

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 January 24, 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: Jan 24, 2024 07:00 PM Eastern Time (US and Canada)

Topic: Mayor and Council 1/24/24

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_MvgLx0GnRtiOFI4DLci8Ng

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
WORK SESSION
JANUARY 24, 2024
7:00 PM
MAYOR BARSA

COUNCILMAN ASCOLESE
COUNCIL PRESIDENT CONDOLEO
COUNCILWOMAN HAUSMANN

COUNCILMAN BRIZZOLARA
COUNCILMAN FOSCHINO
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_____

Council President Condoleo_____

Councilwoman Hausmann_____

Councilman Brizzolara_____

Councilman Foschino_____

Councilman Kim_____

CORRESPONDENCE

December Grant Report

Permit Fee Log

Engineer's Report

INTRODUCTION OF ORDINANCES:

1. Ordinance 2024:01 An Ordinance Amending Article IV Titled "Short-Term Rentals" in Chapter 181 of the Code of the Borough of Norwood

Councilman Ascolese_____

Council President Condoleo_____

Councilwoman Hausmann_____

Councilman Brizzolara_____

Councilman Foschino_____

Councilman Kim_____

Public Hearing for Ordinance 2024:01 will be on February 14, 2024

1. Ordinance 2024:02 An Ordinance Establishing Salaries or Wages of Officials and Employees of the Borough of Norwood

Councilman Ascolese_____
Council President Condoleo_____
Councilwoman Hausmann_____

Councilman Brizzolara_____
Councilman Foschino_____
Councilman Kim_____

Public Hearing for Ordinance 2024:02 will be on February 14, 2024

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:

December 13, 2023 Mayor & Council Meeting

January 3, 2024 Mayor & Council Reorganization Meeting

Approval of the following Resolutions:

2024:42 Resolution Authorizing Professional Services Agreement with Neglia Engineering for The NJDEP Municipal Stormwater Management Program

2024:43 Resolution Awarding a Contract to AJM Contractors Inc. for the Demarest Street Drainage Improvements

2024:44 Resolution Authorizing Construction Management Services Agreement with Neglia Engineering for The Demarest Street Drainage Improvements

2024:45 Resolution Authorizing Construction Management Services Agreement with Neglia Engineering for the Kennedy Park Playground Improvements

2024:46 Resolution Authorizing a Notice of Claim Form to be Used for the Filing of Tort Claims Against the Borough

2024:47 Payment of Vouchers

2024:48 Appointment of Bergen County Department of Health as Blood Borne Pathogen Compliance Coordinator and Trainer

2024:49 Approving Member Appointment to Norwood Fire Co. No. 1 Eric Barker

2024:50 Approving Member Appointment to Norwood Fire Co. No. 1 Timothy Van Saders

2024:51 Appointment of Representative to The County Public Safety Advisory Board

Councilman Ascolese_____
Council President Condoleo_____
Councilwoman Hausmann_____

Councilman Brizzolara_____
Councilman Foschino_____
Councilman Kim_____

ITEMS FOR DISCUSSION

Kennedy Field Playground Surfacing
525 Livingston St - Performance Bond Release
Borough Administrator/Clerk Report
Borough Attorney Report
Borough Engineer Report

PUBLIC COMMENT

CLOSED SESSION

2024:52 Approval of Resolution Authorizing the Council to Proceed in Closed Session – Matters Relating to Litigation and Employment

ADJOURNMENT



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: JANUARY 1, 2024
RE: DECEMBER 2023 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 December 2023. For more information, please contact Carson Monks at 973-249-6225 ext. 210 or Stephanie Gundermann at 973-249-6225 ext. 204.

Grant Applications in Progress

Due Date	Funding Program	Amount Requested	Date Notified
N/A or Rolling	FY23 Federal Appropriations: Broad Street Bridge Replacement (Administration)	Awarded \$1,000,000.00	N/A
2/7/2024	NJDEP Green Acres	TBA	11/30/2023
1/11/2024	Firehouse Subs Public Safety Foundation	\$42,546.90	12/18/2023

Grant Applications – Submitted/Pending: \$1,715,354.00

Funding Program	Purpose	Requested
FY24 Congressionally Directed Spending: Senator Booker	15 th Street Drainage Improvements	\$117,873.60
FY24 Congressionally Directed Spending: Senator Menendez	15 th Street Drainage Improvements	\$117,873.60
FY24 Congressionally Directed Spending: Congressman Gottheimer	15 th Street Drainage Improvements	\$117,873.60
FY24 Congressionally Directed Spending: Senator Booker	Meadow Lane Drainage Improvements	\$69,696.00
FY24 Congressionally Directed Spending: Senator Menendez	Meadow Lane Drainage Improvements	\$69,696.00
FY24 Congressionally Directed Spending: Congressman Gottheimer	Meadow Lane Drainage Improvements	\$69,696.00
FY24 Congressionally Directed Spending: Senator Booker	Pedestrian Safety on Piermont Road	\$166,392.00
FY24 Congressionally Directed Spending: Senator Menendez	Pedestrian Safety on Piermont Road	\$166,392.00
FY24 Congressionally Directed Spending: Congressman Gottheimer	Pedestrian Safety on Piermont Road	\$166,392.00
FY23 NJDOT Transportation Alternatives Program (TAP)	Broadway Beautification	\$1,303,517.40



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

Firehouse Subs First Responder Grant Q1 2024	Extrication Equipment for Norwood Fire Department	\$34,922.00
FY24 American Rescue Plan Firefighter Grant	Washer and Dryer Acquisition for Norwood Fire Department	\$22,953.00

Applications Awarded: \$1,719,588.00

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
NJDCA 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

Other Grant Opportunities Sent to Client

Due Date	Funding Program	Amount Available	Date Notified
Rolling	It Pays to Plug In (IPPI)	\$750 per Level 1 Charging Port \$4,000 per Level 2 Charging Port	7/1/2022
5/11/2023	FY23 USDOJ COPS Hiring	\$125,000.00 per Officer	3/9/2023
4/17/2023	ANJEC 2023 Open Space Stewardship	\$1,500.00	4/10/2023
7/10/2023	Safe Streets and Roads for All	\$10,000,000 for Planning and Demonstration Grants \$25,000,000 for Implementation Grants	4/18/2023
5/30/2023	USDOT Charging and Fueling Infrastructure (CFI)	\$700,000,000 total available funding	4/26/2023
7/1/2023	NJDOT 2024 State Aid Programs	\$186,000,000 total available funding	4/27/2023
Rolling	NJEDA ZIP Voucher Pilot Program	\$20,000 per Class 2B Vehicle \$50,000 per Class 3 Vehicle \$65,000 per Class 4 Vehicle \$75,000 per Class 5 Vehicle \$90,000 per Class 6 Vehicle \$135,000 per Class 7 Vehicle	5/3/2023

Commented [5G1]: Just want to confirm that all of the EV grants you sent are listed here too.



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

		\$175,000 per Class 8 Vehicle	
7/7/2023	NJDCA Lead Grant Assistance Program	\$2,000.00	5/16/2023
6/26/2023	FY23 Bulletproof Vest Partnership (BVP) Program	Up to \$440.00 or 50% of the cost per Bulletproof Vest	5/23/2023
6/9/2023	FY22 State and Local Cybersecurity Grant Program	\$3,379,748.00 total available funding	5/24/2023
8/1/2023	USDOT Wildlife Crossings Pilot Program	\$350,000,000.00 total available funding	6/6/2023
Rolling	NJDA Spotted Lanternfly Program Chemical Control Treatment Grant	\$15,000.00	6/8/2023
7/13/2023	Firehouse Subs Public Safety Foundation Grant	\$50,000.00	6/15/2023
6/30/2023	FM Global Fire Prevention Grant	No set funding limit	6/15/2023
6/30/2023	Community Foundation First Responders Grant	\$2,000.00	6/15/2023
8/4/2023	NJDCA FY24 Recreational Opportunities for Individuals with Disabilities (ROID)	\$20,000.00	6/27/2023
7/26/2023	HTS Mobilization 2023 Drive Sober or Get Pulled Over	\$7,000.00	6/28/2023
8/31/2023	NJOAG Body Armor Replacement Fund	\$1,413.19 allocated in FY22. FY23 funding amounts to be determined.	7/11/2023
7/31/2023	Quality Institute Mayors Wellness Campaign	\$25,000.00	7/17/2023
11/30/2023	NJBPU Clean Fleet Electric Vehicle Incentive Program	\$4,000 per electric vehicle \$5,000 per public EV charging station \$4,000 per fleet EV charging station	7/18/2023
Rolling	NJDEP It Pays to Plug In	\$750 per Level 1 charging port \$4,000 per Level 2 charging port \$500,000 maximum total award per year	7/18/2023
9/30/2023	T-Mobile Hometown Grant	\$50,000.00	8/4/2023
8/22/2023	NJ State Council on the Arts Creative Aging Initiative	\$10,000.00	8/8/2023
10/15/2023	Walmart Local Community Grant	\$5,000.00	8/8/2023



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

10/31/2023	USDA Community Wildfire Defense Grant	\$250,000.00 for development or revision of Community Wildfire Protection Plans \$10,000,00.00 for implementation of Community Wildfire Protection Plans	8/15/2023
9/4/2023	NJDEP Regional Greenhouse Gas Initiative	Varies based on Vehicle Type; maximum of \$411,000.00	8/22/2023
12/15/2023	Bergen County 2024-2025 Community Development Block Grant (CDBG)	No set funding limit	9/19/2023
10/20/2023 (applying internally)	Bergen County 2023 Food Pantry Sustainability Grant	No set funding limit	9/19/2023
LOI: 10/2/2023 Application: 11/15/2023	Bergen County 2024 History Grant Program	General Operating Support: \$10,000 Special Project Support: \$2,000	9/20/2023
Rolling	New Jersey Urban and Community Forestry 2023 Green Communities Grant	\$3,000.00	10/18/2023

Grant Applications Denied:

Grant Denied	Amount Requested
FY23 Municipal Aid: 15 th , Meadow, and Millbrook Drainage Improvements	\$310,944.00
FY23 Congressional Directed Spending: Millbrook Drainage	\$102,240.00



Celebrating 75 Years

EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

BOROUGH OF NORWOOD
JANUARY ENGINEER'S REPORT
January 19, 2024



1. Norwood Dog Park

Construction of the dog park was substantially completed in the Fall of 2022. Improvements near the Swim Club Facility including the installation of new fencing, an ADA compliant curb ramp, ADA parking spaces, and sidewalk were completed in April of this year. The final payment package to close out the contract was submitted to the Borough by our office and has subsequently been processed by the governing body. Our office and the Borough have begun the process of final grant reimbursement with Bergen County Open Space.

2. 2022 Municipal Road Program

a. Walnut Street Improvements (NJDOT MA-22 Funded)

- i. In the Fall 2022 a contract was awarded in the amount of \$172,502.18. The contractor completed milling, paving, and striping in May of this year. Our office is currently working with NJDOT to close out the grant.

b. 2022 Municipal Road Program (Municipal Funded)

- i. In the Fall of 2022, a contract was awarded in the amount of \$757,479.18 and includes paving of Hemlock Court and the Fire Company Parking Lot. Our office submitted for NJDEP Land Use permitting for the Hemlock Court sidewalk in the Spring of this year and a permit was obtained in July. Paving of the Fire Department Parking lot began in April and was completed in May. Construction of the Hemlock Court sidewalk began in October and was completed in November. Milling and paving of Hemlock Court is scheduled to begin in early Spring 2024. Our office will provide a more detailed timeline before the spring paving season begins.

c. Summit Street Drainage

- i. In the Fall of 2022 Neglia prepared construction documents and estimated quantities for the installation of two (2) new catch basins and stormwater piping within Summit Street. In April of this year, a change order to perform these improvements in the amount of \$71,100.73 was approved by the governing body. Construction began and was completed in June.

3. 2023 Municipal Road Program

a. Summit Street and High Street Improvements (NJDOT MA-23 Funded)

- i. Neglia was notified by NJDOT Local Aid that the Borough of Norwood was awarded \$203,110.00 towards roadway improvements on Summit and High Streets. Neglia will work with the Mayor and Council to determine the scope of paving.

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

b. 2023 Municipal Road Program (Municipal Funded)

- i. Our office completed engineering design and preparation of specifications for Tilden Place, Fourteenth Street, and Mills Avenue. Our office is prepared to advertise the project for public bid upon approval of scope by the Mayor and Council.

4. Norwood Pedestrian Safety Improvements (Livingston Street, Broadway, and Piermont Road Mid-Block Crosswalks)

Our office prepared preliminary engineering plans for each crosswalk location, which were subsequently approved by Bergen County. Second reading of the ordinance adopting the mid-block crosswalks was approved on September 13, 2023. The ordinance came into effect 45 days from that date, or October 28, 2023. Our office solicited quotes for construction of the crosswalk on Livingston Street to four (4) contractors on August 31, 2023. The lowest of two (2) quotes received was by D & L Paving Contractors, Inc., located at 675 Franklin Avenue, Nutley, NJ 07110, in the amount of Thirty-Six Thousand, Three Hundred and Thirty-One Dollars and Zero Cents (\$36,331.00). A pre-construction meeting was held on Thursday November 30, 2023, and it was determined that construction will begin in Spring 2024.

5. Demarest Street Drainage Improvements

The scope of this project is to construct a new stormwater conveyance system within Demarest Street that connects into the existing conveyance system in Broad Street. Our office completed a Location and Topography survey for the project limits and subsequently completed Engineering Design and specification for public bid. Bid documents were available beginning on November 28, 2023. The Borough received sealed bids on Tuesday November 19, 2023, at Borough Hall. On January 16, 2024, our office provided a Recommendation of Contract Award to AJM Contractors, Inc., located at 200 Kuller Road, Clifton, NJ 07011 in the amount of Seven Hundred and Twenty-Seven Thousand, Three Hundred and Forty-One Dollars and Zero Cents (\$727,341.00). Being the lowest bidder of eight (8) bids received for the scope of work included within the Base Bid + Alternate Bid A.

6. Norwood Pickleball Courts

Neglia completed a location and topographic survey of the project area. A professional wetlands flagger was on-site October 19, 2023, and determined wetlands are not present in the vicinity of the project area. Our office is in the process of finalizing engineering design and expects it to be completed in February.

7. Kennedy Field Playground

Neglia participated in numerous meetings with the playground subcommittee and members of the governing body to review the layout and design of the playground. Our office prepared two (2) concept plans and preliminary cost estimates for review and selection by the governing body. Upon selection of a layout, our office proceeded with additional survey mapping and preparing final engineering play and specifications for public bid. The Borough opened four (4) sealed bids on November 30, 2023, with the lowest bid of the four (4) received being submitted by AA Berms LLC the amount of Two Hundred and Seventy-Six Thousand, Three Hundred and Thirty Dollars and Zero Cents (\$276,330.00). This contract was awarded by the governing body December 13, 2023. Additionally, the governing body has approved the purchase of playground equipment in the amount of \$265,731.98. A pre-construction meeting is scheduled for Wednesday January 24, 2024, at 11:30am in Borough Hall. Additionally, purchase orders have been processed and issued to the vendor for playground equipment. Our office will provide updated timelines for construction and delivery of playground equipment in the near future.

8. 15th Street, Meadow Lane, Millbrook Circle Drainage Improvements

Neglia prepared and completed boundary, location, and topographic surveys for each location. Engineering Plans for Millbrook Circle have been completed and been uploaded to NJDEP and submitted to a contractor for quote under Bergen County Cooperative purchasing. Meadow Lane Engineering Plans and NJDEP Permit Applications will be completed and submitted to NJDEP for Land Use Permits in February. Our office solicited three (3) quotes for soil testing at 15th Street. The lowest quote received was by Johnson Soils Company in the amount of Two Thousand, Six Hundred and Ten Dollars and Zero Cents (\$2,610.00). Soil testing took place on January 3, 2024, and our office is in the process of finalizing engineering design. Final construction plans will be submitted to the Borough in February.

9. Kennedy Field Basketball Court

Neglia was made aware of surficial cracking observed at the recently constructed basketball court. Our office, on behalf of the Borough, coordinated with the contractor to have the basketball surface repaired and resurfaced, at no cost to the Borough. Spot repair has been completed. The court was resurfaced on October 19, 2023. Our office has since observed surficial cracking of the court and will have the contractor mobilize in the spring to address all outstanding issues.

We trust you will find the above in order. Should you have any additional questions, comments, or require any additional information, please don't hesitate to contact the undersigned.

Respectfully submitted,
Neglia Group



Scott Loverich, PE
For the Borough Engineer
Borough of Norwood

M:\Norwood\Engineer Reports\2024 Engineer Reports\Norwood - Engineer's Report - 01 - January.docx

BOROUGH OF NORWOOD

ORDINANCE NO. 2024:01

Chapter 181. Rental Property

Article IV. Short-Term Rentals

§ 181-19. Findings and purpose.

The Borough of Norwood does hereby find as follows:

A. The New Jersey Legislature has, pursuant to N.J.S.A. 40:52-1(d) and (n), authorized municipalities to regulate "furnished and unfurnished rented housing or living units and all other places and buildings used for sleeping and lodging purposes, and the occupancy thereof," as well as the "rental of real property for a term of less than 175 consecutive days for residential purposes by a person having a permanent place of residence elsewhere."

B. In recent years, there has been a marked increase in the advertisement of short-term rental of dwelling units for periods from one to 175 days ("short-term rentals") within the Borough and neighboring municipalities.

C. The Borough has determined that short-term rentals frequently result in a deterioration of the neighborhood character, public nuisance, noise complaints, overcrowding and illegal parking within the residential neighborhoods in the Borough, and the effective conversion of residential dwelling units into de-facto hotels, motels, or similar facilities, in violation of the Borough Code, zoning ordinances, and other state laws, rules and regulations.

D. The Borough therefore wishes to prohibit short-term rentals in order to:

- (1) Ensure that traditional residential neighborhoods are not turned into tourist areas to the detriment of long-time residents.
- (2) Eliminate property uses that may negatively affect property value.
- (3) Minimize public safety risks and the noise, trash and parking problems often associated with short-term rentals without creating additional work for the local police department; and
- (4) Prohibit the unlawful creation of commercial enterprises in both single-family and multifamily dwelling units in violation of Borough zoning ordinances and public nuisance ordinances.

§ 181-19. Definitions.

ADVERTISE or ADVERTISING

Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services in violation of this article, as same may be viewed through various media, including but not limited to, signs, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet

websites, or text or other electronic messages for the purpose of establishing occupancies or uses of rental property, for consideration, which are prohibited by this article.

CONSIDERATION

Soliciting, charging, demanding, receiving, or accepting any legally recognized form of consideration, including a promise or benefit, a quid pro quo, rent, fees, other form of payment, or thing of value.

DWELLING UNIT

Any structure, or portion thereof, whether furnished or unfurnished, which is occupied in whole or in part, or intended, arranged, or designed to be occupied, for sleeping, dwelling, cooking, gathering and/or entertaining, as a residential occupancy, by one or more persons. This definition includes an apartment, condominium, building, single-family home, cooperative, converted space, or portions thereof, that is offered to be used, made available for use, or is actually used for accommodations, lodging, cooking, sleeping, gathering and/or entertaining of occupants and/or guest(s), for consideration.

HOSTING PLATFORM

A website or marketplace in whatever form, whether online or not, which facilitates short-term rentals through advertising, searching, matchmaking or any other means, using any medium of facilitation and from which the operator of the hosting platform derives revenues, including but not limited to booking fees or advertising revenues, from providing or maintaining the website or marketplace.

HOUSEKEEPING UNIT

Constitutes a family-type situation, involving one or more persons, living together, that exhibit the kind of stability, permanency, and functional lifestyle equivalent to that of a traditional family unit, as further described in the applicable reported and unreported decisions of the New Jersey Superior Court.

OCCUPANT

Any individual using, inhabiting, living, gathering, entertaining, being entertained as a guest, or sleeping in a dwelling unit, or portion thereof, or having other permission or possessory right(s) within a dwelling unit.

OWNER

Any person(s) who legally use, possess, own, lease, sublease or license (including an operator, principal, shareholder, director, agent, or employee, individually or collectively) one or more dwelling units, or who have charge, care, control, or who participate in the expenses and/or profit of a dwelling unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

PERSON

An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any person(s) and/or entity(ies) acting in concert or any combination therewith.

RESIDENTIAL OCCUPANCY

The use of a dwelling unit by an occupant(s).

