

NOTICE
BOROUGH OF NORWOOD

Meeting of the Mayor and Council of the Borough of Norwood, to be held at the Norwood Council Chambers, 455 Broadway, Norwood NJ 07648 on Wednesday November 06, 2024, 7:00PM

Please note if the public wishes to participate during public comment, you may do so by attending the meeting in person. Zoom will not be used for public comment. If the public wishes only to watch the meeting and not participate during the public comment portion of the meeting, you may do so by joining the Webinar by clicking the link below:

When: Nov 6, 2024 07:00 PM Eastern Time (US and Canada)

Topic: Mayor and Council Meeting 11/06/24

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_SqvqBDoqRpyBEOEgDPzNaw

After registering, you will receive a confirmation email containing information about joining the webinar.

Jordan Padovano

Borough Clerk

AGENDA
BOROUGH OF NORWOOD
MAYOR AND COUNCIL
PUBLIC MEETING & WORK SESSION
November 6, 2024
7:00 PM
MAYOR BARSA

COUNCILMAN ASCOLESE	COUNCILMAN BRIZZOLARA
COUNCIL PRESIDENT CONDOLEO	COUNCILMAN FOSCHINO
COUNCILWOMAN HAUSMANN	COUNCILMAN KIM

CALL TO ORDER

FLAG SALUTE

Statement of Compliance: Adequate notice of this meeting has been provided in accordance with the Open Public Meeting Law, P.L. 1975, Ch. 231 setting forth the time, date, place, and purpose of this Public Meeting through a legal notice published in The Record and Star Ledger.

ROLL CALL OF THE COUNCIL

Mayor Barsa _____	
Councilman Ascolese _____	Councilman Brizzolara _____
Council President Condoleo _____	Councilman Foschino _____
Councilwoman Hausmann _____	Councilman Kim _____

CORRESPONDENCE

Building Department Fee Log
Fire Department October Report
Grant Writer October Report

CONSENT AGENDA

Matters listed below are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed.

Approval of the Following Minutes:

October 23, 2024, Mayor & Council Meeting Minutes
October 23, 2024, Mayor & Council Meeting Closed Session

Approval of the following Resolutions:

2024:203 Resolution Authorizing the Purchase of Turnout Gear For The Norwood Fire Department Utilizing State Contracts 17-Fleet-00810, 17-Fleet-00809, 17-Fleet-00833 For An Amount Not To Exceed \$56,773.94

2024:204 Resolution Authorizing an Award of Contract for Scott Packs for The Norwood Fire Department Utilizing NJ State Contract 24-Fleet-61850 For an Amount Not to Exceed \$190,431.50

2024:218 Resolution Authorizing Electronic Tax Sale

2024:219 Resolution Awarding Contract for Millbrook Circle Drainage Improvements to Joseph M. Sanzari Inc.

2024:220 Resolution Authorizing Neglia Engineering Planning and GIS Services for Third Round and Phase I of the Fourth Round for Housing Element and Fair Share Plan, GIS Mapping, Master Plan Revisions, and Ordinance Amendments

2024:221 Resolution Authorizing Requests for Qualifications

2024:222 Resolution Authorizing a Change in the Amount of The Purchase of a Pierce Fire Custom Chassis Pumper from Fire and Safety Services from \$718,707.35 To \$831,308.33 through the Houston-Galveston Area Council ("HGAC") Purchasing Program; Contract Fs12-19

2024:223 Resolution Authorizing a Person-to-Person Liquor License Transfer - Norwood Liquor License LLC to 86 Beverage Group LLC

2024:224 Resolution for Professional Surveying, Engineering, and Bidding Services for Pedestrian Safety Improvements to Piermont Road

2024: 225 Resolution Authorizing the Award of Contract to Borough of Old Tappan for the Repair of 2015 ODB Leaf Vacuum Unit SN#6953 Model #SCL8007M25 on an Emergency Basis

2024:226 Payment of Vouchers

Councilman Ascolese_____

Councilman Brizzolara_____

Council President Condoleo_____

Councilman Foschino_____

Councilwoman Hausmann_____

Councilman Kim_____

ITEMS FOR DISCUSSION

Best Practice Survey

Bench Engraving Application

First Environment Proposal

Broad Street Bridge Replacement Project (Grand Funded)

NEA Job No.: NORWMUN24.015

Norwood Gardens Contract for Window and Door Replacement Work

BOROUGH ADMINISTRATOR REPORT

BOROUGH ENGINEER REPORT

BOROUGH ATTORNEY REPORT

COMMITTEE REPORTS

PUBLIC COMMENT

CLOSED SESSION

2024: 227 Approval of Resolution Authorizing the Council to Proceed in Closed Session – Matters Relating to Contract Negotiations

ADJOURNMENT



NORWOOD FIRE CO. NO. 1, INC.

602 BROADWAY

NORWOOD, NEW JERSEY 07648



CHIEFS REPORT FOR OCTOBER 2024

FIRE CALLS

Building Fire	<u>0</u>
Brush Fire	<u>2</u>
C/O Detection	<u>0</u>
Automobile Fire	<u>0</u>
Automobile Accident	<u>2</u>
Rescue	<u>0</u>
Wires Down/ Fire	<u>0</u>
False Alarm	<u>17</u>
Assist Police or EMS	<u>0</u>
Mutual Aid	<u>4</u>
Gas Leak/Odor of Gas	<u>5</u>
Other Emergency	<u>0</u>

OTHER NON EMERGENCY CALLS

Company Drills	<u>1</u>
Mutual Aid Drills	<u>0</u>
Schools	<u>3</u>
Miscellaneous	<u>7</u>

TOTAL CALLS **41**

Man Hours Expended

Fires	<u>426</u>
Drills	<u>28</u>
Training	<u>92</u>
Miscellaneous	<u>98</u>

TOTAL MAN HOURS **644.5**

TOTALS from January 1st through October 31st

Fires	<u>4,975.5</u>
Drills & Other	<u>2,770</u>

TOTAL MAN HOURS **7,745.5**

Respectfully Submitted,
Michael V Congiusti
Chief, Norwood Fire Company



Bruno Associates, Inc.
1373 Broad Street, Suite 203B
Clifton, NJ 07013
Tel: 973-249-6225 Fax: 973-249-6301
www.BrunoAssociatesInc.com

MEMORANDUM

TO: BOROUGH OF NORWOOD
DATE: NOVEMBER 1, 2024
RE: OCTOBER 2024 GRANT REPORT
CC: CHRISTOPHER BROWN

This memo will provide an overview of work performed by Bruno Associates, Inc. on behalf of the Borough of Norwood for October 2024. For more information, please contact Carson Monks at 973-249-6225 ext. 210.

Grant Applications in Progress

Due Date	Funding Program	Amount Requested	Date Notified
N/A	FY23 Federal Appropriations: Broad Street Bridge Replacement (Administration)	Awarded \$1,000,000.00	N/A
12/31/2024	T-Mobile Hometown Grant	TBD	4/22/2024

Grant Applications – Submitted/Pending: \$1,358,986.81

Funding Program	Purpose	Requested
Firehouse Subs First Responder Grant Q1 2024	Extrication Equipment for Norwood Fire Department	\$34,922.00
FY25 Federal Appropriations	Drainage Improvements – 15 th Street and Meadow Lane	\$224,136.00
FY25 NJDOT Municipal Aid	Summit Street Improvements	\$1,059,159.65
Firehouse Subs Public Safety Foundation Q1 2025	Defibtech Lifeline ARM Chest Compression Device and 2 AEDs for Norwood PD	\$18,657.07
Firehouse Subs Public Safety Foundation Q1 2025	2 LUCAS Automated Chest Compression Systems for Norwood EMS	\$22,112.09

Applications Awarded: \$1,936,992.23

Grant Awarded		Funding Amount
FY23 Federal Appropriations	Broad Street Bridge Replacement	\$1,000,000.00
NJDOT FY23 Municipal Aid	Improvements to Summit Street and High Street	\$203,110.00
2022 Bergen County Open Space	Phase II: Kennedy Park Improvements	\$87,038.00
1033 Program (Resolution)	Police Equipment	Varies



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NJDCA FY23 Local Recreation Improvement Grant	Kennedy Park ADA Playground	\$75,000.00
NJDOT FY24 Municipal Aid	Improvements to Summit Street and High Street Phase 2	\$207,710.00
2023 Bergen County Open Space	Kennedy Park ADA Playground	\$146,730.00
FY24 American Rescue Plan Firefighter Grant	Washer and Dryer for Norwood Fire Department	\$22,000.00
NJDCA FY24 Local Recreation Improvement Grant	Kennedy Field Pickleball Courts	\$69,000.00
ANJEC Open Space Stewardship Grant	Norwood Community Garden Upgrades	\$1,500.00
2024 Bergen County Open Space - Municipal Park Improvement Program	Kennedy Field Pickleball Courts	\$119,571.00
FY24 Bulletproof Vest Partnership (BVP)	Bulletproof Vests for Norwood Police Department	\$5,333.23

Other Grant Opportunities Sent to Client

Due Date	Funding Program	Amount Available	Date Notified
11/30/2024	2024-26 Spotted Lanternfly Chemical Control Treatment Grant Program	\$20,000.00	1/17/2024
5/24/2024	NJBPU Community Energy Plan Grant	\$10,000.00	1/17/2024
4/18/2024	2024 Preserve NJ Historic Preservation Fund	Heritage Tourism Planning: \$5,000 - \$75,000 Match: 75% NJHT / 25% Municipality Capital Preservation Level I: \$5,000 - \$150,000 Match: 60% NJHT / 40% Municipality Capital Preservation Level II: \$150,001 - \$750,000; 1:1 Match	1/31/2024
4/12/2024	FY23 FEMA Staffing for Adequate Fire and Emergency Response (SAFER)	No maximum award amount.	3/11/2024
4/12/2024	FY23 FEMA Fire Prevention and Safety (FP&S)	\$1,500,000.00	3/11/2024
Varies	2024 USDOT Safe Streets for All	Planning / Demonstration: \$10,000,000 with 20% match Implementation: \$25,000,000 with 20% match	3/12/2024

Commented [SG1]: Just want to confirm that all of the EV grants you sent are listed here too.



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5/3/2024	NJDEP Community-Based Deer Management Grant	\$160,000.00	3/13/2024
6/11/2024	FY24 USDOJ School Violence Prevention Program (SVPP)	\$500,000.00 with 25% cost match	4/17/2024
6/28/2024	NJDOT Local Transportation Projects Fund	Unspecified	4/17/2024
7/23/2024	FY24 USDOJ COPS Safer Outcomes; De-Escalation and Crisis Response Training for Law Enforcement	\$350,000.00 with no cost match.	6/3/2024
Grants.gov: 7/15/2024; JustGrants: 7/24/2024	USBJA Body Worn Camera Policy and Implementation Grant	Maximum of \$2,000,000.00 total and \$2,000.00 per BWC. 50% match required.	6/10/2024
7/26/2024	FY25 NJDCA Recreational Opportunities for Individuals with Disabilities (ROID)	\$20,000.00 with a 20% match.	6/12/2024
10/18/2024	Gametime Community Grants for Playgrounds	50% (1:1) matching funds on the purchase of select playground equipment.	8/7/2024
9/12/2024	NJ DHS Age-Friendly Grant Program	Community Grants: \$70,000 Project Grants: \$100,000	8/9/2024
2/5/25	NJDEP 2025 Green Acres	Land Acquisition - Varies; 25% DEP/ 75% Borough Park Development: 0% Loan Stewardship: \$500,000 - \$700,000; 50/50 match Jake's Law: \$500,000 - \$750,000; 75% DEP/ 25% Borough	10/23/24
12/12/24	National Park Service Save America's Treasures Grant	\$25,000-\$750,000 with a 50/50 match.	10/24/24
1/8/2025	NJDOT FY25 Local Freight Impact Fund	Maximum of \$28 million available. No match required.	10/29/24

Grant Applications Denied:

Grant Denied	Amount Requested	Notes
FY24 Congressionally Directed Spending: 15 th Street Drainage Improvements	\$117,873.60	These Congressionally Directed Spending items were not included in the final Federal Appropriations bills.
FY24 Congressionally Directed Spending: Meadow Lane Drainage Improvements	\$69,696.00	



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FY24 Congressionally Directed Spending: Pedestrian Safety on Piermont Road	\$166,392.00	
FY23 NJDOT Transportation Alternatives Program (TAP) - Broadway Beautification	\$1,303,517.40	
FY24 USDOJ COPS Hiring ~ Hiring 2 New Police Officers	\$250,000.00	
FY23 FEMA Assistance to Firefighters Grant (AFG) - Fire Department Fitness and Wellness Equipment	\$55,700.00	Norwood received an AFG grant award in 2023. FEMA typically does not award grants to applicants with open awards.
Firehouse Subs Public Safety Foundation Q1 2025	Defibtech Lifeline ARM Chest Compression Device and 2 AEDs for Norwood PD	These applications were resubmitted in October 2024. Firehouse Subs typically funds applicants after multiple application attempts.
Firehouse Subs Public Safety Foundation Q1 2025	2 LUCAS Automated Chest Compression Systems for Norwood EMS	

BOROUGH OF NORWOOD

Resolution #2024-203

RESOLUTION AUTHORIZING THE PURCHASE OF TURNOUT GEAR FOR THE NORWOOD FIRE DEPARTMENT UTILIZING STATE CONTRACTS 17-FLEET-00810, 17-FLEET-00809, 17-FLEET-00833 FOR AN AMOUNT NOT TO EXCEED \$56,773.94

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

WHEREAS, the Borough of Norwood has the need on a timely basis to purchase goods or services utilizing State Contracts 17-FLEET-00810, 17-FLEET-00809, 17-FLEET-00833 and

WHEREAS, the Borough of Norwood has the need for turnout gear for the Norwood Fire Department; and

WHEREAS, the Borough of Norwood intends to enter into a contract with Skylands Area Fire Equipment & Training LLC 23 Hamburg Turnpike, Unit A, Riverdale, NJ 07457 for an amount not to exceed \$56,773.94; and

WHEREAS, the governing body of the Borough of Norwood 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 Financial Officer

Certificate of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, has ascertained that there are available sufficient uncommitted funds in the line item specified in the 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
	FIRE TURN OUT GEAR	\$56,773.94

Chris Battaglia, CFO

Date: 11/06/2024

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

BOROUGH OF NORWOOD

Resolution #2024:204

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT FOR SCOTT PACKS FOR THE NORWOOD FIRE DEPARTMENT UTILIZING NJ STATE CONTRACT 24-FLEET-61850 FOR AN AMOUNT NOT TO EXCEED \$190,431.50

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

WHEREAS, the Borough of Norwood has the need on a timely basis to purchase goods or services utilizing State Contract 24-FLEET-61850; and

WHEREAS, the Borough of Norwood has the need for Scott Packs for the Norwood Fire Department; and

WHEREAS, the Borough of Norwood intends to enter into a contract with New Jersey Fire Equipment Co. (NJFE), 119-131 Route 22 East, Green Brook, NJ 08812 for an amount not to exceed \$190,431.50; and

NOW THEREFORE BE IT RESOLVED, by the governing body of the Borough of Norwood, that the Borough Administrator is hereby authorized to facilitate the purchase of Scott packs for the Norwood Fire Department as prescribed above.

