

NOTICE
BOROUGH OF NORWOOD

Meeting of the Mayor and Council of the Borough of Norwood, to be held at the Norwood Council Chambers, 455 Broadway, Norwood NJ 07648 on Wednesday November 9, 2022, 7:00PM

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

When: Nov 9, 2022 07:00 PM Eastern Time (US and Canada)

Topic: Mayor and Council Meeting - 11/09/22

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_Ydsl3rDDS4Ku_H2FovXEZg

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

Jordan Padovano

Borough Clerk

AGENDA
BOROUGH OF NORWOOD
MAYOR AND COUNCIL
PUBLIC MEETING
NOVEMBER 9, 2022
7:00 PM
MAYOR BARSA

COUNCILMAN ASCOLESE
COUNCIL PRESIDENT FOSCHINO
COUNCILMAN KIM

COUNCILMAN BRIZZOLARA
COUNCILWOMAN HAUSMANN
COUNCILMAN SULJIC

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 Foschino _____
Councilman Kim _____

Councilman Brizzolara _____
Councilwoman Hausmann _____
Councilman Suljic _____

CORRESPONDENCE

Building Department October Fee Log
Norwood Police Department October Report
Norwood Fire Department October Report

CONSENT AGENDA

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

Approval of the following Resolutions:

2022:182 Authorizing Governor's Council on Alcoholism and Drug Abuse Fiscal Grant
Cycle

2022:183 Authorizing Refund of Tax Overpayment for Block 119, Lot 9.01

2022:184 Certifying Members of The Norwood Fire Department No. 1 & EMS Squad
Who Successfully Qualified for the L.O.S.A.P. Incentive Program

2022:185 Appointment of Valley Health Systems for Alcohol and Drug Testing
Services

2022:186 Payment of Vouchers

Councilman Ascolese _____
Council President Foschino _____
Councilman Kim _____

Councilman Brizzolara _____
Councilwoman Hausmann _____
Councilman Suljic _____

ITEMS FOR DISCUSSION

- DPW Hires
- EMS Lease Agreement
- Dog Park Change Order
- Borough Administrator/Clerk Report
- Borough Attorney Report
- Borough Engineer Report

COMMITTEE REPORTS

PUBLIC COMMENT

ADJOURNMENT

BOROUGH OF NORWOOD

Resolution #2022-182

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE FISCAL GRANT CYCLE JULY 2023-JUNE 2024

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Borough Council of the Borough of Norwood, County of Bergen, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Borough Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Bergen;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Norwood, County of Bergen, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize submission of a strategic plan for the Norwood Municipal Alliance grant for fiscal year 2024 in the amount of:

DEDR	\$ 3,836.33
Cash Match	\$ 959.08
In-Kind	\$ 2,877.25

2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolora						
Foshino						
Hausman						
Kim						
Suljic						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the resolution adopted by the Mayor and Council at their meeting held on November 9, 2022.

Borough Clerk



COUNTY OF BERGEN
DEPARTMENT OF HEALTH SERVICES
One Bergen County Plaza – 4th Floor – Hackensack, NJ 07601-7076
(201) 634-2600 • FAX (201) 336-6086
www.bergenhealth.org
healthdept@co.bergen.nj.us

James J. Tedesco III
County Executive

Hansel F. Asmar
Director/Health Officer

The Honorable James Barsa
Borough of Norwood
445 Broadway
Norwood, NJ 07648

Re: FY 2024 - Municipal Alliance Grant

Dear Mayor:

I am pleased to inform you that our Bergen County Alliance Steering Subcommittee (CASS) and the Bergen County Local Advisory Committee on Alcoholism and Drug Abuse (LACADA) voted to allocate the below funding for fiscal year 2024 which begins July 1, 2023.

In addition to the DEDR Award, Norwood Municipal Alliance has been awarded an additional Supplemental Award. This is a one-time funding incentive based on availability of funds.

Please inform your Treasurer/CFO that pending approval of your grant application once submitted and reviewed, your Municipal Alliance funding and requirement totals for 2023/2024 are as indicated:

DEDR award:	\$ 2956.76
Supplemental Funding	<u>\$ 879.57</u>
	\$ 3836.33
Cash Match requirement (25%):	\$ 959.08
In-Kind requirement (75%):	\$ 2877.25
Total Grant	\$ 7672.66

This letter of intent is contingent upon the availability of funds and is subject to the rules of the New Jersey Department of Treasury.

The submission and approval of the revised Municipal Alliance Plan will be required to access these funds. The Form 1A Strategic Plan Signature Page and Form 1B (Sample Resolution) is attached to this email to be placed on the agenda for the next Mayor and Council meeting. Please have the original signed forms back to our office no later than Friday, December 16th.

