



BOROUGH OF CALDWELL
NEW JERSEY



COUNCIL BUSINESS
MEETING June 5, 2014

Caldwell Borough Hall
1 Provost Square Caldwell,
New Jersey 07006 7:00pm



Council Chambers
1 Provost Square Caldwell, NJ

Borough of Caldwell Council Business Meeting

AGENDA

Phone: (973) 226-6100
Website: www.caldwell-nj.com

June 5, 2014 / 7:00PM

MAYOR
Ann Dassing

BOROUGH COUNCIL
Richard Hauser - President
Thomas O'Donnell
John Kelley
Frank Rodgers
Edward Durkin
Pasquale Capozzoli

CALL TO ORDER

Honorable Ann Dassing, Mayor of the Borough of Caldwell Presiding

Roll Call
Statement of Compliance w/ Open Public Meetings Act
Pledge of Allegiance to the Flag

APPROVAL OF MINUTES

May 20, 2014

PUBLIC HEARING AND ADOPTION OF ORDINANCES

- ORDINANCE# 1291-14:** AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL MAKING THE PROVISIONS OF SUBTITLE ONE OF TITLE 39 OF THE NEW JERSEY STATUTES APPLICABLE TO CERTAIN ROADWAYS, DRIVEWAYS AND PUBLIC AREAS WITHIN THE BOROUGH
- ORDINANCE #1292-14:** AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION GOVERNING VEHICLES AND TRAFFIC

OPEN PUBLIC COMMENTS ON RESOLUTIONS

Members of the public are invited to comment at this time on any resolution.

RESOLUTIONS - CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council request specific items to be removed for separate action.

| | |
|-------|---|
| 6-129 | AUTHORIZING THE ISSUANCE OF A PERMIT FOR PEDDLER LICENSE OR IN ACCORDANCE WITH APPLICATION FILED. APPLICANT AND APPLICATION HAS BEEN APPROVED BY THE POLICE DEPARTMENT AND THE BOROUGH CLERK'S OFFICE – Said Elsayed, 1084 Main Street, Paterson, NJ |
| 6-130 | DISPOSAL OF OBSOLETE BOROUGH OF CALDWELL VEHICLES |
| 6-131 | AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 12-00010 BLOCK 38, LOT 6.01 |
| 6-132 | AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00008 BLOCK 29, LOT 22 |
| 6-133 | AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR DESIGN, BIDDING, AND CONSTRUCTION RELATED SERVICES FOR THE ELIZABETH STREET WATER MAIN REPLACEMENT PROJECT FOR A LUMP SUM COST OF \$9,800 FOR DESIGN SERVICES AND A NOT TO EXCEED FEE OF \$16,200 FOR CONSTRUCTION-RELATED SERVICES |



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| | |
|-------|---|
| 6-134 | RESOLUTION BY THE CALDWELL GOVERNING BODY SUPPORTING THE ADOPTION OF "IDLE FREE ZONES" BY GOVERNMENT AGENCIES, SCHOOLS, BUSINESSES, AND OTHER ORGANIZATIONS |
| 6-135 | RESOLUTION SUPPORTING THE CALDWELL ENVIRONMENTAL COMMISSION AS THE OFFICIAL GREEN TEAM FOR THE SUSTAINABLE JERSEY MUNICIPAL PROGRAM |

COUNCIL COMMITTEE REPORTS *Borough Council Members*

1. Councilman O'Donnell
2. Council President Hauser
3. Councilman Rodgers

REPORT OF MAYOR *Mayor Dassing*

REPORT OF ATTORNEY *Gregory Mascera*

NEW BUSINESS

REPORT OF ESSEX COUNTY LIASSON *James Jude Jorgensen, QPA*

OPEN PUBLIC MEETING

Members of the public are invited to comment at this time on any issues, whether or not on the agenda

EXECUTIVE SESSION *Closed Session*

BE IT HEREBY RESOLVED in accordance with the provisions of N.J.S.A. 10:12 and 13, the public shall be excluded from the Executive Session of the Governing Body which is being held for the discussion of the following subject matters: 1. Pending or anticipated litigation or contract negotiation; 2. Personnel matters; 3. This Executive Session shall continue for an indefinite period of time and upon termination of the Executive Session, the Governing Body may choose to resume the public portion of the meeting. The discussion, which shall be conducted in closed session, shall be disclosed upon termination of litigation or contractual matter, upon resolution of the personnel matter with consent of said person or persons and as provided by N.J.S.A. 4-12 but in no case later than two (2) years from this date. These minutes shall be available as soon as the matter is resolved or not later than two years hence.



Council Chambers
1 Provost Square Caldwell, NJ

Borough of Caldwell Council Business Meeting

AGENDA

Phone: (973) 226-6100
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MAYOR
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BOROUGH COUNCIL
Richard Hauser - President
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Frank Rodgers
Edward Durkin
Pasquale Capozzoli

ADJOURNMENT

Additional items may be added to this agenda. Final action may be taken on all matters listed or added to this agenda. This agenda was prepared as of 6/3/2014 with all available information as of this date. This agenda has been sent to four official newspapers of the Borough on 6/3/2014 in compliance with P. L. 1975, c 213

Lisa O'Neill, Deputy Clerk.