Certificate of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, has ascertained that there are available sufficient uncommitted funds in the line item specified in the 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
G-01-41-0103-023	ASSISTANCE TO FIREFIGHTERS GRANT	\$190,431.50
C-04-55-2204-040	FIRE SCOTT PACKS	\$ 9,523.81

Chris Battaglia, CFO

Date:

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoelo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on November 06, 2024.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2024:218

RESOLUTION AUTHORIZING ELECTRONIC TAX SALE

WHEREAS, NJSA 54:5-19.1 authorizes municipalities to conduct electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/Real Auction.com to conduct electronic tax sales, and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

WHEREAS, the Borough of Norwood wishes to participate in an electronic sale.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Norwood, that the Tax Collector is hereby authorized to participate in the electronic tax sale and submit to the Director of Local Government Services if necessary.

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2024:219

RESOLUTION AWARDING THE CONTRACT FOR THE MILLBROOK CIRCLE DRAINAGE IMPROVEMENTS TO JOSEPH M. SANZARI INC.

WHEREAS, the Borough of Norwood ("Borough") is in need of a contractor for the Millbrook Circle Drainage Improvements; and

WHEREAS, Joseph M. Sanzari Inc. has submitted a proposal for these services, a copy of which is attached hereto and incorporated herein by reference ("the Proposal"); and

WHEREAS, the Proposal reflects a total cost not to exceed \$124,300.00 for the scope of the work; and

WHEREAS, Joseph M. Sanzari Inc. will complete the work under the Bergen County Co-Op Bid 23-13; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available, and a copy of the certification is attached.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that the Proposal is approved and Joseph M. Sanzari Inc. is authorized to proceed with the work in the Proposal; and

BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute the Proposal on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is authorized and directed to: (1) forward a copy of this resolution together with the signed Proposal to Joseph M. Sanzari Inc. upon its passage; and (2) to cause a brief notice of this contract award to be published in Borough's official newspaper, stating the name, duration, services, and amount of the contract, and that this resolution and the contract are to be maintained on file with the Borough Clerk and are to be available for public inspection during regular business hours.

Certificate of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, has ascertained that there are available sufficient uncommitted funds in the line item specified in the 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

Chris Battaglia, CFO

Date:

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk



JOSEPH M.
SANZARI INC

100 West Franklin Street, Hackensack, New Jersey 07601
201-342-6895 • Fax: 201-343 - 5220 • jmsanzari.com

March 6th, 2024

Scott Loverich, PE
Project Manager
Neglia Engineering
34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
201-939-8805 ext 168
sloverich@negliagroup.com

Reference: Millbrook Circle, Norwood Headwall Replacement

Subject: Joseph M. Sanzari, Inc. Bid Proposal

Dear Mr. Loverich

Joseph M. Sanzari, Inc. (JMS) We are pleased to provide you with our site work proposal for the above-mentioned project based on the below indicated scope of work for the total lump sum of **\$124,300.00 (One hundred Twenty Four Thousand Three Hundred Dollars and Zero Cents)**. Work to be done under the Bergen County Co-Op Bid 23-13.

Our Price proposal is based on the following bid documents and qualifications:

- **Drawings:** Stormwater outfall repairs vicinity of Millbrook Circle, as prepared by Neglia Engineering, dated January 2023 with Revisions dated December 12th, 2023.

Inclusions (Base Bid):

1. Install 30 feet of 36 inch RCP pipe, and new manhole per drawings.
2. In order to minimize damage to the individual's front yard, JMS will form and pour the concrete headwall in lieu of mobilizing a large track backhoe to walk back a precast concrete headwall.
3. Resurface driveway (215 SY) full depth (2 inches thick) asphalt driveway.
4. Replace 45 feet of ornamental fence.
5. 18" Rip Rap apron (6 triaxle loads).
6. Replace 6 trees in kind.
7. CCTV/ inspect storm sewer from culvert opening to outfall. 108 feet of culvert 53" x 41 Arch and 60" CMP

Alternate Scope – Furnish Install Gabion Basket Headwall:

1. In lieu of a cast place in concrete headwall construct a gabion basket headwall. Industry standard gabion baskets will be installed and filled with D50 (3"-6") rip rap stone. One gabion basket to be buried as part of the headwall construction

Deduct from base Bid: \$16,0000

Exclusions:

2. Any premium, overtime, nighttime work, nighttime operations including light tower and its manning, weekend, and Holiday pay.
3. Any Rock Removal, any obstructions.
4. No Bid Bond. No Payment and Performance Bond.
5. No irrigation system or sod work included.
6. No police.
7. No permit fees
8. No relocation of any other utilities

Conditions:

1. Tax Exempt
2. No soil disposal. All soil remains onsite.
3. Our bid proposal is based on one (1) Mobilization and continuous operation.
4. Our Price proposal is based on regular shift work hours Monday thru Friday 7.00 am to 3.00 pm – 40 hours per week. Any extra work, off shift, Holiday, weekend, and night work premium will be compensated separately in addition to our base bid proposal amount.

Very truly yours,

Craig Orenchuk
Project Manager

Cc: Paul Sarlo, Chief Operating Officer

BOROUGH OF NORWOOD

Resolution #2024:220

RESOLUTION AUTHORIZING NEGLIA ENGINEERING PLANNING AND GIS SERVICES FOR THIRD ROUND AND PHASE I OF THE FOURTH ROUND FOR HOUSING ELEMENT AND FAIR SHARE PLAN, GIS MAPPING, MASTER PLAN REVISIONS, AND ORDINANCE AMENDMENTS

WHEREAS, the Borough of Norwood ("Borough") is in need of Planning and GIS services for the Housing Element and Fair Share Plan, GIS Mapping, Master Plan Revisions, and Ordinance Amendments; and

WHEREAS, Neglia Engineering Associates ("Neglia") has submitted a proposal for these services, a copy of which is attached hereto and incorporated herein by reference ("the Proposal"); and

WHEREAS, the Proposal reflects a 3rd round amendment to the Housing Element and Fair Share Plan not to exceed \$11,000.00, and

WHEREAS, the Proposal reflects a time and materials cost for 4th round Phase I not to exceed \$30,225.00 for these services, and

WHEREAS, Neglia is the Borough's engineer for 2024 pursuant to a written professional and services contract, which was awarded on a fair and open basis; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available, and a copy of the certification is attached.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that the Proposal is approved and Neglia is authorized to proceed with the work in the Proposal; and

BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute the Proposal on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is authorized and directed to: (1) forward a copy of this resolution together with the signed Proposal to Neglia upon its passage; and (2) to cause a brief notice of this contract award to be published in Borough's official newspaper, stating the name, duration, services, and amount of the contract, and that is resolution and the contract are to be maintained on file with the Borough Clerk and are to be available for public inspection during regular business hours.

Certificate of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, has ascertained that there are available sufficient uncommitted funds in the line item specified in the 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
-----------	-------------	--------

Chris Battaglia, CFO

Date:

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk



Celebrating 75 Years

EXPERIENCED
DEDICATED
RESPONSIVE

10/24/2024 10:20 AM

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: October 24, 2024

TO: Jordan Padovano
Borough Administrator
Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

Lindsay Volpitta
Deputy Clerk
Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

FROM: Michael J. Neglia, PE, PP, PLS, CPWM, President
Lyndsay Knight, P.P., AICP
Scott Loverich, P.E., C.M.E.

RE: Planning and GIS Services
Housing Element and Fair Share Plan, GIS Mapping, Master Plan Revisions, and Ordinance Amendments.
Borough of Norwood, Bergen County, New Jersey

The Neglia Group has received the following request for Planning and GIS Services for the above referenced project.

Description of Services

See attached Scope of Services

This agreement, when approved by the Borough of Norwood will be completed as follows:

1. On a time / hourly basis in accordance with our attached schedule of fees for a cost not to exceed

- Third Round
 - Amendment to the Housing Element and Fair Share Plan – Eleven Thousand (\$11,000) representing attendance at meetings with stakeholders, drafting concept plans, drafting amendments to the Housing Element and Fair Share Plan, and drafting memos regarding affordable housing status.
- Fourth Round
 - Phase One – Thirty Thousand Two Hundred and Twenty-Five (\$30,225.00) representing initial background research on the Borough's affordable housing, identifying affordable housing units, monitoring affordable Trust Fund and detailing all expenditures utilized through the trust fund, land analysis, vacant land adjustment, memos updating the Borough on the progress, attendance at meetings with stakeholders, attendance at public hearings, and GIS services.
 - Phase Two – Thirty Thousand Three Hundred and Twenty (\$30,320.00) representing the review of new affordable housing obligation, preparing memos regarding changes and action items, attendance at meetings with stakeholders, attendance at public meetings, review of existing policies, recommending policy changes, performing affordable housing methodology calculations, and GIS services.

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAIN SIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

- Phase Three – **Thirty-Six Thousand Five Hundred (\$36,500.00)** representing the drafting of a Housing Element and Fair Share Plan, memos updating the Borough on the progress, attendance at meetings with stakeholders, attendance at public hearings, and GIS services.
- Phase Four – **Twenty-Four Thousand Six Hundred and Eighty (\$24,680.00)** representing the planning services to make amendments or revisions to the existing Master Plan and Zoning Ordinance as a result to the findings of the housing element, memos updating the Borough on the progress, attendance at meetings with stakeholders, attendance at public hearings, attending court hearings for certification of the plan, and GIS services.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return to our office to serve as our notice to proceed or provide a resolution of approval which accepts the terms of the following proposal.

I. BACKGROUND

This proposal has been prepared to provide the professional planning and GIS services to the Borough to compose a Housing Element and Fair Share Plan and assist the Borough in reaching compliance with the new affordable housing legislature. This includes any amendments or revisions to the Master Plan and Zoning Ordinance required as a result of the findings from the report.

II. SCOPE OF SERVICES

Planning Services:

Neglia Group will provide the Borough with memos throughout the process with any information regarding the new legislature and prepare a Housing Element and Fair Share Plan. Pursuant to the Fair Housing Act, a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. The housing element must contain at least the following, as per FHA at N.J.S.A 52:27D-310:

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
- A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low- and moderate-income housing; and
- A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.

Additional services covered in this proposal include:

- Quarterly memos for the next 24 months providing updates to the Borough regarding status of the Borough's requirements and any legislative changes;
- Attendance at 12 meetings. Any additional meetings will be billed at an hourly rate according to the attached document.
- Any revisions or amendments to the Master Plan and Zoning Ordinance for affordable housing purposes.

Geographic Information System (GIS) Data Research and Reporting Services:

Neglia Group will utilize various data sources for inclusion in any housing element, land analysis, or similar report as needed for the Borough of Norwood. Data sources may be gathered from existing GIS data provided by Federal, State, and County resources, newly created local data specific to the Borough of Norwood, existing documents, and existing mapping. As part of this process, a review of the current zoning map, adopted by Resolution 2019-138 and dated 10/4/2019, will take place, and any updates needed can take place accordingly.

Neglia Group will create a Borough of Norwood-specific GIS database for use during this project. This database may include the following dataset information:

- Wetlands and Buffers
- Streams, Protected Streams, Buffers
- FEMA Flood Hazard Areas
- US Census Data
- Soil Types (Hydric)
- Steep Slopes, Landslide locations
- Local Zoning Requirements
- Active Board Applications
- State, County, Municipal Properties
- Preserved Lands
- Parks and Open Space
- Stormwater Detention Basins
- Brownfield Areas
- Contaminated Areas
- Utility of Power Plant Properties
- Habitat Locations
- Historic Sites and Districts
- Additional as Requested

GIS files will be provided in both a File Geodatabase (.gdb) and Shapefile (.shp) file formats. GIS work will be completed utilizing the Esri suite of software tools. No hardware costs, software costs, or licensing costs are included as part of this proposal.



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

III. DELIVERABLES

Deliverables associated with the above project will include the submission of a report and all associated maps, appendices, aerial photographs, existing condition photographs and/or other graphics necessary to illustrate and support the planning analysis contained in the report.

IV. TIME FRAME

The Neglia Group is prepared to initiate services upon receipt of a signed proposal. We anticipate completing this task in approximately 12-14 months not including Governing Body review of the submitted content.

III. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It does not include a redevelopment plan. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal. This proposal does not include construction documents, construction plans, or construction specifications. This proposal is for the design development services specifically listed in the scope of work.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting services. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager.

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For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project. Should Neglia not require this budget for reimbursable expenses, we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if request. All filing, review, processing, and application fees will be provided by your office.

Neglia shall assume no liability for the existence of any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with Client's property or operation, or for any release or discharge or such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work Neglia neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.

This proposal does not include any litigation matters related to affordable housing or the land use plan element.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by the Neglia Group ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY: Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims")

shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE: Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE: Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK: The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay The Neglia Group an additional ten percent (10%) of the total fee earned by The Neglia Group.

ARTICLE VIII - REUSE OF DOCUMENTS: All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement later held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION: All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist the Neglia Group (NEGLIA), by placing to NEGLIA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEGLIA to enter upon public and private property, as required for NEGLIA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEGLIA may reasonably request

with regard to legal issues pertaining to the Project.

4. In any dispute involving the accuracy of surveying services, NEGLIA will have no liability to anyone if referenced points set by NEGLIA have not been preserved. NEGLIA field notes will govern in any dispute.
5. Client understands that NEGLIA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEGLIA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEGLIA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEGLIA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the Borough of Norwood. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Group



Michael J. Neglia, PE, PP, PLS, CPWM
President

Very truly yours,
Neglia Group



Scott Loverich, PE, CME
Project Manager

Very truly yours,
Neglia Group



Lyndsay Knight, P.P., AICP
Director of Planning/Senior Planner

Attachments: Year 2024 Municipal Rates

Accepted this _____ day of _____ 2024

By: _____

Title: _____

BOROUGH OF NORWOOD

Resolution #2023-221

RESOLUTION AUTHORIZING REQUESTS FOR QUALIFICATIONS

WHEREAS, there exists in the Borough of Norwood a need for the services of a Bond Counsel, Borough Architect, Borough Attorney, Borough Auditor, Borough Appraiser, Borough Planner, Information Technology Professional, Labor Attorney, Planning Board Attorney, Prosecutor, Public Defender, Real Estate Appraiser, Risk Management Consultant, Borough Bank, Special Attorney for Tax Appeal Conflicts, Special Conflict Counsel and Special Conflict Engineer, and

WHEREAS, such professional services involve qualified services and knowledge that specifications cannot reasonably be formulated, and public bidding is not feasible; and

WHEREAS, N.J.S.A.:11-5(1) (a) of the Local Public Contracts Law exempts professional services from public bidding; and

WHEREAS, it has been determined that it is in the best interest of the Borough that said aforementioned professionals should be appointed under a fair and open process, pursuant to the New Jersey Local Unit Pay to Play law, N.J.S.A. 19:44A-20.4, et. seq. ("Pay to Play Law").