Do not hesitate to reach out to me should you need additional information or have any questions. On behalf of the Bergen County Alliance staff of the Bergen County Department of Health Services, Office of Alcohol and Drug Dependency, I would like to thank you for your efforts to prevent substance abuse in your community and look forward to working with you for another successful year!

Sincerely,

Leidy Surriel
County Alliance Coordinator

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle October 2020-June 2025
FORM 1C

STATEMENT OF ASSURANCES

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The activities proposed herein will be conducted in compliance with the provisions of P.L. 1989,c. 51, and in accordance with state and Federal statutes, as well as regulations and policies promulgated by either the state or Federal government.
2. All proposed prevention/early intervention efforts have been coordinated with existing services and systems in the community and demonstrate strong linkages with existing alcoholism, drug abuse and related agencies and services.
3. The activities proposed herein identify and address identified logic model problem sequence.
4. The Municipal Alliance Committee has been consulted in the development of this strategic plan.
5. The proposed project is designed to be one component within a larger context of planning for alcoholism and drug abuse prevention, education and intervention in the community.
6. The proposal includes provisions for the training of key alliance members. The municipal alliance shall consult with the County Alliance Steering Subcommittee to plan such training.
7. The municipality has committed the necessary financial resources and administrative support to accomplish the activities proposed herein.
8. The municipality shall use the proposed funding to increase the level of funds that would, in the absence of such a grant, be made available by the municipality for the purposes described herein. In no case will funds supplant, or will efforts funded pursuant to section 2 of P.L. 1983, C.531 be duplicated.
9. The municipality shall provide data to the Governor's Council on Alcoholism and Drug Abuse for the purpose of evaluating the effectiveness of the projects funded by this grant program.
10. If the use of funds changes from the uses proposed herein, the municipality shall request a budget revision pursuant to guidelines established by its County Alliance Steering Subcommittee.
11. The municipality shall keep such records and provide such information to the Governor's Council on Alcoholism and Drug Abuse and/or the County Alliance Steering Subcommittee as may be required for fiscal audit.
12. In the event that a final audit has not been performed prior to the closeout of the grant, GCADA retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.
13. The municipality agrees that in the event that the matching requirement is not met, the county government will only reimburse the DEDR expenses in portion to the percentage of Cash Match and In-Kind that was expended/documented.
14. The facts, figures and representations made in this strategic plan, including exhibits and attachments hereto, are true and correct to the best of my knowledge.

FORM 1D

FISCAL REQUIREMENTS

In accepting this grant it is understood that the grantee agrees to abide by the following rules and conditions:

1. The applicant agrees to develop a comprehensive plan to provide matching funds equivalent to the amount of the award.
2. The applicant agrees to submit full and complete records on the manner in which the community intends to acquire matching funds in accordance with County Steering Subcommittee regulations.
3. The applicant agrees to submit detailed and accurate accounting of the expenditures to the funding source in accordance with County Steering Subcommittee regulations.
4. The applicant agrees to submit periodic reports of the progress made in accomplishing the purpose of the grant and the method adopted to satisfy the fundraising goals as requested by the County Alliance Steering Subcommittee.
5. The applicant agrees not to use any of the funds to directly influence legislation or the outcome of an election or to undertake any activity for any purpose foreign to the purpose of this grant.
6. The applicant agrees that each Municipal Alliance is required to provide a 100% match of their Municipal Alliance award with local resources. The matching requirement must be fulfilled with a minimum of a 25% cash match and a 75% in-kind services match. The municipal government is responsible for overseeing that the matching requirement is met.
7. The applicant agrees that if an Alliance does not fully expend their DEDR funding in a grant year, the 25% cash match and 75% in-kind matching requirement will be based upon the actual level of DEDR expenditures within the grant year.
8. The applicant agrees that if the DEDR funding is fully expended but the cash match and in-kind requirement is not met, the County government will not fully reimburse the municipal DEDR expenses.
9. At the end of the fiscal year in which this grant falls, the applicant shall submit a financial statement explaining its use as well as any statistics and narrative which will indicate what this grant has accomplished in accordance with County Alliance Steering Subcommittee regulations.
10. The municipality or lead municipality will maintain information required about cash and in-kind match.

BOROUGH OF NORWOOD

Resolution #2022:183

REFUND OF TAX OVERPAYMENT

WHEREAS, the property owners at the addresses listed have requested a refund for overpayments made for taxes,

WHEREAS, the Tax Collector has determined that the property owners are entitled to said refunds,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Norwood, County of Bergen that the Tax Collector be authorized to refund the following:

<u>Block</u>	<u>Lot</u>	<u>Recipient</u>	<u>Amount</u>
119	9.01	Unity Bank Attn: Loan Servicing 64 Old Hwy 22 Clinton, NJ 08809	\$3,802.93

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolora						
Foshino						
Hausman						
Kim						
Suljic						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the resolution adopted by the Mayor and Council at their meeting held on November 9, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution # 2022-184