SHORT-TERM RENTAL

A residential occupancy for a period of less than 175 days.

§ 181-20. Short-term rentals prohibited.

A. Notwithstanding anything to the contrary contained in the Borough Code, it shall be unlawful for a person or owner to receive or obtain actual or anticipated consideration for using, authorizing, permitting, or failing to discontinue the use of any dwelling unit as a short-term rental, as defined herein.

B. Nothing in this article will prevent formation of an otherwise lawful residential occupancy of a dwelling unit for a rental period of 175 days or more.

C. Nothing in this article shall be deemed to prohibit the lawful operation of any hotel as that term is defined in the New Jersey Hotel and Multiple Dwelling Law, N.J.S.A. 55:13-1 et seq.

§ 181-20.1. Rental of amenities prohibited.

The lease or rental, for any purpose, of any amenity, feature, accessory, or structure incidental to the primary property or associated with the principal building is prohibited. Including but not limited to Swimming Pools, Sports Courts, Backyards, etc.

§ 181-21. Permitted uses.

The residential occupancy of an otherwise lawful and lawfully occupied dwelling unit for a period of 175 days or more by any person who is a member of the housekeeping unit of the owner, without consideration, such as house guests, is permitted.

§ 181-22. Advertising prohibited, hosting platform prohibitions.

A. It shall be unlawful for any person to advertise by any means all actions, or failures to act, that would be in violation of the provisions of this article.

B. It shall be unlawful for any hosting platform to undertake, maintain, authorize, aid, facilitate or advertise any short-term rentals in violation of this article.

§ 181-23. Violations, penalties, and enforcement.

A. The provisions of this article shall be enforced by the Construction Official, Zoning Official, Health Department, other Subcode or Code Official, as their jurisdiction may arise, including legal counsel for

the Borough or other persons designated by the Borough Council, to issue municipal civil infractions directing alleged violators of this article and/or to appear in court or file civil complaints.

B. A violation of this article is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety, and welfare.

C. Any person found to have violated any provision of this article, without regard to intent or knowledge, shall be liable for the maximum civil penalty, upon adjudicated violation or admission, of a fine not exceeding \$1,250. Each day of such violation shall be a new and separate violation of this article.

D. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings and/or injunction, reasonable attorneys' fees or other fees and costs, in the Borough's Municipal Court or the Superior Court of New Jersey in the vicinage of Bergen County, or in such other court or tribunal of competent jurisdiction, by either summary disposition or by zoning or construction code municipal proceeding.

§ 181-24. Severability.

If any section, sentence, or any part of this article is adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remainder of this article but shall be confined in its effect to the section, sentence or other part of this article directly involved in the controversy which such subject shall be rendered.

§ 181-25. Inconsistent ordinances repealed.

All ordinances or parts of ordinances which are inconsistent with the provisions of this article are hereby repealed, but only to the extent of such inconsistencies.

Introduced and passed first reading: 01/24/2024

Passed second reading:

ATTEST:

APPROVED BY:

Jordan Padovano, Clerk

James P. Barsa, Mayor

BOROUGH OF NORWOOD

ORDINANCE NO. 2024:02

**AN ORDINANCE ESTABLISHING SALARIES OR WAGES OF OFFICIALS AND
EMPLOYEES OF THE BOROUGH OF NORWOOD**

BE IT ORDAINED by the Governing Body of the Borough of Norwood, County of Bergen,
and State of New Jersey, as follows:

SECTION 1. The salaries and wages of the following positions within the Borough of
Norwood shall be as follows:

<u>POSITION</u>	<u>2024 RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>FULL-TIME</u>		
BOROUGH CLERK/ADMINISTRATOR	\$ 100,000.00	\$ 150,000.00
DEPUTY BOROUGH CLERK	\$ 44,000.00	\$ 68,000.00
FINANCE/TAX CLERK	\$ 40,000.00	\$ 66,000.00
DEPUTY MUNICIPAL CLERK / DEPUTY TAX COLLECTOR	\$ 85,000.00	\$ 120,000.00
POLICE CAPTAIN	\$ 146,000.00	\$ 188,000.00
POLICE CHIEF	\$ 147,000.00	\$ 221,000.00
POLICE CLERK	\$ 43,000.00	\$ 65,000.00
MUNICIPAL COURT ADMINISTRATOR	\$ 42,000.00	\$ 75,000.00
DPW DIRECTOR	\$ 90,000.00	\$ 125,000.00
ASSISTANT DPW DIRECTOR	\$ 80,000.00	\$ 95,000.00
BOROUGH CLERK	\$ 69,000.00	\$ 105,000.00
BOROUGH ADMINISTRATOR	\$ 15,000.00	\$ 100,000.00
<u>PART-TIME SALARY/STIPEND</u>		
MAYOR	\$ -	\$ 2,000.00

Formatted Table

COUNCIL MEMBER	\$	\$
	-	1,000.00
FINANCE/TAX CLERK	\$	\$
	4,000.00	7,000.00
TAX ASSESSOR	\$	\$
	7,000.00	12,000.00
ASSESSMENT ASSISTANT	\$	\$
	13,000.00	20,000.00
MAGISTRATE	\$	\$
	9,000.00	15,000.00
PLANNING BOARD CLERK	\$	\$
	2,000.00	4,000.00
ZONING BOARD CLERK	\$	\$
	2,000.00	4,000.00
AFFORDABLE HOUSING LIAISON	\$	\$
	8,000.00	12,000.00
TAX COLLECTOR	\$	\$
	10,000.00	14,000.00
CHIEF FINANCIAL OFFICER	\$	\$
	60,000.00	90,000.00
QUALIFIED PURCHASING AGENT	\$	\$
	5,000.00	10,000.00
DEPUTY TAX COLLECTOR	\$	\$
	15,000.00	90,000.00
ADMINISTRATIVE ASSISTANT - DPW	\$	\$
	3,500.00	5,000.00
ADMINISTRATIVE ASSISTANT - RECREATION	\$	\$
	1,500.00	3,000.00

CONSTRUCTION OFFICE

CONSTRUCTION OFFICIAL/BUILDING SUB-CODE OFFICIAL	\$	\$
	38,000.00	58,000.00
ASSISTANT BUILDING INSPECTOR	\$	\$
	3,000.00	6,000.00
FIRE SUB-CODE OFFICIAL	\$	\$
	8,000.00	13,000.00
ELECTRICAL SUB-CODE OFFICIAL	\$	\$
	8,000.00	13,000.00
PLUMBING INSPECTOR	\$	\$
	8,000.00	13,000.00

FIRE PREVENTION BUREAU

FIRE OFFICIAL	\$	\$
	9,000.00	15,000.00
FIRE INSPECTOR I	\$	\$
	10,000.00	16,000.00

FIRE INSPECTOR 2	\$ 4,000.00	\$ 7,000.00
FIRE PREVENTION SECRETARY	\$ 3,000.00	\$ 6,000.00

BOARD OF HEALTH

REGISTRAR	\$ 1,000.00	\$ 3,000.00
DEPUTY REGISTRAR	\$ -	\$ 2,000.00

RECREATION

RECREATION DIRECTOR	\$ 5,000.00	\$ 8,000.00
SUMMER RECREATION DIRECTOR	\$ 2,000.00	\$ 5,000.00
SUMMER RECREATION ASSISTANT DIRECTOR	\$ 1,000.00	\$ 2,000.00
GYM/FIELD DIRECTOR	\$ 1,000.00	\$ 2,000.00
ARTS/CRAFTS DIRECTOR	\$ 1,000.00	\$ 2,000.00
CAMP COUNSELOR	\$ -	\$ 1,000.00

PART-TIME HOURLY

MUNICIPAL COURT ADMINISTRATOR	MIN WAGE	\$ 50.00
DPW LABORER	MIN WAGE	\$ 20.00
<u>DPW LABORER (SNOW REMOVAL WORK)</u>	<u>MIN WAGE</u>	<u>\$ 60.00</u>
VIOLATIONS CLERK	MIN WAGE	\$ 35.00
TECHNICAL ASSISTANT	MIN WAGE	\$ 27.00
BOARD OF HEALTH SECRETARY	MIN WAGE	\$ 29.00
CLASS I SPECIAL POLICE OFFICER	MIN WAGE	\$ 25.00
CLASS II SPECIAL POLICE OFFICER	MIN WAGE	\$ 32.00
SCHOOL CROSSING GUARD	MIN WAGE	\$ 30.00
PROPERTY MAINTENANCE OFFICIAL / OFFICE ASSISTANT	MIN WAGE	\$ 35.00

Formatted Table

Introduced and passed first reading: 01/24/24

Passed second reading:

ATTEST:

APPROVED BY:

Jordan Padovano, Clerk

James P. Barsa, Mayor

BOROUGH OF NORWOOD

Resolution #2024:42

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
NEGLIA ENGINEERING FOR THE NJDEP MUNICIPAL STORMWATER MANAGEMENT
PROGRAM**

WHEREAS, the Borough of Norwood ("Borough") is in need of surveying, engineering design, and bidding services for NJDEP municipal stormwater management program; 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 lump sum basis for a cost of \$3,615.00.00 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 Engineering Associates 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 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.

Certification of Available Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 *et seq.*, and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, have ascertained that there are available sufficient uncommitted funds in the line item and 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 & Council at their meeting held on January 24, 2024.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 16, 2024

TO: Mayor and Council
Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

CC: Jordan Padovano, Borough Administrator
Lindsay Volpitta, Deputy Borough Clerk

FROM: Michael J. Neglia, PE, PP, PLS, CPWM
Scott Loverich, PE

RE: Proposal for Engineering Services
Stormwater Pollution Prevention Plan
NJDEP Municipal Stormwater Management Program
Borough of Norwood, Bergen County, New Jersey

Neglia Engineering Associates ("NEA") has received the following request to provide Engineering Services for the above-referenced project.

Description of Services - See attached Scope of Services.

Requested By: Borough of Norwood

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

1. On a lump sum basis for a cost of Three Thousand Six Hundred Fifteen Dollars (\$3,615.00) representing Engineering Services.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions.

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

I. BACKGROUND

The NJDEP issued a new Year 2023 Tier A Stormwater Permit to each municipality in the State of New Jersey in early 2023. As part of the Permit requirements each municipality must prepare a new Stormwater Pollution Prevention Plan in accordance with the new Permit regulations and requirements. This Plan must be submitted electronically to the NJDEP and uploaded to the Borough's website by December 31, 2023. This proposal addresses engineering services to prepare this document and submit this document electronically to the NJDEP.

II. SCOPE OF SERVICES

A. Stormwater Pollution Prevention Plan

Neglia Engineering Associates will aid in the preparation and submission of the Borough's Stormwater Pollution Prevention Plan. This will include the implementation of materials specifically listed within the NJDEP Permit and the additional documentation as required by the NJDEP's Nonpoint Source Pollution website. Once completed, our office will submit the document electronically to the NJDEP, provide a hard copy for your records, and provide an electronic copy to the Borough to upload to the Borough's website.

III. DELIVERABLES

We will provide with your assistance a hard copy of the Stormwater Pollution Prevention Plan and a PDF of the Plan to be uploaded to the Borough's website by the Borough's website manager. Mapping and surveying services are not included as part of this proposal.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to start the described services immediately, upon receipt of a signed copy of this agreement and the General Conditions. We anticipate completing the above scope of services within twenty business days excluding holidays after receipt of authorization.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. It shall be noted that these budgets do not include any regulatory, submission, etc. fees and material testing fees.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. 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 the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans 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 other than those permits mentioned above. 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. Meeting time is portal to portal. 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. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates 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 which are in addition to the lump sum illustrated on page one of this proposal. Should Neglia Engineering Associates 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 subconsultants be required for this project, Neglia Engineering Associates 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 requested. All filing, review, processing, and application fees will be provided by your office.

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 Neglia Engineering Associates ("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 Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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 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 Neglia Engineering Associates (NEA), by placing to NEA 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 NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA 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 NEA 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 NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA 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 Engineering Associates



Michael J. Neglia, PE, PP, PLS, CPWM
Borough Engineer
Borough of Norwood

Very truly yours,
Neglia Engineering Associates



Scott Loverich, PE
For the Borough Engineer
Borough of Norwood

Attachments: 01/01/22-12/31/24 Norwood Hourly Billing Rates

Accepted this _____ day of _____ 2024

By: _____

Title: _____



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA ENGINEERING ASSOCIATES
01/01/22-12/31/24 NORWOOD
HOURLY BILLING RATES

PRINCIPAL	\$198.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$190.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$185.00
SENIOR DESIGN ENGINEER	\$165.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$150.00
ENGINEERING ASSISTANT	\$ 99.00
PROFESSIONAL PLANNER	\$185.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$165.00
LANDSCAPE DESIGN	\$125.00
COMPUTER AIDED DESIGNER	\$125.00
CONSTRUCTION MANAGER	\$150.00
RESIDENT ENGINEER	\$180.00
TECHNICAL OBSERVER	\$125.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$170.00
SURVEY PROJECT MANAGER	\$150.00
3 MAN SURVEY CREW	\$225.00
2 MAN SURVEY CREW	\$195.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$180.00
CERTIFIED WETLAND DELINEATOR	\$190.00
LICENSED COLLECTION SYSTEM OPERATOR	\$165.00
DRONE PILOT AND VISUAL OBSERVER	\$215.00
DRONE EDITOR	\$150.00
GIS MANAGER	\$160.00
GIS SPECIALIST	\$140.00
GIS DATA PROCESSOR	\$ 99.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 3.00/sheet
MYLARS	\$25.00/sheet
COLOR PRINTS	\$55.00/sheet
PHOTOCOPIES (Black & White)	\$.22/page
PHOTOCOPIES (Color)	\$.35/page
MILEAGE	\$.58/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

1. Expert testimony for deposition or trial is billed at 1½ standard billing rate.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
3. After hour and Holiday Call Outs
 - a. 7:00pm to 5:00am – 1.5 times the hourly rate and a 4 hour minimum
 - b. Holidays – 2 times the hourly rate and a 4 hour minimum
4. Reimbursable expenses are subject to change annually based on industry fluctuation.

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

BOROUGH OF NORWOOD

Resolution #2024:43

**RESOLUTION AWARDING A CONTRACT TO AJM CONTRACTORS INC. FOR THE
DEMAREST STREET DRAINAGE IMPROVEMENTS**

BE IT RESOLVED, by the Mayor and Council of the Borough of Norwood, Bergen County, New Jersey, upon the recommendation of the Borough Engineer, the contract for the Demarest Street Drainage Improvements, AJM Contractors, Inc., located at 200 Kuller Road, Clifton, NJ 07011 in the amount of Seven Hundred and Twenty-Seven Thousand, Three Hundred and Forty-One Dollars and Zero Cents (\$727,341.00), being the lowest from a responding contractor of the eight (8) bids received. The Bid includes the total scope of work for the Demarest Street Drainage Improvements Base Bid and Alternate Bid A.

NEA FILE No.: NORWMUN23.010

Certification of Available Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq., and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, have ascertained that there are available sufficient uncommitted funds in the line item and 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						
Condóleo						
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 January 24, 2024.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

January 16, 2024

Via E-Mail (JPadovano@norwoodboro.org)

Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

Attn.: Jordan Padovano – Borough Administrator (jpadovano@norwoodboro.org)

Re: **Recommendation of Contract Award for
Demarest Street Drainage Improvements**
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN23.010

Dear Mr. Padovano:

Please be advised that on December 19, 2023, the Borough of Norwood accepted bid for the above-referenced project at their Borough Hall. The lowest of eight (8) bids received was submitted by AJM Contractors, Inc., located at 200 Kuller Road, Clifton, NJ 07011 in the amount of Seven Hundred and Twenty-Seven Thousand, Three Hundred and Forty-One Dollars and Zero Cents (\$727,341.00). The Bid includes the total scope of work for the Demarest Street Drainage Improvements Base Bid and Alternate Bid A.

We have reviewed the documents and references as furnished by the apparent low bidder and find the same to be acceptable. Accordingly, we recommend that this contract be awarded to AJM Contractors, Inc., located at 200 Kuller Road, Clifton, NJ 07011 in the amount of Seven Hundred and Twenty-Seven Thousand, Three Hundred and Forty-One Dollars and Zero Cents (\$727,341.00). The award of this contract is subject to the terms and conditions of the service agreement for this project in the Borough of Norwood. Said recommendation is subject to the certification of the availability of funds by the Borough's respective Chief Financial Officer, and review and approval by the Borough Attorney.

Enclosed you will find a copy of the Resolution of Award, Executive Summary and the Bid Tabulation Sheets. The lowest bid package has been forwarded directly to the Borough Attorney for further legal review. The remaining bid packages will be returned to your office for filing purposes via hand delivery.

We trust you will find the above in order. Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Neglia Group

Scott T. Loverich, P.E.
For the Borough Engineer
Borough of Norwood

cc: Mayor and Council (via Borough Administrator)
Kevin C. Corrison, Esq. – Borough Attorney (via e-mail, kcorrison@breslinandbreslin.com)
Christopher Battaglia – Borough Chief Financial Officer (via e-mail, chrisb@ttaglia.com)
Michael J. Neglia, P.E., P.L.S., P.P. – Boro. Engineer (via e-mail, mneglia@negliaengineering.com)
Robert Tracy – Borough DPW Director (via e-mail, rtracy@norwoodboro.org)

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

**EXECUTIVE SUMMARY****DEMAREST STREET DRAINAGE IMPROVEMENTS****BOROUGH OF NORWOOD****TUESDAY, DECEMBER 19, 2023 @ 10:00 AM****NORWMUN23.010**

Contractor	BASE BID	ALTERNATE BID	BASE BID + ALT BID
Grade Construction Company 118 Pennsylvania Avenue, Paterson, NJ 07503 Phone 973-925-4021	\$684,848.45	\$68,757.20	\$753,605.65
AJM Contractors, Inc. 300 Kuller Road, Clifton, NJ 07011 Phone 973-772-9292 Fax 973-772-9222	\$725,161.00	\$2,180.00	\$727,341.00
Your Way Construction 404 Coit Street, Irvington, NJ 07111 Phone 973-849-6614	\$759,331.84	\$17,658.00	\$776,989.84
Zuccaro, Inc. 64 Commerce Street, Garfield, NJ 07026 Phone 973-472-9554	\$780,780.00	\$6,540.00	\$787,320.00
Matina & Son, Inc, 146 English Street, Hackensack, NJ 07601 Phone 201-487-5952	\$799,500.00	\$4,360.00 \$142,850.00	\$803,860.00
D.L.S. Contracting, Inc. 36 Montesano Road, Fairfield, NJ 07004 Phone 973-661-4188 Fax 973-661-4199	\$895,992.50	\$0.00 \$159,240.00	\$895,992.50
Reivax Contracting Corp. 165 River Road, Flemington, NJ 08822 Phone 908-864-4257	\$933,876.25 \$812,626.25	\$2,180.00 \$87,300.00	\$936,056.25
Cifelli & Son General Contractor, Inc, 81 Franklin Avenue, Nutley, NJ 07110 Phone 973-235-0302	\$1,008,447.50	\$10,900.00	\$1,019,347.50