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Norwood, New Jersey, as follows:

1. For the reasons above stated, the Borough Clerk is authorized to issue Requests for Qualifications ("RFQs"), for Bond Counsel, Borough Architect, Borough Attorney, Borough Auditor, Borough Appraiser, Borough Planner, Information Technology Professional, Labor Attorney, Planning Board Attorney, Prosecutor, Public Defender, Real Estate Appraiser, Risk Management Consultant, Special Attorney for Tax Appeal Conflicts, Special Conflict Counsel and Special Conflict Engineer, for the Borough of Norwood, notice of which shall be publicly advertised as required in the Pay to Play Law.
2. Responses to such RFQ must be submitted no later than 3:00 p.m. on November 29, 2024, at the Borough Clerk's Office at the Municipal Building, 455 Broadway, Norwood, New Jersey.
3. The Mayor shall be authorized to appoint a committee not to exceed three (3) persons, which committee shall consist of Borough Council Members and/or officials, who shall review the responses submitted to the RFQs with respect to each appointment, and make a determination whether there has been compliance with all specifications and requirements thereof, and make a recommendation for each appointment to the governing body.
4. Such appointments shall be subject to the preparation and execution of an agreement, or memoranda of understanding.
5. A copy of this Resolution shall be published in the *Record*, the official newspaper of the Borough of Norwood, within ten (10) days, according to law.

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk

BOROUGH OF NORWOOD

Resolution No. 2024-222

**AUTHORIZING A CHANGE IN THE AMOUNT OF THE PURCHASE OF A PIERCE
FIRE CUSTOM CHASSIS PUMPER FROM FIRE AND SAFETY SERVICES FROM
\$718,707.35 TO \$831,308.33**

**THROUGH THE HOUSTON-GALVESTON AREA COUNCIL ("HGAC")
PURCHASING PROGRAM; CONTRACT FS12-19**

WHEREAS, the Mayor and Council of the Borough of Norwood ("Borough"), pursuant to N.J.S.A. 52:34-6.2(3) (P.L. 2011, c. 139), may by resolution, and without advertising for bids, authorize the purchase of goods or services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey or within another state; and

WHEREAS, Mayor and Council of the Borough previously approved via resolution 2023-90 the purchase of a Pierce Custom Chassis Pumper with other equipment as described in a contract pricing worksheet dated March 10, 2023 ("the Vehicle"), from Fire and Safety Services, 200 Ryan Street, South Plainfield, NJ 07080 through the HGAC, a regional planning commission and political subdivision of the State of Texas, which has instituted a nationally recognized and accepted cooperative purchasing program under which it contracts with eligible entities for cooperative purchasing; and

WHEREAS, the Mayor and Council has determined that specifications as detailed in a contract pricing worksheet dated August 12, 2024 totaling \$99,600.98 as well as \$22,000.00 for additional work related to mounting tools, for a total increase of \$112,600.98 are necessary additions to the Vehicle; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available for this purchase and the certification is attached.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough, that the Mayor is authorized and directed to execute a contract, and the Borough Clerk to attest to the execution of a contract, to purchase the Vehicle from Fire and Safety Services for a revised amount not to exceed \$831,308.33

Certificate of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, has ascertained that there are available sufficient uncommitted funds in the line item specified in the 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
		NTE ADD'L \$112,600.98

Chris Battaglia, CFO

Date: 11/06/2024

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2024:223

**PERSON-TO-PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION
LICENSE NO. 0241-33-006-014**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License Number 0241-33-006-014, heretofore issued to Norwood Liquor License LLC., an active license, for premises located at 519 Livingston Street, Norwood, New Jersey;

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Norwood does hereby approve, effective November 6th, 2022 at 07:00pm, the Person-to-Person transfer of aforesaid Plenary Retail Consumption License, an active license, to 86 Beverage Group LLC., and does hereby direct the Borough Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to 86 Beverage Group LLC., effective November 6, 2024."

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2024-224

RESOLUTION FOR PROFESSIONAL SURVEYING, ENGINEERING, AND BIDDING SERVICES FOR PEDESTRIAN SAFETY IMPROVEMENTS TO PIERMONT ROAD

WHEREAS, the Borough of Norwood ("Borough") is in need of professional surveying, engineering, and bidding services for pedestrian safety improvements to Piermont Road; and

WHEREAS, Neglia Engineering Associates ("Neglia") has submitted a proposal for these services, a copy of which is attached hereto and incorporated herein by reference ("the Proposal"); and

WHEREAS, the Proposal reflects a Phase I and Phase II amount not to exceed \$31,936.00, and

WHEREAS, the Proposal reflects a materials cost Phase IV not to exceed \$2,000.00, and

WHEREAS, Neglia is the Borough's engineer for 2024 pursuant to a written professional and services contract, which was awarded on a fair and open basis; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available, and a copy of the certification is attached.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that the Proposal is approved and Neglia is authorized to proceed with the work in the Proposal; and

BE IT FURTHER RESOLVED, that the Mayor is authorized and directed to execute the Proposal on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is authorized and directed to: (1) forward a copy of this resolution together with the signed Proposal to Neglia upon its passage; and (2) to cause a brief notice of this contract award to be published in Borough's official newspaper, stating the name, duration, services, and amount of the contract, and that is resolution and the contract are to be maintained on file with the Borough Clerk and are to be available for public inspection during regular business hours.

Certificate of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, has ascertained that there are available sufficient uncommitted funds in the line item specified in the 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

Chris Battaglia, CFO

Date:

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 6, 2024.

Borough Clerk

BOROUGH OF NORWOOD

RESOLUTION NO. 2024 - 225

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO
BOROUGH OF OLD TAPPAN FOR THE REPAIR OF 2015 ODB LEAF
VACUUM UNIT SN#6953 MODEL #SCL8007M25 ON AN
EMERGENCY BASIS**

WHEREAS, the motor of a 2015 ODB Leaf Vacuum Unit SN#6953 Model #
SCL8007M25 has stopped functioning and was determined to be unrepairable; and

WHEREAS, Borough of Old Tappan was able to respond to the scope of this
emergency and provided a quote to replace and install a new motor; and

WHEREAS, under normal circumstances multiple quotes would have been
obtained before the repair was authorized; and

WHEREAS, an emergency existed requiring the performance of the service
pursuant to N.J.S.A. 40A:11-6; and

WHEREAS, N.J.S.A. 40A:11-6 permits the Borough to award a contract without
competitive contracting in the event of an emergency which requires the immediate
performance of the service; and

WHEREAS, the Borough Council finds that an emergency condition which may
affect the public safety and welfare required the immediate performance of the repair
service; and

WHEREAS, the repairs were limited to the emergency and completion of repairs
once commenced.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of
Norwood, in the County of Bergen and State of New Jersey, that a contract with Borough

of Old Tappan based on a proposal dated November 1, 2024, in the amount not to exceed \$30,000.00 for the emergency replacement of a motor for the 2015 ODB Leaf Vacuum Unit SN#6953 Moel # SCL8007M25 is hereby authorized.

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor & Council at their meeting held on November 6, 2024.

Borough Clerk

BOROUGH OF NORWOOD

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS
FOR THE PERIOD THROUGH NOVEMBER 6, 2024 IN THE TOTAL AMOUNT OF
\$3,096,951.00.

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

WHEREAS, the Chief Financial Officer of the Borough of Norwood has certified to the
governing body that there are funds legally appropriated and available in the 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 appropriation for said purpose;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough
of Norwood that it hereby authorizes and Chief Financial Officer and the Clerk to sign checks
in payment of the bills set forth in the annexed schedule.

#

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of
New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by
the Mayor & Council at their meeting held on November 6, 2024.

Borough Clerk

November 1, 2024
11:25 AM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 1

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: Y
Format: Condensed Held: N Aprv: Y Rcvd: Y
Range: 3-First to 4-zz-zz-zzzz-zzz Bid: Y State: Y Other: Y Exempt: Y
Batch Id Range: First to Last Received Date Range: 10/19/24 to 11/01/24 Include Non-Budgeted: Y
Vendors: All
Dept Page Break: No Subtotal CAFR: No Subtotal Dept: No