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – May 20, 2014**

The council Business meeting of the Borough Council of the Borough of Caldwell was called to order in the Council Chambers at 7:04PM

PRESENT: Mayor Dassing, Councilman Kelley, Durkin, Rodgers and Capozzoli

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

ABSENT: Council President Hauser and Councilman O'Donnell

Adequate notice of this Council Business/Conference meeting was given on January 1, 2014. Notice was posted on the bulletin board on the first floor of the Borough Hall, One Provost Square, Caldwell, New Jersey. Official newspapers of the Borough were notified of this meeting by mail. Notice was posted and all persons requesting notice were sent same.

APPROVAL OF MINUTES:

May 6, 2014

Moved by Councilman Capozzoli, seconded by Councilman Durkin. No Discussion. On roll call, all present voted in the affirmative. Minutes approved 05/20/14.

INTRODUCTION OF ORDINANCE:

ORDINANCE# 1293-14: AN ORDINANCE AMENDING CHAPTER 164 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION TITLED "PEACE AND GOOD ORDER"

Moved by Councilman Kelley, seconded by Councilman Rodgers. No Discussion. On roll call, all present voted in the affirmative. Ordinance Introduced 05/20/14.

ORDINANCE# 1294-14: CALENDAR YEAR 2014 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 45.14)

Moved by Councilman Durkin, seconded by Councilman Rodgers. No Discussion. On roll call, all present voted in the affirmative. Ordinance Introduced 05/20/14.

OPEN PUBLIC COMMENTS ON RESOLUTIONS:

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

RESOLUTIONS – CONSENT AGENDA

5-119: AUTHORIZING THE APPOINTMENT OF RALPH FERRARO AS A SUBSTITUTE CROSSING GUARD IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$16.00 PER HOUR

5-120: AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00015 BLOCK 49, LOT 8

5-121: AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 11-00007 BLOCK 17, LOT 9

5-122: AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH MAY 20, 2014 FOR 2013/2014 BILLS IN THE TOTAL AMOUNT OF \$4,771,945.24

5-123: RESOLUTION APPROVING A CONTRACT BETWEEN THE BOROUGH OF CALDWELL AND THE TOWNSHIP OF VERONA – SUMMER SWIM TEAM 2014

5-124: AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR DESIGN, BIDDING, AND CONSTRUCTION RELATED SERVICES FOR THE ERWIN PLACE WATER MAIN REPLACEMENT PROJECT

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – May 20, 2014**

5-125: RESOLUTION TO CANCEL GENERAL CAPITAL BALANCES

5-126: RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF CALDWELL, ESSEX COUNTY, NEW JERSEY TO APPROVE AN EMERGENCY WATER SERVICE REPAIR FOR AN AMOUNT OF \$5,693.00

5-127: RESOLUTION JOINING WITH THE NEW JERSEY LEAGUE OF MUNICIPALITIES IN CALLING ON ELECTED OFFICIALS SERVING NEW JERSEY AT ALL LEVELS OF GOVERNMENT TO WORK IN CONCERT TO PROMOTE THE PRESERVATION, GROWTH AND DEVELOPMENT OF OUR NEW JERSEY MILITARY FACILITIES

5-128: RESOLUTION AUTHORIZING AN AGREEMENT WITH THE LAND CONSERVANCY OF NEW JERSEY TO DEVELOP AN ENVIRONMENTAL RESOURCE INVENTORY FOR THE BOROUGH OF CALDWELL FOR AN AMOUNT OF \$10,000 TO BE FUNDED WITH THE BOROUGH'S OPEN SPACE TRUST FUND

CONSENT

Moved by Councilman Kelley, seconded by Councilman Rodgers. No Discussion. On roll call, all present voted in the affirmative. Resolutions approved 05/20/14.

INTRODUCTION OF THE 2014 MUNICIPAL BUDGET:

Introduction of the 2014 Municipal Budget – Borough of Caldwell

Paul Carelli reported that the budget that we are introducing represents a tax levy increase of \$61,626.00 which is a 0.9% tax levy increase which equates to the average home in Caldwell is a \$28.00 increase.

Mayor Dassing thanked Mr. Carelli and Chris Battaglia and everyone who worked hard to get us to where we are today.

Moved by Councilman Kelley, seconded by Councilman Capozzoli. Discussions Ensued. On roll call, Councilman Kelley, Rodgers, Durkin and Capozzoli voted in the affirmative. Council President Hauser and Councilman O'Donnell were absent. Budget Introduced 5/20/14.