NEGUA GROUP - BID TABULATION

DEMAREST STREET DRAINAGE IMPROVEMENTS									
Borough of Morristown Tuesday, December 19, 2023 @ 10:00 AM									
Project Number: 2023-010									
Project:		Base Bid:		S&B Contract, Inc.		Your Way Construction, Inc.		Buckaro Inc	
For:		Base Bid:		1100 Pennington Avenue Patterson, NJ 07750		900 Cole Street Birmingham, NJ 02905		44 Commerce Street Baltimore, MD 21205	
Project Number:		Base Bid:		1100 Pennington Avenue Patterson, NJ 07750		900 Cole Street Birmingham, NJ 02905		44 Commerce Street Baltimore, MD 21205	
Item #	Description	Unit	Qty	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price
1	Rehabilitation/Reconstruction	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 2,600.00	\$ 16,170.00	\$ 16,170.00	\$ 20,000.00
2	Clearing Site	LS	1	\$ 64,190.28	\$ 64,190.28	\$ 21,000.00	\$ 42,140.00	\$ 42,140.00	\$ 25,000.00
3	Maintenance and Protection of Traffic	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4	Joint Filter, Type 1	SF	400	\$ 4.40	\$ 1,760.00	\$ 0.25	\$ 100.00	\$ 0.01	\$ 4.00
5	Reinforced Concrete Vertical Curb	LF	45	\$ 61.52	\$ 2,772.90	\$ 40.00	\$ 1,800.00	\$ 43.40	\$ 1,951.00
6	9"x18" Concrete Vertical Curb	LF	2,180	\$ 30.08	\$ 65,574.40	\$ 40.00	\$ 87,200.00	\$ 31.90	\$ 69,542.00
7	HMA Milling, 3" or less	SY	4,245	\$ 3.43	\$ 14,560.35	\$ 5.00	\$ 21,225.00	\$ 5.40	\$ 22,923.00
8	Excavation, Unclassified (If and Where Directed)	CY	125	\$ 36.71	\$ 4,588.75	\$ 8.00	\$ 1,000.00	\$ 0.01	\$ 1.25
9	Test Pit, Maximum Depth 10' (If and Where Directed)	UNIT	5	\$ 610.32	\$ 3,051.60	\$ 170.00	\$ 850.00	\$ 0.01	\$ 0.05
10	Hot Mix Asphalt 5.5% Mod Surface Course, 2" Thick	TOWNS	495	\$ 166.46	\$ 82,407.70	\$ 94.00	\$ 46,750.00	\$ 77.00	\$ 38,115.00
11	Hot Mix Asphalt 5.5% Mod Base Course, 4" Thick	TOWNS	105	\$ 97.40	\$ 10,227.00	\$ 90.00	\$ 9,540.00	\$ 84.00	\$ 8,820.00
12	Driveway/Aggregate Base Course, 6" Thick (If and Where Directed)	SY	480	\$ 2.78	\$ 1,334.40	\$ 6.00	\$ 2,880.00	\$ 0.01	\$ 4.80
13	HMA Driveway, 6" Thick	SY	720	\$ 29.31	\$ 21,127.20	\$ 48.00	\$ 34,560.00	\$ 55.60	\$ 40,224.00
14	Reinforced Concrete Pipe	UNIT	18	\$ 3,857.48	\$ 69,334.64	\$ 5,200.00	\$ 93,600.00	\$ 5,750.00	\$ 103,500.00
15	Reinforced Concrete Pipe	UNIT	2	\$ 3,894.14	\$ 7,788.28	\$ 1,000.00	\$ 2,000.00	\$ 8,700.00	\$ 17,400.00
16	Reinforced Concrete Pipe	UNIT	420	\$ 63.82	\$ 26,606.40	\$ 170.00	\$ 71,400.00	\$ 172.50	\$ 72,450.00
17	Reinforced Concrete Pipe	UNIT	125	\$ 95.78	\$ 11,972.50	\$ 194.00	\$ 24,500.00	\$ 192.80	\$ 24,100.00
18	Reinforced Concrete Pipe	UNIT	6	\$ 496.96	\$ 2,981.76	\$ 1,700.00	\$ 1,020.00	\$ 1,681.00	\$ 9,846.00
19	Reinforced Concrete Pipe	UNIT	1	\$ 2,311.64	\$ 2,311.64	\$ 1,000.00	\$ 1,010.00	\$ 1,010.00	\$ 3,000.00
20	Reinforced Concrete Pipe	UNIT	20	\$ 578.23	\$ 11,564.60	\$ 390.00	\$ 7,800.00	\$ 297.00	\$ 5,940.00
21	Reinforced Concrete Pipe	UNIT	20	\$ 494.30	\$ 9,886.00	\$ 400.00	\$ 8,000.00	\$ 390.00	\$ 7,800.00
22	Reinforced Concrete Pipe	UNIT	7	\$ 1,295.90	\$ 9,071.30	\$ 650.00	\$ 4,550.00	\$ 760.00	\$ 5,320.00
23	Reinforced Concrete Pipe	UNIT	3	\$ 192.51	\$ 577.53	\$ 90.00	\$ 270.00	\$ 0.01	\$ 0.03
24	Reinforced Concrete Pipe	UNIT	11	\$ 192.51	\$ 2,117.61	\$ 40.00	\$ 440.00	\$ 0.01	\$ 0.11
25	Reinforced Concrete Pipe	UNIT	460	\$ 2.31	\$ 1,062.60	\$ 4.00	\$ 1,840.00	\$ 2.30	\$ 1,058.00
26	Reinforced Concrete Pipe	UNIT	65	\$ 9.24	\$ 600.60	\$ 7.00	\$ 455.00	\$ 8.20	\$ 533.00
27	Reinforced Concrete Pipe	UNIT	95	\$ 9.90	\$ 940.50	\$ 8.00	\$ 760.00	\$ 9.90	\$ 940.50
28	Reinforced Concrete Pipe	UNIT	3,200	\$ 9.56	\$ 30,592.00	\$ 5.00	\$ 16,000.00	\$ 0.01	\$ 32.00
29	Reinforced Concrete Pipe	UNIT	3,200	\$ 1.01	\$ 3,232.00	\$ 1.00	\$ 3,200.00	\$ 0.01	\$ 32.00
30	Reinforced Concrete Pipe	UNIT	3,200	\$ 2.60	\$ 8,320.00	\$ 0.50	\$ 1,600.00	\$ 0.01	\$ 32.00
31	Reinforced Concrete Pipe	UNIT	1	\$ 440.02	\$ 440.02	\$ 375.00	\$ 175.00	\$ 440.00	\$ 440.00
32	Reinforced Concrete Pipe	UNIT	2,500	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00
33	Reinforced Concrete Pipe	UNIT	2,500	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00
34	Reinforced Concrete Pipe	UNIT	1	\$ 31,805.57	\$ 31,805.57	\$ 1,300.00	\$ 1,300.00	\$ 34,880.00	\$ 15,000.00
35	Reinforced Concrete Pipe	UNIT	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
36	Reinforced Concrete Pipe	UNIT	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
37	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
38	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
39	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
40	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
41	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
42	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
43	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
44	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
45	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
46	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
47	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
48	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
49	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
50	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
51	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
52	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
53	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
54	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
55	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
56	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
57	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
58	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
59	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
60	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
61	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
62	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
63	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
64	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
65	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
66	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
67	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
68	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
69	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
70	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
71	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
72	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
73	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
74	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
75	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
76	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
77	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
78	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
79	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
80	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
81	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
82	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
83	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
84	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
85	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
86	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
87	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
88	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
89	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
90	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
91	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
92	Reinforced Concrete Pipe	UNIT	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00

DEMAREST STREET DRAINAGE IMPROVEMENTS

BOROUGH OF NORWOOD
TUESDAY, DECEMBER 19, 2023 @ 10:00 AM



PROJECT NUMBER: NORMUNZEL RD																			
ALTERNATIVE A																			
BID #																			
DESCRIPTION																			
1	ADD Belgian Block Curb	LF	2,180	\$	134,331.60	\$	41.00	\$	89,360.00	\$	40.00	\$	87,000.00	\$	48.00	\$	104,640.00		
2	DELETE 9" x 18" Concrete Vertical Curb	LF	2,180	\$	[30.08]	\$	[55,574.40]	\$	[40.00]	\$	[87,200.00]	\$	[31.90]	\$	[69,542.00]	\$	[45.00]	\$	[98,100.00]
		ALT BID A			\$	64,757.20		\$		\$	2,180.00		\$	17,658.00			\$	6,540.00	

BOROUGH OF NORWOOD

Resolution #2024:44

**RESOLUTION AUTHORIZING CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
WITH NEGLIA ENGINEERING FOR THE DEMAREST STREET DRAINAGE IMPROVEMENTS**

WHEREAS, the Borough of Norwood ("Borough") is in need of construction management services for the Demarest Street drainage improvements in the Borough; 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 time-and-materials basis for a cost not to exceed \$70,510.00 for phase I construction management services, and, on a material basis, for a cost of \$1,000.00 for phase II in reimbursable expenses; 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 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 January 24, 2024.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 16, 2024

TO: Mayor and Council
Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

CC: Jordan Padovano, Borough Administrator
Lindsay Volpitta, Deputy Borough Clerk

FROM: Michael J. Neglia, PE, PP, PLS, CPWM
Scott Loverich, PE

RE: Proposal for Construction Management
Demarest Street Drainage Improvements
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN23.010

Neglia Engineering Associates ("NEA") has received the following request to provide Construction Management Services for the above-referenced project.

Description of Services

See attached Scope of Services.

Requested By: Mayor and Council
Borough of Norwood

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

1. On a time-and-materials basis for a cost not to exceed Seventy Thousand, Five Hundred and Ten Dollars and Zero Cents (\$70,510.00) for Phase I – Construction Management Services;
2. On a material basis for a cost of One Thousand Dollars and Zero Cents (\$1,000.00) for Phase II – Reimbursable Expenses (See Conditions and Exclusions).

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 this proposal.

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

BACKGROUND

Neglia Engineering Associates ("NEA") understands that the Borough of Norwood intends to construct a new stormwater conveyance system within Demarest Street and Frasco Avenue. The project intends to connect into the existing stormwater conveyance system located within Broad Street. Associated improvements include milling and paving of Demarest Street and a portion of Frasco Avenue and new curb along Demarest Street. Following reception of public bids, the apparent low bidder for construction work within the Base Bid + Alternate Bid is AJM Contractors, Inc., located at 200 Kuller Road, Clifton, NJ 07011 in the amount of Seven Hundred and Twenty-Seven Thousand, Three Hundred and Forty-One Dollars and Zero Cents (\$727,341.00).

NEA has prepared this proposal to provide Construction Management Services for the above-referenced project.

II. SCOPE OF SERVICES

Phase I – Construction Management Services

Under this phase, NEA will provide the following services:

- A. Coordinate and attend a pre-construction meeting and prepare meeting minutes for distribution.
- B. Review and distribute submittals for the appurtenant construction materials.
- C. Issue a Notice to Proceed and perform a site walk-through with the Contractor and appropriate officials.
- D. Provide pre-construction photographs and video within the contract limits.
- E. Provide construction observation, including site visits by a Principal from Neglia Engineering Associates.
- F. Maintain progress photos and inspection reports on a daily basis.
- G. Attend progress meetings if required by the Borough.
- H. Issue the appropriate correspondence to the Contractor, which, if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc.
- I. Monitor and certify quantities for payment, which includes preparation the appropriate Payment Certifications. *Please be advised that the Borough is responsible for reviewing certified payroll.*
- J. Negotiate Change Orders, if applicable, and prepare the necessary documents for such.
- K. Perform a walk-through with the appropriate officials upon substantial completion, and prepare a punch list.
- L. Perform a final inspection of the punch list.
- M. Submit close-out documentation to other appropriate agencies, if applicable.

Be advised that site safety is the sole responsibility of the Contractor. However, should NEA observe conditions that are a detriment to vehicular and pedestrian traffic, along with their labor, we will advise the Contractor accordingly. In addition, we rely solely on the Borough's Financial Department to review Certified Payroll in regards to current wages. This proposal does not include any environmental services in regards to soil testing and disposal.

This phase of the project will be billed on a time-and-materials basis for a cost not to exceed Seventy Thousand, Five Hundred and Ten Dollars and Zero Cents (\$70,510.00).

Phase II – Reimbursable Expenses:

- A. Reimbursable expenses will be required for this project. They include but are not limited to municipal and regulatory review submittals, submissions of documents to other agencies, if applicable, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are inclusive to the anticipated grand total project budget as illustrated on page one of this proposal. If additional reimbursable expenses are required, we will invoice the Borough on an as-needed basis without further authorization required.
- B. Should any sub-consultants be required for this project, Neglia Engineering Associates 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 shall be provided separately by the municipality.

This phase of the project will be billed on a Materials Basis for a cost of One Thousand Dollars and Zero Cents (\$1,000.00).

I. DELIVERABLES

Upon completion of the project, Neglia Engineering Associates will provide all photos and Inspection Reports, along with a copy of all Payment Certifications, and related correspondence.

II. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared begin upon receipt of a signed copy of this agreement, and with the approval of the Governing Body, and will provide the above referenced services when directed.

III. PAYMENTS AND COST OF SERVICES

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

IV. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. 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 the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans 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 other than those permits mentioned above. 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. Meeting time is portal to portal. 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. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates 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 not provided a budget for reimbursable expenses for this project. For this reason, they are in addition to the lump sum illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates 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.

NEA 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 of such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work NEA neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.

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 Neglia Engineering Associates ("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 (1½%) 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 Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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 Neglia Engineering Associates (NEA), by placing to NEA 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 NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA 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 NEA 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 agree upon. NEA 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 NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA 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.

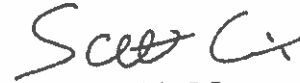
The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of **Borough of Norwood**. Please sign one copy of this proposal and return same to this office.
Thank you for affording us the opportunity to be of continued service to the Borough. We look forward to working with you on this project. Please call if there are any questions, or if we can be of any further assistance.

Very truly yours,
Neglia Group



Michael J. Neglia, P.E., P.P., P.L.S., C.P.W.M.
Borough Engineer
Borough of Norwood

Very truly yours,
Neglia Group



Scott Loverich, P.E.
For the Borough Engineer
Borough of Norwood

Cc: Jason Menzella – NEA, Director of Construction (via e-mail)

Attachments: 2022-2024 Municipal Hourly Billing Rates

Accepted this _____ day of _____ 2024

By: _____

Title: _____



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA ENGINEERING ASSOCIATES
01/01/22-12/31/24 NORWOOD
HOURLY BILLING RATES

PRINCIPAL	\$198.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$190.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$185.00
SENIOR DESIGN ENGINEER	\$165.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$150.00
ENGINEERING ASSISTANT	\$ 99.00
PROFESSIONAL PLANNER	\$185.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$165.00
LANDSCAPE DESIGN	\$125.00
COMPUTER AIDED DESIGNER	\$125.00
CONSTRUCTION MANAGER	\$150.00
RESIDENT ENGINEER	\$180.00
TECHNICAL OBSERVER	\$125.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$170.00
SURVEY PROJECT MANAGER	\$150.00
3 MAN SURVEY CREW	\$225.00
2 MAN SURVEY CREW	\$195.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$180.00
CERTIFIED WETLAND DELINEATOR	\$190.00
LICENSED COLLECTION SYSTEM OPERATOR	\$165.00
DRONE PILOT AND VISUAL OBSERVER	\$215.00
DRONE EDITOR	\$150.00
GIS MANAGER	\$160.00
GIS SPECIALIST	\$140.00
GIS DATA PROCESSOR	\$ 99.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 3.00/sheet
MYLARS	\$25.00/sheet
COLOR PRINTS	\$55.00/sheet
PHOTOCOPIES (Black & White)	\$.22/page
PHOTOCOPIES (Color)	\$.35/page
MILEAGE	\$.58/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

1. Expert testimony for deposition or trial is billed at 1½ standard billing rate.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
3. After hour and Holiday Call Outs
 - a. 7:00pm to 5:00am – 1.5 times the hourly rate and a 4 hour minimum
 - b. Holidays – 2 times the hourly rate and a 4 hour minimum
4. Reimbursable expenses are subject to change annually based on industry fluctuation.

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

BOROUGH OF NORWOOD

Resolution #2024:45

**RESOLUTION AUTHORIZING CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
WITH NEGLIA ENGINEERING FOR THE KENNEDY PARK PLAYGROUND IMPROVEMENTS**

WHEREAS, the Borough of Norwood (“Borough”) is in need of construction management services for the Kennedy Park playground improvements in the Borough; 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 time-and-materials basis for a cost not to exceed \$60,318.00 for phase I construction management services, and, on a material basis, for a cost of \$1,000.00 for phase II in reimbursable expenses; 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 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 January 24, 2024.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: January 16, 2024

TO: Mayor and Council
Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

CC: Jordan Padovano, Borough Administrator/Clerk
Lindsay Volpitta, Deputy Borough Clerk

FROM: Michael J. Neglia, P.E., P.P., P.L.S., C.P.W.M.
Scott Loverich, P.E.

RE: Proposal for Construction Management Services
Kennedy Park Playground Improvements
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN21.012

Neglia Engineering Associates ("NEA") has received the following request to provide Construction Management Services for the above-referenced project.

Description of Services

See attached Scope of Services.

Requested By: Mayor James Barsa
Borough of Norwood

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

1. On a time-and-materials basis for a cost not to exceed Sixty Thousand, Three Hundred and Eighteen Dollars and Zero Cents (\$60,318.00) for Phase I – Construction Management Services;
2. On a material basis for a cost of One Thousand Dollars and Zero Cents (\$1,000.00) for Phase II – Reimbursable Expenses (See Conditions and Exclusions).

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 this proposal.

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

I. BACKGROUND

Neglia Engineering Associates ("NEA") understands that the Borough of Norwood intends to demolish the existing playground for the construction of a new playground. Improvements include subsurface drainage improvements, fencing, playground equipment, walkways, and surfacing. Following reception of public bids, the apparent low bidder for the construction work will be awarded to AA Berms, LLC., located at PO Box 180, Belleville, NJ, in the amount of Two Hundred and Seventy-Six Thousand, Three Hundred and Thirty Dollars and Zero Cents (\$276,330.00). Additionally, the governing body authorized the purchase of playground equipment in the amount of \$265,731.98.

NEA has prepared this proposal to provide Construction Management Services for the above-referenced project. This proposal has been prepared with the assumption of the Borough selecting pour-in-place safety surface.

SCOPE OF SERVICES AND BUDGET

Phase I – Construction Management Services

Under this phase, NEA will provide the following services:

- A. Coordinate purchase of Playground Equipment and surface with manufacturer through ESCNJ.
- B. Coordinate and attend a pre-construction meeting and prepare meeting minutes for distribution.
- C. Review and distribute submittals for the appurtenant construction materials.
- D. Issue a Notice to Proceed and perform a site walk-through with the Contractor and appropriate officials.
- E. Provide pre-construction photographs and video within the contract limits.
- F. Provide construction observation, including site visits by a Principal from Neglia Engineering Associates.
- G. Maintain progress photos and inspection reports on a daily basis.
- H. Attend progress meetings if required by the Borough.
- I. Issue the appropriate correspondence to the Contractor, which, if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc.
- J. Monitor and certify quantities for payment, which includes preparation the appropriate Payment Certifications. *Please be advised that the Borough is responsible for reviewing certified payroll.*
- K. Negotiate Change Orders, if applicable, and prepare the necessary documents for such.
- L. Perform a walk-through with the appropriate officials upon substantial completion, and prepare a punch list.

- M. Perform a final inspection of the punch list.
- N. Submit close-out documentation to other appropriate agencies, if applicable.

Be advised that site safety is the sole responsibility of the Contractor. However, should NEA observe conditions that are a detriment to vehicular and pedestrian traffic, along with their labor, we will advise the Contractor accordingly. In addition, we rely solely on the Borough's Financial Department to review Certified Payroll in regards to current wages. This proposal does not include any environmental services in regards to soil testing and disposal.

This phase of the project will be billed on a time-and-materials basis for a cost not to exceed Sixty Thousand, Three Hundred and Eighteen Dollars and Zero Cents (\$60,318.00).

Phase II – Reimbursable Expenses:

- A. Reimbursable expenses will be required for this project. They include but are not limited to municipal and regulatory review submittals, submissions of documents to other agencies, if applicable, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are inclusive to the anticipated grand total project budget as illustrated on page one of this proposal. If additional reimbursable expenses are required, we will invoice the Borough on an as-needed basis without further authorization required.
- B. Should any sub-consultants be required for this project, Neglia Engineering Associates 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 shall be provided separately by the municipality.

This phase of the project will be billed on a Materials Basis for a cost of One Thousand Dollars and Zero Cents (\$1,000.00).

II. DELIVERABLES

Upon completion of the project, Neglia Engineering Associates will provide all photos and Inspection Reports, along with a copy of all Payment Certifications, and related correspondence.

III. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared begin upon receipt of a signed copy of this agreement, and with the approval of the Governing Body, and will provide the above referenced services when directed.

IV. PAYMENTS AND COST OF SERVICES

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

V. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. 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 the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans 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 other than those permits mentioned above. 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. Meeting time is portal to portal. 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. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates 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 not provided a budget for reimbursable expenses for this project. For this reason, they are in addition to the lump sum illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates 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.

NEA 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 NEA neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.

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 Neglia Engineering Associates ("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 (1½%) 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 Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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 Neglia Engineering Associates (NEA), by placing to NEA 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 NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA 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 NEA 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 agree upon. NEA 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 NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA 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 **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 continued service to the Borough. We look forward to working with you on this project. Please call if there are any questions, or if we can be of any further assistance.