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: Current Fund Appropriations						
4-01-20-0110-240	Personnel Expenses & Training					
THOM0015 THOMAS BRIZZOLARA		24-01812	2024 STIPEND	1,000.00	0.00	
4-01-20-0120-221	Legal Advertising					
NORT0070 NORTH JERSEY MEDIA GROUP		24-01870	ORDER #10707102 10/29/2024	52.00	0.00	
4-01-20-0135-228	Other Professional Services					
WIELK005 WIELKOTZ & COMPANY LLC		24-01803	INV #24-137-04738 10/15/24	650.00	0.00	
4-01-20-0140-220	Contractual Services					
GREAT010 GREAT AMERICAN FINANCIAL SERVI		24-01851	INV #37712512 10/21/2024	159.00	0.00	
GREAT010 GREAT AMERICAN FINANCIAL SERVI		24-01867	INV #37774007 10/29/2024	249.50	0.00	
				408.50		
4-01-20-0145-500	Miscellaneous					
VOCC0005 VOCCOLA, JOANN		24-01876	2024 OCT MILEAGE TO BANK	7.24	0.00	
4-01-20-0165-220	Contractual					
NEGLI005 NEGLIA ENGINEERING INC		24-00475	GENERAL ENGINEERING 2024	1,750.00	0.00	B
4-01-20-0165-228	Other Professional Services					
NEGLI005 NEGLIA ENGINEERING INC		24-00451	NORWOOD COMMUNITY GARDEN	242.50	0.00	B
4-01-21-0180-221	Legal Advertising					
NORT0070 NORTH JERSEY MEDIA GROUP		24-01868	ORDER #10574611 10/29/2024	48.48	0.00	
NORT0070 NORTH JERSEY MEDIA GROUP		24-01869	ORDER #10551631 10/29/2024	11.88	0.00	
				60.36		
4-01-22-0295-253	Office Equip/Supplies					
WBMAS005 W.B. MASON CO., INC.		24-01329	INV #248505988 08/16/2024	96.71	0.00	
4-01-23-0220-292	Medical Insurance					
MATTH010 MATTHEW ROONEY		24-01807	2024 EYEWEAR ALLOWANCE	150.00	0.00	
4-01-23-0220-293	Medical-Inactive Empl					
TOMSC005 THOMAS SCHOPPE		24-01830	2024 OCT HEATHL BENEFITS	2,734.07	0.00	
ALANS005 ALAN SCHRADER		24-01887	2024 NOV HEALTH BENEFITS	2,223.82	0.00	
				4,957.89		
4-01-23-0220-299	Dental					
GUARD005 GUARDIAN		24-01829	CURRENT PREMIUM 11/01-11/30/24	4,642.44	0.00	
4-01-25-0240-230	Materials & Supplies					
WBMAS005 W.B. MASON CO., INC.		24-01547	INV #249133348 9/13/24	128.10	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-25-0240-238	Other Contractual Items					
TRANS010	TRANS UNION RISK & ALTERNATIVE	24-01609	ONLINE INVESTIGATIVE SERVICES	135.48	0.00	B
GTBM0010	GOLD TYPE BUSINESS MACHINES	24-01757	INV #I-04646 10/2/24 COMPUTER	6,416.87	0.00	
GTBM1005	GOLD TYPE BUSINESS MACHINES	24-01806	INV #I-05047 10/1/24 AVL RENEW	976.00	0.00	
VERIZ010	VERIZON	24-01816	BILL DATE: OCT 9, 2024	61.35	0.00	
CABLE005	OPTIMUM	24-01822	BILLING PERIOD: 10/16 - 11/15	<u>22.91</u>	0.00	
				7,612.61		
4-01-25-0240-240	Personel Expenses & Training					
DERCO015	D'ERCOLE DONUTS	24-01785	DONUTS FOR RAG-A-MUFFIN PARADE	700.00	0.00	
4-01-25-0241-209	Interboro Radio					
INTER030	INTERBOROUGH RADIO	24-01893	25% DUE BY 12/1/2024	19,103.25	0.00	
4-01-25-0256-229	Other Contractual Items					
RELIA010	RELIANT FIRE HOSE TESTING, INC	24-01137	2024 HOSE & LADDER TESTING	3,077.80	0.00	
VERIZ055	VERIZON WIRELESS	24-01815	MONTHLY CHARGES SEP 14 -OCT 13	<u>228.06</u>	0.00	
				3,305.86		
4-01-25-0260-230	Materials And Supplies					
VERAL005	V.E. RALPH & SON, INC.	24-01669	STRETCHER	1,137.60	0.00	
APPR0010	APPROVED SURGICAL SUPPLIES INC	24-01671	INV #57835 & #57890	<u>152.00</u>	0.00	
				1,289.60		
4-01-25-0260-242	Education & Training					
GPGEN005	GPG ENTERPRISES	24-01434	EMERGENCY MED RESPONDER COURSE	1,230.00	0.00	
4-01-25-0260-310	Rent					
NORW0020	NORWOOD VOLUNTEER AMBULANCE C	24-01889	2024 NOV RENT	1,250.00	0.00	
4-01-25-0265-290	Firehouse Rent					
NORW0010	NORWOOD FIRE DEPT.	24-01888	2024 NOV RENT	2,288.79	0.00	
4-01-26-0290-220	Contractual Services					
NEGLI005	NEGLIA ENGINEERING INC	24-00476	NORWOOD CPWM SERVICES 2024	1,883.02	0.00	B
4-01-26-0290-230	Materials & Supplies					
HIGHW005	HIGHWAY TRAFFIC SUPPLY INC.	24-01660	INV #066460 9/11/2024	193.41	0.00	
HIGHW005	HIGHWAY TRAFFIC SUPPLY INC.	24-01662	INV #066532 9/24/2024	<u>150.47</u>	0.00	
				343.88		
4-01-26-0290-232	Clothing And Uniforms					
CHRIS015	CHRISTOPHER BODRATO	24-01873	2024 CLOTHING ALLOWANCE	194.95	0.00	
4-01-26-0290-238	General Hardware					
HIGHW005	HIGHWAY TRAFFIC SUPPLY INC.	24-01661	INV #066424 9/4/2024	129.24	0.00	
4-01-26-0290-240	Personnel Expenses & Training					
BOROU030	BOROUGH OF BERGENFIELD	24-01709	LINE CLEARANCE ARBORIST TRAINING	2,630.00	0.00	
PVBUS005	PV BUSINESS SOLUTIONS INC.	24-01845	2025 OSHA COMPLIANCE MANUAL	<u>298.50</u>	0.00	
				2,928.50		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-0290-250	Work Equipment					
PRECIO10	PRECISION WEATHER FORECASTING, 24-01722		STORM WARNING FORECASTS	895.00	0.00	
4-01-26-0300-220	Tree Pruning Services					
RICHT005	RICH TREE SERVICE	24-01741	493 RIVERVALE AVE STUMP GRINDG	420.00	0.00	
4-01-26-0310-220	Contractual Services					
IMCLE005	I-M CLEANING, INC.	24-00273	2024 JANITORIAL SERVICES	1,442.00	0.00	B
PEREN005	PERENNIAL SERVICES LLC	24-00759	2024 SEASON FIELD FERTILIZATIO	2,565.00	0.00	B
AMRPE005	A. MR. PEST JR.	24-01719	INV #24403 9/22/2024	900.00	0.00	
REDIC005	REDICARE LLC	24-01836	INV #RED820084 10/23/2024	236.64	0.00	
				5,143.64		
4-01-26-0310-226	Maintenance Of Equipment					
DURIE005	DURIE LAWN MOWER & EQUIPMENT	24-01718	INV #H003058 9/26/24	159.90	0.00	
SHERW010	SHERWIN-WILLIAMS	24-01740	REPAIR GRACO 3400 PAINT MACHIN	94.00	0.00	
				253.90		
4-01-26-0310-230	Materials & Supplies					
FERGU005	FERGUSON ENTERPRISES LLC #501	24-01379	INV #1145026 7/2/24	16.54	0.00	
GPGEN005	GPG ENTERPRISES	24-01708	POWERHEART G5 AED & PADS	1,953.00	0.00	
WBMAS005	W.B. MASON CO., INC.	24-01767	INV #250054682 10/25/24	1,541.02	0.00	
WBMAS005	W.B. MASON CO., INC.	24-01828	INV #250061665 10/25/2024	904.66	0.00	
				4,415.22		
4-01-26-0315-220	Police					
ROBBI005	ROBBINS & FRANKE INC	24-01756	INV #285050 10/3/24 TIRES	1,016.00	0.00	
ALLAM010	ALL AMERICAN FORD-LINCOLN-MERC	24-01758	INV #310220A 10/3/24 CAR #305	368.01	0.00	
NORWO005	NORWOOD CAR CARE	24-01761	INV #843 08/09/2024	952.35	0.00	
NORWO005	NORWOOD CAR CARE	24-01762	INV #893 08/20/24	37.25	0.00	
NORWO005	NORWOOD CAR CARE	24-01763	INV #894 08/20/2024	44.25	0.00	
NORWO005	NORWOOD CAR CARE	24-01764	INV #978 09/05/2024	77.50	0.00	
NORWO005	NORWOOD CAR CARE	24-01765	INV #1119 10/01/2024	187.95	0.00	
NORWO005	NORWOOD CAR CARE	24-01766	INV #1128 10/02/2024	946.55	0.00	
				3,629.86		
4-01-26-0315-221	Streets & Roads					
CLOST010	CLOSTER CAR WASH	24-01720	10/3/24 HAND WASH DETAIL #376	54.99	0.00	
4-01-26-0315-222	Volunteer Fire					
ESSIN010	ESS, INC.	24-01583	INV #370683 8/28/24 TRUCK #365	740.80	0.00	
4-01-26-0315-223	Volunteer Ambulance					
BORO0095	BOROUGH OF OLD TAPPAN	24-01623	INV #1148 8/20/24 CAR 41C2	760.69	0.00	
ADVANO10	ADVANCE AUTO PARTS	24-01670	INV #4504424731111 9/3/24	109.95	0.00	
ADVANO10	ADVANCE AUTO PARTS	24-01837	INV #4504406830803 3/08/24	18.85	0.00	
				889.49		
4-01-27-0330-220	Contractual Services					
TREA0045	TREASURER, STATE OF NEW JERSEY	24-01874	2024 Q3 MARRAIGE/C U LICENSES	225.00	0.00	
4-01-28-0370-370	Borough Miscellaneous					
ARIST005	ARISTA TROPHIES & AWARDS	24-01789	NAMEPLATE - ARIEL PEREZ	14.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-29-0390-205 NORW0030 NORWOOD PUBLIC LIBRARY	Contribution	24-01892	NOV 2024	42,083.79	0.00	
4-01-30-0420-229 BRODE010 BRODERICK'S FLOWERS	Other Contractual Items	24-01750	INV #972599 9/19/24 CORRISTON	154.55	0.00	
4-01-31-0440-000 VERIZ005 VERIZON VERIZ030 VERIZON VERI0010 VERIZON WIRELESS	Telephone	24-01813 24-01814 24-01817	BILL DATE: OCT 9, 2024 BILL DATE: OCT 10, 2024 MONTHLY CHARGES SEP 14 -OCT 13	271.87 70.62 813.40	0.00 0.00 0.00	
				1,155.89		
4-01-31-0445-000 VEOLI010 VEOLIA WATER NEW JERSEY VEOLI005 VEOLIA WATER NEW JERSEY VEOLI015 VEOLIA WATER NEW JERSEY VEOLI060 VEOLIA WATER NEW JERSEY VEOLI055 VEOLIA WATER NEW JERSEY VEOLI025 VEOLIA WATER NEW JERSEY	Water	24-01818 24-01819 24-01820 24-01821 24-01826 24-01827	602 BROADWAY 9/18 - 10/16/24 496 BROADWAY 9/18 - 10/16/24 BROADWAY 9/18 - 10/15/24 WALNUT ST 1 9/17 - 10/16/24 455 BROADWAY 9/4 - 10/2/24 455 BDWY IRRIG 9/4 - 10/2/24	143.64 97.82 63.42 66.87 96.66 132.42	0.00 0.00 0.00 0.00 0.00 0.00	
				600.83		
4-01-31-0446-000 PSEGC005 PSE&G CO. PSEGC005 PSE&G CO. PSEGC005 PSE&G CO.	Natural Gas	24-01823 24-01824 24-01825	NORWOOD BORO 8/10 - 9/10/24 NORWOOD DPW 8/10 - 9/10/24 FIRE CO 1 8/10 - 9/10/24	47.39 206.02 146.27	0.00 0.00 0.00	
				399.68		
4-01-31-0460-000 RACHL005 RACHLES/MICHELE'S OIL CO. RACHL005 RACHLES/MICHELE'S OIL CO. RACHL005 RACHLES/MICHELE'S OIL CO.	Gasoline	24-01833 24-01834 24-01863	INV #416788 10/09/24 INV #416879 10/03/24 INV #417661 10/16/24	1,919.11 1,786.05 1,137.31	0.00 0.00 0.00	
				4,842.47		
	Fund Total: Current Fund Appropriations			122,324.55		
	Year Total:			122,324.55		
Fund:	General Capital					
C-04-55-1618-002 FIRE0025 FIREFIGHTER ONE LLC FIRE0025 FIREFIGHTER ONE LLC	ORD 16:18 FIRE DEPT. EQUIP/MACHINERY	24-01352 24-01614	MISC FITTING FOR 361 LEL GAS MONITOR	644.65 1,703.00	0.00 0.00	
				2,347.65		
C-04-55-1711-006 NEGLI005 NEGLIA ENGINEERING INC	ORD 17:11 BROAD ST BRIDGE/BOROUGH ROOF	24-01790	NORWMUN24.015 BROAD ST BRIDGE	11,366.50	0.00	B
C-04-55-1711-008 ROGUT005 ROGUT MCCARTHY LLC	ORD 17:11 SOFT COSTS	24-01877	BOND COUNSEL SRVS 7/1-9/30/24	1,776.00	0.00	
C-04-55-2103-600 NORW0020 NORWOOD VOLUNTEER AMBULANCE C	AMBULANCE TRUCK	24-01673	RADIO PARTS FOR NEW AMBULANCE	1,136.01	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-2103-800	2021 ROAD IMPROVEMENTS					
AJMC0005	AJM CONTRACTORS, INC.	24-00292	DEMAREST ST DRAINAGE IMPROVEME	173,318.82	0.00	B
NEGLI005	NEGLIA ENGINEERING INC	24-00631	NORWMUN24.011 2024 NJDOT RD PR	979.21	0.00	B
NEGLI005	NEGLIA ENGINEERING INC	24-01881	NORWMUN24.011 2024 NJDOT ROAD	<u>3,062.50</u>	0.00	B
				177,360.53		
C-04-55-2204-090	I. INFRASTRUCTURE IMPROVEMENTS					
NEGLI005	NEGLIA ENGINEERING INC	23-01232	INFRASTRUCTURE IMPROVEMENTS	1,687.50	0.00	B
C-04-55-2310-800	H. ROAD RESURFACING & PEDESTRIAN SAFETY					
NEGLI005	NEGLIA ENGINEERING INC	23-01556	ROAD RESURF & PEDESTRIAN SAFET	7,874.00	0.00	B
NEGLI005	NEGLIA ENGINEERING INC	24-01679	2024 ROAD & DEMAREST DRAINAGE	<u>13,689.87</u>	0.00	B
				21,563.87		
	Fund Total: General Capital			217,238.06		
	Year Total:			217,238.06		
Fund:	PUBLIC DEFENDER DEDICATED TRUST					
T-12-00-2930-000	CELEBRATION OF PUBLIC EVENTS					
FORCE005	FORCELLATI BROTHERS INC	24-01752	NORWOOD DAY DECORATIONS	1,822.50	0.00	
	Fund Total: PUBLIC DEFENDER DEDICATED TRUST			1,822.50		
T-13-00-2860-000	Reserve Mun Open Space Exp					
NEGLI005	NEGLIA ENGINEERING INC	24-00291	KENNEDY PARK PLAYGROUND IMPROV	1,587.25	0.00	B
	Fund Total:			1,587.25		
	Year Total:			3,409.75		

Revenue Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-08-1040-002 NORT0055 NORTHERN VALLEY P.B.A.	Raffles	24-01778	REFUND OF RAFFLE LICENSE FEE	180.00	0.00	
Revenue Total:				180.00		

November 1, 2024
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BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

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G/L Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-2050 CHRIS020	Redemption Ttl Cert CHRISTIANA T C/F CE1/FIRSTRUST	24-01775	REDEMPTION OF TAX TITLE LIEN	6,278.85	0.00	
4-01-2060 NORW025	Local School Taxes NORWOOD BOARD OF EDUCATION	24-01891	2024 NOV TAX LEVY	988,059.34	0.00	
4-01-2070 NORT015	Regional School Taxes NORTHERN VALLEY REGIONAL HS	24-01890	2024 NOV TAX LEVY	852,075.60	0.00	
4-01-2080 COUN020	County Taxes COUNTY OF BERGEN	24-01894	2024 Q4 COUNTY TAX LEVY	863,723.38	0.00	
4-01-2085 COUN055	County Open Space Tax COUNTY OPEN SPACE TRUST FUND	24-01895	2024 Q4 COUNTY OPEN SPACE TAX	39,861.47	0.00	
4-21-2860 CHRIS020	TAX SALE PREMIUMS CHRISTIANA T C/F CE1/FIRSTRUST	24-01775	REDEMPTION OF TAX TITLE LIEN	3,800.00	0.00	
G/L Total:				2,753,798.64		
Total Charged Lines: 152		Total List Amount: 3,096,951.00		Total Void Amount: 0.00		

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund Appropriations	4-01	122,324.55	180.00	2,749,998.64	2,872,503.19
	4-21	<u>0.00</u>	<u>0.00</u>	<u>3,800.00</u>	<u>3,800.00</u>
Year Total:		122,324.55	180.00	2,753,798.64	2,876,303.19
General Capital	C-04	217,238.06	0.00	0.00	217,238.06
PUBLIC DEFENDER DEDICATED TRUST	T-12	1,822.50	0.00	0.00	1,822.50
	T-13	<u>1,587.25</u>	<u>0.00</u>	<u>0.00</u>	<u>1,587.25</u>
Year Total:		3,409.75	0.00	0.00	3,409.75
Total of All Funds:		<u><u>342,972.36</u></u>	<u><u>180.00</u></u>	<u><u>2,753,798.64</u></u>	<u><u>3,096,951.00</u></u>