Councilman Durkin reported that Caldwell College had their last graduation as Caldwell College it will now be called Caldwell University and he can proudly say that he graduated with his MBA on May 18th. The Police Department was there and they did a fantastic job managing over 2000 people and the Fire Department was there as well.

Mayor Dassing wished her Mom a Happy Birthday. The Mayor reported that she received a letter from the State of New Jersey; New Jersey Department of Transportation has awarded from their Municipal Aid program to Caldwell a sum of \$237,000 for Academy Road and Elizabeth Street this is a grant that we worked on and applied for last year.

REPORT OF ADMINISTRATOR:

Paul Carelli reported that our Council meeting will be on Thursday, June 5th. He thanked the Council for introducing the Municipal Budget.

We are putting the finishing touches on the performance reviews. We are working on finalizing the scoring.

He received preliminary numbers for the Brookside Avenue triangle for the re-design. Our Engineer said we are looking at about \$30,000 Engineering design fee and a project that will run somewhere between \$175,000 to \$200,000 which requires catch basin work, catch basin drainage and curbing.

He met with the West Caldwell Administrator to talk about the netting proposal at the Oval and we did get a proposal for the Engineering design and project management and we thought that was a little too high. We are working on that to have another quote hopefully by next meeting.

Part of what was done in introducing the Budget Resolution 5-125 we cancelled some capital balances this is the first step in finally cleaning up our old capital ordinances. He gave Council an ordinance that outlines the Capital projects that were given to the Council a month ago and it's put into ordinance form our Bond Council. For timing reasons, if the Council will be willing to introduce that it would help us because now that we have cancelled the balances we essentially don't have capital right now.

ORDINANCE #1295-14: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$1,539,900 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,149,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

Moved by Councilman Durkin, seconded by Councilman Kelley. Discussions Ensued. On roll call, all present voted in the affirmative. Ordinance Introduced 05/20/14.

**BOROUGH OF CALDWELL
COUNCIL BUSINESS/CONFERENCE MEETING
MINUTES – May 20, 2014**

Paul also reported that he has been approached about having summer hours. This would mean extending the hours by a ½ hour Monday – Thursday. The hours would be 8:30-5:00 and Friday is 8:30-1:00, starting Memorial Day to Labor Day. Council was in favor.

REPORT OF ESSEX COUNTY LIASSON:

James Jorgensen reported that it was the County Executive’s birthday on Saturday. He has done an incredible job with the Turtle Back Zoo. This was a zoo that was going to be shut down. The end result is spectacular.

OLD BUSINESS:

COUNTY OF ESSEX – Order to Implement a Municipal Wide Revaluation

OPEN PUBLIC MEETING:

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

Moved by Councilman Rodgers, seconded by Councilman Capozzoli to go into Executive Session.

Mayor Dassing read the following statement: BE IT HEREBY RESOLVED in accordance with the provisions of N.J.S.A. 10:12 and 13, the public shall be excluded from the Executive Session of the Governing Body which is being held for the discussion of the following subject matters: 1. Pending or anticipated litigation or contract negotiation; 2. Personnel matters; 3. This Executive Session shall continue for an indefinite period of time and upon termination of the Executive Session, the Governing Body may choose to resume the public portion of the meeting. The discussion, which shall be conducted in closed session, shall be disclosed upon termination of litigation or contractual matter, upon resolution of the personnel matter with consent of said person or persons and as provided by N.J.S.A. 4-12 but in no case later than two (2) years from this date. These minutes shall be available as soon as the matter is resolved or not later than two years hence. The Executive Session will be discussion of the Gleason Litigation.

The Executive Session was adjourned and upon a motion by Councilman Kelley, seconded by Councilman Capozzoli, the Council Business Conference Meeting was opened to the public and the press at 7:58PM

There being no additional business to be conducted a motion to adjourn the meeting was made by Councilman Rodgers, seconded by Councilman Kelley unanimously affirmed by all members present, the meeting was adjourned at 7:58P.M.

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

DATE



**BOROUGH OF CALDWELL
NEW JERSEY**



ORDINANCE# 1291-14

AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL MAKING THE PROVISIONS OF SUBTITLE ONE OF TITLE 39 OF THE NEW JERSEY STATUTES APPLICABLE TO CERTAIN ROADWAYS, DRIVEWAYS AND PUBLIC AREAS WITHIN THE BOROUGH

BE IT ORDAINED by the Council of the Borough of Caldwell as follows:

That Chapter 230 of the Code of the Borough of Caldwell, New Jersey be amended as herein set forth:

That Chapter 230 of the Code of the Borough of Caldwell, the Chapter Titled Vehicles and Traffic is modified as follows:

Add at Article VI, the following:

Section 230-49 NEW JERSEY STATUES TITLE 39 JURISDICTION

The governing body shall have the authority to provide that the provisions of Subtitle One of Title 39 of the revised statutes of New Jersey be made applicable to semi-public roads, streets, driveways and parking lots within the Borough.