Very truly yours,
Neglia Group



Michael J. Neglia, P.E., P.P., P.L.S., C.P.W.M.
Borough Engineer
Borough of Norwood

Very truly yours,
Neglia Group



Scott Loverich, P.E.
For the Borough Engineer
Borough of Norwood

Cc: Jason Menzella – NEA, Director of Construction (via e-mail)

Attachments: 2022-2024 Municipal Hourly Billing Rates

Accepted this _____ day of _____ 2024

By: _____

Title: _____



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

NEGLIA ENGINEERING ASSOCIATES
01/01/22-12/31/24 NORWOOD
HOURLY BILLING RATES

PRINCIPAL	\$198.00
SENIOR ENGINEER / SENIOR MANAGER/SR. PROF. PLANNER	\$190.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$185.00
SENIOR DESIGN ENGINEER	\$165.00
DESIGN ENGINEER/ENVIRONMENTAL SCIENTIST	\$150.00
ENGINEERING ASSISTANT	\$ 99.00
PROFESSIONAL PLANNER	\$185.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$165.00
LANDSCAPE DESIGN	\$125.00
COMPUTER AIDED DESIGNER	\$125.00
CONSTRUCTION MANAGER	\$150.00
RESIDENT ENGINEER	\$180.00
TECHNICAL OBSERVER	\$125.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$170.00
SURVEY PROJECT MANAGER	\$150.00
3 MAN SURVEY CREW	\$225.00
2 MAN SURVEY CREW	\$195.00
1 MAN SURVEY CREW (GPS AND EQUIPMENT)	\$180.00
CERTIFIED WETLAND DELINEATOR	\$190.00
LICENSED COLLECTION SYSTEM OPERATOR	\$165.00
DRONE PILOT AND VISUAL OBSERVER	\$215.00
DRONE EDITOR	\$150.00
GIS MANAGER	\$160.00
GIS SPECIALIST	\$140.00
GIS DATA PROCESSOR	\$ 99.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 3.00/sheet
MYLARS	\$25.00/sheet
COLOR PRINTS	\$55.00/sheet
PHOTOCOPIES (Black & White)	\$.22/page
PHOTOCOPIES (Color)	\$.35/page
MILEAGE	\$.58/mile
SUB-CONSULTANTS	10% administrative fee

Notes:

1. Expert testimony for deposition or trial is billed at 1½ standard billing rate.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems.
3. After hour and Holiday Call Outs
 - a. 7:00pm to 5:00am – 1.5 times the hourly rate and a 4 hour minimum
 - b. Holidays – 2 times the hourly rate and a 4 hour minimum
4. Reimbursable expenses are subject to change annually based on industry fluctuation.

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

BOROUGH OF NORWOOD

Resolution #2024:46

A RESOLUTION OF THE BOROUGH OF NORWOOD, OF THE COUNTY OF BERGEN, ADOPTING A FORM REQUIRED TO BE USED FOR THE FILING OF NOTICES OF TORT CLAIMS AGAINST THE BOROUGH OF NORWOOD IN ACCORDANCE THE PROVISIONS OF THE NEW JERSEY TORT CLAIMS ACT, N.J.S.A. 59:8-6.

WHEREAS, the New Jersey Tort Claims Act, N.J.S.A.. 59:8-6, provides that a public entity may adopt a form to be completed by claimants seeking to file a Notice of Tort Claim against the public entity; and

WHEREAS, the Borough of Norwood is a public entity covered by the provisions of the New Jersey Tort Claims Act; and,

WHEREAS, the Borough of Norwood deems it advisable, necessary, and in the public interests to adopt a Notice of Tort Claim form in the form attached hereto and made a part hereof.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Norwood assembled in public session the 24th day of January, 2024, that the attached Notice of Tort Claim form be and hereby is adopted as the official Notice of Tort Claim form for the Borough of Norwood; and,

BE IT FURTHER RESOLVED, that all persons making claims against the Borough of Norwood, pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:8-1, et. seq., be required to complete the form herein adopted as a condition of compliance with the notice requirement of the New Jersey Tort Claims Act.

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 January 24, 2024.

Borough Clerk

BOROUGH OF NORWOOD

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH JANUARY 24, 2024 IN THE TOTAL AMOUNT OF \$2,502,311.07.

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 January 24, 2024.

Borough Clerk

January 19, 2024
10:21 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
Rcvd Batch Id Range: First to Last Received Date Range: 12/29/23 to 01/19/24 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					
3-01-20-0100-229	Other Contractual Items					
BRUN0005	BRUNO ASSOCIATES, INC.	23-00804	GRANT WRITING SERVICES 2023	2,500.00	0.00	B
3-01-20-0100-230	Materials & Supplies					
BANK0010	BANK OF AMERICA	24-00102	2023 DECEMBER TRANSACTIONS	197.96	0.00	
3-01-20-0120-223	Printing & Binding					
MGLPR005	MGL PRINTING SOLUTIONS	23-02021	2024 PET APPLICATION & TAGS	1,646.80	0.00	
3-01-20-0140-220	Contractual Services					
GREAT010	GREAT AMERICAN FINANCIAL SERVI	24-00079	INV #35556802 12/21/2023	159.00	0.00	
3-01-20-0165-220	Contractural					
NEGLI005	NEGLIA ENGINEERING INC	23-00754	GENERAL ENGINEERING 2023	1,750.00	0.00	B
3-01-20-0165-228	Other Professional Services					
NEGLI005	NEGLIA ENGINEERING INC	24-00009	BROAD ST STORM REPAIRS EMERGNT	2,280.00	0.00	
3-01-21-0180-221	Legal Advertising					
NORT0070	NORTH JERSEY MEDIA GROUP	24-00119	ORDER #9622883 12/15/2023	40.12	0.00	
3-01-21-0182-230	Materials/Supplies/Conf					
BANK0010	BANK OF AMERICA	24-00102	2023 DECEMBER TRANSACTIONS	1,327.33	0.00	
3-01-23-0220-293	Medical-Inactive Empl					
TOMSC005	THOMAS SCHOPPE	24-00038	2023 DEC & 2024 JAN HEALTH BEN	3,540.64	0.00	
3-01-25-0240-238	Other Contractual Items					
GTBM0010	GOLD TYPE BUSINESS MACHINES	24-00015	INV #42331 9/30/2023	16.24	0.00	
3-01-25-0240-258	Other Equipment					
STATE010	STATE TOXICOLOGY LABORATORY	23-01505	CASE #23L010303 & #23L010304	90.00	0.00	
SY6TR005	SY6 TRAINING, LLC	23-02320	INV #2023-1214 12/14/2023	1,455.00	0.00	
PALIS005	PALISADES SALES CORPORATION	23-02330	LENOVO THINK CENTRE M75q	7,890.00	0.00	
VERIZ050	VERIZON	24-00030	BILL DATE: DEC 22, 2023	148.67	0.00	
PALIS005	PALISADES SALES CORPORATION	24-00072	INV #958203 6/19/2023	129.00	0.00	
				9,712.67		
3-01-25-0256-257	Other- Donation					
ADVAN010	ADVANCE AUTO PARTS	23-02246	INV #4504333627126 12/02/2023	136.80	0.00	
3-01-25-0260-230	Materials And Supplies					
VERAL005	V.E. RALPH & SON, INC.	23-02110	INV #459615 09/28/23	367.04	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-0290-220	Contractual Services					
NEGLI005 NEGLIA ENGINEERING INC	23-00643 NORWOOD CPWM SERVICES 2023			891.00	0.00	B
ONEC0010 ONE CALL CONCEPTS INC	24-00078 INV #3125478 12/31/2023			31.46	0.00	
AGLWE005 AGL WELDING INC	24-00099 INV #0010126040 11/30/2023			133.80	0.00	
AGLWE005 AGL WELDING INC	24-00100 INV #0010128809 12/31/2023			137.76	0.00	
				<u>1,194.02</u>		
3-01-26-0290-226	Maintenance Of Equipment					
KUPER005 KUEPER NORTH AMERICA, LLC	23-02097 INV #5603 PLOW BLADES			3,640.00	0.00	
REGIO005 REGIONAL COMMUNICATIONS INC	23-02293 INV #151559 11/30/2023			262.50	0.00	
CAPAS005 CAPASSO TIRE LLC	24-00007 TRUCK 381 4 NEW TIRES			1,243.00	0.00	
VERSA005 VERSALIFT EAST. INC.	24-00063 INV #856821 REPAIR TRUCK 382			428.55	0.00	
				<u>5,574.05</u>		
3-01-26-0290-232	Clothing And Uniforms					
RUGGE005 RUGGED OUTFITTERS	24-00059 INV #81532 12/30/23 PAYRAUDEAU			345.09	0.00	
3-01-26-0290-238	General Hardware					
NTOL005 NORTHERN TOOL AND EQUIPMENT	24-00068 INV #53095029 AIR HOSE REEL			199.98	0.00	
3-01-26-0290-250	Work Equipment					
DURIE005 DURIE LAWN MOWER & EQUIPMENT	23-02294 INV #E10106 10/30/23 GENERATOR			306.40	0.00	
ALLA0020 ALLAN BRITWAY ELECTRICAL CONT	23-02348 INV #24914 MVA 8/21/23			9,777.86	0.00	
				<u>10,084.26</u>		
3-01-26-0290-256	Livingston St Beautification					
PESHE005 PESH-E-LECTRIC, INC.	23-02296 INV #108348 12/12/2023			220.00	0.00	
PESHE005 PESH-E-LECTRIC, INC.	23-02297 INV #108325 11/27/2023			475.00	0.00	
PESHE005 PESH-E-LECTRIC, INC.	23-02298 INV #108331 11/30/2023			215.00	0.00	
PESHE005 PESH-E-LECTRIC, INC.	24-00004 INV #108361 12/20/2023			225.00	0.00	
PESHE005 PESH-E-LECTRIC, INC.	24-00005 INV #108360 12/19/2023			195.00	0.00	
				<u>1,330.00</u>		
3-01-26-0305-220	Contractual Services					
INTER020 INTERSTATE WASTE SERVICES INC.	24-00042 INV #9489677 12/31/23			51,080.09	0.00	
3-01-26-0310-220	Contractual Services					
IMCLE005 I-M CLEANING, INC.	23-00911 2023 JANITORIAL SERVICES			1,442.00	0.00	B
PEREN005 PERENNIAL SERVICES LLC	24-00001 INV #454035 AERATION W/SEED			1,900.00	0.00	
PEREN005 PERENNIAL SERVICES LLC	24-00002 INV #454034 TURF BLANKET			750.00	0.00	
				<u>4,092.00</u>		
3-01-26-0310-222	Haring Fence					
DURIE005 DURIE LAWN MOWER & EQUIPMENT	23-02295 INV #F012466 12/1/2023			520.00	0.00	
3-01-26-0310-226	Maintenance Of Equipment					
PESHE005 PESH-E-LECTRIC, INC.	24-00003 INV #108355 BOROUGH HALL			575.00	0.00	
3-01-26-0310-230	Materials & Supplies					
WBMA005 W.B. MASON CO., INC.	23-02324 INV #243399739 12/21/2023			915.35	0.00	
PALIS005 PALISADES SALES CORPORATION	24-00094 INV #958577 12/15/2023			35.00	0.00	
				<u>950.35</u>		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-26-0310-238	General Hardware					
NT00L005	NORTHERN TOOL AND EQUIPMENT	24-00006	ORDER #78014619 12/22/2023	999.20	0.00	
BANK0010	BANK OF AMERICA	24-00102	2023 DECEMBER TRANSACTIONS	<u>1,248.33</u>	0.00	
				2,247.53		
3-01-26-0315-221	Streets & Roads					
SCHU0015	SCHULTZ FORD LINCOLN MERCURY I	23-02288	INV #660902 12/11/23 TRUCK 376	819.29	0.00	
CLOST010	CLOSTER CAR WASH	23-02302	INV #11650 10/31/2023	54.99	0.00	
CLOST010	CLOSTER CAR WASH	23-02303	INV #11660 11/30/2023	<u>324.97</u>	0.00	
				1,199.25		
3-01-26-0315-222	Volunteer Fire					
QUALI010	QUALITY AUTO GLASS INC	23-02341	TRUCK 365 BROKEN WINDSHIELD	516.71	0.00	
FIREA010	FIRE AND SAFETY SERVICES, LTD	24-00103	INV #SI24-0131 ENGINE 362	<u>437.50</u>	0.00	
				954.21		
3-01-26-0315-223	Volunteer Ambulance					
ADVAN010	ADVANCE AUTO PARTS	23-01205	INV #4504316035973 6/09/23	58.06	0.00	
ADVAN010	ADVANCE AUTO PARTS	23-01206	INV #4504314325190 5/23/23	40.18	0.00	
ADVAN010	ADVANCE AUTO PARTS	23-01383	INV #4504318544870 7/04/23	<u>31.24</u>	0.00	
				129.48		
3-01-27-0330-236	Office Supplies					
PALIS005	PALISADES SALES CORPORATION	23-02287	BROTHER COLOR PRINTER	689.00	0.00	
3-01-27-0330-245	Others					
LAPRO005	LA PROMENADE	23-02259	GATEAU BRETONS	389.35	0.00	
3-01-28-0370-370	Borough Miscellaneous					
MUSCO005	MUSCO SPORTS LIGHTING, LLC	23-02329	2024 ANNUAL SUPPORT AGREEMENT	475.00	0.00	
3-01-30-0420-229	Other Contractual Items					
BANK0010	BANK OF AMERICA	24-00102	2023 DECEMBER TRANSACTIONS	43.98	0.00	
3-01-31-0430-000	Electricity					
ROCKL005	ROCKLAND ELECTRIC COMPANY	24-00036	INVOICE DATE: 12/29/2023	5,054.47	0.00	
3-01-31-0435-000	Street Lighting					
ROCKL005	ROCKLAND ELECTRIC COMPANY	24-00033	35481-31000-7 214 TAPPAN RD	40.01	0.00	
ROCKL005	ROCKLAND ELECTRIC COMPANY	24-00034	87961-30000-8 LAMB CT STE LITE	38.91	0.00	
ROCKL005	ROCKLAND ELECTRIC COMPANY	24-00035	83255-34000-8 HELEN CT LITE	32.74	0.00	
ROCKL005	ROCKLAND ELECTRIC COMPANY	24-00036	INVOICE DATE: 12/29/2023	<u>8,698.10</u>	0.00	
				8,809.76		
3-01-31-0440-000	Telephone					
VERIZ025	VERIZON	24-00031	BILL DATE: DEC 24, 2023	3.96	0.00	
INTER035	INTERMEDIA.NET, INC.	24-00061	INV #2401161263 12/2 - 1/1/24	966.21	0.00	
VERIZ040	VERIZON	24-00080	BILL DATE: DEC 28, 2023	38.01	0.00	
VERIZ020	VERIZON WIRELESS	24-00081	INV #9953186573 DEC 2 - JAN 1	<u>407.84</u>	0.00	
				1,416.02		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
3-01-31-0445-000	Water					
VEOLI055	VEOLIA WATER NEW JERSEY	24-00039	455 BROADWAY 11/01 - 12/01/23	104.76	0.00	
VEOLI030	VEOLIA WATER NEW JERSEY	24-00041	453 BROADWAY 12/1 - 1/3/24	322.66	0.00	
VEOLI055	VEOLIA WATER NEW JERSEY	24-00058	455 BROADWAY 12/01 - 01/03/24	115.22	0.00	
VEOLI065	VEOLIA WATER NEW JERSEY	24-00060	SUMMIT ST LIBRY 12/1 - 1/3/24	257.54	0.00	
VEOLI050	VEOLIA WATER NEW JERSEY	24-00106	BROADWAY 12/01 - 01/04/24	537.40	0.00	
				<u>1,337.58</u>		
3-01-43-0491-229	Other Contractual Items					
GALLA005	GALLAGHER, JANET	24-00027	2023 DEC ACTING CMCA HOURS	1,000.00	0.00	
3-01-55-2820-001	NON BUDGET DUE TO STATE UCC FEES					
NJDEP005	TREASURER, STATE OF NJ	24-00026	2023 Q4 STATE TRAINING FEES	1,864.00	0.00	
	Fund Total: Current Fund Appropriations			125,229.07		
	Year Total:			125,229.07		
Fund:	Current Fund Appropriations					
4-01-20-0100-230	Materials & Supplies					
WBMA005	W.B. MASON CO., INC.	24-00022	PAPER	91.65	0.00	
4-01-20-0110-244	Professional Dues					
NORT0025	NORTHERN VALLEY MAYORS' ASSOC	24-00121	2024 ANNUAL DUES	400.00	0.00	
4-01-20-0130-230	Materials & Supplies					
MGLPR005	MGL PRINTING SOLUTIONS	24-00010	1099-NEC FORMS & ENVELOPES	199.50	0.00	
WBMA005	W.B. MASON CO., INC.	24-00022	PAPER	91.65	0.00	
				<u>291.15</u>		
4-01-20-0135-228	Other Professional Services					
WIELK005	WIELKOTZ & COMPANY LLC	24-00040	BILL #1 RELA TO 12/31/23 AUDIT	15,000.00	0.00	
4-01-20-0140-220	Contractual Services					
GREAT010	GREAT AMERICAN FINANCIAL SERVI	24-00043	INV #35633759 01/01/2024	242.30	0.00	
4-01-20-0150-223	Printing & Binding					
MICRO010	MICROSYSTEMS-NJ.COM, LLC	24-00037	2024 ASSESSMENT POSTCARDS	1,561.75	0.00	
4-01-20-0155-220	Contractual Services					
ANDR0010	ARCHER & GREINER, PC	24-00101	INVOICE DATE: 01/03/24	832.50	0.00	
4-01-22-0295-253	Office Equip/Supplies					
WBMA005	W.B. MASON CO., INC.	24-00022	PAPER	91.65	0.00	
4-01-23-0210-202	Gen'L Liability Ins. Jif					
BCM00015	BERGEN COUNTY MUNICIPAL JIF	24-00064	FOURTH INSTALLMENT 2023	145,352.00	0.00	
4-01-23-0220-292	Medical Insurance					
SNJHE005	SNJ HEALTH BENEFITS PROGRAM	24-00065	2024 JANUARY HEALTH	57,965.77	0.00	
BORO0015	BOROUGH OF NORWOOD	24-00112	INITIAL DEPOSIT HEALTH REIMBUR	2,500.00	0.00	
				<u>60,465.77</u>		

January 19, 2024
10:21 AM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 5

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-23-0220-293	Medical-Inactive Empl					
ALANS005 ALAN SCHRADER		24-00021	2024 JAN HEALTH BENEFITS	3,337.99	0.00	
TOMSC005 THOMAS SCHOPPE		24-00038	2023 DEC & 2024 JAN HEALTH BEN	3,797.32	0.00	
ANTHO005 ANTHONY BLANDINO		24-00077	2024 Q1 HEALTH BENEFITS	<u>1,750.66</u>	0.00	
				8,885.97		
4-01-23-0220-299	Dental					
GUARD005 GUARDIAN		24-00020	CURRENT PREMIUM 1/1/24-1/31/24	4,834.05	0.00	
4-01-25-0240-258	Other Equipment					
PALIS005 PALISADES SALES CORPORATION		24-00073	INV #958605 1/2/2024	393.00	0.00	
CARDD005 TOSHIBA AMERICA BUSINESS SOLUT		24-00074	INV #5888890 2024 MAINT CHARGE	<u>667.95</u>	0.00	
				1,060.95		
4-01-25-0241-209	Interboro Radio					
INTER030 INTERBOROUGH RADIO		24-00066	25% DUE BY 2/1/2024	19,103.25	0.00	
4-01-25-0265-290	Firehouse Rent					
NORW0010 NORWOOD FIRE DEPT.		24-00019	2024 JANUARY RENT	2,288.79	0.00	
4-01-26-0290-230	Materials & Supplies					
WBMAS005 W.B. MASON CO., INC.		24-00022	PAPER	91.65	0.00	
4-01-26-0290-244	Professional Dues					
ASSOC020 ASSOCIATION OF NJ RECYCLERS		24-00069	MEMBERSHIP RENEWAL 2 YEAR	210.00	0.00	
4-01-27-0330-236	Office Supplies					
WBMAS005 W.B. MASON CO., INC.		24-00022	PAPER	91.65	0.00	
4-01-28-0370-370	Borough Miscellaneous					
ARIST005 ARISTA TROPHIES & AWARDS		24-00023	ORDER #21393 NAMEPLATES	98.00	0.00	
4-01-31-0440-000	Telephone					
VERIZ045 VERIZON		24-00032	BILL DATE: JAN 2, 2024	149.00	0.00	
VERI0015 VERIZON		24-00062	BILL DATE: JAN 3, 2024	345.14	0.00	
CABL0010 OPTIMUM		24-00104	INTERNET 01/08 - 02/07	172.95	0.00	
VERIZ005 VERIZON		24-00105	BILL DATE: JAN 9, 2024	<u>223.84</u>	0.00	
				890.93		
4-01-43-0491-231	Materials & Supplies					
WBMAS005 W.B. MASON CO., INC.		24-00022	PAPER	91.65	0.00	
4-01-55-2030-000	Accounts Payable					
IMCLE005 I-M CLEANING, INC.		22-00908	INV #8670 4/26/2022	450.00	0.00	
IMCLE005 I-M CLEANING, INC.		22-01463	INV #8757 7/28/2022	450.00	0.00	
WAYNE010 WAYNE FUELING SYSTEMS LLC		22-02154	INV #6047937 10/17/2022	<u>959.63</u>	0.00	
				1,859.63		
	Fund Total: Current Fund Appropriations			263,835.29		
	Year Total:			263,835.29		