BOROUGH OF NORWOOD
Abbreviated Budget Account Status

Range of Accounts: 4-First		to 4-Last		Include Cap Accounts: Yes		Skip Zero Activity: Yes		As of: 11/01/24	
Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance	YTD	%Used
4-01-00-0000-000	Current Fund Appropriations								
4-01-20-0100-100	General Administration S&W	123,800.00	0.00	0.00	92,801.34	30,998.66	30,998.66	30,998.66	75
4-01-20-0100-200	General Administration Oe								
4-01-20-0100-220	Contractual	11,000.00	0.00	843.75	20,022.93	9,022.93-	9,866.68-	190	
4-01-20-0100-221	Legal Advertising	1,000.00	0.00	0.00	158.48	841.52	841.52	16	
4-01-20-0100-222	Postage	5,000.00	0.00	3,000.00	3,839.98	1,160.02	1,839.98-	137	
4-01-20-0100-223	Printing & Binding	5,000.00	0.00	0.00	0.00	5,000.00	5,000.00	0	
4-01-20-0100-226	Maint. Of Equip	2,500.00	0.00	0.00	1,336.19	1,163.81	1,163.81	53	
4-01-20-0100-229	Other Contractual Items	36,500.00	0.00	7,875.00	25,556.03	10,943.97	3,068.97	92	
4-01-20-0100-230	Materials & Supplies	1,700.00	0.00	0.00	566.99	1,133.01	1,133.01	33	
4-01-20-0100-233	Books & Publications	400.00	0.00	0.00	225.00	175.00	175.00	56	
4-01-20-0100-236	Office Supplies	200.00	0.00	0.00	7.98-	207.98	207.98	4-	
4-01-20-0100-240	Personnel Expenses & Training	100.00	0.00	0.00	30.00	70.00	70.00	30	
4-01-20-0100-241	Conferences & Meetings	200.00	0.00	0.00	322.90	122.90-	122.90-	161	
4-01-20-0100-244	Professional Dues	1,000.00	0.00	0.00	805.00	195.00	195.00	80	
Control: 0100	Total	64,600.00	0.00	11,718.75	52,855.52	11,744.48	25.73	100	
4-01-20-0110-200	Mayor And Council O/E								
4-01-20-0110-240	Personnel Expenses & Training	10,200.00	0.00	1,000.00	7,000.00	3,200.00	2,200.00	78	
4-01-20-0110-241	Conferences & Meetings	3,000.00	0.00	0.00	310.00	2,690.00	2,690.00	10	
4-01-20-0110-244	Professional Dues	1,600.00	0.00	0.00	400.00	1,200.00	1,200.00	25	
Control: 0110	Total	14,800.00	0.00	1,000.00	7,710.00	7,090.00	6,090.00	59	
4-01-20-0111-000	Elections Sw								
4-01-20-0120-000	Municipal Clerk Sw	102,300.00	0.00	0.00	76,658.40	25,641.60	25,641.60	75	
4-01-20-0120-200	Municipal Clerk O/E								
4-01-20-0120-221	Legal Advertising	2,400.00	0.00	52.00	2,167.44	232.56	180.56	92	
4-01-20-0120-222	Elections	8,000.00	0.00	0.00	5,935.31	2,064.69	2,064.69	74	
4-01-20-0120-223	Printing & Binding	3,000.00	0.00	1,744.55	1,195.00	1,805.00	60.45	98	
4-01-20-0120-229	Other Contractual Items	2,700.00	0.00	0.00	2,757.50	57.50-	57.50-	102	
4-01-20-0120-230	Materials & Supplies	2,000.00	0.00	0.00	696.66	1,303.34	1,303.34	35	
4-01-20-0120-233	Books & Publications	0.00	0.00	0.00	2,616.39	2,616.39-	2,616.39-	0	
4-01-20-0120-241	Conferences & Meetings	1,000.00	0.00	0.00	302.48	697.52	697.52	30	
4-01-20-0120-244	Professional Dues	1,000.00	0.00	0.00	653.44	346.56	346.56	65	
4-01-20-0120-246	Misc	0.00	0.00	0.00	23.50	23.50-	23.50-	0	
Control: 0120	Total	20,100.00	0.00	1,796.55	16,347.72	3,752.28	1,955.73	90	

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-20-0130-100	Financial Administration S&W	159,500.00	0.00	0.00	130,001.40	29,498.60	29,498.60	82
4-01-20-0130-200	Financial Administration O/E		0.00	0.00	645.00	645.00-	645.00-	0
4-01-20-0130-223	Printing & Binding		0.00	0.00	1,500.00	12,500.00	12,500.00	11
4-01-20-0130-229	Other Contractual Items	14,000.00	0.00	0.00	632.13	3,367.87	3,367.87	16
4-01-20-0130-230	Materials & Supplies	4,000.00	0.00	0.00	138.49	1,861.51	1,861.51	7
4-01-20-0130-236	Office Supplies	2,000.00	0.00	0.00	2,915.62	17,084.38	17,084.38	15
Control: 0130	Total	20,000.00	0.00	0.00				
4-01-20-0135-200	Audit Services O/E		0.00	650.00	47,450.00	9,550.00	8,900.00	84
4-01-20-0135-228	Other Professional Services	57,000.00	0.00	650.00	47,450.00	9,550.00	8,900.00	84
Control: 0135	Total	57,000.00	0.00					
4-01-20-0140-200	Computer Data Process O/E		0.00	408.50	17,773.20	273.20-	681.70-	104
4-01-20-0140-220	Contractual Services	17,500.00	0.00	0.00	0.00	10,000.00	10,000.00	0
4-01-20-0140-259	Data Processing Equipment	10,000.00	0.00	408.50	17,773.20	9,726.80	9,318.30	66
Control: 0140	Total	27,500.00	0.00					
4-01-20-0145-100	Revenue Administration S&W	20,700.00	0.00	0.00	0.00	20,700.00	20,700.00	0
4-01-20-0145-200	Revenue Administration O/E		0.00	0.00	0.00	500.00	500.00	0
4-01-20-0145-221	Legal Advertising	500.00	0.00	0.00	2,713.28	786.72	786.72	78
4-01-20-0145-223	Printing & Binding	3,500.00	0.00	0.00	2,618.03	381.97	381.97	87
4-01-20-0145-236	Office Supplies	3,000.00	0.00	7.24	78.13	78.13-	85.37-	0
4-01-20-0145-500	Miscellaneous	0.00	0.00	7.24	5,409.44	1,590.56	1,583.32	77
Control: 0145	Total	7,000.00	0.00					
4-01-20-0150-100	Tax Assessment S&W	25,400.00	0.00	0.00	27,759.42	2,359.42-	2,359.42-	109
4-01-20-0150-200	Tax Assessment O/E		0.00	0.00	1,561.75	1,061.75-	1,061.75-	312
4-01-20-0150-223	Printing & Binding	500.00	0.00	0.00	0.00	1,500.00	1,500.00	0
4-01-20-0150-233	Books & Publications	1,500.00	0.00	0.00	0.00	300.00	300.00	0
4-01-20-0150-236	Office Supplies	300.00	0.00	0.00	180.00	120.00	120.00	60
4-01-20-0150-244	Professional Dues	300.00	0.00	0.00	1,741.75	858.25	858.25	67
Control: 0150	Total	2,600.00	0.00	0.00				
4-01-20-0155-200	Legal Services O/E		0.00	0.00	21,491.50	46,508.50	46,508.50	32
4-01-20-0155-220	Contractual Services	68,000.00	0.00	0.00	10,924.33	14,075.67	14,075.67	44
4-01-20-0155-228	Other Professional Services	25,000.00	0.00	0.00	32,415.83	60,584.17	60,584.17	35
Control: 0155	Total	93,000.00	0.00	0.00				

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance	YTD	%Used
4-01-20-0165-200	Engineering Services Oe								
4-01-20-0165-220	Contractual	21,000.00	0.00	7,000.00	14,000.00	7,000.00	0.00	0.00	100
4-01-20-0165-228	Other Professional Services	43,000.00	0.00	1,658.97	8,843.53	34,156.47	32,497.50	32,497.50	24
Control: 0165	Total	64,000.00	0.00	8,658.97	22,843.53	41,156.47	32,497.50	32,497.50	49
4-01-21-0180-200	Planning Board Oe								
4-01-21-0180-221	Legal Advertising	500.00	0.00	60.36	133.92	366.08	305.72	305.72	39
4-01-21-0180-227	Legal Services	10,000.00	0.00	0.00	5,250.00	4,750.00	4,750.00	4,750.00	52
4-01-21-0180-230	Materials & Supplies	1,000.00	0.00	0.00	54.79	945.21	945.21	945.21	5
4-01-21-0180-242	Education/Training	500.00	0.00	0.00	0.00	500.00	500.00	500.00	0
Control: 0180	Total	12,000.00	0.00	60.36	5,438.71	6,561.29	6,500.93	6,500.93	46
4-01-21-0182-200	Environmental Comm								
4-01-21-0182-230	Materials/Supplies/Conf	7,500.00	0.00	1,653.00	3,285.31	4,214.69	2,561.69	2,561.69	66
Control: 0182	Total	7,500.00	0.00	1,653.00	3,285.31	4,214.69	2,561.69	2,561.69	66
4-01-21-0190-100	AFFORDABLE HOUSING LIAISON S&W								
4-01-22-0295-100	Code Enforcement Sw	11,800.00	0.00	0.00	0.00	11,800.00	11,800.00	11,800.00	0
		185,900.00	0.00	0.00	156,310.34	29,589.66	29,589.66	29,589.66	84
4-01-22-0295-200	Code Enforcement O/E								
4-01-22-0295-220	Contractual Services	11,500.00	0.00	0.00	5,250.00	6,250.00	6,250.00	6,250.00	46
4-01-22-0295-226	Maintenance Of Equipment	0.00	0.00	0.00	72.00	72.00-	72.00-	72.00-	0
4-01-22-0295-233	Books & Publications	500.00	0.00	0.00	94.50	405.50	405.50	405.50	19
4-01-22-0295-241	Conferences & Meetings	700.00	0.00	0.00	70.00	630.00	630.00	630.00	10
4-01-22-0295-242	Education & Training	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	0
4-01-22-0295-244	Professional Dues	200.00	0.00	0.00	0.00	200.00	200.00	200.00	0
4-01-22-0295-253	Office Equip/Supplies	7,000.00	0.00	96.71	2,566.90	4,433.10	4,336.39	4,336.39	38
Control: 0295	Total	20,900.00	0.00	96.71	8,053.40	12,846.60	12,749.89	12,749.89	39
4-01-23-0210-200	Insurance O/E								
4-01-23-0210-201	Wk.Comp Fire/Library	3,500.00	0.00	0.00	3,444.00	56.00	56.00	56.00	98
4-01-23-0210-202	Gen'L Liability Ins. Jif	353,926.00	0.00	0.00	354,193.78	267.78-	267.78-	267.78-	100
Control: 0210	Total	357,426.00	0.00	0.00	357,637.78	211.78-	211.78-	211.78-	100
4-01-23-0220-200	Insurance O/E								
4-01-23-0220-292	Medical Insurance	575,000.00	0.00	150.00	570,313.23	4,686.77	4,536.77	4,536.77	99
4-01-23-0220-293	Medical-Inactive Emp'l	160,000.00	0.00	2,734.07	124,326.68	35,673.32	32,939.25	32,939.25	79
4-01-23-0220-299	Dental	65,000.00	0.00	4,642.44	42,244.53	22,755.47	18,113.03	18,113.03	72
Control: 0220	Total	800,000.00	0.00	7,526.51	736,884.44	63,115.56	55,589.05	55,589.05	93

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-23-0225-200	Insurance / Sui							
4-01-23-0225-212	Unemployment Comp.	20,000.00	0.00	0.00	0.00	20,000.00	20,000.00	0
Control: 0225	Total	20,000.00	0.00	0.00	0.00	20,000.00	20,000.00	0
4-01-25-0240-100	Police S/W	2,952,100.00	0.00	0.00	2,058,897.34	893,202.66	893,202.66	70
4-01-25-0240-200	Police O/E							
4-01-25-0240-223	Printing & Binding	634.46	0.00	0.00	0.00	634.46	634.46	0
4-01-25-0240-226	Equipment Maint	634.11	0.00	0.00	0.00	634.11	634.11	0
4-01-25-0240-230	Materials & Supplies	5,072.96	0.00	218.10	3,019.38	2,053.58	1,835.48	64
4-01-25-0240-233	Books & Publications	1,014.66	0.00	0.00	0.00	1,014.66	1,014.66	0
4-01-25-0240-236	Office Supplies	2,536.50	0.00	0.00	21.34	2,515.16	2,515.16	1
4-01-25-0240-238	Other Contractual Items	121,549.55	0.00	9,434.49	42,938.93	78,610.62	69,176.13	43
4-01-25-0240-240	Personel Expenses & Training	6,341.22	0.00	700.00	3,324.77	3,016.45	2,316.45	63
4-01-25-0240-241	Conferences & Meetings	2,536.50	0.00	0.00	1,059.04	1,477.46	1,477.46	42
4-01-25-0240-244	Professional Dues	1,902.35	0.00	100.00	1,650.00	252.35	152.35	92
4-01-25-0240-246	Uniform Allowance/Spec. & Guar	3,804.72	0.00	120.00	618.94	3,185.78	3,065.78	19
4-01-25-0240-258	Other Equipment	17,121.28	0.00	2,928.00	28,608.37	11,487.09-	14,415.09-	184
4-01-25-0240-259	Bergen County Forfeiture	8,877.69	0.00	0.00	0.00	8,877.69	8,877.69	0
Control: 0240	Total	172,026.00	0.00	13,500.59	81,240.77	90,785.23	77,284.64	55
4-01-25-0241-200	Police Dispatch/911							
4-01-25-0241-209	Interboro Radio	77,000.00	0.00	0.00	57,309.75	19,690.25	19,690.25	74
Control: 0241	Total	77,000.00	0.00	0.00	57,309.75	19,690.25	19,690.25	74
4-01-25-0256-200	Aid To Fire Companies O/E							
4-01-25-0256-226	Mainteance Of Equipment	6,520.00	0.00	1,101.15	2,918.64	3,601.36	2,500.21	62
4-01-25-0256-229	Other Contractual Items	8,160.00	0.00	3,902.80	5,161.68	2,998.32	904.48-	111
4-01-25-0256-230	Materials & Supplies	5,100.00	0.00	1,232.85	1,756.78	3,343.22	2,110.37	59
4-01-25-0256-242	Education & Training	3,570.00	0.00	800.00	2,786.91	783.09	16.91-	100
4-01-25-0256-243	Uniform Allowance	15,810.00	0.00	0.00	0.00	15,810.00	15,810.00	0
4-01-25-0256-257	Other- Donation	2,040.00	0.00	2,353.59	0.00	2,040.00	313.59-	115
4-01-25-0256-300	Volunteer Stipends	20,000.00	0.00	0.00	0.00	20,000.00	20,000.00	0
Control: 0256	Total	61,200.00	0.00	9,390.39	12,624.01	48,575.99	39,185.60	36
4-01-25-0260-200	Aid To Volunteer Ambulance							
4-01-25-0260-229	Other Contractual Items	4,173.58	0.00	1,791.75	1,194.82	2,978.76	1,187.01	72
4-01-25-0260-230	Materials And Supplies	10,918.00	0.00	2,050.84	7,192.41	3,725.59	1,674.75	85
4-01-25-0260-232	Uniforms	3,997.20	0.00	0.00	0.00	3,997.20	3,997.20	0
4-01-25-0260-242	Education & Training	1,592.22	0.00	1,230.00	0.00	1,592.22	362.22	77