The governing body shall, prior to determining whether to obtain Title 39 jurisdiction over any semi- public road, street, driveway or parking lot within the Borough at the request of the property owner of such road, street, driveway or parking lot, determine that obtaining such jurisdiction would be in the best interest of the Borough of Caldwell. In making its determination, the governing body shall consider the recommendation of the Borough Engineer who shall review all requests to the Borough and shall ensure that all requirements of New Jersey Law have been satisfied as a prerequisite for making an affirmative recommendation to the governing body. The governing body also shall consider the recommendation of the Chief of Police, who shall ensure that, as a prerequisite to making an affirmative recommendation to the governing body, jurisdiction shall promote the public health, safety, and welfare.

DATE OF FIRST READING: May 6, 2014
DATE OF PUBLICATION: May 15, 2014
MOVED:
SECOND:

DATE OF SECOND READING: June 3, 2014
DATE OF ADOPTION: June 3, 2014
MOVED:
SECONDED:

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

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



**BOROUGH OF CALDWELL
NEW JERSEY**



ORDINANCE# 1292-14

AN ORDINANCE AMENDING CHAPTER 230 OF THE CODE OF THE BOROUGH OF CALDWELL, BEING THE SECTION GOVERNING VEHICLES AND TRAFFIC

BE IT ORDAINED by the Council of the Borough of Caldwell as follows:

That Chapter 230, Section 59 of the Code of the Borough of Caldwell, New Jersey, "Schedule VIII: Stop Intersections" be amended as herein set forth:

Chapter 230, the Chapter governing Vehicles and Traffic is amended as follows so as include additional stop intersections:

Amend Section 59, Article VIII, Stop Intersections, by including in said Section the following:

- | | |
|-------------------------|---|
| Stop Sign On | Intersection |
| Fells Manor Road | Beekman Hill Road and Fells Manor Road |
| Fells Manor Road | Ryerson Avenue and Fells Manor Road |

- All Ordinances and/or Resolutions of the Borough of Caldwell, which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
- If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.
- This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

| | |
|------------------------------------|--------------------------------------|
| DATE OF FIRST READING: May 6, 2014 | DATE OF SECOND READING: June 3, 2014 |
| DATE OF PUBLICATION: May 15, 2014 | DATE OF ADOPTION: June 3, 2014 |
| MOVED: | MOVED: |
| SECONDED: | SECONDED: |

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

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



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-129

Date of Adoption: June 5, 2014

TITLE:

AUTHORIZING THE ISSUANCE OF A PERMIT FOR PEDDLER LICENSE OR IN ACCORDANCE WITH APPLICATION FILED. APPLICANT AND APPLICATION HAS BEEN APPROVED BY THE POLICE DEPARTMENT AND THE BOROUGH CLERK’S OFFICE – Said Elsayed, 1084 Main Street, Paterson, NJ

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey that they do hereby approve the application for issuance of an peddler license permit to Said Elsayed, 1084 Main Street, Paterson, NJ in accordance with the application filed. Applicant and application has been investigated and approved by the Police Department and the Borough Clerk’s office.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-130

Date of Adoption: June 5, 2014

TITLE:

DISPOSAL OF OBSOLETE BOROUGH OF CALDWELL VEHICLES

WHEREAS, the Borough Administrator has advised the Borough Council that there are obsolete Borough of Caldwell vehicles that are no longer needed for public use; and

WHEREAS, N.J.S.A. 40A:11-36 authorizes the disposition of personal property not needed for public use without public sale when the fair market value of the property is less than \$3,750.00; and

WHEREAS, the Borough of Caldwell vehicles being disposed of below, have a value of less than \$3,750.00; and

WHEREAS, it is in the best interest of the Borough of Caldwell to dispose of said equipment.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Caldwell that the obsolete Borough of Caldwell vehicles referenced by the Borough Administrator are no longer needed for public use by the Borough and shall be disposed of according to the manner as prescribed by law.

| VEHICLE | DEPARTMENT | VIN# NUMBER |
|------------------------------|--------------|-------------------|
| 1998 Ford Expedition 4X4 | Police | 1FMPU18L8WLC21663 |
| 1997 Chevy 2500 Pickup Truck | Public Works | 1GCGK24R3VE142723 |
| 2003 Ford F450 XL Mason Dump | Public Works | 1FDXF47P53EB91134 |

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-131

Date of Adoption: June 5, 2014

TITLE:

AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 12-00010 BLOCK 38, LOT 6.01

WHEREAS, at the Borough of Caldwell Tax Sale held on December 20, 2012, a lien was sold on Block 38, Lot 6.01 also known as 22 Westover Avenue in Caldwell, NJ for delinquent Water; and

WHEREAS, this lien, known as Tax Sale Certificate 12-00010, was sold to US BANK CUST-PROCAPITAL 11, LLC US TLSG; and

WHEREAS, the HOMEOWNERS BANK has effected redeemed the Certificate 12-00010 in the amount of \$1266.91; and

WITH A PREMIUM AMOUNT OF \$100.00 TO ALSO BE RETURNED TO THE LIEN HOLDER.