January 19, 2024
10:21 AM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 6

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: General Capital						
C-04-55-1618-001	ORD. 16:18 SOFT COSTS ROAD IMP/BOROHALL					
PALIS005 PALISADES SALES CORPORATION	24-00025 INV #958587 12/19/2023			50.00	0.00	
BANK0010 BANK OF AMERICA	24-00102 2023 DECEMBER TRANSACTIONS			<u>8,690.15</u>	0.00	
				8,740.15		
C-04-55-2103-400	DPW - PICKUP TRUCK LIFTGATE					
AKEQU005 A & K EQUIPMENT COMPANY INC	23-02042 TOMMYGATE G2 SERIES LIFTGATE			4,405.10	0.00	
C-04-55-2103-800	2021 ROAD IMPROVEMENTS					
NEGLI005 NEGLIA ENGINEERING INC	22-00219 BLANCH AVENUE CULVERT			80.00	0.00	B
NEGLI005 NEGLIA ENGINEERING INC	23-00612 DEMAREST ST DRAINAGE IMPROVMNT			<u>2,165.88</u>	0.00	B
				2,245.88		
C-04-55-2204-090	I. INFRASTRUCTURE IMPROVEMENTS					
NEGLI005 NEGLIA ENGINEERING INC	23-01232 INFRASTRUCTURE IMPROVEMENTS			23,478.00	0.00	B
C-04-55-2310-400	D. ACQUISITION OF DPW VEHICLES					
1075E010 10-75 EMERGENCY VEHICLES	23-01893 LIGHT KIT FOR 2023 F350 PICKUP			4,050.80	0.00	
C-04-55-2310-500	E. ACQUISITION OF DPW EQUIPMENT					
CLIFF005 CLIFFSIDE BODY CORP.	23-01976 FISHER 4.0 YARD SALT SPREADER			21,994.00	0.00	
	Fund Total: General Capital			64,913.93		
	Year Total:			64,913.93		
Fund: PUBLIC DEFENDER DEDICATED TRUST						
T-12-00-2930-000	CELEBRATION OF PUBLIC EVENTS					
FORCE005 FORCELLATI BROTHERS INC	23-02012 INV #14541 10/26/23 PUMPKINS			1,950.00	0.00	
BOROU010 BOROUGH OF ORADELL	23-02322 INV #23-0013 STAGE RENTAL			1,245.04	0.00	
BANK0010 BANK OF AMERICA	24-00102 2023 DECEMBER TRANSACTIONS			<u>411.90</u>	0.00	
				3,606.94		
T-12-00-2970-000	RECYCLING TRUST					
BANK0010 BANK OF AMERICA	24-00102 2023 DECEMBER TRANSACTIONS			435.00	0.00	
	Fund Total: PUBLIC DEFENDER DEDICATED TRUST			4,041.94		
	Year Total:			4,041.94		

January 19, 2024
10:21 AM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 7

G/L Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-2060	Local School Taxes					
NORW0025	NORWOOD BOARD OF EDUCATION	24-00018	2024 JANUARY TAX LEVY	988,059.34	0.00	
4-01-2070	Regional School Taxes					
NORT0015	NORTHERN VALLEY REGIONAL HS	24-00017	2024 JANUARY TAX LEVY	1,056,231.50	0.00	
	G/L Total:			2,044,290.84		
Total Charged Lines: 231 Total List Amount: 2,502,311.07 Total Void Amount:				0.00		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund Appropriations	3-01	125,229.07	0.00	0.00	125,229.07
Current Fund Appropriations	4-01	263,835.29	0.00	2,044,290.84	2,308,126.13
General Capital	C-04	64,913.93	0.00	0.00	64,913.93
PUBLIC DEFENDER DEDICATED TRUST	T-12	4,041.94	0.00	0.00	4,041.94
Total of All Funds:		<u>458,020.23</u>	<u>0.00</u>	<u>2,044,290.84</u>	<u>2,502,311.07</u>

BOROUGH OF NORWOOD
Abbreviated Budget Account Status

January 19, 2024
10:34 AM

Range of Accounts: 4-01-00-0000-000 to 4-01-55-2820-590		Include Cap Accounts: Yes		Skip Zero Activity: Yes		As Of: 01/19/24	
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	31,237.50	0.00	0.00	0.00	31,237.50	31,237.50 0
4-01-20-0100-200	General Administration De						
4-01-20-0100-220	Contractual	3,228.75	0.00	0.00	0.00	3,228.75	3,228.75 0
4-01-20-0100-221	Legal Advertising	157.50	0.00	0.00	0.00	157.50	157.50 0
4-01-20-0100-222	Postage	2,152.50	0.00	0.00	0.00	2,152.50	2,152.50 0
4-01-20-0100-223	Printing & Binding	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00 0
4-01-20-0100-226	Maint. Of Equip	288.75	0.00	0.00	0.00	288.75	288.75 0
4-01-20-0100-229	Other Contractual Items	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00 0
4-01-20-0100-230	Materials & Supplies	551.25	0.00	180.22	0.00	551.25	371.03 33
4-01-20-0100-233	Books & Publications	157.50	0.00	0.00	0.00	157.50	157.50 0
4-01-20-0100-236	Office Supplies	551.25	0.00	0.00	0.00	551.25	551.25 0
4-01-20-0100-240	Personnel Expenses & Training	183.75	0.00	0.00	0.00	183.75	183.75 0
4-01-20-0100-241	Conferences & Meetings	183.75	0.00	0.00	0.00	183.75	183.75 0
4-01-20-0100-244	Professional Dues	262.50	0.00	0.00	0.00	262.50	262.50 0
Control: 0100	Total	12,967.50	0.00	180.22	0.00	12,967.50	12,787.28 1
4-01-20-0110-200	Mayor And Council O/E						
4-01-20-0110-240	Personnel Expenses & Training	2,677.50	0.00	0.00	0.00	2,677.50	2,677.50 0
4-01-20-0110-241	Conferences & Meetings	787.50	0.00	0.00	0.00	787.50	787.50 0
4-01-20-0110-244	Professional Dues	420.00	0.00	400.00	0.00	420.00	20.00 95
Control: 0110	Total	3,885.00	0.00	400.00	0.00	3,885.00	3,485.00 10
4-01-20-0120-000	Elections SW						
4-01-20-0120-000	Municipal Clerk SW	16,590.00	0.00	0.00	0.00	16,590.00	16,590.00 0
4-01-20-0120-200	Municipal Clerk O/E						
4-01-20-0120-221	Legal Advertising	551.25	0.00	0.00	0.00	551.25	551.25 0
4-01-20-0120-222	Elections	1,312.50	0.00	0.00	0.00	1,312.50	1,312.50 0
4-01-20-0120-223	Printing & Binding	525.00	0.00	0.00	0.00	525.00	525.00 0
4-01-20-0120-224	Education / Training	210.00	0.00	0.00	0.00	210.00	210.00 0
4-01-20-0120-229	Other Contractual Items	525.00	0.00	98.00	0.00	525.00	427.00 19
4-01-20-0120-230	Materials & Supplies	525.00	0.00	0.00	0.00	525.00	525.00 0
4-01-20-0120-233	Books & Publications	131.25	0.00	0.00	0.00	131.25	131.25 0
4-01-20-0120-241	Conferences & Meetings	918.75	0.00	0.00	0.00	918.75	918.75 0
4-01-20-0120-244	Professional Dues	262.50	0.00	0.00	0.00	262.50	262.50 0
Control: 0120	Total	4,961.25	0.00	98.00	0.00	4,961.25	4,863.25 2

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance	YTD %Used
4-01-20-0130-100	Financial Administration S&W	39,742.50	0.00	0.00	0.00	39,742.50	39,742.50	0
4-01-20-0130-200	Financial Administration O/E							
4-01-20-0130-229	Other Contractual Items	3,675.00	0.00	0.00	0.00	3,675.00	3,675.00	0
4-01-20-0130-230	Materials & Supplies	1,050.00	0.00	291.15	0.00	1,050.00	758.85	28
4-01-20-0130-236	Office Supplies	525.00	0.00	0.00	0.00	525.00	525.00	0
Control: 0130	Total	5,250.00	0.00	291.15	0.00	5,250.00	4,958.85	6
4-01-20-0135-200	Audit Services O/E							
4-01-20-0135-228	Other Professional Services	14,437.50	0.00	15,000.00	0.00	14,437.50	562.50-	104
Control: 0135	Total	14,437.50	0.00	15,000.00	0.00	14,437.50	562.50-	104
4-01-20-0140-200	Computer Data Process O/E							
4-01-20-0140-220	Contractual Services	4,593.75	0.00	242.30	0.00	4,593.75	4,351.45	5
4-01-20-0140-259	Data Processing Equipment	5,775.00	0.00	0.00	0.00	5,775.00	5,775.00	0
Control: 0140	Total	10,368.75	0.00	242.30	0.00	10,368.75	10,126.45	2
4-01-20-0145-100	Revenue Administration S&W	9,607.50	0.00	0.00	0.00	9,607.50	9,607.50	0
4-01-20-0145-200	Revenue Administration O/E							
4-01-20-0145-221	Legal Advertising	131.25	0.00	0.00	0.00	131.25	131.25	0
4-01-20-0145-222	Education/Seminars	131.25	0.00	0.00	0.00	131.25	131.25	0
4-01-20-0145-223	Printing & Binding	262.50	0.00	0.00	0.00	262.50	262.50	0
4-01-20-0145-229	Other Contractual Items	525.00	0.00	0.00	0.00	525.00	525.00	0
4-01-20-0145-236	Office Supplies	787.50	0.00	0.00	0.00	787.50	787.50	0
Control: 0145	Total	1,837.50	0.00	0.00	0.00	1,837.50	1,837.50	0
4-01-20-0150-100	Tax Assessment S&W	6,405.00	0.00	0.00	0.00	6,405.00	6,405.00	0
4-01-20-0150-200	Tax Assessment O/E							
4-01-20-0150-223	Printing & Binding	367.50	0.00	1,561.75	0.00	367.50	1,194.25-	425
4-01-20-0150-229	Other Contractual Items	315.00	0.00	0.00	0.00	315.00	315.00	0
4-01-20-0150-233	Books & Publications	52.50	0.00	0.00	0.00	52.50	52.50	0
4-01-20-0150-236	Office Supplies	78.75	0.00	0.00	0.00	78.75	78.75	0
4-01-20-0150-241	Conferences & Meetings	157.50	0.00	0.00	0.00	157.50	157.50	0
4-01-20-0150-244	Professional Dues	78.75	0.00	0.00	0.00	78.75	78.75	0
Control: 0150	Total	1,050.00	0.00	1,561.75	0.00	1,050.00	511.75-	149
4-01-20-0155-200	Legal Services O/E							
4-01-20-0155-220	Contractual Services	28,875.00	0.00	832.50	0.00	28,875.00	28,042.50	3

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance	YTD %Used
4-01-20-0155-228	Other Professional Services	6,562.50	0.00	0.00	0.00	6,562.50	6,562.50	0
Control: 0155	Total	35,437.50	0.00	832.50	0.00	35,437.50	34,605.00	2
4-01-20-0165-200	Engineering Services Oe							
4-01-20-0165-220	Contractual	5,512.50	0.00	0.00	0.00	5,512.50	5,512.50	0
4-01-20-0165-228	Other Professional Services	12,075.00	0.00	0.00	0.00	12,075.00	12,075.00	0
Control: 0165	Total	17,587.50	0.00	0.00	0.00	17,587.50	17,587.50	0
4-01-21-0170-100	Zoning Bd Of Adj Sw	918.75	0.00	0.00	0.00	918.75	918.75	0
4-01-21-0170-200	Zoning Bd Of Adjustment Oe							
4-01-21-0170-221	Legal Advertising	262.50	0.00	0.00	0.00	262.50	262.50	0
4-01-21-0170-227	Legal Services	1,050.00	0.00	0.00	0.00	1,050.00	1,050.00	0
4-01-21-0170-230	Materials And Supplies	131.25	0.00	0.00	0.00	131.25	131.25	0
4-01-21-0170-242	Education/Training	105.00	0.00	0.00	0.00	105.00	105.00	0
4-01-21-0170-244	Professional Dues	26.25	0.00	0.00	0.00	26.25	26.25	0
Control: 0170	Total	1,575.00	0.00	0.00	0.00	1,575.00	1,575.00	0
4-01-21-0180-100	Planning Board S&W	918.75	0.00	0.00	0.00	918.75	918.75	0
4-01-21-0180-200	Planning Board Oe							
4-01-21-0180-221	Legal Advertising	262.50	0.00	0.00	0.00	262.50	262.50	0
4-01-21-0180-227	Legal Services	1,837.50	0.00	0.00	0.00	1,837.50	1,837.50	0
4-01-21-0180-230	Materials & Supplies	157.50	0.00	0.00	0.00	157.50	157.50	0
4-01-21-0180-242	Education/Training	105.00	0.00	0.00	0.00	105.00	105.00	0
4-01-21-0180-244	Professional Dues	26.25	0.00	0.00	0.00	26.25	26.25	0
Control: 0180	Total	2,388.75	0.00	0.00	0.00	2,388.75	2,388.75	0
4-01-21-0182-200	Environmental Comm							
4-01-21-0182-230	Materials/Supplies/conf	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00	0
Control: 0182	Total	2,625.00	0.00	0.00	0.00	2,625.00	2,625.00	0
4-01-21-0190-100	AFFORDABLE HOUSING LIAISON S&W							
4-01-22-0295-100	Code Enforcement SW	2,966.25	0.00	0.00	0.00	2,966.25	2,966.25	0
4-01-22-0295-200	Code Enforcement O/E	36,592.50	0.00	0.00	0.00	36,592.50	36,592.50	0
4-01-22-0295-220	Contractual Services							
4-01-22-0295-226	Maintenance Of Equipment	2,861.25	0.00	0.00	0.00	2,861.25	2,861.25	0
4-01-22-0295-233	Books & Publications	131.25	0.00	0.00	0.00	131.25	131.25	0
4-01-22-0295-241	Conferences & Meetings	183.75	0.00	0.00	0.00	183.75	183.75	0
		236.25	0.00	0.00	0.00	236.25	236.25	0

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-22-0295-242	Education & Training	288.75	0.00	0.00	0.00	288.75	288.75	0
4-01-22-0295-244	Professional Dues	52.50	0.00	0.00	0.00	52.50	52.50	0
4-01-22-0295-253	Office Equip/Supplies	2,021.25	0.00	91.65	0.00	2,021.25	1,929.60	5
Control: 0295	Total	5,775.00	0.00	91.65	0.00	5,775.00	5,683.35	2
4-01-23-0210-200	Insurance O/E							
4-01-23-0210-202	Gen'l Liability Ins. Jif	72,187.50	0.00	145,352.00	0.00	72,187.50	73,164.50	201
Control: 0210	Total	72,187.50	0.00	145,352.00	0.00	72,187.50	73,164.50	201
4-01-23-0220-200	Insurance O/E							
4-01-23-0220-292	Medical Insurance	157,500.00	0.00	0.00	60,465.77	97,034.23	97,034.23	38
4-01-23-0220-293	Medical-Inactive Empl	32,812.50	0.00	8,885.97	0.00	32,812.50	23,926.53	27
4-01-23-0220-299	Dental	17,062.50	0.00	4,834.05	0.00	17,062.50	12,228.45	28
Control: 0220	Total	207,375.00	0.00	13,720.02	60,465.77	146,909.23	133,189.21	36
4-01-23-0225-200	Insurance / Sui							
4-01-23-0225-212	Unemployment Comp.	5,250.00	0.00	0.00	0.00	5,250.00	5,250.00	0
Control: 0225	Total	5,250.00	0.00	0.00	0.00	5,250.00	5,250.00	0
4-01-25-0240-100	Police S/w	746,100.86	0.00	0.00	0.00	746,100.86	746,100.86	0
4-01-25-0240-200	Police O/E							
4-01-25-0240-223	Printing & Binding	163.30	0.00	0.00	0.00	163.30	163.30	0
4-01-25-0240-226	Equipment Maint	163.19	0.00	0.00	0.00	163.19	163.19	0
4-01-25-0240-230	Materials & Supplies	1,305.54	0.00	561.48	0.00	1,305.54	744.06	43
4-01-25-0240-233	Books & Publications	261.12	0.00	0.00	0.00	261.12	261.12	0
4-01-25-0240-236	Office Supplies	648.05	0.00	0.00	0.00	648.05	648.05	0
4-01-25-0240-238	Other Contractual Items	31,281.14	0.00	8,000.00	0.00	31,281.14	23,281.14	26
4-01-25-0240-240	Personel Expenses & Training	1,631.93	0.00	0.00	0.00	1,631.93	1,631.93	0
4-01-25-0240-241	Conferences & Meetings	652.77	0.00	0.00	0.00	652.77	652.77	0
4-01-25-0240-244	Professional Dues	489.58	0.00	650.00	0.00	489.58	160.42	133
4-01-25-0240-246	Uniform Allowance/Spec. & Guar	979.16	0.00	0.00	0.00	979.16	979.16	0
4-01-25-0240-258	Other Equipment	4,406.21	0.00	3,060.95	0.00	4,406.21	1,345.26	69
4-01-25-0240-259	Bergen County Forfeiture	2,284.70	0.00	0.00	0.00	2,284.70	2,284.70	0
Control: 0240	Total	44,266.69	0.00	12,272.43	0.00	44,266.69	31,994.26	28
4-01-25-0241-200	Police Dispatch/911							
4-01-25-0241-209	Interboro Radio	22,365.00	0.00	19,103.25	0.00	22,365.00	3,261.75	85
Control: 0241	Total	22,365.00	0.00	19,103.25	0.00	22,365.00	3,261.75	85