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-25-0260-300	Clothing Allowance	12,240.00	0.00	0.00	0.00	12,240.00	12,240.00	0
4-01-25-0260-310	Rent	15,000.00	0.00	0.00	12,500.00	2,500.00	2,500.00	83
Control: 0260	Total	47,921.00	0.00	5,072.59	20,887.23	27,033.77	21,961.18	54
4-01-25-0265-100	Fire Prevention SW	42,500.00	0.00	0.00	12,633.62	29,866.38	29,866.38	30
4-01-25-0265-200	Fire Prevention O/E	2,000.00	0.00	0.00	0.00	2,000.00	2,000.00	0
4-01-25-0265-229	Other Contractual Items	200.00	0.00	0.00	0.00	200.00	200.00	0
4-01-25-0265-242	Education & Training	114,500.00	0.00	0.00	94,734.55	19,765.45	19,765.45	83
4-01-25-0265-273	Fire Hydrants Charges	27,466.00	0.00	0.00	20,599.11	6,866.89	6,866.89	75
4-01-25-0265-290	Firehouse Rent	144,166.00	0.00	0.00	115,333.66	28,832.34	28,832.34	80
Control: 0265	Total							
4-01-25-0275-200	Municipal Prosecutor O/E	5,100.00	0.00	0.00	1,250.00	3,850.00	3,850.00	25
4-01-25-0275-205	Other Professional Services	5,100.00	0.00	0.00	1,250.00	3,850.00	3,850.00	25
Control: 0275	Total							
4-01-25-0285-200	OEM OTHER EXPENSES	100.00	0.00	0.00	0.00	100.00	100.00	0
4-01-25-0285-201	Other Expenses	100.00	0.00	0.00	0.00	100.00	100.00	0
Control: 0285	Total							
4-01-26-0290-100	Streets & Road Maint S&W	837,100.00	0.00	0.00	593,975.54	243,124.46	243,124.46	71
4-01-26-0290-200	Streets & Road Maint O/E	45,000.00	0.00	24,722.49	27,142.43	17,857.57	6,864.92-	115
4-01-26-0290-220	Contractual Services	20,000.00	0.00	3,634.10	17,797.13	2,202.87	1,431.23-	107
4-01-26-0290-226	Maintenance Of Equipment	25,000.00	0.00	2,527.11	12,148.29	12,851.71	10,324.60	59
4-01-26-0290-230	Materials & Supplies	5,000.00	0.00	499.92	4,836.58	163.42	336.50-	107
4-01-26-0290-232	Clothing And Uniforms	3,500.00	0.00	265.98	1,626.64	1,873.36	1,607.38	54
4-01-26-0290-238	General Hardware	13,000.00	0.00	2,928.50	13,529.75	529.75-	3,458.25-	127
4-01-26-0290-240	Personnel Expenses & Training	600.00	0.00	0.00	210.00	390.00	390.00	35
4-01-26-0290-244	Professional Dues	25,000.00	0.00	2,358.91	8,613.11	16,386.89	14,027.98	44
4-01-26-0290-250	Work Equipment	50,000.00	0.00	355.00	16,287.39	33,712.61	33,357.61	33
4-01-26-0290-256	Livingston St Beautification	4,000.00	0.00	0.00	728.06	3,271.94	3,271.94	18
4-01-26-0290-258	Other Equipment	2,000.00	0.00	0.00	25.00	1,975.00	1,975.00	1
4-01-26-0290-259	Professional Services	1,500.00	0.00	0.00	2,025.00	525.00-	525.00-	135
4-01-26-0290-260	Snow Removal	194,600.00	0.00	37,292.01	104,969.38	89,630.62	52,338.61	73
Control: 0290	Total							
4-01-26-0300-200	Other Public Works	25,000.00	0.00	420.00	17,309.64	7,690.36	7,270.36	71
4-01-26-0300-220	Tree Pruning Services							

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-26-0300-258 Control: 0300	Sewers - Equip/Supplies Total	35,000.00 60,000.00	0.00 0.00	849.94 1,269.94	20,891.50 38,201.14	14,108.50 21,798.86	13,258.56 20,528.92	62 66
4-01-26-0305-200 4-01-26-0305-220 Control: 0305	Solid Waste Collection O/E Contractual Services Total	680,000.00 680,000.00	0.00 0.00	153,809.36 153,809.36	492,185.85 492,185.85	187,814.15 187,814.15	34,004.79 34,004.79	95 95
4-01-26-0310-200 4-01-26-0310-220 4-01-26-0310-222 4-01-26-0310-226 4-01-26-0310-230 4-01-26-0310-238 4-01-26-0310-300 Control: 0310	Buildings & Grounds O/E Contractual Services Haring Fence Maintenance of Equipment Materials & Supplies General Hardware Maintenance of Public Buildings Total	55,000.00 800.00 30,000.00 50,000.00 10,000.00 15,000.00 160,800.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	19,712.64 0.00 7,778.90 14,734.55 0.00 0.00 42,226.09	41,937.03 799.95 19,248.46 42,536.51 995.11 12,447.17 117,964.23	13,062.97 0.05 10,751.54 7,463.49 9,004.89 2,552.83 42,835.77	6,649.67- 0.05 2,972.64 7,271.06- 9,004.89 2,552.83 609.68	112 100 90 115 10 83 100
4-01-26-0315-200 4-01-26-0315-220 4-01-26-0315-221 4-01-26-0315-222 4-01-26-0315-223 Control: 0315	Vehicle Maintenance O/E Police Streets & Roads Volunteer Fire Volunteer Ambulance Total	19,100.00 50,000.00 30,000.00 12,000.00 111,100.00	0.00 0.00 0.00 0.00 0.00	6,049.54 6,322.61 9,870.95 889.49 23,132.59	9,144.32 29,867.09 11,778.44 13,281.55 64,071.40	9,955.68 20,132.91 18,221.56 1,281.55- 47,028.60	3,906.14 13,810.30 8,350.61 2,171.04- 23,896.01	80 72 72 118 78
4-01-26-0511-200 4-01-26-0511-220 4-01-26-0511-229 4-01-26-0511-231 Control: 0511	Njpdas Stormwater Mgmt Contractual Service Permits Compost Facility Total	0.00 0.00 5,000.00 5,000.00	0.00 0.00 0.00 0.00	48.75 0.00 0.00 48.75	3,600.00 660.00 0.00 4,260.00	3,600.00- 660.00- 5,000.00 740.00	3,648.75- 660.00- 5,000.00 691.25	0 0 0 86
4-01-26-0515-200 4-01-27-0330-100	Njpdas Stormwater Management Public Health Services Sw	30,700.00	0.00	0.00	18,786.14	11,913.86	11,913.86	61
4-01-27-0330-200 4-01-27-0330-220 4-01-27-0330-221 4-01-27-0330-222 4-01-27-0330-229 4-01-27-0330-236 4-01-27-0330-241 4-01-27-0330-242	Public Health Services O/E Contractual Services Legal Advertising Flu Clinic Other Contractual Services Office Supplies Conferences & Meetings Education & Training	40,600.00 500.00 1,500.00 1,700.00 1,200.00 400.00 5,500.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	855.00 0.00 0.00 0.00 0.00 0.00 0.00	36,751.96 226.71 0.00 2,033.00 815.01 0.00 0.00	3,848.04 273.29 1,500.00 333.00- 384.99 400.00 5,500.00	2,993.04 273.29 1,500.00 333.00- 384.99 400.00 5,500.00	93 45 0 120 68 0 0

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/reimb	Unexpended	Balance YTD	%Used
4-01-27-0330-244	Professional Dues	100.00	0.00	0.00	120.00	20.00-	20.00-	120
4-01-27-0330-245	Others	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00	0
Control: 0330	Total	52,500.00	0.00	855.00	39,946.68	12,553.32	11,698.32	78
4-01-28-0370-100	Recreation SW	26,900.00	0.00	0.00	21,431.54	5,468.46	5,468.46	80
4-01-28-0370-200	Recreation O/E	15,000.00	0.00	0.00	11,800.00	3,200.00	3,200.00	79
4-01-28-0370-215	Seniors	0.00	0.00	0.00	26.40	26.40-	26.40-	0
4-01-28-0370-221	Legal Advertising	14,500.00	0.00	10,000.00	190.40	14,309.60	4,309.60	70
4-01-28-0370-300	Baseball & Softball	10,000.00	0.00	0.00	1,262.82-	11,262.82	11,262.82	13-
4-01-28-0370-310	Football	5,000.00	0.00	0.00	3,604.83	1,395.17	1,395.17	72
4-01-28-0370-320	Cheer	3,200.00	0.00	0.00	1,374.93	1,825.07	1,825.07	43
4-01-28-0370-330	Soccer	6,000.00	0.00	0.00	2,155.28	3,844.72	3,844.72	36
4-01-28-0370-340	Basketball	10,200.00	0.00	0.00	3,329.52	6,870.48	6,870.48	33
4-01-28-0370-350	Summer Camp	5,000.00	0.00	0.00	665.65	4,334.35	4,334.35	13
4-01-28-0370-360	New Programs & Events	10,000.00	0.00	14.00	1,914.31	8,085.69	8,071.69	19
4-01-28-0370-370	Borough Miscellaneous	78,900.00	0.00	10,014.00	23,798.50	55,101.50	45,087.50	43
Control: 0370	Total	505,006.00	0.00	0.00	420,837.90	84,168.10	84,168.10	83
4-01-29-0390-200	Municipal Library O/E	505,006.00	0.00	0.00	420,837.90	84,168.10	84,168.10	83
4-01-29-0390-205	Contribution	505,006.00	0.00	0.00	420,837.90	84,168.10	84,168.10	83
Control: 0390	Total	44,645.00	0.00	0.00	0.00	44,645.00	44,645.00	0
4-01-30-0415-229	Acc Leave Compensation	38,000.00	0.00	565.55	32,078.86	5,921.14	5,355.59	86
4-01-30-0420-200	Celeb of Public Events O/E	38,000.00	0.00	565.55	32,078.86	5,921.14	5,355.59	86
4-01-30-0420-229	Other Contractual Items	38,000.00	0.00	565.55	32,078.86	5,921.14	5,355.59	86
Control: 0420	Total	97,020.00	0.00	0.00	61,774.31	35,245.69	35,245.69	64
4-01-31-0430-000	Electricity	91,980.00	0.00	0.00	66,485.74	25,494.26	25,494.26	72
4-01-31-0435-000	Street Lighting	61,800.00	0.00	0.00	29,996.78	31,803.22	31,803.22	49
4-01-31-0440-000	Telephone	37,905.00	0.00	0.00	31,424.31	6,480.69	6,480.69	83
4-01-31-0445-000	Water	71,500.00	0.00	0.00	22,506.69	48,993.31	48,993.31	31
4-01-31-0446-000	Natural Gas	719,000.00	0.00	0.00	718,158.36	841.64	841.64	100
4-01-31-0455-000	BCUA Sewer	82,400.00	0.00	4,842.47	39,040.51	43,359.49	38,517.02	53
4-01-31-0460-000	Gasoline	177,416.00	0.00	0.00	127,497.44	49,918.56	49,918.56	72
4-01-36-0472-000	Social Security	800,908.00	0.00	0.00	800,908.00	0.00	0.00	100
4-01-36-0474-000	Pfrs	191,062.00	0.00	0.00	191,062.00	0.00	0.00	100
4-01-36-0475-000	Pers	20,000.00	0.00	0.00	0.00	20,000.00	20,000.00	0
4-01-36-0476-000	Losap							

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-36-0478-000	DCRP	1,000.00	0.00	0.00	6,442.07	5,442.07-	5,442.07-	644
4-01-41-0700-000	Federal & State Grants							
4-01-41-1000-000	BUDGETED GRANTS	127,470.00	0.00	0.00	127,470.00	0.00	0.00	100
4-01-43-0490-105	Contingent	60,000.00	0.00	1,012.25	9,500.00	50,500.00	49,487.75	18
4-01-43-0491-100	Municipal Court Sw	29,100.00	0.00	0.00	34,164.12	5,064.12-	5,064.12-	117
4-01-43-0491-200	Municipal Court O/E							
4-01-43-0491-229	Other Contractual Items	5,800.00	0.00	0.00	0.00	5,800.00	5,800.00	0
4-01-43-0491-231	Materials & Supplies	1,300.00	0.00	0.00	397.24	902.76	902.76	31
4-01-43-0491-236	Office Supplies	800.00	0.00	0.00	0.00	800.00	800.00	0
4-01-43-0491-241	Conferences & Meetings	1,200.00	0.00	0.00	596.98	603.02	603.02	50
4-01-43-0491-244	Professional Dues	400.00	0.00	0.00	0.00	400.00	400.00	0
4-01-43-0491-253	Office Equipment	300.00	0.00	0.00	0.00	300.00	300.00	0
4-01-43-0491-255	Court Assistant	0.00	0.00	0.00	460.00	460.00-	460.00-	0
Control: 0491	Total	9,800.00	0.00	0.00	1,454.22	8,345.78	8,345.78	15
4-01-43-0495-200	Public Defender O/E							
4-01-44-0901-000	Capital Improvement Fund							
4-01-45-0920-000	Bonds Principal	75,000.00	0.00	0.00	0.00	75,000.00	75,000.00	0
4-01-45-0925-000	Notes Interest	800,000.00	0.00	0.00	800,000.00	0.00	0.00	100
4-01-45-0930-000	Bonds Interest	321,705.00	0.00	0.00	317,236.87	4,468.13	4,468.13	99
4-01-45-0935-000	Note Principal	112,313.00	0.00	0.00	112,312.50	0.50	0.50	100
4-01-45-0945-000	Njeit Loans Principal	89,258.00	0.00	0.00	0.00	89,258.00	89,258.00	0
4-01-45-0946-000	Njeit Loans Interest	48,300.00	0.00	0.00	48,297.45	2.55	2.55	100
4-01-50-0899-000	Reserve Uncollected Taxes	7,700.00	0.00	0.00	7,640.00	60.00	60.00	99
4-01-55-1060-000	REFUND CY TAX OVERPAYMENT	621,000.00	0.00	0.00	0.00	621,000.00	621,000.00	0
4-01-55-1614-000	DUE TO/FROM PAYROLL	0.00	0.00	0.00	8,348.00	8,348.00-	8,348.00-	0
4-01-55-2030-000	Accounts Payable	0.00	0.00	0.00	1,800,000.00	1,800,000.00-	1,800,000.00-	0
4-01-55-2080-000	COUNTY TAXES	0.00	0.00	20,000.00	1,802.52	1,802.52-	21,802.52-	0
4-01-55-2085-000	COUNTY OPEN SPACE TAX	0.00	0.00	0.00	825,202.00	825,202.00-	825,202.00-	0
4-01-55-2820-001	NON BUDGET DUE TO STATE UCC FEES	0.00	0.00	0.00	36,112.00	36,112.00-	36,112.00-	0
4-01-55-2820-590	Non Budget - Refund Tax Appeal	0.00	0.00	0.00	7,689.00	7,689.00-	7,689.00-	0
Fund: 01	Current Fund Appropriations Budgeted Total	13,198,827.00	0.00	336,608.17	13,152.10	13,152.10-	13,152.10-	0
Fund: 01	Current Fund Appropriations Non-Budgeted Total	0.00	0.00	20,000.00	9,688,348.06	3,510,478.94	3,173,870.77	76
Fund: 01	Current Fund Appropriations Total	13,198,827.00	0.00	356,608.17	2,692,305.62	2,692,305.62-	2,712,305.62-	0
Final Budgeted		13,198,827.00	0.00	336,608.17	12,380,653.68	818,173.32	461,565.15	96
Final Non-Budgeted		0.00	0.00	20,000.00	9,688,348.06	3,510,478.94	3,173,870.77	76
Final Total		13,198,827.00	0.00	356,608.17	12,380,653.68	818,173.32	461,565.15	96

Best Practices Inventory Online Platform

Norwood Borough

Scoring

Current Score: 42.00

Score	Aid Withheld
35 +	No aid withholding
31 - 34	25% of final aid payment withheld
27 - 30	50% of final aid payment withheld
0 - 26	100% of final aid payment withheld



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Norwood, NJ 07405
Ph: 973.234.0000 Fax: 973.234.0525
www.firstenvironment.com

Via: Electronic Mail
ipadovano@norwoodboro.org

October 2, 2024

Attn: Mr. Robert Tracy, Director of DPW
Borough of Norwood
453 Broadway Avenue
Norwood, NJ 07648

Re: Regulatory Compliance Services
Air Permitting and SPCC Plan
Borough of Norwood, New Jersey

Dear Mr. Tracy:

First Environment, Inc. (First Environment) is pleased to submit this proposal to assist the Borough of Norwood (Borough) in achieving compliance with the New Jersey Department of Environmental Protection (NJDEP) Bureau of Stationary Sources regulations associated with air permitting and to develop a Spill, Prevention, Control, and Countermeasures (SPCC) plan for the Borough Department of Public Works (DPW) facility in accordance with United States Environmental Protection Agency (EPA) requirements.