**RESOLUTION CERTIFYING MEMBERS OF THE NORWOOD FIRE DEPARTMENT
NO. 1 & EMS SQUAD WHO SUCCESSFULLY QUALIFIED FOR THE L.O.S.A.P.
INCENTIVE PROGRAM**

WHEREAS, pursuant to N.J.S.A. 40A:14-191, emergency organizations participating in a LOSAP Program shall annually certify to the sponsoring agency a list of all volunteer members who have qualified for credit under the LOSAP Program for the previous year; and

WHEREAS, LOSAP Administrator's have submitted a certified list based on records maintained for the Norwood Fire Company No. 1 & EMS squads. for the program year 2021; and

WHEREAS, the certified list has been posted by the department and no appeals have been filed.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Norwood, as the sponsoring agent of the LOSAP Program, approves the certified lists attached to this email.

AND, BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby authorized to issue a check to Lincoln Financial for Investment on behalf of the individuals on the approved list.

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolora						
Foshino						
Hausman						
Kim						
Suljic						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the resolution adopted by the Mayor and Council at their meeting held on November 9, 2022.

Borough Clerk



NORWOOD FIRE CO. NO. 1, INC.

602 BROADWAY

NORWOOD, NEW JERSEY 07648



Borough of Norwood
Mayor and Council
455 Broadway
Norwood, NJ 07648

January 10, 2022

Dear Mayor and Council,

I am pleased to report that the following members of the Norwood Fire Company No.1 have successfully qualified for the L. O. S. A. P. incentive program for the year .2021

Michael Aanonsen
Matt Bocchino
Brian Bourke
Michael Congiusti
Michael Goodman
William Goodman
James Heffernan
Richard J. Hess
Mark Ippolito

Ryan Leggett
Dan Oche
Michael Pepe
Daniel Plescia
William S. Roberts
Bernard Tuite Jr.
Nick Varni
Matt Wood

If you have any questions please call me at 201-370-1263.

Robert J. Abbott
L.O.S.A.P. Coordinator

Dominick Congiusti
President

Michael Congiusti
Chief

From: Christopher Barron
To: Jordan Padovano; Chris Battaglia; Richard Buginsky
Subject: Fwd: EMS LOSAP Qualifiers
Date: Thursday, November 3, 2022 2:29:34 PM
Attachments: [image001.png](#)
[image001.png](#)
[image001.png](#)
[image001.png](#)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Christopher J. Barron
Chief (331)
Norwood EMS

(201) 240-4027
(845) 323-2962 (Personal)

Begin forwarded message:

From: Christopher Barron <chris@nems332.com>
Date: October 26, 2022 at 10:13:09 EDT
To: Jordan Padovano <jpadovano@norwoodboro.org>
Cc: Richard Buginsky <rbuginsky@norwoodboro.org>, Chris Battaglia <ChrisB@ttaglia.com>
Subject: Re: EMS LOSAP Qualifiers

Good morning:

Please see the below document for our 2021 LOSAP. These numbers have been certified by our LOSAP Coordinator, Daniel Polifroni.

The following members made LOSAP requirements for 2021:

- Christopher Barron
- Stephen Cooke
- Abbey Fallon
- Kenneth Gordon
- John Nicolai

On Fri, Oct 21, 2022 at 9:09 AM Jordan Padovano <jpadovano@norwoodboro.org> wrote:

BOROUGH OF NORWOOD

RESOLUTION # 2022-185

**APPOINTMENT OF VALLEY PHYSICIAN SERVICES FOR
ALCOHOL AND DRUG TESTING SERVICES**

WHEREAS, there exists a need for Alcohol and Drug Testing Services, and funds are available and have been certified by the Finance Officer, said certification being attached to this resolution; and

WHEREAS, the Local Public Contracts Law (N.J.S.A.40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids must be publicly advertised.

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

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Valley Health System Inc.
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A:11-5(1) (a) of the Local Public Contracts Law.
3. This resolution shall be printed once in the Record.

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: 11/09/2022

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

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Mayor and Council at their meeting held on November 9, 2022.

Borough Clerk

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between **Valley Health System, Inc.** ("PROVIDER"), a New Jersey non-profit corporation having its principal place of business at **223 North Van Dien Avenue, Ridgewood, New Jersey 07450** and **Norwood, Borough of** ("PUBLIC ENTITY"), a PUBLIC ENTITY having its address at **455 Broadway, Norwood, New Jersey 07648** on this date of **January 1, 2023**, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to public entities and companies to support workplace alcohol and drug testing programs and policies;

The PUBLIC ENTITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

I. PROVIDER RESPONSIBILITIES

A. PROVIDER will offer the following services to PUBLIC ENTITY upon request:

1. Alcohol tests, performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.
2. Drug tests, performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.
3. DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