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-25-0256-200	Aid To Fire Companies O/E							
4-01-25-0256-226	Maintenance Of Equipment	1,575.00	0.00	0.00	0.00	1,575.00	1,575.00	0
4-01-25-0256-229	Other Contractual Items	2,100.00	0.00	0.00	0.00	2,100.00	2,100.00	0
4-01-25-0256-230	Materials & Supplies	1,312.50	0.00	0.00	0.00	1,312.50	1,312.50	0
4-01-25-0256-242	Education & Training	918.75	0.00	0.00	0.00	918.75	918.75	0
4-01-25-0256-243	Uniform Allowance	4,068.75	0.00	0.00	0.00	4,068.75	4,068.75	0
4-01-25-0256-257	Other- Donation	525.00	0.00	0.00	0.00	525.00	525.00	0
4-01-25-0256-300	Volunteer Stipends	5,250.00	0.00	0.00	0.00	5,250.00	5,250.00	0
Control: 0256	Total	15,750.00	0.00	0.00	0.00	15,750.00	15,750.00	0
4-01-25-0260-200	Aid To Volunteer Ambulance							
4-01-25-0260-229	Other Contractual Items	2,539.31	0.00	0.00	0.00	2,539.31	2,539.31	0
4-01-25-0260-230	Materials And Supplies	3,128.48	0.00	0.00	0.00	3,128.48	3,128.48	0
4-01-25-0260-232	Uniforms	655.52	0.00	0.00	0.00	655.52	655.52	0
4-01-25-0260-242	Education & Training	417.96	0.00	0.00	0.00	417.96	417.96	0
4-01-25-0260-300	Clothing Allowance	3,213.00	0.00	0.00	0.00	3,213.00	3,213.00	0
4-01-25-0260-310	Rent	3,937.50	0.00	0.00	0.00	3,937.50	3,937.50	0
Control: 0260	Total	13,891.77	0.00	0.00	0.00	13,891.77	13,891.77	0
4-01-25-0265-100	Fire Prevention SW	10,762.50	0.00	0.00	0.00	10,762.50	10,762.50	0
4-01-25-0265-200	Fire Prevention O/E							
4-01-25-0265-226	Maintenance Of Equipment	52.50	0.00	0.00	0.00	52.50	52.50	0
4-01-25-0265-229	Other Contractual Items	78.75	0.00	0.00	0.00	78.75	78.75	0
4-01-25-0265-230	Materials & Supplies	78.75	0.00	0.00	0.00	78.75	78.75	0
4-01-25-0265-233	Books & Publications	105.00	0.00	0.00	0.00	105.00	105.00	0
4-01-25-0265-236	Office Supplies	52.50	0.00	0.00	0.00	52.50	52.50	0
4-01-25-0265-242	Education & Training	52.50	0.00	0.00	0.00	52.50	52.50	0
4-01-25-0265-273	Fire Hydrants Charges	30,056.25	0.00	0.00	0.00	30,056.25	30,056.25	0
4-01-25-0265-290	Firehouse Rent	7,087.50	0.00	2,288.79	0.00	7,087.50	4,798.71	32
Control: 0265	Total	37,563.75	0.00	2,288.79	0.00	37,563.75	35,274.96	6
4-01-25-0275-200	Municipal Prosecutor O/E							
4-01-25-0275-205	Other Professional Services	1,338.75	0.00	0.00	0.00	1,338.75	1,338.75	0
Control: 0275	Total	1,338.75	0.00	0.00	0.00	1,338.75	1,338.75	0
4-01-25-0285-200	OEM OTHER EXPENSES							
4-01-25-0285-201	Other Expenses	1,338.75	0.00	0.00	0.00	1,338.75	1,338.75	0
Control: 0285	Total	1,338.75	0.00	0.00	0.00	1,338.75	1,338.75	0

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/reimb	Unexpended	Balance YTD	%Used
4-01-26-0290-100	Streets & Road Maint S&W	232,285.20	0.00	0.00	0.00	232,285.20	232,285.20	0
4-01-26-0290-200	Streets & Road Maint O/E	14,437.50	0.00	0.00	0.00	14,437.50	14,437.50	0
4-01-26-0290-220	Contractual Services	6,562.50	0.00	2,617.63	0.00	6,562.50	3,944.87	40
4-01-26-0290-226	Maintenance of Equipment	7,875.00	0.00	522.69	0.00	7,875.00	7,352.31	7
4-01-26-0290-230	Materials & Supplies	1,968.75	0.00	0.00	0.00	1,968.75	1,968.75	0
4-01-26-0290-232	Clothing And Uniforms	1,312.50	0.00	274.79	0.00	1,312.50	1,037.71	21
4-01-26-0290-238	General Hardware	1,968.75	0.00	0.00	0.00	1,968.75	1,968.75	0
4-01-26-0290-240	Personnel Expenses & Training	157.50	0.00	210.00	0.00	157.50	52.50	133
4-01-26-0290-244	Professional Dues	7,875.00	0.00	369.96	0.00	7,875.00	7,505.04	5
4-01-26-0290-250	Work Equipment	11,812.50	0.00	0.00	0.00	11,812.50	11,812.50	0
4-01-26-0290-256	Livingston St Beautification	918.75	0.00	0.00	0.00	918.75	918.75	0
4-01-26-0290-258	Other Equipment	525.00	0.00	0.00	0.00	525.00	525.00	0
4-01-26-0290-259	Professional Services	55,413.75	0.00	3,995.07	0.00	55,413.75	51,418.68	7
Control: 0290	Total							
4-01-26-0300-200	Other Public Works	9,187.50	0.00	0.00	0.00	9,187.50	9,187.50	0
4-01-26-0300-220	Tree Pruning Services	9,187.50	0.00	0.00	0.00	9,187.50	9,187.50	0
4-01-26-0300-258	Sewers - Equip/Supplies	18,375.00	0.00	0.00	0.00	18,375.00	18,375.00	0
Control: 0300	Total							
4-01-26-0305-200	Solid Waste Collection O/E	187,425.00	0.00	0.00	0.00	187,425.00	187,425.00	0
4-01-26-0305-220	Contractual Services	187,425.00	0.00	0.00	0.00	187,425.00	187,425.00	0
Control: 0305	Total							
4-01-26-0310-200	Buildings & Grounds O/E	16,406.25	0.00	0.00	0.00	16,406.25	16,406.25	0
4-01-26-0310-220	Contractual Services	196.88	0.00	0.00	0.00	196.88	196.88	0
4-01-26-0310-222	Haring Fence	10,500.00	0.00	0.00	0.00	10,500.00	10,500.00	0
4-01-26-0310-226	Maintenance of Equipment	13,125.00	0.00	0.00	0.00	13,125.00	13,125.00	0
4-01-26-0310-230	Materials & Supplies	3,937.50	0.00	298.84	0.00	3,937.50	3,638.66	8
4-01-26-0310-238	General Hardware	10,500.00	0.00	0.00	0.00	10,500.00	10,500.00	0
4-01-26-0310-300	Maintenance of Public Buildings	54,665.63	0.00	298.84	0.00	54,665.63	54,366.79	1
Control: 0310	Total							
4-01-26-0315-200	Vehicle Maintenance O/E	4,856.25	0.00	0.00	0.00	4,856.25	4,856.25	0
4-01-26-0315-220	Police	13,125.00	0.00	4,158.41	0.00	13,125.00	8,966.59	32
4-01-26-0315-221	Streets & Roads	3,937.50	0.00	0.00	0.00	3,937.50	3,937.50	0
4-01-26-0315-222	Volunteer Fire	2,231.25	0.00	0.00	0.00	2,231.25	2,231.25	0
4-01-26-0315-223	Volunteer Ambulance	2,362.50	0.00	0.00	0.00	2,362.50	2,362.50	0
4-01-26-0315-225	Fire Prevention							

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance	YTD %Used
Control: 0315	Total	26,512.50	0.00	4,158.41	0.00	26,512.50	22,354.09	16
4-01-26-0511-200	Njpdcs Stormwater Mgmt							
4-01-26-0511-220	Landfill Contractural Service	813.75	0.00	0.00	0.00	813.75	813.75	0
4-01-26-0511-223	Printing	157.50	0.00	0.00	0.00	157.50	157.50	0
4-01-26-0511-229	Permits	682.50	0.00	0.00	0.00	682.50	682.50	0
4-01-26-0511-230	Material/Supplies	682.50	0.00	0.00	0.00	682.50	682.50	0
4-01-26-0511-231	Compost Facility	1,312.50	0.00	0.00	0.00	1,312.50	1,312.50	0
Control: 0511	Total	3,648.75	0.00	0.00	0.00	3,648.75	3,648.75	0
4-01-26-0515-200	Njpdcs Stormwater Management							
4-01-27-0330-100	Public Health Services Sw	7,980.00	0.00	0.00	0.00	7,980.00	7,980.00	0
4-01-27-0330-200	Public Health Services O/E							
4-01-27-0330-220	Contractual Services	10,657.50	0.00	0.00	0.00	10,657.50	10,657.50	0
4-01-27-0330-221	Legal Advertising	131.25	0.00	0.00	0.00	131.25	131.25	0
4-01-27-0330-222	Flu Clinic	393.75	0.00	0.00	0.00	393.75	393.75	0
4-01-27-0330-229	Other Contractural Services	446.25	0.00	0.00	0.00	446.25	446.25	0
4-01-27-0330-236	Office Supplies	315.00	0.00	91.65	0.00	315.00	223.35	29
4-01-27-0330-241	Conferences & Meetings	105.00	0.00	0.00	0.00	105.00	105.00	0
4-01-27-0330-242	Education & Training	1,443.75	0.00	0.00	0.00	1,443.75	1,443.75	0
4-01-27-0330-244	Professional Dues	26.25	0.00	0.00	0.00	26.25	26.25	0
4-01-27-0330-245	Others	262.50	0.00	0.00	0.00	262.50	262.50	0
Control: 0330	Total	13,781.25	0.00	91.65	0.00	13,781.25	13,689.60	1
4-01-28-0370-100	Recreation Sw							
4-01-28-0370-200	Recreation O/E							
4-01-28-0370-215	Seniors	3,491.25	0.00	0.00	0.00	3,491.25	3,491.25	0
4-01-28-0370-300	Baseball & Softball	4,856.25	0.00	0.00	0.00	4,856.25	4,856.25	0
4-01-28-0370-310	Football	2,148.56	0.00	0.00	0.00	2,148.56	2,148.56	0
4-01-28-0370-320	Cheer	2,887.50	0.00	0.00	0.00	2,887.50	2,887.50	0
4-01-28-0370-330	Soccer	1,050.00	0.00	0.00	0.00	1,050.00	1,050.00	0
4-01-28-0370-340	Basketball	1,968.75	0.00	0.00	0.00	1,968.75	1,968.75	0
4-01-28-0370-350	Summer Camp	787.50	0.00	0.00	0.00	787.50	787.50	0
4-01-28-0370-360	New Programs & Events	1,312.50	0.00	0.00	0.00	1,312.50	1,312.50	0
4-01-28-0370-370	Borough Miscellaneous	2,786.44	0.00	98.00	0.00	2,786.44	2,688.44	4
Control: 0370	Total	21,288.75	0.00	98.00	0.00	21,288.75	21,190.75	0

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD %Used
4-01-29-0390-200	Municipal Library O/E						
4-01-29-0390-205	Contribution	124,901.96	0.00	0.00	0.00	124,901.96	124,901.96 0
Control: 0390	Total	124,901.96	0.00	0.00	0.00	124,901.96	124,901.96 0
4-01-30-0415-229	Acc Leave Compensation	10,032.23	0.00	0.00	0.00	10,032.23	10,032.23 0
4-01-30-0420-200	Celeb of Public Events O/E						
4-01-30-0420-229	Other Contractual Items	7,875.00	0.00	0.00	0.00	7,875.00	7,875.00 0
Control: 0420	Total	7,875.00	0.00	0.00	0.00	7,875.00	7,875.00 0
4-01-31-0430-000	Electricity	24,255.00	0.00	0.00	0.00	24,255.00	24,255.00 0
4-01-31-0435-000	Street Lighting	22,995.00	0.00	0.00	0.00	22,995.00	22,995.00 0
4-01-31-0440-000	Telephone	16,222.50	0.00	0.00	890.93	15,331.57	15,331.57 5
4-01-31-0445-000	Water	9,476.25	0.00	0.00	0.00	9,476.25	9,476.25 0
4-01-31-0446-000	Natural Gas	18,768.75	0.00	0.00	0.00	18,768.75	18,768.75 0
4-01-31-0455-000	Bcua Sewer	187,162.50	0.00	0.00	0.00	187,162.50	187,162.50 0
4-01-31-0460-000	Gasoline	21,630.00	0.00	0.00	0.00	21,630.00	21,630.00 0
4-01-36-0472-000	Social Security	43,575.00	0.00	0.00	0.00	43,575.00	43,575.00 0
4-01-36-0474-000	Pfrs	204,739.50	0.00	0.00	0.00	204,739.50	204,739.50 0
4-01-36-0475-000	Pers	44,305.01	0.00	0.00	0.00	44,305.01	44,305.01 0
4-01-36-0476-000	Losap	5,250.00	0.00	0.00	0.00	5,250.00	5,250.00 0
4-01-36-0478-000	DCRP	262.50	0.00	0.00	0.00	262.50	262.50 0
4-01-41-0700-000	Federal & State Grants						
4-01-41-1000-000	BUDGETED GRANTS	3,559.09	0.00	0.00	0.00	3,559.09	3,559.09 0
4-01-43-0490-105	Contingent	24,150.00	0.00	0.00	0.00	24,150.00	24,150.00 0
4-01-43-0491-100	Municipal Court Sw	23,388.75	0.00	0.00	0.00	23,388.75	23,388.75 0
4-01-43-0491-200	Municipal Court O/E						
4-01-43-0491-229	Other Contractual Items	210.00	0.00	0.00	0.00	210.00	210.00 0
4-01-43-0491-231	Materials & Supplies	341.25	0.00	91.65	0.00	341.25	249.60 27
4-01-43-0491-236	Office Supplies	210.00	0.00	0.00	0.00	210.00	210.00 0
4-01-43-0491-241	Conferences & Meetings	315.00	0.00	0.00	0.00	315.00	315.00 0
4-01-43-0491-244	Professional Dues	105.00	0.00	0.00	0.00	105.00	105.00 0
4-01-43-0491-253	Office Equipment	78.75	0.00	0.00	0.00	78.75	78.75 0
Control: 0491	Total	1,260.00	0.00	91.65	0.00	1,260.00	1,168.35 7
4-01-43-0495-200	Public Defender O/E						
4-01-44-0901-000	Capital Improvement Fund	26,250.00	0.00	0.00	0.00	26,250.00	26,250.00 0
4-01-45-0920-000	Bonds Principal	210,000.00	0.00	0.00	0.00	210,000.00	210,000.00 0

BOROUGH OF NORWOOD
Abbreviated Budget Account Status

January 19, 2024
10:34 AM

Account No	Description	Budgeted	Transfers	Encumber	Net Expd/Reimb	Unexpended	Balance YTD	%Used
4-01-45-0925-000	Notes Interest	37,800.00	0.00	0.00	0.00	37,800.00	37,800.00	0
4-01-45-0930-000	Bonds Interest	33,731.25	0.00	0.00	0.00	33,731.25	33,731.25	0
4-01-45-0945-000	Njeit Loans Principal	12,862.50	0.00	0.00	0.00	12,862.50	12,862.50	0
4-01-45-0946-000	Njeit Loans Interest	2,362.50	0.00	0.00	0.00	2,362.50	2,362.50	0
4-01-46-0872-000	DC, Over Exp App Resereve	2,688.26	0.00	0.00	0.00	2,688.26	2,688.26	0
4-01-50-0899-000	Reserve Uncollected Taxes	163,012.50	0.00	0.00	0.00	163,012.50	163,012.50	0
4-01-55-2030-000	Accounts Payable	0.00	0.00	24,088.72	0.00	0.00	24,088.72	0
Fund: 01	Current Fund Appropriations Budgeted Total	3,354,452.45	0.00	220,167.68	61,356.70	3,293,095.75	3,072,928.07	8
Fund: 01	Current Fund Appropriations Non-Budgeted Total	0.00	0.00	24,088.72	0.00	0.00	24,088.72	0
Fund: 01	Current Fund Appropriations Total	3,354,452.45	0.00	244,256.40	61,356.70	3,293,095.75	3,048,839.35	9
Final Budgeted		3,354,452.45	0.00	220,167.68	61,356.70	3,293,095.75	3,072,928.07	8
Final Non-Budgeted		0.00	0.00	24,088.72	0.00	0.00	24,088.72	0
Final Total		3,354,452.45	0.00	244,256.40	61,356.70	3,293,095.75	3,048,839.35	9

BOROUGH OF NORWOOD

Resolution #2024:48

**APPOINTMENT OF BERGEN COUNTY DEPARTMENT OF HEALTH
AS BLOOD BORNE PATHOGEN COMPLIANCE COORDINATOR
AND TRAINER**

WHEREAS, the Borough of Norwood hereinafter referred to as the “**SERVICE RECIPIENT**” has been organized under the provisions of N.J.S.A. 40A:60-1 et seq. and requires the regular services of a Blood Borne Pathogens Coordinator and Trainer; and

WHEREAS, the County of Bergen, Department of Health Services, having its principal place of business at One Bergen County Plaza, Hackensack, New Jersey, and hereinafter referred to as the “**SERVICE PROVIDER**” is experienced in Blood Borne Pathogen Compliance Programs; and

WHEREAS, the Borough of Norwood, wishes to enter into a Professional Services Agreement with the County of Bergen for the year 2024-2025.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Norwood, New Jersey do hereby appoint the County of Bergen Health Services as the “Service Provider” for Blood Borne Compliance and Training by agreeing to one of the below options. (to be completed by the Municipal Clerk upon passage of this resolution):

- ☐ We agree to contract for **BBP Training Only**. **\$15.00/pp**
- ☐ We agree to contract for **BBP Administrative Elective Only**. **\$10.00/pp**
[BBP ‘at-risk’ employees only, billed per fiscal year]
- ☐ We agree to contract for **BBP Training and the BBP Administrative Elective**. **\$25.00/pp**

AND, BE IT FURTHER RESOLVED that the Mayor is authorized to sign the Professional Services Agreement with the County of Bergen from January 1, 2024 through December 31, 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 January 24, 2024.

Borough Clerk



**BERGEN COUNTY
DEPARTMENT OF HEALTH SERVICES
2024-2025 AGREEMENT FOR**

BLOODBORNE PATHOGENS PROGRAM

FOR

BOROUGH OF NORWOOD

Approved by Bergen County Resolution No. 993-23 Dated: September 6, 2023.
Approved by Borough of Norwood Resolution No. _____ Dated: _____

BLOODBORNE PATHOGENS PROGRAM AGREEMENT

THIS AGREEMENT made this 1st day of January, 2024, by and between the County of Bergen, Department of Health Services, which has offices located at One Bergen County Plaza, City of Hackensack, County of Bergen, State of New Jersey (hereinafter referred to as the "BCDHS") and the Borough of Norwood which has offices located at 455 Broadway, Norwood, County of Bergen State of New Jersey (hereinafter referred to as the "Municipality" or "MUNICIPALITY").

WHEREAS, the Municipality, through the provisions of N.J.S.A. 26:3A2-I et seq. desires to contract for the furnishing of health services of a technical and professional nature, requires the regular services of a Bloodborne Pathogens Compliance Coordinator and Trainer; and

WHEREAS, Bergen County Resolution # 993-23 as adopted by the Bergen County Board of Commissioners, dated September 6, 2023, authorizes the County Executive to enter into an Agreement with the Municipality; and

WHEREAS, the BCDHS is experienced in the provision of Bloodborne Pathogens Compliance Programs;

NOW, THEREFORE, IT IS AGREED by and between the Municipality and the BCDHS as follows:

- I. APPOINTMENT.** The BCDHS is hereby appointed and retained as Bloodborne Pathogens Compliance Coordinator and Trainer for the Municipality.
- II. TERM.** The term of this Agreement shall commence on **January 1, 2024**, and shall continue in accordance with the terms, and conditions of this Agreement, terminating on **December 31, 2025**.
- III. TERMINATION OF AGREEMENT.** The BCDHS may terminate this Agreement, at any time during the term thereof, by giving of ninety (90) days written notice, setting forth the cause or causes for termination to the **MUNICIPALITY**.

The Municipality may terminate this Agreement, at any time during the term thereof, by the giving of ninety (90) days written notice, setting forth the cause or causes for termination to the BCDHS.

The BCDHS may terminate this Agreement, at any time during the term thereof, if the Municipality contracts with another independent contractor, in addition to BCDHS, to provide any of the services as described in this Agreement. The Municipality cannot selectively remove services and claim a deduction for training with another independent contractor.

- IV. NEW JERSEY LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of New Jersey.

- V. BINDING ON SUCCESSORS AND ASSIGNS.** Except as otherwise provided herein, all terms, provisions and conditions of this Agreement shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns.
- VI. MODIFICATION.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Municipality and the BCDHS.
- VII. ENTIRE AGREEMENT.** This instrument contains the entire Agreement of the parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.
- VIII. NO WAIVER.** No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of any such term, provision, or condition by either party, or justify or authorize the non-observance of any other occasion of the same or any other term, provision, or condition of this Agreement by either party.
- IX. PARTIAL INVALIDITY.** If any term, provision or condition contained in this Agreement, or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unforeseeable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is invalid or unforeseeable, shall not be affected thereby, and each term, provision or condition contained in this Agreement shall be valid and enforced to the fullest extent permitted by the law provided, however, that no such invalidity shall in any way reduce services to be performed by the BCDHS to the Municipality.
- X. CAPTIONS.** The captions and paragraph headings contained in this Agreement are solely for the purpose of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.
- XI. NO ASSIGNMENT.** This Agreement shall not be assigned by the BCDHS without the specific written consent of the Municipality.
- XII. INSURANCE.** Except where elsewhere provided within, BCDHS shall provide upon request, at its own cost and expense, proof of the following insurance to the Municipality:

- A. Workers' Compensation: Statutory - in compliance with the Compensation Law of the State of New Jersey;
- B. General Liability: Minimum limit of liability of \$1 Million Per Occurrence/\$2 Million Aggregate for Bodily Injury/Property Damage;
- C. Automobile Liability: Minimum Combined Single Limit (CSL) for Bodily Injury/Property Damage of \$1,000,000. Insurance coverage for owned, hired, and non-owned automobiles; and
- D. Errors and Omissions: Minimum limit of liability of \$1,000,000 per claim.