We propose to prepare a SPCC plan for the following Borough-owned aboveground oil storage tanks at the DPW facility:

1. One 4,000-gallon split diesel (2,000-gallon) / gasoline (2,000-gallon) concrete-encased aboveground storage tank (AST)
2. One 200-gallon waste oil AST

Additionally, this proposal included air permitting for the following Borough-owned emission sources:

1. One 2,000-gallon gasoline AST, located at the Borough DPW
2. One natural gas emergency generator, located at the Borough DPW
3. One natural gas emergency generator, located at the Borough Hall

Project Background

In accordance with the requirements of U.S. EPA 40 CFR, Part 112, facilities with aboveground petroleum storage capacity exceeding 1,320 gallons, in 55-gallon or larger containers, and the potential to impact navigable waters are subject to SPCC regulations and need to prepare a site-specific SPCC Plan. Based on our understanding of your facility and its spill history, the DPW site would qualify as a Tier 1 Qualified Facility.

In accordance with N.J.A.C. 7:27-8, the threshold for requiring permits on fuel combustion equipment is 1,000,000 Btu/hr gross heat input. It is our understanding that two of the Borough-owned emergency generators, located at the Borough Hall and DPW, exceed that threshold. Further, the NJDEP also requires facilities to obtain air permits for gasoline storage tanks with a capacity of 2,000 gallons or greater, one of which is located at the Borough DPW facility.

Scope-of-Work

SPCC Plan

Based on the data provided by the Borough, the aboveground petroleum storage capacity at the Borough DPW facility exceeds the 1,320 gallons SPCC threshold due to the presence of the following:

October 2, 2024

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Container Type	Contents	Capacity (Gallons)
Split Concrete AST	Diesel / Gasoline	2,000 / 2,000
Steel AST	Waste Oil	200
Drums (5)	Petroleum products	55-gallon each

First Environment will develop a site-specific SPCC Plan for the DPW garage based on EPA's specifications for Tier 1 Qualified Facilities. SPCC regulations require that a site plan, indicating the location of onsite oil storage areas, be included in the SPCC Plan. First Environment will accordingly develop a site-specific site plan as part of the SPCC Plan.

Air Permitting

Based on the data provided by the Borough, a total of two emergency generators and one gasoline AST, located at Borough properties, are subject to the N.J.A.C. 7:27-8 regulations. The below table provides details of the Borough-owned emission sources that are subject to the NJDEP air permitting requirements.

Unit Location (Borough)	Unit Type	Size	Number of Units
Borough Hall	Emergency Generator	100 kW	1
Department of Public Works	Emergency Generator	100 kW	1
Department of Public Works	Gasoline AST	2,000 gallons	1

First Environment will assist Norwood by applying to and obtaining from NJDEP Facility ID/s for the sites where the emission sources are located. We will prepare on-line General Permit applications for the two emergency generators and one gasoline storage tank. First Environment will also assist the Borough in certifying the applications prior to on-line submittal.

Cost Estimate and Schedule

The above-described scope-of-work has been completed for an estimated cost, as follows:

Task I

DPW SPCC Plan, including a Site Map	<u>\$3,400</u>
Total	\$3,400

Task II

Obtain new NJDEP Facility ID/s for the Borough Hall and DPW	\$400
Air Permitting for Emergency Generators	\$1000
Air Permitting for the Gasoline AST	<u>\$1000</u>
Total	\$2,400

Please note that an air permitting fee of \$880 is due to New Jersey Department of Environmental Protection for each air permit application submittal. The above costs do not include any air permitting fees.

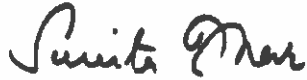
This proposal is valid for a period of 60 days from the date it is written. After a period of 60 days, First Environment will not be held to the terms and prices quoted herein. Additionally, once the client accepts this proposal, the scope of work outlined in the proposal is subject to periodic rate increases that may be implemented by First Environment. Such rate increases will be effective on the implementation date of the rate increases.

Mr. Robert Tracy

We appreciate the opportunity to work with you on this project. Please contact me with any questions that you may have or if this proposal is not consistent with your expectations.

Best regards,

FIRST ENVIRONMENT, INC.



Sunita Dhar, Ph.D.
Senior Scientist

Attachments

1. First Environment's Authorization for Professional Services
2. Our Environmental Commitments

October 2, 2024

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Attachment 1: First Environment's Authorization for Professional Services

DATE: October 2, 2024

PROJECT NAME: Regulatory Compliance Services – Air Permitting and SPCC Plan

PROJECT NUMBER: BORN0003-01

CLIENT: Borough of Norwood, hereinafter referred to as "CLIENT"

CLIENT's ADDRESS: 453 Broadway Avenue, Norwood, New Jersey 07648

hereby requests and authorizes FIRST ENVIRONMENT, INC. hereinafter referred to as "CONSULTANT" to perform the following services:

SCOPE: As set forth in attached proposal

at SITE(S) OF WORK: As set forth in attached proposal

all pursuant to and as described in the attached proposal dated: October 2, 2024

Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the following pages and additional provisions, if any, as follows:

None

If technical or professional services are furnished by an outside source, an additional 0% shall be added to the cost of the services for CONSULTANT's administrative costs. An additional 0% shall also be added to direct expenses.

Approved for CLIENT:

Accepted by CONSULTANT
FIRST ENVIRONMENT, INC.:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

October 2, 2024

PROVISIONS

CLIENT and **CONSULTANT** agree that the following provisions are a part of their agreement (hereinafter, this "Agreement").

1. **INVOICES:** **CONSULTANT** will submit progress invoices to **CLIENT** monthly showing charges for services and expenses and a final bill upon completion of the services. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. **CLIENT** agrees to pay a finance charge of one percent (1%) per month, but not exceeding the maximum rate allowed by law, on past-due accounts. Should either party hereto bring suit in court to enforce any term of this Agreement, it is agreed that the prevailing party shall be entitled to recover his costs, expenses and reasonable attorneys' fees.
2. **SERVICES BY CLIENT:** **CLIENT** will provide **CONSULTANT** with access to the site(s) of the work, will obtain all permits, will provide all legal services in connection with the project, unless the provision of same is specifically included in the scope-of-work. **CLIENT** shall pay the costs of checking and inspection fees, zoning application fees, soil engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, blueprints, and reproductions, and all other charges not specifically covered by the terms of this Agreement.
3. **SERVICES BY CONSULTANT:** **CONSULTANT** shall commence work upon execution of this contract and shall accomplish the scope of the work in a professional manner consistent with the standards prevailing for such services in the vicinity of the project and Attachment A. First Environment, Inc.'s Validation/Verification Fundamentals.
4. **SERVICES DURING CONSTRUCTION:** If the scope-of-work includes any construction inspection or testing to be provided by **CONSULTANT**, it is agreed that such services are only for the purpose of determining the contractor's compliance with the functional provisions of project specifications. **CONSULTANT** in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances employed by contractor, for jobsite safety or for contractor's compliance with laws and regulations. **CLIENT** agrees that the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including assuring the safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.
5. **COST ESTIMATES:** Any projections or statements or estimates of future costs furnished by **CONSULTANT** are estimates only based on **CONSULTANT**'s experience, opinions and judgment. **CONSULTANT** is not a guarantor of any such costs and is not responsible for fluctuations or inaccuracies in construction costs or estimates due to bidding conditions or any other factors whether or not the same could have been anticipated at the time of preparation of the particular estimate.
6. **INSURANCE:** **CONSULTANT** will maintain statutory workers compensation insurance, automobile liability insurance covering bodily injury up to \$1,000,000 per occurrence and property damage up to \$500,000 per occurrence, and comprehensive general liability insurance up to \$1,000,000 per occurrence. In any case where **CLIENT** shall require greater limits or different coverages, **CLIENT** shall reimburse **CONSULTANT** for the additional premiums or other costs associated with obtaining and maintaining such coverage.
7. **WARRANTY:** Except as set forth herein, the only warranty or guarantee made by **CONSULTANT** in connection with the services performed under this Agreement is that such services will be performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. **CONSULTANT** further represents and warrants that it is an approved CAR verifier in good standing for the applicable protocols and that it shall maintain its accreditation status for the term of the Agreement. When the findings and

recommendations of **CONSULTANT** are based on information supplied by **CLIENT** and others, such findings and recommendations are correct to the best of **CONSULTANT**'s knowledge and belief. No other warranty, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

8. **RESPONSIBILITY:**

- a) If the scope-of-work which **CONSULTANT** has assumed includes the identification, investigation, assessment, containment or remediation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist at the site of the work, **CLIENT** acknowledges that neither **CONSULTANT** nor any subcontractor of **CONSULTANT** has played any part in the creation of any such condition or problem which may exist, and that **CONSULTANT** has been retained for the sole purpose of assisting the **CLIENT** in assessing any problem which may exist and in assisting the **CLIENT** in formulating a remedial program. It is recognized and agreed that **CONSULTANT** has assumed responsibility only for making the investigations, reports, and recommendations to the **CLIENT** included within the Scope-of-work. Except as otherwise expressly agreed, the responsibility for making any disclosure or reports to any third party and for the undertaking, prosecution and completion of corrective, remedial, or mitigative action, shall be solely that of the **CLIENT**.
- b) If, in the **CONSULTANT**'s opinion, **CONSULTANT** is legally required to report evidence of environmental contamination to appropriate local or state agencies within a legally provided time frame, the **CONSULTANT** will inform the **CLIENT** of such circumstance prior to **CONSULTANT**'s notification to the appropriate state or local agency(ies). The **CONSULTANT** will, whenever possible, provide the **CLIENT** with the opportunity to notify the agency in lieu of the **CONSULTANT**'s notification within the legally provided time frame. However, if the **CLIENT** fails to provide such timely notification, or if despite such notification **CONSULTANT** remains responsible for such reporting, then **CLIENT** recognizes that **CONSULTANT** will comply with such obligations, and **CLIENT** authorizes and approves such action by **CONSULTANT** notwithstanding any confidentiality or other considerations which otherwise might govern **CONSULTANT**'s conduct, and, in the event any person not a party to this Agreement should make any claim against **CONSULTANT** arising out of any such notification, **CLIENT** shall defend, indemnify and hold harmless **CONSULTANT** from and against any and all loss, cost, damage and expense, including court costs and attorney's fees, resulting therefrom.

9. **NONPAYMENT:** **CONSULTANT** reserves the right to suspend work or to terminate this contract at any time upon written notice for non-payment of past-due progress invoices. If, as a result of any such suspension or termination, **CLIENT** becomes subject to any penalties, fines or forfeitures for noncompliance with any provision of federal, state or local law, including any provisions of any administrative consent order or directive, **CLIENT** agrees to hold **CONSULTANT** harmless, not to bring any claim for consequential damages against **CONSULTANT**, and to indemnify **CONSULTANT** from any claims by third parties for property damage or personal injury arising from such noncompliance.

10. **TERMINATION:** **CLIENT** shall have the right at any time to terminate this Agreement upon giving three days written notice to the **CONSULTANT**. In the event of such termination, **CLIENT** shall pay all fees due to **CONSULTANT** up to that time and shall have the right to complete the project or provide supervision of construction with **CLIENT** employees, or to arrange for professional services by another firm.

11. **TITLE TO DOCUMENTS:** Drawings, specifications, and other work products of the **CONSULTANT** for this project, except working notes and internal documents, upon payment of **CONSULTANT**'s final invoice, will become the property of the **CLIENT**. Reuse of any of these drawings, specifications or other work products of the **CONSULTANT** by the **CLIENT** for other than the specific project covered in this Agreement, and the specific part of such project for which such work product was intended, or

modification and use by the **CLIENT** of any documents connected with this Agreement, without the prior written permission of the **CONSULTANT** shall be entirely at the **CLIENT**'s risk, and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from and against all losses, costs, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the **CONSULTANT**'s work product by the **CLIENT** or by any others with whom **CLIENT** may have shared such work product. The **CONSULTANT** shall be entitled to a reproducible copy of all material furnished to the **CLIENT**, the costs of which shall be a reimbursable expense under this Agreement.