NOW THEREFORE BE IT RESOLVED that authorization is hereby given to issue a check in the amount of \$1366.91 payable to US BANK CUST-PROCAPITAL 11, LLC US BANK TLSG for the redemption of Tax Sale Certificate 12-00010

Certificate 11-00007

| | |
|---------------------------|------------------------|
| PRINCIPAL..... | \$ 1,214.71 |
| RECORDING FEES..... | \$ 52.20 |
| PREMIUM..... | \$ <u>100.00</u> |
| TOTAL REDEMPTION..... | \$ 1,366.91 |

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-132

Date of Adoption: June 5, 2014

TITLE:

AUTHORIZING THE LIEN REDEMPTION OF CERTIFICATE 13-00008 BLOCK 29, LOT 22

WHEREAS, at the Borough of Caldwell Tax Sale held on December 27, 2013, a lien was sold on Block 29, Lot 22 also known as 45 Cleveland Street in Caldwell, NJ for delinquent Water; and

WHEREAS, this lien, known as Tax Sale Certificate 13-00008, was sold to US BANK CUST-PROCAPITAL 11, LLC US TLSG; and

WHEREAS, the HOMEOWNERS BANK has effected redeemed the Certificate 13-00008 in the amount of \$676.48; and

WITH A PREMIUM AMOUNT OF \$600.00 TO ALSO BE RETURNED TO THE LIEN HOLDER.

NOW THEREFORE BE IT RESOLVED that authorization is hereby given to issue a check in the amount of \$1276.48 payable to US BANK CUST-PROCAPITAL 11, LLC US BANK TLSG for the redemption of Tax Sale Certificate 13-00008

Certificate 13-00008

| | |
|---------------------------|------------------------|
| PRINCIPAL..... | \$ 624.48 |
| RECORDING FEES..... | \$ 52.00 |
| PREMIUM..... | <u>\$ 600.00</u> |
| TOTAL REDEMPTION..... | \$ 1,276.48 |

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-133

Date of Adoption: June 5, 2014

TITLE:

AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO CREW ENGINEERS, INC. FOR DESIGN, BIDDING, AND CONSTRUCTION RELATED SERVICES FOR THE ELIZABETH STREET WATER MAIN REPLACEMENT PROJECT FOR A LUMP SUM COST OF \$9,800 FOR DESIGN SERVICES AND A NOT TO EXCEED FEE OF \$16,200 FOR CONSTRUCTION-RELATED SERVICES

WHEREAS, the Borough has determined that there is a need to hire an engineering firm to provide design, bidding, and construction related services for the Elizabeth Street Water Main Replacement Project; and

WHEREAS, it is the desire of the Borough Council of the Borough of Caldwell, New Jersey to award a contract to Crew Engineers, Inc., 1250 Route 23 North, Butler, New Jersey 07405, and;

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

WHEREAS, the governing body of the Borough of Caldwell pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Caldwell that they do hereby award a contract to Crew Engineers, Inc. subject to an agreement to be approved and executed by the Borough Administrator.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

June 3, 2014

VIA FEDEX/EMAIL

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

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

Dear Mr. Carelli:

In response to the Borough's Request for Proposal (RFP), Crew Engineers, Inc. (Crew) is pleased to present this Proposal-Agreement to the Borough of Caldwell (Borough) for Professional Engineering Services required for the design and construction of the proposed water main improvements on Elizabeth Street. Based upon our discussions with Mr. William Frint, the improvements include the construction of approximately 1,120 feet of 8-inch water main, including service connections and appurtenances to replace the existing antiquated 4-inch main on Elizabeth Street between Academy Road and Westville Avenue. The Borough desires that this project be incorporated with the Erwin Place water main project previously awarded to Crew. Our Proposal is predicated on having a single combined water main construction contract and not two separate stand-alone contracts, and is supplemental to Crew's May 2, 2014 Proposal for Erwin Place.

Scope of Work

Crew will perform the following major activities and tasks for the design, bidding, and construction-related services for the proposed water main improvements:

Design Services

- Conduct a field survey to obtain the location of existing utilities and physical features along the pipeline route, which will be used to develop base mapping for the preparation of Contract Plans. The location of all existing utilities will be based on field markout and/or mapping provided by respective utility companies. We understand that the Borough proposes to design and construct road improvements for Elizabeth Street, which will be performed under a separate contract. The level of effort for the topographic survey to be performed by Crew will be specifically for design and construction of the proposed water main project and will not be sufficient for road improvements.
- Prepare Contract Drawings for the proposed main. The Contract Drawings will be prepared at a scale of 1" = 30', and will include pipeline profile with a scale of 1" = 30' horizontal and 1" = 3' vertical. We anticipate a total of two additional drawings will be needed to show the extent and character of the pipeline work, which will be incorporated with the design drawings for Erwin Place.
- Design the water main. After the base map for the water main has been prepared, a preliminary alignment for the main will be established. A set of the base map drawings will be marked up to

show this alignment and presented to the Borough for acceptance. Once the preliminary alignment has been accepted, the design will be finalized. Geotechnical investigation of the subsurface soils is deemed to be unnecessary for a project of this nature, and no time has been allowed in our Proposal for such work.