- B. PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the PUBLIC ENTITY in accordance with the Fee Schedule, appended as Exhibit A to this Agreement. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.
- C. PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the PUBLIC ENTITY.
 - 1. FIVE YEARS: Alcohol tests > 0.02, positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable; medical explanations of inability to provide specimens; calibration documentation for EBTs; and substance abuse professional evaluations & related information.
 - 2. TWO YEARS: Supervisory training BAT and drug screen collector training/certification; logbooks for drug and alcohol testing, if used; random selection records; agreement for testing (e.g., collection, laboratory, MRO, consortium).
 - 3. ONE YEAR: Negative (<0.02) or canceled drug test results alcohol test results.
- D. Except as noted elsewhere in this Agreement, PROVIDER may release individual test results to PUBLIC ENTITY or its agents, to the Federal Transit Administration or Federal or New Jersey Department of Transportation or their agents, to or any State or local officials with regulatory authority over the testing program, to any third party for whom the tested individual provides written authorization, or to any third party to whom PROVIDER is required to make such release pursuant to a court order or valid subpoena.
- E. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request
- F. PROVIDER will make available to PUBLIC ENTITY, at location(s) of PUBLIC ENTITY's choosing, and at reasonable expense to PUBLIC ENTITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for PUBLIC ENTITY, except records containing confidential medical information, within two business days of notification by PUBLIC ENTITY of such request.
- G. Reporting of results to PUBLIC ENTITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier

(Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

II. PUBLIC ENTITY RESPONSIBILITIES

- A. PUBLIC ENTITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of PUBLIC ENTITY.
- B. PUBLIC ENTITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.
- C. PUBLIC ENTITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.
- D. PUBLIC ENTITY will notify PROVIDER of any responsibilities with regard to the PUBLIC ENTITY's Employee Assistance Program as it relates to alcohol and drug testing.
- E. PUBLIC ENTITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to PUBLIC ENTITY officials with a business need for the information only.
- F. PUBLIC ENTITY authorizes PROVIDER to request specific information or upon prior consultation with and approval by MUNICIPALITY to order additional tests as necessary or appropriate related to tests performed for PUBLIC ENTITY; PUBLIC ENTITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.
- G. PUBLIC ENTITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by PUBLIC ENTITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.
- H. PUBLIC ENTITY acknowledges that alcohol testing results of a breath-alcohol content over 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

III. ASSIGNED RESPONSIBILITIES

PUBLIC ENTITY and PROVIDER agree that PROVIDER shall bear responsibility for the following procedures and services: (1) Selection/provision of alcohol testing services; (2) Selection/provision of drug testing collections; (3) Selection/provision of drug testing laboratory services; (4) Random selection for drug and/or alcohol testing; and (5) Mandatory reporting to

FMCSA Clearinghouse. PROVIDER agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

IV. FEEES AND PAYMENT

- A. Fees. Fees for services provided by PROVIDER to PUBLIC ENTITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.
- B. Fee Changes. The price for services rendered under this Agreement will not change unless PROVIDER notifies PUBLIC ENTITY in writing sixty (60) days in advance of a price change. On or before the date the price change goes into effect, PUBLIC ENTITY shall inform PROVIDER, in writing, whether it agrees to the price change. If PUBLIC ENTITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then-current price for the duration of the Agreement, or either party may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.
- C. Significant Changes in Services Provided. If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, PROVIDER shall provide written notice of such change to PUBLIC ENTITY. Upon service of such notice, both parties agree to work in good faith to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement. In the event that the parties do not come to an agreement within forty five (45) days of service of the notice, either party may terminate this Agreement, by providing the other party with at least fourteen (14) days' notice.
- D. Payment. PROVIDER will invoice PUBLIC ENTITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the PUBLIC ENTITY's receipt of the invoice. Overdue payments are subject to interest accruing at a rate of 1.5% per month. In the case of failure of PUBLIC ENTITY to make timely payment, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

V. TERM

The term of this Agreement shall be for a period of one (1) year commencing on **January 1, 2023, and terminating on December 31, 2023**, with the understanding that this Agreement will renew itself for an additional term of one (1) year, through 2024, unless terminated prior to that date in writing by either party herein. Either party may terminate this Agreement at any time, with or without cause by providing the other party with at least thirty (30) days' written notice.

VI. INSURANCE

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof.
- B. **PUBLIC ENTITY INSURANCE:** PUBLIC ENTITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, in the amount of at least \$1 million per occurrence/\$3 million in the aggregate on an occurrence basis, insuring the PUBLIC ENTITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the PUBLIC ENTITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. PUBLIC ENTITY shall provide evidence of such coverage to PROVIDER.