12. **AUDIT:** **CLIENT** shall have the right to inspect, examine, and audit such books, records, accounts, receipts, and vouchers of **CONSULTANT** as **CLIENT** may desire in connection with this project and **CONSULTANT** shall produce and make such books, records, accounts, receipts and vouchers available to **CLIENT** and its representatives during reasonable business hours. **CONSULTANT** reserves the right to destroy any all such records after six years following completion of the scope-of-work hereunder or sooner as the parties may agree, and the right to store any or all such records in electronic form rather than in paper form.
13. **ADDITIONAL SERVICES:** **CLIENT** shall pay the cost of any and all extra or additional services that **CLIENT** authorizes **CONSULTANT** to perform, and all such extra or additional services shall be governed by the terms of this Agreement. **CONSULTANT** will endeavor at all times to advise **CLIENT** of any services, professional or otherwise, which may be necessary in the interest of the proper accomplishment of this project but are not provided under this Agreement.
14. **DATA AND PRIOR STUDIES:** **CLIENT** shall promptly provide to **CONSULTANT** access to and, upon request, copies of all maps, drawings, reports, data, analyses and similar information relevant to the scope-of-work undertaken by **CONSULTANT**. **CLIENT** shall endeavor to identify and endorse as confidential any such material considered to be confidential by **CLIENT**. **CONSULTANT** shall keep in confidence all such material regardless of whether identified as confidential by **CLIENT**, provided that **CONSULTANT** may comply with any subpoena or similar legal process after notifying **CLIENT** and affording to **CLIENT** the opportunity to seek to have such legal process withdrawn or quashed.
15. **COMMUNICATIONS:** Unless otherwise agreed, **CLIENT** consents to **CONSULTANT**'s reference in **CONSULTANT**'s professional resume and marketing materials to the work **CONSULTANT** shall have completed for **CLIENT**, provided that, in doing so, **CONSULTANT** shall not publish any confidential information.
16. **APPLICABLE LAW AND JURISDICTION:** Unless otherwise stated in the proposal, this Agreement shall be governed by the laws of the State of New York and the parties consent to the non-exclusive jurisdiction of the state and federal courts located in New York for the resolution of any dispute under, arising out of or in connection with this Agreement.
17. **INDEMNIFICATION:** **CLIENT** recognizes that it is the owner of the establishment at which the work is being performed and that **CONSULTANT** has no inherent liability associated with the establishment either directly or indirectly related to the **CLIENT**'s ownership and operations. **CLIENT** further recognizes that **CONSULTANT** is engaged to conduct the work and has no obligation or duty of its own to address any condition or issue associated with the **CLIENT**'s business or its ownership or operation of the establishment other than what it has been engaged to perform under this contract. **CONSULTANT** is not responsible for consequential or collateral damages related to the **CLIENT**'s business operations or the establishment. Further, should the **CONSULTANT** incur liability as a result of working at the **CLIENT**'s establishment, or be sued or named in any form of legal action, for any reason, it is **CLIENT**'s duty to indemnify, defend and hold harmless **CONSULTANT** from any claims, lawsuits, liabilities, orders, causes of action and liens, with the exception that **CLIENT** shall not be responsible for such indemnification where and to the extent the **CONSULTANT** is adjudged to be negligent or comparatively negligent by its actions or inactions at the site. **CLIENT** shall have the duty

to defend **CONSULTANT** until such time that **CONSULTANT** is adjudged to have been negligent, if that is in fact the case.

Should **CONSULTANT** be required to answer or otherwise defend a lawsuit, claim or other legal proceeding, or appear as a witness in a lawsuit on behalf of itself or the **CLIENT** or any other third party in any action related to the **CLIENT**'s establishment or business operations, **CLIENT** shall pay all of **CONSULTANT**'s reasonable hourly labor costs, fees and expenses, including reasonable in-house and outside attorney's fees, administrative fees and project management fees, according to **CONSULTANT**'s litigation rate schedule.

CONSULTANT agrees to indemnify, defend, and hold harmless **CLIENT** and its officers, directors, employees, clients, and agents from any and all claims, including reasonable attorney's fees, resulting from **CONSULTANT**'s (including **CONSULTANT**'s officers, directors, employees, agents and those for whom **CONSULTANT** is legally liable) negligent acts or omissions, intentional misconduct or breach of this Agreement.

Attachment 2: Our Environmental Commitments

What We Put First

First Environment is committed to assisting our clients in developing strategies that are tailored to their needs and provide solutions on both a global and local scale. We bring technical knowledge, a collaborative approach, and advanced thinking to develop solutions that meet the demands of today while securing the future for those who will come after us.

Our Commitments

- 1** Work on behalf of our clients and ourselves to protect the environment, prevent pollution, and protect worker health and safety 
- 2** Strive for accurate and transparent communication with our clients and others who have a stake in our operations 
- 3** Continually improve our environmental, quality, health, and safety management and performance 
- 4** Support further education and development of our firm members 
- 5** Foster a talented and diverse workforce in an atmosphere of mutual respect 
- 6** Meet our compliance obligations and demonstrate integrity and ethics in our activities 
- 7** Leverage our knowledge and resources to support local, community, government, and international organizations so as to advance society's goals of a just and clean world 

We believe these commitments produce a balanced company that will grow and prosper, as will the world.

Attested to by:

**FIRST
ENVIRONMENT**


Bernard Tod Delaney, PE, PE, GCEE
President


Elizabeth Delaney
Vice President

www.firstenvironment.com

October 2, 2024

G:\DATA\2024 Proposals\Regulatory & Gov't\Borough of Norwood - BORN0003-01 - Air Permitting and SPCC Plan\Final Word\2024.10.02_BORN0003-01_First Environment Proposal.docx



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

Borough of Norwood, Bergen County, New Jersey Public Meeting Agenda

Date and Time: Wednesday, November 6, 2024 @ 7:00 PM

Location: Borough of Norwood
455 Broadway
Norwood, NJ 07648

Project: Broad Street Bridge Replacement Project (Grand Funded)
NEA Job No.: NORWMUN24.015

Items for Discussion:

1. Review the project's Draft Purpose and Need Statement
2. Review project status and schedule
3. Present Conceptual Alternatives
4. Obtain feedback from Governing Body Officials
5. Obtain feedback from Stakeholders
6. Obtain feedback from General Public

LYNDHURST

34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE

200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

**CONTRACT FOR BUILDING MAINTENANCE
PURSUANT TO FIRST AMENDMENT
TO AMENDED GROUND LEASE**

THIS CONTRACT, made the _____ day of _____, 2024, by the **BOROUGH OF NORWOOD**, a municipal corporation of the State of New Jersey, with offices at 455 Broadway, Norwood, New Jersey 07648 ("Landlord"), and **NORWOOD GARDENS CONDOMINIUM ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, with offices c/o Terrence J. Corrison, Esq., Breslin & Breslin, P.A., 41 Main Street, Hackensack, New Jersey 07601 ("Tenant").

RECITALS

1. On March 23, 1994, the Landlord and Norwood Gardens, Inc., a corporation of the State of New Jersey ("Norwood Gardens"), entered into a Ground Lease ("Ground Lease") for the property therein described, which was recorded on March 24, 1994 in the Bergen County clerk's office.
2. On April 7, 1994, the Landlord and Norwood Gardens entered into an Amended Ground Lease ("Amended Ground Lease") for the property therein described, which was recorded in the Bergen County Clerk's office in book 7690, page 791 et seq.
3. Norwood Gardens assigned to the Tenant all of its rights and obligations in the Ground Lease and Amended Ground Lease.

4. On December 13, 2017, the Landlord's Mayor and Council adopted an ordinance ratifying and confirming the Ground Lease and Amended Ground Lease, and authorizing the execution of this First Amendment to Amended and Restated Ground Lease.

5. The Landlord and the Tenant, on October 23, 2019, entered into a First Amendment to Amended and Restated Ground Lease ("Current Ground Lease").

6. The Current Ground Lease requires that the Tenant maintain common areas, but the Tenant has requested that the Landlord contribute toward the costs of common area maintenance, including the removal of six unit doors and the installation of six new unit doors and hardware ("Necessary Maintenance") out of the Landlord's affordable housing trust fund.

7. The Tenant has submitted an estimate for the Necessary Maintenance, a copy of which are attached as Exhibit A ("the Estimate").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Services to be Provided Subject to Approval. The Tenant will see to the completion of the Necessary Maintenance as shown on the Estimate. All work performed by or on behalf of the Tenant will be supervised by the Tenant or its agents, to ensure satisfactory completion of the Necessary Maintenance. The Tenant and its contractors, subcontractors, agents, and/or employees, will not be considered independent contractors or employees or agents of the Landlord. The Tenant will be responsible for paying for and will pay all payroll taxes benefits, and insurance expenses, including but not limited to worker's compensation coverage, for its employees and agents.

2. Compensation. The Landlord will pay the Tenant for the Necessary Maintenance up to a total of \$3,015.95 pursuant to purchase orders submitted to the Landlord with copies of invoices attached. The Landlord will process and pay all vouchers within thirty days of the next regular meeting of the Landlord's Mayor and Council that is held after the Landlord's receipt of a voucher and the satisfactory performance of the work. Final payment will be made only after the work performed is approved by the Landlord's construction code official.

3. Term. This contract will be for a term of one year from the date that it is both executed by both parties ("Effective Date"), or until the Necessary Maintenance is satisfactorily completed.

4. Evidence of Payment. No payment will be construed to be an acceptance of defective work or improper materials.

5. Assignment. The Tenant will not delegate any of its duties under this Contract, nor assign any part of this Contract to any party, without the written consent of the Landlord.

6. Insurance.

A. This Contract is conditioned upon the Tenant providing to the Borough Clerk an original certificate of insurance naming the Landlord as the additional insured and the certificate holder for the insurance required by the Landlord's risk manager within 10 days of the Effective Date of this Contract. The certificate of insurance is subject to the approval of the Borough attorney.

B. All insurance policies relating to this Contract will provide that the Landlord will be notified of any cancellation or change in coverage at least thirty (30) working days before

the effective date of any cancellation or change, will provide for reinstatement of full coverage after payment of any claim, and will contain no exclusions for the work about to be performed.

C. The Tenant will maintain in full force and effect all of the insurance required by this contract for the term of the contract.

7. Indemnification.

A. The Tenant indemnifies the Landlord against all actions, claims, or demands for damages to the extent resulting from the negligence or willful misconduct of the Tenant, its subcontractors, agents, or employees in the performance of the obligations under this Contract.

B. The Tenant will be responsible for the errors and omissions of its employees or agents, including penalties, fines interest and damages.

8. Compliance with Labor Statutes and Rules. The Tenant agrees to comply with all applicable laws and regulations of the State of New Jersey and the United States of America regarding labor and compensation and with all other labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Tenant will hold the Landlord harmless for any claims made by any employee or contractor of the Tenant relating to or arising out of any alleged violation of any statutes, rules, regulations, and ordinances.

9. Termination. The Landlord may terminate this Contract upon good cause or any material breach of this contract by the Tenant, on 30 days' written notice to the Tenant. This notice will be effective upon mailing to the address listed above.

10. Modification, Waiver, and Construction.

A. This contract will not be modified unless the modification is in writing and is signed by authorized representatives of both parties.

B. The failure of either party to require the performance of any term or obligation of this contract, or the waiver by either party of any breach of this contract, will not prevent a subsequent enforcement of the term or obligation or be deemed a waiver of any subsequent breach.

C. This contract will be construed in accordance with the laws of the State of the New Jersey.

D. Any cause of action, claim, suit, or civil action of any kind filed by either the Contractor or the Borough, arising out of or relating to the terms of this contract or the relationship of the parties will be brought only in the Superior Court of New Jersey, Bergen County, New Jersey. Both parties irrevocably admit themselves to the jurisdiction of that Court, and the Contractor consents to service in New Jersey at the address referred to herein.

11. Authority to Execute. Each individual executing this contract on behalf of an entity represents that he or she is empowered, authorized, and directed to do so on behalf of the entity identified in this contract.

[signatures on following page]

IN WITNESS WHEREOF, the parties have set their hands and seals, or caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

BOROUGH OF NORWOOD

Jordan Padovano,
Borough Clerk

By: _____
James P. Barsa, Mayor

ATTEST:

**NORWOOD GARDENS CONDOMINIUM
ASSOCIATION, INC.**

_____ By: _____

EXHIBIT A

JASON ARGENTI CONSTRUCTION

"A Reputation Built Upon True Craftsmanship"

HIC# 13VHO1976200

380 Livingston Street Norwood NJ, 07648

(551)-206-7635

INVOICE SUBMITTED TO:

NAME: Borough of Norwood

ADDRESS: Norwood NJ 07648

PHONE: 201-767-7200

DATE: 9/20/2024

We here by propose to perform the labor necessary for the completion of:
removal and installation of 6 new door units and hardware.

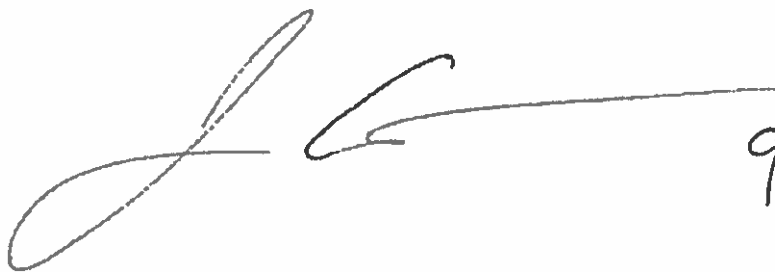
Remove and install 1 entrance door unit per common hallway. (6 units total)
Doors, materials, waste services will be provided by others. All labor is
included start to finish.

Final trim carpentry shall be determined by the association once new unit is
installed. Labor is included.

All work shall be professionally completed following any and all
construction codes that may apply. Any alteration or deviation from the above
specifications involving extra costs will be executed only upon written order,
and will become an extra charge over and above this estimate. All agreements
contingent upon strikes, accidents, or delays beyond our control including
weather. All material is guaranteed to be as specified and completed in a
substantial workman like manner for the sum of: \$3015.95

Payment schedule: Full payment upon completion of above said work.

All work shall be fully warrantied for a minimum of 1 year from completion
date.



9-20-24

BOROUGH OF NORWOOD

Resolution #2024-227

PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC

WHEREAS, the Open Public Meeting Act, NJSA10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Mayor and Council of the Borough of Norwood to discuss in a session not open to the public certain matters relating to the item or items authorized by NJSA 10:4-12 (b) and designated below:

_____ 1. Matters which, by express provision of Federal Law, or State statute, or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meeting Act.

_____ 2. Matters where the release of information would impair a right to receive funds from the Government of the United States.

_____ 3. Matters involving individual privacy: any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational training, social service, medical, health custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless, the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing the same be disclosed publicly.

_____X_____ 4. Matters relating to collective bargaining agreements or the terms and conditions that are proposed for inclusion in any collective bargaining agreement, including the negotiations of the terms and conditions thereof with employees or representatives of employees of the public body.

_____ 5. Matters relating to the purchase, lease, or acquisition of real property or the investment of public funds, the setting of bank rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____ 6. Matters relating to public safety and property; any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

_____ 7. Matters relating to litigation, negotiations, and the attorney-client privilege: Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

_____ 8. Matters relating to employment: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotions, or disciplining of any specific prospective public officer or

employee or current public officer or employees employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ 9. Matters relating to the potential imposition of a penalty; any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bear's responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood, assembled in public session on June 12, 2024, in the Borough Hall, 455 Broadway, Norwood, NJ, for the discussion of matters relating to the specific items designated above; and

BE IT FURTHER RESOLVED, that the matters so discussed will be disclosed to the public as soon as possible and to the extent that disclosure can be made without adversely affecting the public interest or without violation of the confidentiality of personnel.

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
Condoleo						
Foschino						
Hausmann						
Kim						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor & Council at their meeting held on November 6, 2024.

Borough Clerk