- Prepare Technical Specifications. Under this task, Crew will develop Technical Specifications for the project to be included with the Erwin Place Bid Specifications, for obtaining contractors' proposals. The Technical Specifications will be prepared in CSI format. In addition, we will prepare the necessary contractors' Bid Form and Special Conditions to include with the Borough's Standard Front-End Bid Specifications.
- Submit an opinion of the probable cost to construct the work recommended, designed, and specified for the project. This will be furnished prior to finalizing the Bid Documents for construction bids.
- Because of the size of the project, a Construction Permit from the New Jersey Department of Environmental Protection (NJDEP) will not be required. However, because this project will be incorporated with the Erwin Place water main project, a Soil Erosion and Sediment Control Plan Certification from the Hudson-Essex-Passaic County Soil Conservation District will now be required. Crew will prepare the application and submit it to the District on behalf of the Borough.

Bidding Services

- Provide a total of 20 sets of Contract Plans and Specifications for the combined water main projects for Erwin Place and Elizabeth Street for use by the Borough in obtaining bids from contractors. Additional sets of Plans and Specifications can be furnished at the cost of reproduction.
- Respond to bidders' questions concerning required construction work, and prepare and submit Addenda to bidders, if required, to clarify the requirements of the Contract Documents.
- Attend bid opening, review Contractor's bids and furnish recommendation for Award of Construction Contract.

Construction-Related Services

- Review Shop Drawings for specified materials and other submittals, including construction schedules, furnished by the Contractor to determine compliance with Contract requirements.
- Coordinate and attend Preconstruction Meeting and Construction Meetings.
- Review and process contractor's requests for payments and furnish recommendations to the Borough.
- Act as the Borough's professional representative, and provide assistance to the Borough during construction relative to construction activities. Provide interpretation of construction requirements as may be needed during construction.
- Provide full-time construction observation during construction of the proposed water system improvements to measure and record material quantities for payment, and verify that work is performed in accordance with the design drawings and specifications

- Maintain daily construction reports recording Contractor's activities and work performance, including field sketches for installed work. One bound copy containing these reports and sketches shall be provided to the Borough.
- Coordinate and observe field testing of water main performed by Contractor.
- Review and provide recommendations to Borough for any field modifications and issue appropriate Change Orders to Contractor when needed.
- Prepare Record Drawings for the constructed improvements and issue reproducible set to the Borough for their files.

Borough of Caldwell Responsibilities

It is understood that the Borough will be responsible for the following:

- Provide field markout of existing water mains, services, and sanitary sewer lines in the immediate area of the proposed main improvements. Provide information on existing water mains and sewers, including size and depth in the vicinity of the proposed project.
- Examine all drawings, sketches, estimates, specifications, reports, and other documents presented by the Engineer, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.
- Arrange for publication and pay for advertisement costs incident to obtaining bids or proposals from contractors to construct the water main improvements.
- Provide Borough Standard Specification in electronic format (Word or Word Perfect) for use by Crew to incorporate advertisement, Contractors' Bid Form and Special Conditions as prepared by Crew.
- Pay application fee for the County Soil Erosion and Sediment Control Certification.
- Distribute Contract Plans and Specifications to all prospective bidders.
- Review and approve Contractor's insurance and bonds.

Engineering Fee, Payments, and Period of Services

The engineering fees for the Design Services to be performed for the Elizabeth Street water main, as presented in this Proposal, will be based on a lump-sum price, and will be the total fees for the services described for the work to be performed. Lump-sum price is developed from estimates of manhours required for selected personnel to perform the designated services and tasks.

The level of effort for engineering services during construction is related to the competence and performance of the Contractor, as well as conditions encountered during construction, which are not readily predictable. Therefore, it is proposed that the engineering services for the construction-related services be performed on an hourly basis. Crew will bill the Borough for these services based on the actual hours worked by the personnel used during the assignment at their current hourly fee rate at the time the work is performed plus reimbursable expenses for travel. Engineering fees for our services

Mr. Paul M. Carelli, Administrator
June 3, 2014
Page 4

performed will be billed monthly to the Borough for payment, and will be based on the progress of the work completed to date.

Any work performed beyond the Scope of Work in this Proposal, when authorized, will be billed on an hourly basis.

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

| <i>Task</i> | <i>Fee</i> |
|---|----------------------|
| <i>Design Services</i> | \$ 9,800 Lump Sum |
| <i>Construction-Related Services...</i> | <u>16,200</u> Hourly |
| Total Fee | \$26,000 |

Since the proposed improvements for Elizabeth Street will be incorporated under the same Construction Contract as the Erwin Place Water Main Construction Contract, there will be no additional engineering cost for Bidding Services.

