.55	94.61	9.46	234.62
	Account Total		308.73	308.73	281.79	28.18	618.70
14015520-4	Water	11/01/2022	111.31	111.31	0.00	0.00	111.31
	Sewer	11/01/2022	49.82	49.82	0.00	0.00	49.82
	Account Total		161.13	161.13	0.00	0.00	161.13
14015520-5	Water	11/01/2022	182.32	0.00	0.00	0.00	0.00
	Sewer	11/01/2022	74.12	0.00	0.00	0.00	0.00
	Account Total		256.44	0.00	0.00	0.00	0.00
14015520-6	Water	11/01/2022	25.09	25.09	25.00	2.50	52.59
	Sewer	11/01/2022	59.57	59.57	25.00	2.50	87.07
	Account Total		84.66	84.66	50.00	5.00	139.66
14015520-7	Water	11/01/2022	109.87	109.87	0.00	0.00	109.87
	Sewer	11/01/2022	40.70	40.70	0.00	0.00	40.70
	Account Total		150.57	150.57	0.00	0.00	150.57
Grand Total			1,504.27	1,094.61	331.79	33.18	1,459.58

[Return to Home](#)

EXHIBIT 3

William La Tourette

From: Aneta Puzio
Sent: Friday, October 21, 2022 2:11 PM
To: William La Tourette
Subject: FW: Payment Confirmation

From: donotreply@link2gov.com <donotreply@link2gov.com>
Sent: Friday, October 21, 2022 2:09 PM
To: Aneta Puzio <aneta@arcorooof.com>
Subject: Payment Confirmation

Thank you for submitting your payment using the FIS payment solution. This e-mail will serve as confirmation that your payment was received and will be credited to your account after it has cleared your financial institution. There may be a fee for any rejected payments. The transaction information is listed below:

Receipt Number: 3838298073
Payment Amount: \$620.65
Merchant Specific: 14015520-3
Property Location: 8 PERSONETTE ST
Owner Name: 8 PERSONETTE STREET LLC C/O ARCO CO
Transaction Date/Time: 10/21/2022 01:08 PM

William La Tourette

From: Aneta Puzio
Sent: Friday, October 21, 2022 2:11 PM
To: William La Tourette
Subject: FW: Payment Confirmation

From: donotreply@link2gov.com <donotreply@link2gov.com>
Sent: Friday, October 21, 2022 2:10 PM
To: Aneta Puzio <aneta@arcorroof.com>
Subject: Payment Confirmation

Thank you for submitting your payment using the FIS payment solution. This e-mail will serve as confirmation that your payment was received and will be credited to your account after it has cleared your financial institution. There may be a fee for any rejected payments. The transaction information is listed below:

Receipt Number:	3838298230
Payment Amount:	\$141.61
Merchant Specific:	14015520-6
Property Location:	8 PERSONETTE ST
Owner Name:	8 PERSONETTE STREET LLC C/O ARCO CO
Transaction Date/Time:	10/21/2022 01:10 PM



BOROUGH OF CALDWELL

Resolution No: 10-234

Date of Adoption: October 25, 2022

TITLE:

RESOLUTION AUTHORIZING THE PAYMENT OF THE CALDWELL POLICE DEPARTMENT'S PORTION OF THE COST FOR MIGRATING THEIR COMPUTER-AIDED DISPATCH SYSTEM WITH THE NORTH CALDWELL POLICE DEPARTMENT FOR THE PURPOSE OF JOINT DISPATCHING

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Caldwell Police Department needs to migrate their current Computer-Aided Dispatch ("CAD") system into one cohesive system, with the North Caldwell Police Department for the purpose of Joint Dispatching; and

WHEREAS, the migration process has a cost of \$10,000.00 which will be split between the Caldwell Police Department and the North Caldwell Police Department, so the Caldwell Police Department is responsible for paying \$5,000.00.