VII. CONFLICTS OF INTEREST.

PROVIDER, in performing work for and on behalf of the PUBLIC ENTITY, must conduct business according to the highest ethical standards. The PUBLIC ENTITY recognizes the right of individuals to engage in outside activities that are private in nature and unrelated to governmental business. However, business dealings can create or appear to create a conflict between the individual and the PUBLIC ENTITY's interests.

Prior to becoming a vendor for the PUBLIC ENTITY, all vendors are required to disclose possible conflicts so that the PUBLIC ENTITY may assess and prevent potential conflicts. Therefore, the PROVIDER must disclose any possible conflicts of interest prior to signing this Agreement. The PROVIDER after being engaged by the PUBLIC ENTITY shall not engage in matters that create a conflict of interest for the PUBLIC ENTITY. If a potential conflict arises, the PROVIDER must promptly notify the PUBLIC ENTITY of the possible conflict of interest. The PROVIDER shall not take any action that will be adverse to the PUBLIC ENTITY.

VIII. GENERAL TERMS.

- A. **Compliance with Laws.** In the performance of the duties under this Agreement, each party shall comply with any and all applicable local, state and federal laws, statutes, rules and regulations. The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit

Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations. Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C. 2000, et seq. and of the New Jersey Law Against Discrimination. PUBLIC ENTITY and PROVIDER agree to abide by the terms of the Equal Employment Opportunity and Affirmative Action Exhibit, appended hereto as Exhibit B.

- B. **Confidentiality.** In the performance of this Agreement, each party is likely to have contact with information of substantial value to the other, including, without limitation, information relating to scientific techniques, designs, drawings, processes, inventions, developments, equipment, prototypes, sales and customer information; and business and financial information, relating to the business, products, practices or techniques (all of the foregoing hereinafter referred to as "Confidential Information"). Each party agrees, at all times, to regard and preserve as confidential such Confidential Information, and to refrain from publishing or disclosing any part of such Confidential Information or from using it, except as expressly provided in this Agreement.

Information received from either party to this Agreement shall not be deemed Confidential Information, and the receiving party shall have no obligation with respect to such information if: (1) such information, as of the effective date of this Agreement, is part of the public domain or becomes part of the public domain through no fault of the receiving party; (2) such information was in possession of the receiving party on the effective date this Agreement, as evidenced by prior written records kept in the ordinary course of the receiving party's business, and the information had not been wrongfully acquired, directly or indirectly, from the other party; (3) such information is subsequently disclosed to the receiving party by a third party not in violation of any right of, or obligation to, the other party to this Agreement; or (4) such information is developed independently and without reference to the Confidential Information.

In the event that either party receives a request to produce Confidential Information pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, state or local legislative or other subpoena, or believes that such party is otherwise required by law to disclose Confidential Information, then the party from whom disclosure is sought shall promptly notify the other party to this Agreement so that Discloser may seek a protective order or other appropriate remedy.

- C. **Independent Contractors.** Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.
- D. **Responsibility for Employer Policy and Program.** The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that PUBLIC ENTITY has sole responsibility for all such decisions. PROVIDER shall

not be responsible for any damages resulting from acts or omissions of the PUBLIC ENTITY under the PUBLIC ENTITY's substance abuse policy.

- E. **Severability.** If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force, and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- F. **Force Majeure.** Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.
- G. **Waiver.** The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.
- H. **Indemnification and Limitation of Liability.** Each Party ("Indemnitor") will defend, indemnify and hold harmless the other party, its affiliates, and their respective officers, directors, trustees, employees, agents, successors and permitted assigns ("Indemnitee(s)") from and against any and all claims, liabilities, costs, damages and expenses of every kind and nature (including court costs and reasonable attorneys' fees) (collectively "Claim(s)"), to the extent such Claims are attributable to the acts, omissions, or willful misconduct of, or breach of this Agreement for any reason by, Indemnitor, its affiliates and their respective employees, agents, contractors or subcontractors. This provision shall survive Termination or expiration of this Agreement.

EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, INTELLECTUAL PROPERTY CLAIMS, MATTERS COVERED BY INSURANCE, VIOLATIONS OF THE CONFIDENTIALITY PROVISIONS HEREOF, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THREE (3) TIMES THE TOTAL AMOUNT OF FEES PAID BY PUBLIC ENTITY PURSUANT TO THIS AGREEMENT.

- I. **Governing Law.** The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles. The Parties hereby consent to the filing of an action in, and personally submit to the jurisdiction of, the state courts located in Bergen County, New Jersey, or the United States District Court for the District of New Jersey, and further agree

that such courts shall be exclusive courts of jurisdiction and venue for any litigation arising out of or in connection with this Agreement.