The estimated time to complete the design of the main and prepare the project Plans and Specifications is one month after authorization is received from the Borough. This is predicated upon Caldwell marking out the existing mains in advance of authorization of services and the respective utility companies providing utility information in a timely fashion.

In addition to the attached Billing Rate Schedule are our Standard Terms and Conditions and State of New Jersey Business Registration Certificate, which are considered integral parts of this Proposal.

Crew appreciates this opportunity to provide services to the Borough of Caldwell. Please advise us if you need additional information or require clarification of the Proposal.

Very truly yours,

CREW ENGINEERS, INC.



Mauro M. Bacolo, P.E.

MMB:js
Enclosure

Mr. Paul M. Carelli, Administrator
June 3, 2014
Page 5

Client hereby engages Crew Engineers, Inc. to perform the services described above for the compensation set forth and under Crew Engineers, Inc.'s Standard Terms and Conditions. Crew Engineers, Inc. shall be authorized to commence the services upon receipt of this letter. We agree that this letter, together with the listed enclosures, constitutes the entire agreement between Borough of Caldwell and Crew Engineers, Inc. relating to the project.

ACCEPTED

**Borough of Caldwell
Caldwell, New Jersey**

By: _____
Typed Name and Title

Signature

**CREW ENGINEERS, INC.
BILLING RATE SCHEDULE**

Crew Engineers, Inc. (Crew) will be compensated for professional services in accordance with the following hourly billing rates:

| General Description | Hourly Billing Rates |
|---|----------------------|
| Principal | \$140 |
| Senior Project Manager | \$130 |
| Project Manager | \$120 |
| Senior Project Engineer | \$110 |
| Project Engineer/Project Scientist | \$100 |
| Chief Designer/Chief Surveyor/Senior Designer | \$85 |
| Engineer/Scientist | \$80 |
| CADD Operator/Draftsperson/Inspector | \$80 |
| Field Technician | \$75 |
| Technical Support/Technical Typist | \$55 |

The hourly billing rates indicated above are for the calendar year and are subject to revision and adjustments as of January 1 of each calendar year.

- Crew will bill the CLIENT monthly, with net payment due in 45 days. Past due invoices will be subject to a service charge at the rate of 1-1/2 percent per month. The bill shall consist of a summary of direct labor hours by personnel, plus a listing of reimbursable costs incurred. Unless CLIENT provides Crew with a written statement of any objections to the bill within 15 days of receipt, CLIENT shall be deemed to accept the bill as submitted.
- The above rates include **all** employees' wages, payroll burdens, overhead, and profit.
- CLIENT is charged for time actually spent on the project. Timesheets are available for inspection by prior arrangement.
- Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.
- Normal and reasonable time for contract negotiations are also covered in overhead; however, extended contract negotiations or time spent resolving differences in terms and conditions, scopes of work, or change notices will be billed.

In addition to regular hourly billing rates listed above, the CLIENT will also pay for:

- Overtime at straight time rates for exempt employees to the extent an employee works more than 40 hours per week for CLIENT.
- Cost of a record set of reproducible originals or duplicates to be retained by Crew in cases where the CLIENT wants the originals and for the cost of postage and insurance for mailing such originals.
- Cost of any office space and accompanying services used by CLIENT'S representatives.
- All reproductions on behalf of the assignment at our standard rates or billed by outside services.
- All field office expenses.
- Cost for the use of special field equipment, safety equipment, and field sampling equipment or consumables in accordance with billing by outside services, plus 10% handling charges.
- Courier service.
- Travel and subsistence of Crew personnel incurred on behalf of the project. (Current rate for the use of vehicles is in accordance with the present IRS standard mileage rate.)
- Cost plus 15 percent of outside consulting and/or professional services - such as, analytical, drilling, legal, accounting, engineering, and other specialized services. Crew will obtain CLIENT'S approval before authorizing such services.
- Pay for expert witness testimony equal to 1-1/2 times their hourly billing rate.

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Crew can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Crew will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. Crew has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Crew specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Crew employees.

4. DELAYS. If events beyond the control of Client or Crew, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Crew shall be entitled to an equitable adjustment in compensation.

In the event Crew is delayed by Client and such delay exceeds 30 days, Crew shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days' written notice to the other party. Client shall pay Crew for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may provide 7 days' written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued. Failure of the defaulting party to commence cure within such time limit and diligently continue shall be cause to suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Crew is supplied for the general guidance of the Client only. Since Crew has no control over competitive bidding or market conditions, Crew cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

7. RELATIONSHIP WITH CONTRACTORS. Crew shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but Crew specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

8. CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Crew harmless from any claims resulting from performance of construction-related services by persons other than Crew.