Failure by the BCDHS to supply such written evidence shall result in default; the Municipality will acknowledge and accept The County of Bergen Workers Compensation Self-Insurance Claim Trust Fund and The County of Bergen Liability Self-Insurance Claim Trust Fund as the respective guarantors of these insurance obligations.

BCDHS shall not take any action to cancel or materially change any of the above insurance required under this Agreement without Municipality approval. Maintenance of insurance under this session shall not relieve BCDHS or any liability greater than the insurance coverage.

XIII. INDEPENDENT CONTRACTOR STATUS. The BCDHS at all times shall be an independent contractor, and employees of BCDHS shall in no event be considered employees of the Municipality. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance hereunder.

XIV. INDEMNIFICATION AND HOLD HARMLESS. BCDHS shall indemnify and hold harmless the Municipality from any and all claims, suits, demands, damages, charges, liabilities, losses, cost, and expenses arising out of the activities of the BCDHS, its employees and agents in connection with all activities undertaken by the BCDHS, pursuant to this Agreement. It is the intention of the parties that any claim for relief or any type being asserted against the Municipality, based upon any act or omission of the BCDHS, its affiliates and successors, shall not be the responsibility of the Municipality, and the BCDHS shall hold the Municipality harmless from same;

The Municipality shall indemnify and hold harmless the BCDHS from any and all claims, suits, damages, charges, liabilities, losses, costs, and expenses arising out of the activities of the Municipality, its employees, and agents, in connection with all activities undertaken by the Municipality pursuant to this Agreement. It is the intention of the parties that any claim for relief of any type being asserted against the BCDHS based upon any act or mission of the Municipality, shall not be the

responsibility of the BCDHS, and the Municipality shall hold the BCDHS harmless from same;

XV. OWNERSHIP OF RECORDS.

- A. All software and hardware supplied by the BCDHS used to manage the Municipality's program are understood as being and shall remain the property of the BCDHS.
- B. All records and data relating to the Municipality shall belong to the Municipality, and a complete and current copy of all such data and records shall be supplied upon the request of the Municipality.
- C. All records and data relating to the Municipality shall be surrendered to the Municipality upon expiration of the term covered by this Agreement or other termination of this Agreement.
- D. BCDHS will maintain training records for periodic electronic transfer to Municipality. The Municipality will then maintain the electronically transferred training records for three (3) years from the training day as stated in the NJ PEOSH (Public Employees Occupational Safety and Health) Bloodborne Pathogens Standard, 29 CFR 1910.1030 (all further reference to this law will be referred to as the NJ PEOSH Standard).
- E. Information released to the BCDHS by the Municipality for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties.

XVI. NOTICE. Notice under this Agreement shall be sent to:

**Bergen County Department of Health Services
One Bergen County Plaza, 4th Floor
Hackensack, NJ 07601
Attention: Hansel Asmar, Director/Health Officer**

And

**Borough of Norwood
455 Broadway
Norwood, NJ 07648-1302
Attention: Administrator**

XVII. BLOODBORNE PATHOGENS TRAINING SERVICES.

A. The BCDHS agrees to provide the following bloodborne pathogens training services:

1. Identify and provide a Bloodborne Pathogens Compliance Coordinator to support the Municipality for program training management.
2. Provide annual bloodborne pathogens training access to all at-risk employees. Supplemental classroom instruction at One Bergen County Plaza, Hackensack, NJ will resume when it has been determined that the COVID-19 pandemic no longer poses a concern to indoor group settings.
3. Assure the online training course and supplemental in-person trainings are in compliance with current standards, objectives, and regulations as per the NJ PEOSH Standard.
4. Provide electronic record keeping for the Municipality and periodically forward updated rosters to the Municipality's Bloodborne Pathogens Compliance Officer. This electronic record will list trained employees and those in need of training.

B. The Municipality agrees to comply with the following:

1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogens training contact for the BCDHS to review and become familiar with the applicable components of the Bloodborne Pathogens Program.
2. Ensure that a copy of the Bloodborne Pathogens Exposure Control Plan is accessible for all employees.
3. Ensure that employees at-risk for occupational exposure to bloodborne pathogens are identified and notify BCDHS of those employees that are in need of training.
4. Provide BCDHS written notice upon the termination of previously trained employees within thirty (30) days.
5. Provide BCDHS written notice within thirty (30) days of employees that have been re-assigned to job classifications that do not have risks of

occupational exposure to bloodborne pathogens; thereby omitting the need for future training.

6. Maintain the electronic records provided by BCDHS for Bloodborne Pathogens training in accordance with the NJ PEOSH Standard.

XVIII. BLOODBORNE PATHOGENS ADMINISTRATIVE SERVICES (ELECTIVE)

A. The BCDHS shall provide the following bloodborne pathogens administrative services:

1. Assist in the development and review of the Bloodborne Pathogens Program.
2. Facilitate Exposure Control Plan (ECP).
 - Development
 - Update
 - Consultation
3. Assist in the determination of at-risk job classifications with bloodborne pathogens exposures.
4. Provide the resources necessary to obtain the appropriate safety equipment to reduce the risk of exposure to affected employees.
5. Provide post exposure support, guidance, and counseling.
6. Monitoring and follow-up for NJ PEOSH Compliance.
7. Conduct site visits upon request by Municipality to assure compliance with the NJ PEOSH Standard.
8. Act as a resource to the Bloodborne Pathogens Program.

B. The Municipality agrees to comply with the following:

1. Identify a Compliance Officer to serve as the designated primary bloodborne pathogens contact for the BCDHS.
2. Ensure that a copy of the Bloodborne Pathogens Exposure Control Plan (ECP) is accessible for all employees.

3. Ensure that employees that are at-risk for occupational exposure to bloodborne pathogens are identified and managed in accordance with the NJ PEOSH Bloodborne Pathogens Standard.
4. Advocate Hepatitis B vaccination series for at-risk employees and maintain medical records in accordance with the NJ PEOSH Standard.
5. Maintain records for all employees that have waived their right to receive the Hepatitis B vaccine series.
6. Maintain records of exposure as required by the NJ PEOSH Standard.
7. The Municipality is responsible for the annual review and update of the Bloodborne Pathogens Standard Exposure Control Plan in order to evaluate its effectiveness.

XIX. COMPENSATION. (Two Elements)

A. TRAINING SERVICES

The Municipality shall pay \$15.00 per each trained employee for these above-mentioned bloodborne pathogens training services.

B. ADMINISTRATIVE SERVICES

The Municipality shall pay \$10.00 per each trained employee for these above-mentioned bloodborne pathogens administrative services.

The BCDHS shall invoice the Municipality for trainings and administrative services according to the following schedule:

1. Bloodborne Pathogens training and/or administrative services rendered **January 1, 2024 to May 31, 2024, will be invoiced in June, 2024 with a payment due by July, 2024.**
2. Bloodborne Pathogens training and/or administrative services rendered **June 1, 2024 to October 31, 2024 will be invoiced in November, 2024 with payment due by December, 2024.**
3. Bloodborne Pathogens training and/or administrative services rendered **November 1, 2024 to December 31, 2024, will be invoiced in January, 2025 with a payment due by February, 2025.**
4. Bloodborne Pathogens training and/or administrative services rendered **January 1, 2025 to May 31, 2025, will be invoiced in June, 2025 with a payment due by July, 2025.**

5. Bloodborne Pathogens training and/or administrative services rendered **June 1, 2025 to October 31, 2025 will be invoiced in November, 2025 with payment due by December, 2025.**
6. Bloodborne Pathogens training and/or administrative services rendered **November 1, 2025 to December 31, 2025 will be invoiced in January, 2026 with a payment due by February 2026.**

Furthermore, this payment schedule is subject to any rules and regulations promulgated by the Department of Insurance and the Department of Community Affairs.

- XX. BCDHS REPRESENTATIVE.** BCDHS's representative is Hansel F. Asmar, Director/Health Officer. The BCDHS shall not permanently change its designated representative without written notification of the Municipality.

[Signature Page to Follow]

IN THE WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested pursuant to duly adopted resolutions of their governing bodies, passed for that purpose.

PLEASE PLACE MUNICIPALITY SEAL OVER SIGNATURE:

- | | |
|--|------------|
| ☐ We agree to contract for BBP Training Only. | \$15.00/pp |
| ☐ We agree to contract for BBP Administrative Elective Only.
[BBP 'at-risk' employees only, billed per fiscal year] | \$10.00/pp |
| ☐ We agree to contract for BBP Training <u>and</u> the BBP Administrative Elective. | \$25.00/pp |

BOROUGH OF NORWOOD

SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

COUNTY OF BERGEN
SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

Print: _____

Title: _____

Date: _____

AUTHORIZED SIGNATURE:

By: _____

James J. Tedesco, III
County Executive

Or: _____

Thomas J. Duch, Esq.
County Administrator / County Counsel

Date: _____

BOROUGH OF NORWOOD

Resolution #2024-49

**APPROVING MEMBER APPOINTMENT TO NORWOOD FIRE CO. NO. 1
ERIC BARKER**

BE IT RESOLVED that the appointment of Eric Barker of 744 Elm Avenue Apartment 4B, Teaneck, New Jersey as a Fireman for Norwood Fire Co. No. 1, is hereby approved by the Mayor and Council.

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 January 24, 2024

Borough Clerk

Norwood FIRE DEPARTMENT

Company Number 1

602 Broadway, Norwood, New Jersey 07648

Phone; (201)768-6023 Email; Norwoodfd@norwoodfd.org

NEW MEMBER APPLICATION PROCESS

Thank you for applying to be a member of the Norwood Fire Department. Please carefully review the process, required items, and expectations noted below.

Process:

1. Complete Application Packet
2. Interview with Norwood Fire Department Chief and/or Line Officer(s)
3. Interview with Norwood Fire Company Investigating Committee
4. Approval of application at Fire Company monthly meeting
5. Application forwarded by Chief for approval by Mayor and Council
6. Onboarding with Line Officers

Required Items:

- Completed application packet
- Background check
- Driving record check or abstract if applicable (firefighters over 21 years old may train to drive apparatus)
- Medical Clearance Form (attached)
- NJ State Fireman's Relief Association Application (attached)
- For Cadet/Junior Firefighter Applicants, include:
 - Most recent report card
 - (2) Letters of reference from non-family members (1 letter must be from a teacher) Signed approval from parent or guardian
 - Shall be a resident of the Borough of Norwood (or a contiguous town)

Expectations:

- **Probationary Firefighters** shall be between 18 and 55 years of age (up to age 65 will be permitted with a credit for up to 10 years of prior fire service experience in another department).
- **Junior Firefighters** shall be between 16 and 18 years of age.
- **Cadet Firefighters** shall be 15 years of age.
- Shall be a citizen of the United States, permanent legal resident, or eligible to work in the US.
- Is of good moral character and free from conviction of any crime constituting an indictable offense, or any crime or offense involving moral turpitude.
- Commit to responding to calls at all times of day and night, based on availability.
- Shall be physically fit to perform duties of a firefighter, which shall be evidenced by a certificate to that effect by a practicing physician of the State of New Jersey after physical examination for that purpose.
- Physical requirements include, but are not limited to:
 - Push, pull, and lift up to 50lbs
 - Demonstrate manual dexterity with the ability to perform all firefighting tasks.
 - Bend, stoop, crawl, kneel, squat, and walk on uneven surfaces with limited or no visibility.
 - Function in varied environmental conditions such as lighted or darkened work areas, and extreme heat, cold, moisture, and at elevated positions including on roofs and ladders
 - Wearing firefighter turnout gear including full-face SCBA respirator
- Maintain psychological stability and use good judgment to remain calm in high-stress situations.
- Not suffer from any form of sensory overload (flashing lights, loud sirens, crowds of emotional people, etc.)
- Strong interpersonal skills dealing with a variety of personalities including department and community members in both emergency and non-emergency situations.
- Successfully complete Firefighter 1 training within eighteen (18) months of Probationary Firefighter approval.

Norwood FIRE DEPARTMENT

Company Number 1

602 Broadway, Norwood, NJ 07648

Phone: (201) 768-6023 Email: Norwoodfd@norwoodfd.org

APPLICATION FOR MEMBERSHIP

(Please Print Clearly)

CHECK ONE:

- ☒ Probationary Firefighter (18-55 yrs. old (up to age 65 years old with a credit for up to 10 years of prior fire service experience)
☐ Junior Firefighter (16-18 y/o)
☐ Cadet Firefighter (15 y/o)

Name: Eric Barker

Address: 744 Elm Ave Apt 4B

City: Tenaflick State: NJ Zip: 07666

Email: ericbarker74@gmail.com

How long at present address? 3 years

Marital Status: Single

Spouse's Name: _____

Names/Ages of Children (if any): _____

If related to a current Department member, please identify: _____

Are you currently a member of another Fire Department? ☒ YES ☐ NO

Please identify: Bayona FD

Have you ever been refused membership or been dismissed by another fire department or EMS agency? YES ☒ NO ☐ If yes, identify agency, date and reason: _____

Do you have a valid driver's license? ☒ YES ☐ NO

Lic. Number: _____ State: NJ

Any accidents in the past 3 years? YES ☒ NO ☐

If yes, please explain: _____

Have you ever been convicted of any violation of law or ordinance including traffic violations? YES ☒ NO ☐ If yes, please explain: _____

Are you able to perform all of the essential functions of the position applied for? YES ☒ NO ☐ If NO, please explain: _____

Please attach a resume and/or list of emergency services certifications you hold or courses completed.

Upon submission of this application, an interview with the Department Chief and/or Line Officers will be scheduled. A second interview may be held with the Norwood Fire Company Investigating Committee. With the approval of both the Fire Department and the Fire Company, the applicants name will be passed to the Mayor and Council for formal approval for membership.

Please review below and sign.

1. I agree to comply with all assignments, orders, rules, and regulations set forth by the Department, and those set forth by the Borough of Norwood and the State of New Jersey.
2. I further agree to submit to a physical examination by a qualified medical professional.
3. I understand that if accepted, I must serve a probationary period of 12 months before becoming a full active member.
4. I understand that if accepted, I must successfully complete Firefighter 1 training within eighteen (18) months of the Mayor and Council's approval date.
5. I agree to maintain regular availability for calls at all times of day and night, including weekends.
6. I agree to keep information confidential as required and understand that failing to do so may lead to significant consequences inside and outside of the Department.

The answers to all questions within this application are, to the best of my knowledge, true. I understand that any false statement contained herein is sufficient cause for rejection or dismissal.

Applicant: Eric Barker EB Date: 1/9/24 Print: Eric Barker

Parent/Guardian : _____ Date: ____/____/____ Print: _____

DEPARTMENT USE ONLY

Application Received By: _____ Date: ____/____/____
Chiefs Approval: _____ Date: ____/____/____
Investigating Committee Chair: _____ Date: ____/____/____ Investigating
Committee Comments: _____

Presidents Approval: _____ Date: ____/____/____
Cadet/Junior Start Date: ____/____/____

Probation Start Date: _____

Department Line No. _____

Norwood FIRE DEPARTMENT
Company Number 1

602 Broadway, Norwood, NJ 07648

PHONE: (201) 768-6023 EMAIL: Norwoodfd@norwoodfd.org

MEDICAL CLEARANCE FORM

To the Primary Care Physician of (Patient Name and DOB) _____ :

Your patient would like to actively participate on the Old Tappan Fire Department as a:

CHECK ONE:

- ☐ **Probationary Firefighter (18-55 y/o)*** (up to age 65 years old with a credit for up to 10 years of prior fire service experience) **Junior**
☐ **Firefighter (16-18 y/o)**
☐ **Cadet Firefighter (15 y/o)**

In order to do so, this patient must meet certain criteria for the safety of themselves, their crew, and the public. By signing this form, you ensure that this patient is safely and competently able to perform the following:

- Shall be physically fit to perform duties of a firefighter (including the ability to complete NJ Firefighter 1 hands-on training), which shall be evidenced by a certificate to that effect by a practicing physician of the State of New Jersey after physical examination for that purpose.
- Physical requirements include, but are not limited to: ☐ Push, pull, and lift up to 50lbs ☐ Demonstrate manual dexterity with the ability to perform all firefighting tasks.
 - ☐ Bend, stoop, crawl, kneel, squat, and walk on uneven surfaces with limited or no visibility.
 - ☐ Function in varied environmental conditions such as lighted or darkened work areas, and extreme heat, cold, moisture, and at elevated positions including on roofs and ladders
 - ☐ Wearing firefighter turnout gear including full-face SCBA respirator
- Maintain psychological stability and use good judgment to remain calm in high-stress situations.
- Not suffer from any form of sensory overload (flashing lights, loud sirens, crowds of emotional people, etc.)
- Capacity to cope with emotionally intense situations.
- Read training manuals and books
- Accurately discern street signs and address numbers or other critical information

Cadet and Junior Firefighters WILL NOT be exposed to the same hazardous as regular Firefighters. Cadets and Juniors will receive training in fire-fighting techniques, including, but not limited to:

- Classroom presentations of the basics of firefighting.
- Drills during which junior firefighters and cadets will perform limited, exterior only fire-fighting functions.
- Participation at department drills under the guidance of qualified firemen.
- Response to fires and other emergencies in observer status only.
- Hands-on experience in taking-up after a fire or emergency.

By signing this form, you give medical clearance for this individual to participate in emergency response and firefighter training in the above noted capacity. Please consider the above criteria as well as your patient's most recent physical (must have been within the past year).

Please attach a copy of the most recent physical in addition to a vaccinations list including hepatitis B vaccination or declination of vaccination.

Name of Practice: _____

Location of Practice: _____

Doctors Name: _____

Doctors Signature: _____

Date: ____/____/____

BOROUGH OF NORWOOD

Resolution #2024-50

**APPROVING MEMBER APPOINTMENT TO NORWOOD FIRE CO. NO. 1
TIMOTHY VAN SADERS**

BE IT RESOLVED that the appointment of Timothy Van Saders of 163 Doretta Street, River Vale, New Jersey as a Fireman for Norwood Fire Co. No. 1, is hereby approved by the Mayor and Council.

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 January 24, 2024

Borough Clerk

Norwood FIRE DEPARTMENT

Company Number 1

602 Broadway, Norwood, New Jersey 07648

Phone; (201)768-6023 Email; Norwoodfd@norwoodfd.org

NEW MEMBER APPLICATION PROCESS

Thank you for applying to be a member of the Norwood Fire Department. Please carefully review the process, required items, and expectations noted below.

Process:

1. Complete Application Packet
2. Interview with Norwood Fire Department Chief and/or Line Officer(s)
3. Interview with Norwood Fire Company Investigating Committee
4. Approval of application at Fire Company monthly meeting
5. Application forwarded by Chief for approval by Mayor and Council
6. Onboarding with Line Officers

Required Items:

- Completed application packet
- Background check
- Driving record check or abstract if applicable (firefighters over 21 years old may train to drive apparatus)
- Medical Clearance Form (attached)
- NJ State Fireman's Relief Association Application (attached)
- For Cadet/Junior Firefighter Applicants, include:
 - Most recent report card
 - (2) Letters of reference from non-family members (1 letter must be from a teacher) Signed approval from parent or guardian
 - Shall be a resident of the Borough of Norwood (or a contiguous town)

Expectations:

- **Probationary Firefighters** shall be between 18 and 55 years of age (up to age 65 will be permitted with a credit for up to 10 years of prior fire service experience in another department).
- **Junior Firefighters** shall be between 16 and 18 years of age.
- **Cadet Firefighters** shall be 15 years of age.
- Shall be a citizen of the United States, permanent legal resident, or eligible to work in the US.
- Is of good moral character and free from conviction of any crime constituting an indictable offense, or any crime or offense involving moral turpitude.
- Commit to responding to calls at all times of day and night, based on availability.
- Shall be physically fit to perform duties of a firefighter, which shall be evidenced by a certificate to that effect by a practicing physician of the State of New Jersey after physical examination for that purpose.
- Physical requirements include, but are not limited to:
 - Push, pull, and lift up to 50lbs
 - Demonstrate manual dexterity with the ability to perform all firefighting tasks.
 - Bend, stoop, crawl, kneel, squat, and walk on uneven surfaces with limited or no visibility.
 - Function in varied environmental conditions such as lighted or darkened work areas, and extreme heat, cold, moisture, and at elevated positions including on roofs and ladders
 - Wearing firefighter turnout gear including full-face SCBA respirator
- Maintain psychological stability and use good judgment to remain calm in high-stress situations.
- Not suffer from any form of sensory overload (flashing lights, loud sirens, crowds of emotional people, etc.)
- Strong interpersonal skills dealing with a variety of personalities including department and community members in both emergency and non-emergency situations.
- Successfully complete Firefighter 1 training within eighteen (18) months of Probationary Firefighter approval.