- J. **Entire Agreement.** This Agreement represents the entire Agreement between PROVIDER and PUBLIC ENTITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and PUBLIC ENTITY.
- K. **Health Insurance Portability And Accountability Act (HIPAA).** Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules, or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as it may be amended from time to time ("HIPAA"). Furthermore, the Parties agree that should any future interpretation or modification of HIPAA or regulations, rules or orders promulgated thereunder require the modification or amendment of this Agreement, the parties shall in good faith negotiate same.
- L. **Disbarment.** Each Party represents and warrants to the other Party: that neither the Party, nor its trustees, shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deterred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.
- M. **Notices.** Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the parties at the addresses specified below, or to such other address as the parties may from time to time designate in writing, and shall be deemed given when sent, and shall be effective upon receipt or three days of mailing, whichever occurs first. Notice by electronic mail is not accepted.

If to PROVIDER:

Jose Balderrama
VP, Human Resources
15 Essex Road, Suite 206
Paramus, New Jersey 07652
jbalder@valleyhealth.com

With a copy to:

Robin Goldfischer
Senior Vice President & General Counsel
Valley Health System
223 North Van Dien Avenue
Ridgewood, New Jersey 07450
rgoldfi@valleyhealth.com

If to PUBLIC ENTITY:

- N. **Amendment.** This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Parties.
- O. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.
- P. **Construction.** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement.
- Q. **Further Assurances.** Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

- R. **Survival.** Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement shall survive the termination or expiration of the Agreement, including but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable.
- S. **Third Party Beneficiaries.** The parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.
- T. **Counterparts.** This Agreement may be executed in any number of counterparts, and by facsimile or electronic transmission, each of which, when executed, shall be deemed to be an original, and all of which, together, shall be deemed to be one and the same instrument, valid and binding on all parties

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

Provider: Valley Health System, Inc.

Public Entity: Norwood, Borough of

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

FEE SCHEDULE

(Pricing based on program including all driver DOT physicals)

The following services are included in the per-driver fee: (1) Random; (2) Post-Accident; (3) Reasonable Suspicion; and (4) Return to Duty.

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per driver for DOT drug test (UDS)
and DOT alcohol test (BAT)

PUBLIC ENTITY agrees to pay PROVIDER \$ 100.00 per DOT physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 40.00 per DOT follow-up physical

PUBLIC ENTITY agrees to pay PROVIDER \$ 160.00 per split sample test

PUBLIC ENTITY agrees to pay PROVIDER \$ 180.00 per post accident On- Site service

PUBLIC ENTITY agrees to pay PROVIDER \$ 68.00 per non-covered UDS

PUBLIC ENTITY agrees to pay PROVIDER \$ 55.00 per non-covered BAT

Above Fees include:

- **Required Safety Sensitive Supervisor Training.**
- **Required Blind Specimen Designation.**
- **Required Certified MRO Services.**

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Valley Physician Services, PC t/a Valley Medical Group ("Contractor") and Norwood, Borough of ("PUBLIC ENTITY") agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Appropriate evidence that the Contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);
- A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or
- An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

BOROUGH OF NORWOOD

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS FOR THE PERIOD THROUGH NOVEMBER 10, 2022 IN THE TOTAL AMOUNT OF \$1,976,071.43.

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						
Foschino						
Hausmann						
Kim						
Suljic						

CERTIFICATION

I, Jordan Padovano, Borough Clerk of the Borough of Norwood, County of Bergen, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their meeting held on November 10, 2022.

Borough Clerk

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: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt: Y
 Rcvd Batch Id Range: First to Last Received Date Range: 10/22/22 to 11/04/22 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
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Fund: Current Fund Appropriations

1-01-26-0290-230	Materials & Supplies					
GLOBA010 GLOBAL INDUSTRIAL		21-01595	GLOVES INV #119302547 6/29/22	110.55	0.00	
	Fund Total: Current Fund Appropriations			110.55		
	Year Total:			110.55		

Fund: Current Fund Appropriations

2-01-20-0100-222	Postage					
JERSE010 JERSEY MAIL SYSTEMS, LLC		22-02101	POSTBASE VISION STANDARD INK	327.95	0.00	

2-01-20-0110-240	Personnel Expenses & Training					
JOHNR005 JOHN ROONEY		22-02061	REIMBURSEMENT FOR EXPENSES	306.80	0.00	
ERMIN005 ERMIN SULJIC		22-02062	REIMBURSEMENT FOR EXPENSES	619.20	0.00	
ANNIE005 ANNIE HAUSMANN		22-02063	REIMBURSEMENT FOR EXPENSES	1,000.00	0.00	
BJKIM005 BJ KIM		22-02064	REIMBURSEMENT FOR EXPENSES	1,000.00	0.00	
ANTHO020 ANTHONY FOSCHINO		22-02065	REIMBURSEMENT FOR EXPENSES	1,000.00	0.00	
ASCOL005 ASCOLESE JOSEPH		22-02066	REIMBURSEMENT FOR EXPENSES	1,000.00	0.00	
THOM0015 THOMAS BRIZZOLARA		22-02067	REIMBURSEMENT FOR EXPENSES	1,000.00	0.00	
BARSA005 BARSA, JAMES		22-02068	REIMBURSEMENT FOR EXPENSES	2,000.00	0.00	
				<u>7,926.00</u>		