9. INSURANCE. Crew will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation, and Employer's Liability in amounts in accordance with legal, and Crew's business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Crew as an additional insured on its policies relating to the Project. Crew's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

10. INDEMNITIES. To the fullest extent permitted by law, Crew shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above by Crew, its agents or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Crew, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to

claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from the Project (ii) tested by Crew under this Agreement, or (iii) used or incorporated by Crew in the Services; or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include Crew as an indemnitee under any indemnification obligation to Client.

11. LIMITATIONS OF LIABILITY. No employee or agent of Crew shall have individual liability to Client.

Client agrees that, to the fullest extent permitted by law, Crew's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Crew's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Crew under this Agreement. If Client desires a limit of liability greater than that provided above, Client and Crew shall include a separate paragraph under this Agreement, stating the amount of such limit and the additional compensation to be paid to Crew for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CREW BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

12. ACCESS. Client shall provide Crew safe access to any premises necessary for Crew to provide the Services.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Crew for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless Crew from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

17. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

20. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08649-0252

TAXPAYER NAME:

CREW ENGINEERS, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

223-402-769/000

CONTRACTOR CERTIFICATION#

0098335

ADDRESS

1250 ROUTE 23 N.

BUTLER NJ 07405

ISSUANCE DATE:

09/19/01

EFFECTIVE DATE:

10/10/95

FORM-BRC(08-01)

Patricia A. Chacchis

Director, Division of Revenue

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



BOROUGH OF CALDWELL NEW JERSEY



Resolution No: 6-134

Date of Adoption: June 5, 2014

TITLE:

RESOLUTION BY THE CALDWELL GOVERNING BODY SUPPORTING THE ADOPTION OF "IDLE FREE ZONES" BY GOVERNMENT AGENCIES, SCHOOLS, BUSINESSES, AND OTHER ORGANIZATIONS

WHEREAS, emissions from gasoline and diesel powered vehicles contribute significantly to air pollution, including greenhouse gases, ozone formation, fine particulates, and a multitude of potentially harmful pollutants that can trigger an asthma attack and other ailments; and

WHEREAS, asthma is a significant public health concern in NJ, especially among children (up to 25% of NJ's school age children are asthmatic) and the elderly; and

WHEREAS, for every gallon of gasoline used, the average car produces about 20 pounds of carbon dioxide (CO₂), the largest contributor to greenhouse climate change, with one-third of greenhouse gas emissions coming from the transportation sector²; and

WHEREAS, the U.S. Argonne National Laboratory estimates that about 20 million barrels of diesel fuel are consumed each year by idling long-haul trucks (estimated truck emissions total about 10 million tons of CO₂, 50,000 tons of nitrogen oxides, and 2,000 tons of particulates); and

WHEREAS, we can avoid producing unnecessary greenhouse gas emissions and exposure to air toxics by reducing or eliminating wasteful vehicle idling; and

WHEREAS, petroleum-based gasoline and diesel fuel are nonrenewable fuels and should be used wisely and not wasted; and

WHEREAS, idling is not generally beneficial to a vehicle's engine because it wears engine parts;³ and

WHEREAS, idling more than 10 seconds uses more fuel and emits more pollutants than turning a warm engine off and on again;⁴ and

WHEREAS, idling for 10 minutes uses as much fuel as it takes to travel 5 miles; and

WHEREAS, vehicle idling occurs in locations (e.g. school grounds, parking lots, drive-through windows, business centers, etc.) where New Jerseyans can be exposed to air pollutant emissions; and

WHEREAS, moving beyond New Jersey's existing no-idling code* of 3 minutes would significantly improve public health, air quality, reduce costs and greenhouse gas emissions; and

THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Caldwell:

Supports the adoption of "Idle Free Zones" by government agencies, schools, businesses, and other organizations by:

- Encouraging any gasoline or diesel powered motor vehicle* to turn off their engines after 10 seconds if they plan to remain at that location for more than 30 seconds.
- Ensuring idling does not occur at idle-frequent locations such as school drop-off and pick up, drive through windows, gas stations, parking lots, business centers, etc.
- Maintaining municipal vehicles to eliminate any visible exhaust.
- Enforcing existing violations and penalties under NJ's existing no-idling code*.
- Supporting broad education of the public about the health, environmental and economic impacts of idling and ways to reduce idling.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor

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



**BOROUGH OF CALDWELL
NEW JERSEY**



Resolution No: 6-135

Date of Adoption: June 5, 2014

TITLE:

RESOLUTION SUPPORTING THE CALDWELL ENVIRONMENTAL COMMISSION AS THE OFFICIAL GREEN TEAM FOR THE SUSTAINABLE JERSEY MUNICIPAL PROGRAM

BE IT RESOLVED, by the Mayor and Council of the Borough of Caldwell that they do hereby formally recognize The Caldwell Environmental Commission as the Caldwell Green Team.

RECORD OF COUNCIL VOTE

Councilman: _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

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

Lisa O'Neill, Deputy Clerk

Ann Dassing, Mayor