WHEREAS, the Joint Dispatching between the Caldwell Police Department and the North Caldwell Police Department will take effect January 1, 2023, so the migration of the CAD system will need to take place beforehand.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Caldwell that the Borough Administrator is hereby authorized to execute payment for \$5,000.00, for the Caldwell Police Department's portion of the cost of migrating their CAD system into one system with the North Caldwell Police Department.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

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

DePalma-Iozzi					Lace				
Gates					Buechner				
Cole					Alonso				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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



ENFORSYS THREE-YEAR COMBINED SINGLE PAYOR MAINTENANCE PROPOSAL FOR THE NORTH CALDWELL POLICE DEPARTMENT, THE ESSEX FELLS POLICE DEPARTMENT AND THE CALDWELL POLICE DEPARTMENT

October 12, 2022

Current Annual Maintenance and Status (all have a January 1st start)

North Caldwell PD:	\$6,615(2022 paid)
Essex Fells PD :	\$6,600 (2022 paid)
Caldwell PD:	\$8,700 (2022 \$2175 outstanding)

Proposal

Enforsys proposes to provide the above police departments with a combined single- payor three-year extension of the existing maintenance agreements with all customers at the following transfer and implementation fee and annual maintenance fees, with payment to be made by the North Caldwell Police Department:

Implementation Fee:	\$10,000
<ul style="list-style-type: none">• Transfer Caldwell PD production database to North Caldwell site• Configure North Caldwell CAD/RMS system and database to dispatch Caldwell PD calls• Configure North Caldwell RMS system for Caldwell PD users, reports and associated features and functions• Update Caldwell client application connections to North Caldwell system• Perform full QA of system, application, and interfaces	

Annual Maintenance 2023(January start):	
2023:	\$20,000
2024:	\$20,000
2025	\$20,000
(Option to extend to Year 4 at no greater than a 3% increase)	

NOTE: After implementation, all three departments will be on one multi-jurisdictional database hosted by the North Caldwell Police Department. Caldwell PD's database will be moved to the North Caldwell as a legacy database along with the existing SE database. At time of implementation, data sharing will be determined between all three departments.



BOROUGH OF CALDWELL
NEW JERSEY

Resolution No: 10-235
Date of Adoption: October 25, 2022

TITLE:

RESOLUTION AUTHORIZING REFUNDS, OVERPAYMENTS OR CANCELLATION IN THE TAX OFFICE

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, there appears on the tax records overpayments or otherwise as shown below; and

WHEREAS, the overpayments were created by the reasons indicated below, and the Collector of Taxes recommends the refund or transfers of such overpayments;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Caldwell that the proper officers be and they are hereby authorized and directed to transfer funds or issue checks refunding such overpayments as hereafter shown below:

CODE OF REASONS

- 1. Incorrect Payment-Refund
2. Duplicate Payment-Refund
3. Vets, Senior Citizen, Exempt Prop Refund/Allow
4. Apply Overpayment to Next Year
5. Cancellation of Balance of Less than \$10.00
6. Assessment Changes
7. Tax Appeal
8. Overpayment-Refund
9. Tax Title Lien Redemption
10. Homestead Rebate/NJ Saver
11. Apply Overpayment to Current Year
12. Cancellation of Credit of Less than \$10.00
13. Cancellation of Taxes
14. Other - Cancellation of Credit Balance over \$10.00

Table with 6 columns: Block, Lot Qual., Owner Name, Amount, Year, Reason. Row 1: 36.01, 9.10, CHA, ELIOT, \$1261.45, 2022, 8

Make Payable to Eliot Cha
36 Espy Road, Unit 9B
Caldwell, NJ 07006

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.

Table with 3 columns: Line-Item, Description, Amount. Row 1: 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. Rows include DePalma-Iozzi, Gates, Cole, Lace, Buechner, Alonso.

Brittany Heun, Deputy Clerk

John Kelley, Mayor

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

Brad Taylor

From: Eliot Cha <eliotcha99@gmail.com>
Sent: Monday, October 3, 2022 1:20 PM
To: Brad Taylor
Subject: Re: 39 Espy Rd. Property Tax Credit

Yes, confirming request for reimbursement on the overpayment made on 8-2-2022 for 39 Espy RD Unit 9B.

On Mon, Oct 3, 2022 at 1:05 PM Brad Taylor <btaylor@caldwell-nj.com> wrote:

Okay just to confirm you are requesting reimbursement on the overpayment you made on 8-2-2022 for 39 Espy RD Unit 9B?

From: Eliot Cha <eliotcha99@gmail.com>
Sent: Monday, October 3, 2022 1:01 PM
To: Brad Taylor <btaylor@caldwell-nj.com>
Subject: 39 Espy Rd. Property Tax Credit

Hi Brad,

Sending over my email regarding the 39 Espy Road property tax credit reimbursement. Whenever you find out when I can expect to see the reimbursement, if you could please let me know I would greatly appreciate it!

Thank you for all your help!

Eliot Cha