2-01-20-0110-244	Professional Dues					
NJCON005 NJ CONFERENCE OF MAYORS		22-02060	2023 MEMBERSHIP DUES	395.00	0.00	

2-01-20-0120-221	Legal Advertising					
NORT0070 NORTH JERSEY MEDIA GROUP		22-02051	ORDER #0005450579 10/16/2022	19.80	0.00	
NORT0070 NORTH JERSEY MEDIA GROUP		22-02052	ORDER #0005450589 10/16/2022	71.10	0.00	
NORT0070 NORTH JERSEY MEDIA GROUP		22-02053	ORDER #0005450583 10/16/2022	72.00	0.00	
				<u>162.90</u>		

2-01-20-0120-229	Other Contractual Items					
CRYST005 CRYSTAL SPRINGS		22-02001	INV #17750046 101122	247.72	0.00	

2-01-20-0120-230	Materials & Supplies					
WBMAS005 W.B. MASON CO., INC.		22-01977	INV #233505460 10/17/2022	427.71	0.00	

2-01-20-0130-230	Materials & Supplies					
MGLPR005 MGL PRINTING SOLUTIONS		22-02028	N057-06 CHECK STOCK (GREEN)	415.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-0140-220	Contractual Services					
GREAT010	GREAT AMERICAN FINANCIAL SERVI	22-02057	INV #32669069 10/20/2022	159.00	0.00	
GREAT010	GREAT AMERICAN FINANCIAL SERVI	22-02097	XEROX COPIER STANDARD PAYMENT	235.75	0.00	
				394.75		
2-01-20-0145-500	Miscellaneous					
VOCCO005	VOCCOLA, JOANN	22-02119	MILEAGE REIMBURSE OCT 2022	6.75	0.00	
2-01-20-0155-220	Contractual Services					
KEVIN025	KEVIN C. CORRISTON, ESQ.	22-02072	SERVICES JAN-MAY 2022	10,263.75	0.00	
2-01-21-0170-221	Legal Advertising					
NORT0070	NORTH JERSEY MEDIA GROUP	22-02074	ORDER #0005102611 01/27/2022	45.80	0.00	
2-01-21-0182-220	Legal/Eng Services					
NORT0070	NORTH JERSEY MEDIA GROUP	22-02050	ORDER #0005452371 10/18/2022	8.10	0.00	
NJADV005	NJ ADVANCE MEDIA	22-02054	AD #0010472196 10/13/2022	21.06	0.00	
NORT0070	NORTH JERSEY MEDIA GROUP	22-02055	ORDER #0005102389 01/27/2022	42.10	0.00	
NJADV005	NJ ADVANCE MEDIA	22-02127	AD #0010475770 10/19/2022	21.06	0.00	
				92.32		
2-01-23-0210-202	Gen'L Liability Ins. Jif					
MOTOR015	MOTOROLA SOLUTIONS, INC.	22-00075	APX8000 PORTABLE, FRONT DISPLA	2,500.00	0.00	
2-01-23-0220-292	Medical Insurance					
RYANM005	RYAN MCMACKIN	22-02070	2022 EYEWEAR ALLOWANCE	150.00	0.00	
2-01-23-0220-293	Medical-Inactive Empl					
VOGLE005	VOGLER, RICHARD	22-02115	2022 Q4 HEALTH BENEFITS	1,661.37	0.00	
ALANS005	ALAN SCHRADER	22-02129	2022 NOV HEALTH BENEFITS	2,753.30	0.00	
				4,414.67		
2-01-25-0240-230	Materials & Supplies					
OAKTR005	OAK TREE PRINTING	22-01853	INV #251909 9/28/2022	279.00	0.00	
2-01-25-0240-238	Other Contractual Items					
BORO0015	BOROUGH OF NORWOOD	22-02107	PO SECURITY NPS/RIII OCT 2022	3,000.00	0.00	
2-01-25-0240-240	Personel Expenses & Training					
JULIE005	JULIE WHITE	22-02071	CPST RECERTIFICATION	55.00	0.00	
2-01-25-0240-258	Other Equipment					
PESHE005	PESH-E-LECTRIC, INC.	22-01953	SERVER RM INV #108011	595.00	0.00	
AACOM005	AACOM, INC	22-02008	INV #21331 10/18/2022	368.48	0.00	
RIEDE005	RIEDEL SIGN CO., INC.	22-02009	INV #15379 10/12/2022	75.00	0.00	
VERI0020	VERIZON	22-02030	BILL DATE: OCT 15, 2022	13.29	0.00	
DERCO015	D'ERCOLE DONUTS	22-02031	RAG-A-MUFFIN PARADE INV #00126	510.00	0.00	
VERIZ050	VERIZON	22-02093	BILL DATE: OCT 22, 2022	139.00	0.00	