Norwood FIRE DEPARTMENT

Company Number 1

602 Broadway, Norwood, NJ 07648

Phone: (201) 768-6023 Email: Norwoodfd@norwoodfd.org

APPLICATION FOR MEMBERSHIP

(Please Print Clearly)

CHECK ONE:

- ☒ Probationary Firefighter (18-55 yrs. old (up to age 65 years old with a credit for up to 10 years of prior fire service experience)
☐ Junior Firefighter (16-18 y/o)
☐ Cadet Firefighter (15 y/o)

Name: Timothy Van Saders

Address: 163 Doretta Street

City: River Vale State: NJ Zip: 07675

Email: vanaders97@gmail.com

How long at present address? 16 years

Marital Status: Single

Spouse's Name: —

Names/Ages of Children (if any): —

If related to a current Department member, please identify: —

Are you currently a member of another Fire Department? YES NO

Please Identify: River Vale

Have you ever been refused membership or been dismissed by another fire department or EMS agency? YES NO If yes, identify agency, date and reason:

Do you have a valid driver's license? YES NO

Lic. Number: [REDACTED] State: NJ

Any accidents in the past 3 years? YES NO

If yes, please explain: —

Have you ever been convicted of any violation of law or ordinance including traffic violations? YES NO If yes, please explain:

Are you able to perform all of the essential functions of the position applied for? YES NO

If NO, please explain:

Please attach a resume and/or list of emergency services certifications you hold or courses completed.

Upon submission of this application, an interview with the Department Chief and/or Line Officers will be scheduled. A second interview may be held with the Norwood Fire Company Investigating Committee. With the approval of both the Fire Department and the Fire Company, the applicants name will be passed to the Mayor and Council for formal approval for membership.

Please review below and sign.

1. I agree to comply with all assignments, orders, rules, and regulations set forth by the Department, and those set forth by the Borough of Norwood and the State of New Jersey.
2. I further agree to submit to a physical examination by a qualified medical professional.
3. I understand that if accepted, I must serve a probationary period of 12 months before becoming a full active member.
4. I understand that if accepted, I must successfully complete Firefighter 1 training within eighteen (18) months of the Mayor and Council's approval date.
5. I agree to maintain regular availability for calls at all times of day and night, including weekends.
6. I agree to keep information confidential as required and understand that failing to do so may lead to significant consequences inside and outside of the Department.

The answers to all questions within this application are, to the best of my knowledge, true. I understand that any false statement contained herein is sufficient cause for rejection or dismissal.

Applicant: 
01 / 02 / 2024

Date:

Print:

Timothy Van Sadlers

Parent/Guardian : _____

Print: _____

Date: ____/____/____

DEPARTMENT USE ONLY

Application Received By: _____ Date: ____/____/____

Chiefs Approval: _____ Date: ____/____/____

Investigating Committee Chair: _____ Date: ____/____/____ Investigating

Committee Comments: _____

Presidents Approval: _____ Date: ____/____/____

Cadet/Junior Start Date: ____/____/____

Probation Start Date: _____/_____/_____

Department Line No. _____

Norwood FIRE DEPARTMENT
Company Number 1

602 Broadway, Norwood, NJ 07648

PHONE:(201) 768-6023 EMAIL: Norwoodfd@norwoodfd.org

MEDICAL CLEARANCE FORM

To the Primary Care Physician of (Patient Name and DOB) _____:

Your patient would like to actively participate on the Old Tappan Fire Department as a: _____

CHECK ONE:

- ☐ Probationary Firefighter (18-55 y/o)* (up to age 65 years old with a credit for up to 10 years of prior fire service experience) **Junior**
☐ Firefighter (16-18 y/o)
☐ Cadet Firefighter (15 y/o)

In order to do so, this patient must meet certain criteria for the safety of themselves, their crew, and the public. By signing this form, you ensure that this patient is safely and competently able to perform the following:

- Shall be physically fit to perform duties of a firefighter (including the ability to complete NJ Firefighter 1 hands-on training), which shall be evidenced by a certificate to that effect by a practicing physician of the State of New Jersey after physical examination for that purpose.
- Physical requirements include, but are not limited to: ○ Push, pull, and lift up to 50lbs ○ Demonstrate manual dexterity with the ability to perform all firefighting tasks.
 - Bend, stoop, crawl, kneel, squat, and walk on uneven surfaces with limited or no visibility.
 - Function in varied environmental conditions such as lighted or darkened work areas, and extreme heat, cold, moisture, and at elevated positions including on roofs and ladders
 - Wearing firefighter turnout gear including full-face SCBA respirator
- Maintain psychological stability and use good judgment to remain calm in high-stress situations.
- Not suffer from any form of sensory overload (flashing lights, loud sirens, crowds of emotional people, etc.)
- Capacity to cope with emotionally intense situations.
- Read training manuals and books
- Accurately discern street signs and address numbers or other critical information

Cadet and Junior Firefighters WILL NOT be exposed to the same hazardous as regular Firefighters. Cadets and Juniors will receive training in fire-fighting techniques, including, but not limited to:

- Classroom presentations of the basics of firefighting.
- Drills during which junior firefighters and cadets will perform limited, exterior only fire-fighting functions.
- Participation at department drills under the guidance of qualified firemen.
- Response to fires and other emergencies in observer status only.
- Hands-on experience in taking-up after a fire or emergency.

By signing this form, you give medical clearance for this individual to participate in emergency response and firefighter training in the above noted capacity. Please consider the above criteria as well as your patient's most recent physical (must have been within the past year).

Please attach a copy of the most recent physical in addition to a vaccinations list including hepatitis B vaccination or declination of vaccination.

Name of Practice:

Location of Practice:

Doctors Name:

Doctors Signature:

Date:

____/____/____

BOROUGH OF NORWOOD

Resolution #2024:51

**APPOINTMENT OF REPRESENTATIVE TO THE COUNTY PUBLIC
SAFETY ADVISORY BOARD**

WHEREAS, the County Executive, with approval of the Board of Chosen Freeholders, has created a Public Safety Advisory Board which is comprised of Police, Fire, and EMS professionals, including representatives from each of the communities for which dispatching service is provided; and

WHEREAS, the Board is charged with the mission of assisting the Director of the Division of Communications and the Office of the County Executive in providing the very best in services to the communities served for Police, Fire and EMS dispatch; and

WHEREAS, the prior appointment, Chief Jeffrey Krapels, will be retiring in the year 2024, a vacancy in this board will be created.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Norwood affirms Lieutenant Christopher Federici's appointment as the Borough of Norwood representative and appoints Lieutenant Christopher Federici's to the Advisory Board to fill Chief Krapels unexpired two (2) year term, ending December 31, 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 & Council at their meeting held on January 24, 2024.

Borough Clerk

MINUTES
BOROUGH OF NORWOOD
MAYOR AND COUNCIL
REGULAR MEETING & WORK SESSION
December 13, 2023
7:00 PM
MAYOR BARSА

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

The Public Meeting of the Mayor and Council of the Borough of Norwood was held at Borough Hall on the above date.

Mayor Barsa called the meeting to order at 7:02 PM and led those in attendance in a salute to the American Flag and asked for a moment of silence.

Mayor Barsa stated:

“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, filing a copy in the Borough Clerk’s office, and posting on the bulletin board.”

ROLL CALL OF THE COUNCIL

Roll Call:	Mayor Barsa	Present
	Councilman Ascolese	Present
	Councilman Brizzolara	Present
	Council Condoleo	Present
	Councilman Foschino	Present
	Council President Hausmann	Present
	Councilman Kim	Present

MAYOR’S OPENING REMARKS:

The annual Christmas Tree lighting and Menorah lighting we both big successes. Once again, the fire department gave Santa a special lift into town to light the tree. The Girl Scouts served hot chocolate and donuts and the Norwood Public School chorus entertained us with holiday songs. The Menorah lighting saw the largest attendance to date. It was wonderful to see our residents come together to celebrate the start of Hanukkah.

We will be hosting our annual rabies clinic on Wednesday, January 31, from 5:30pm-7pm, in the community center. This is a wonderful opportunity to have your dogs and cats vaccinated and submit your pet license application for the new year.

I wish you all a very Happy Hanukkah, Merry Christmas, and a healthy and joyous New Year.

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:

November 8, 2023, Mayor & Council Meeting Minutes

Approval of the following Resolutions:

2023:205 Approving Appointment of Alternate Crossing Guard Maura Canas

2023:206 Cancellation of Small Balances by the Tax Collector

2023:207 Appointment of Valley Physician Services For Alcohol and Drug Testing Services

2023:208 Resolution to Appoint Fireman Dennis Delaney

2023:209 Resolution Authorizing Settlement of Tax Appeal of Richard Smith & Barbara Dill

2023:210 Resolution Authorizing Settlement of Tax Appeal of Wayne & Anita Kerness

2023: 211 Resolution Authorizing Norwood Dog Park Change Order

2023:212 Resolution to Appoint Fireman Robert Russenberger

2023:213 Grantee Authorizing Resolution for The Norwood Dog Park

2023:214 Resolution Awarding Contract to Johnson Soils Company For The 15th Street Soil Testing

2023:215 Authorizing Budget Transfers for Calendar Year 2023

2023:216 Payment of Vouchers

It was moved by Councilman Ascolese and seconded by Councilman Condoleo to approve the Consent Agenda and that the November 8, 2023, Mayor & Council Meeting minutes be approved for content and release with the exception of Resolutions 2023:211 and 2023:216. In the roll call vote, all Council Members voted in favor of the motion.

Councilman Brizzolara noticed the bills list had multiple reimbursements to employees for eyeglasses and clothing. He questioned if the employee need to provide

proof of purchase for these reimbursements or if it was a stipend that was automatically paid out at the end of the year. Mr. Padovano explained receipts must be provided for eyeglasses and clothing purchases before a reimbursement would be given. Councilman Brizzolara asked if the same procedure applied to the fire department and EMS. Mr. Padovano replied that the volunteer emergency services received a year end stipend that did not require a prior purchase. Councilman Condoleo stated that in the new year he would like to examine the clothing allowance stipend and that all emergency services should have the same procedure for the clothing allowance distribution.

Councilman Kim asked for clarification on what the change order for the dog park was for. Mr. Neglia explained that during the construction of the dog park there were issues with the swim club sidewalks and curbs that needed to be fixed.

It was moved by Councilman Brizzolara and seconded by Councilman Condoleo to approve Resolutions 2023:211 and 2023:216. In the roll call vote, all Council Members voted in favor of the motion.

Borough Engineer Report

Mr. Neglia provided an update to the Kennedy Field Playground. Bids were accepted for the playground site work, with the lowest bid coming in at \$276,330, by AA Berms LLC. The site work would include grading, drainage, fencing, sidewalks, and the under drain system. In order to award the contract, the governing body would have to accept the bid.

Another decision that will also need to be made is the floor of the playground. The two options are poured rubber or wood carpet. The poured rubber surface would cost \$168,512, and the wood carpet would cost \$31,000. The wood Carpet would keep the cost inline with the agreed upon total amount of \$600,000.00. The cost of the equipment, including installation, would be under state contract. The current price for equipment and installation is \$265,731.98. If the poured rubber is chosen the total cost of the project would be roughly \$787,137.60. The wood carpet would have a total cost of approximately \$636,414.00. Awarding the contract for the site work would not affect the surface in anyway.

There is also an opportunity to apply for more grants, including an upcoming Open Space grant. If the Borough chose to apply for the Open Space grant, they could withhold a piece of equipment from the initial order which could then act as the matching monetary amount.

Councilman Kim asked what the lifespan of each surface was. Mr. Neglia informed the governing body that poured rubber could last ten (10) years, with high traffic areas needing to be replaced before then. The wood carpet becomes displaced and would need to be raked back into place by the DPW when needed. In two (2) to three (3) years some material of the wood carpet would need to be added.

Councilman Brizzolara asked if there was a safety difference between the two surfaces. Mr. Neglia replied that there is no difference in safety, they are both ADA compliant, and he has installed both surfaces in many different areas.

Councilman Foschino noted that this project has been discussed for many years and he would like to award the site work contract to get the project started. He does not want to see any more delays. Councilman Foschino would like to vote on the site work contract and ordering of the equipment at tonight's meeting so there are no further delays.

It was moved by Councilman Brizzolara and seconded by Councilman Ascolese to approve a resolution to award the site work contract to AA Berm LLC in the amount of \$276,330.00. In the roll call vote, all Council Members voted in favor of the motion.

It was moved by Councilman Foschino and seconded by Councilman Brizzolara to approve the Borough Administrator to execute a contract with ESCNJ to purchase and install four (4) play structures in accordance with the plans proposed by the Borough Engineer for the amount of \$265,731.98. In the roll call vote, all Council Members voted in favor of the motion.

ITEMS FOR DISCUSSION

Short Term Rentals

It was moved by Councilman Ascolese and seconded by Councilman Brizzolara to approve the short term rental ordinance have a timeframe of one hundred seventy-five (175) days and be introduced at the January 2024 meeting. In the roll call vote, all Council Members voted in favor of the motion.

Request to Purchase Land in Front of 10 Lamar

Mr. Padovano informed the governing body that he received correspondence from the homeowner of 10 Lamar and that they would like to purchase the strip of Borough owned land in front of their property. Mr. Padovano was advised by the Construction Office that if that piece of land was purchased it could landlock the property next door. Councilman Ascolese asked that a survey be provided by the homeowner that shows exactly what piece of land they would like to purchase.

Mr. Corrison noted that all fees pertaining to this discussion should be paid for by the homeowner of 10 Lamar.

Street Sign Dedication Program Criteria

Mayor Barsa advised the Council that the Borough has received requests from residents to have streets dedicated to their family. Mayor Barsa would like to form a subcommittee to develop the criteria for which a street dedication would qualify. Councilman Foschino, Councilman Ascolese, and Councilman Brizzolara agreed to be the Street Sign Dedication Criteria subcommittee.

EMS Ambulance Repair

Chris Barron, Norwood EMS Chief, asked the governing body to approve repairs to the 2001 Ford ambulance. The ambulance has not been used in two (2) months due to an issue with the emergency lighting board. To repair the board would cost about \$2,000.00. To have a new board manufactured would cost about \$3,000.00.

Councilman Condoleo advised that there is money in the budget for the repair of the light board.

Councilman Foschino said he would like to speak with Northvale about a shared service agreement to use their two (2) ambulances. He also asked of the status of the ambulance that was ordered from Braun. Mr. Baron said he was told the ambulance would be ready in the spring. Councilman Foschino stated he would like the Borough Attorney to write a letter asking if the cab and chaise were on the lot. Mr. Baron didn't feel that was necessary and will contact them.

It was moved by Councilman Foschino and seconded by Councilman Brizzolara to approve the repairs to the 2001 Ford ambulance up to \$5,000.00. In the roll call vote, all Council Members voted in favor of the motion.

Hiring of Two DPW Full Time Employees

Councilman Foschino informed the Borough that Mr. Padovano received quite a few resumes for the full time laborer position. Of those resumes, there were two (2) that stood out. Both individuals have previous DPW work experience. Applicant Eric Barker has three (3) years DPW experience and Councilman Foschino suggested hiring him at step three (3) of the DPW contract, \$57,000.00. Applicant Timothy Van Sanders has two (2) years DPW experience and with Council approval he would be hired at step two (2), \$51,000.00.

Councilman Brizzolara asked Mr. Padovano to have the union representative provide a written document stating there were no issues with hiring the applicants and a higher step.

It was moved by Councilman Foschino and seconded by Councilman Brizzolara to approve the hiring of Timothy Van Sanders at step 2 of the DPW contract, provided the Norwood DPW union representative supplies written documentation there will be no objections from the union. In the roll call vote, all Council Members voted in favor of the motion.

It was moved by Councilman Foschino and seconded by Councilman Brizzolara to approve the hiring of Eric Barker at step 3 of the DPW contract, provided the Norwood DPW union representative supplies written documentation there will be no objections from the union. In the roll call vote, all Council Members voted in favor of the motion.

Part Time DPW Snow Plow Rate

Councilman Foschino asked the Council for approval to approve a flat rate of \$60.00 per hour for part time DPW employees while they are plowing snow.

Councilman Brizzolara asked if the pay increase would cause a problem with the Union. Mr. Padovano advised that part time employees are not covered under the Union.

It was moved by Councilman Ascolese and seconded by Councilman Foschino to approve a rate of \$60.00 per hour for part time DPW employees while they are plowing snow. In the roll call vote, all Council Members voted in favor of the motion.

2024 Meeting Dates

Mayor Barsa advised the Council of the 2024 meeting dates. Councilman Kim suggested going to one (1) meeting per month for the entirety of the year. Mayor Barsa said that does not work. At times, especially in the beginning of the year and while discussing the budget, multiple meetings are needed.

Borough Administrator/Clerk Report

Mr. Padovano had no report. He wished all a happy holiday season.

Borough Attorney Report

Mr. Corrison advised that the Milliaressi matter had been settled.

Committee Reports

Councilman Kim

Councilman Kim advised that the library is down two (2) employees and the Greenway Project will be having a meeting this week

Councilman Brizzolara

Councilman Brizzolara informed the governing body of new stores that will be opening on Livingston Street. A florist, an acupuncturist, and Mindys Munchies will all be opening soon. The Dunkin Donuts parking lot has ben paved, the sidewalks are new, and EV charging stations have been installed. Valley Bank will be moving into the previous location of Chase Bank.

Councilman Foschino

Councilman Foschino stated that leaf season is still under way with over 6,000 yards of leaves already collected. A meeting was held with Harrington Park to discuss the DPW's shared services. The fences at fields one (1) and two (2) at Kennedy Field have been replaced. The fence at Trackside will be repaired in the near future. Another turf blanket has been ordered for Trackside and this will cover the remaining field area.

The flag football was undefeated this season. The Recreation Committee has scheduled Winterfest for Saturday, January 27th, from 4pm-8pm. The cookie contest will return, and new ideas will be discussed.

Councilman Ascolese

Councilman Ascolese advised the governing body that he met with the Senior Club President who voiced concerns over the condition the room is left in after meetings. He also provided a list of other issues that will be resolved shortly. Councilman Ascolese thanked Mr. Neglia and Mr. Loverich for all the hard work they have done on the playground.

Councilman Condoleo

Councilman Condoleo told the governing body that while at the League of Municipalities he attended JIF classes that he felt were very informative. He also stated the Borough is at 75% of the budget. He thanked the department heads for their help.

PUBLIC COMMENT:

Mayor Barsa asked for a motion to open the meeting to the public. The motion was forwarded by Councilman Brizzolara and seconded by Councilman Ascolese. All council members present approved the motion.

There was no one present who wished to speak.

Mayor Barsa asked for a motion to close the meeting to the public. The motion was forwarded by Councilman Brizzolara and seconded by Councilman Ascolese. All council members present approved the motion.

ADJOURNMENT

Mayor Barsa asked for a motion to adjourn. The motion was forwarded by Councilman Brizzolara and seconded by Councilman Ascolese. All council members present approved the motion. The meeting was adjourned at 9:07 PM.

Respectfully submitted,

Jordan Padovano
Borough Clerk

BOROUGH OF NORWOOD

Resolution #2024-52

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.

_____ 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.

 X 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.

 X 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 September 27, 2023, 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 January 24, 2024.

Borough Clerk