CHRI0015	CHRISTIAN FEDERICI	22-02120	TRAINING	42.00	0.00	
				1,742.77		
2-01-25-0256-226	Mainteance Of Equipment					
AAAEM005	AAA EMERGENCY SUPPLY CO., INC.	22-01369	IND SCI VENTIS 4 GAS METER	1,169.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-0256-229	Other Contractual Items					
VERIZ055 VERIZON WIRELESS		22-02027	MONTHLY CHARGES SEP 14 -OCT 13	228.06	0.00	
2-01-25-0256-257	Other- Donation					
ESSIN010 ESS, INC.		22-01781	G3 DUAL BANK PAGER VHF/UHF	1,667.81	0.00	
2-01-25-0260-229	Other Contractual Items					
FOLEY010 FOLEY SIGNS, INC		22-01863	INV #14306 9/22/2022	1,740.00	0.00	
2-01-25-0260-230	Materials And Supplies					
APPR0010 APPROVED SURGICAL SUPPLIES INC		22-01917	INV #55817 55858 55826 55905	427.00	0.00	
2-01-25-0265-290	Firehouse Rent					
NORW0010 NORWOOD FIRE DEPT.		22-02102	2022 NOVEMBER RENT	2,243.69	0.00	
2-01-26-0290-220	Contractual Services					
OPTIM005 OPTIMUM		22-02087	INTERNET 10/23 - 11/22	157.73	0.00	
2-01-26-0290-226	Maintenance Of Equipment					
BORO0095 BOROUGH OF OLD TAPPAN		22-01961	2015 HOT BOX	340.93	0.00	
DURIE005 DURIE LAWN MOWER & EQUIPMENT		22-01963	INV #E3953 9/20/22	339.45	0.00	
				680.38		
2-01-26-0290-230	Materials & Supplies					
PAAUT005 P & A AUTO PARTS INC		22-01989	INV #15043-205897 10/13/22	66.33	0.00	
HOME0010 HOMETOWN HARDWARE		22-02029	TRANS #F59980 10/20/2022	51.96	0.00	
				118.29		
2-01-26-0290-238	General Hardware					
HIGHW005 HIGHWAY TRAFFIC SUPPLY INC.		22-01916	STREET SIGNS INV #062982	301.08	0.00	
INTE0015 INTERSTATE BATTERY		22-02014	INV #710056578 10/12/2022	121.45	0.00	
PAAUT005 P & A AUTO PARTS INC		22-02016	INV #15043-205895 10/13/2022	52.43	0.00	
PAAUT005 P & A AUTO PARTS INC		22-02017	INV #205943 & 205944 10/13/22	625.46	0.00	
PAAUT005 P & A AUTO PARTS INC		22-02018	INV #15043-205967 10/13/2022	153.90	0.00	
				1,254.32		
2-01-26-0310-220	Contractual Services					
NMS005 NATIONAL MAINTENANCE SERVICE		22-00613	2022 GENERAL CLEANING SERVICES	1,450.00	0.00	B
WHALE005 WHALEN & IVES INC		22-01948	INV #2019788 9/27/22	90.00	0.00	
CSXTR005 CSX TRANSPORTATION, INC.		22-02058	INV #8433321 10/14/2022	324.21	0.00	
				1,864.21		
2-01-26-0310-226	Maintenance Of Equipment					
DURIE005 DURIE LAWN MOWER & EQUIPMENT		22-01734	INV #F004140 9/6/22	23.95	0.00	
ELEC0015 ELECTRICAL POWER SYSTEMS INC.		22-02044	MAINT AGRMT GENERATR PUMP ST 1	526.12	0.00	
ELEC0015 ELECTRICAL POWER SYSTEMS INC.		22-02045	MAINT AGRMT GENERATR PUMP ST 2	526.12	0.00	
ELEC0015 ELECTRICAL POWER SYSTEMS INC.		22-02046	MAINT AGRMT GENERATOR @ DPW	551.12	0.00	
ELEC0015 ELECTRICAL POWER SYSTEMS INC.		22-02047	MAINT AGRMT GENERATR BORO HALL	551.12	0.00	
				2,178.43		
2-01-26-0310-230	Materials & Supplies					
PIONE005 PIONEER ATHLETICS		22-01972	SOCCER GOAL WHEELS & NETS	1,375.17	0.00	
VICTO010 VICTORIA'S NURSERY		22-01974	BORO HALL PLANTS INV #395288	4,925.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-0310-230	Materials & Supplies		Continued			
HOME0010	HOMETOWN HARDWARE	22-02015	TRANS #F59818 10/17/2022	18.99	0.00	
PEREN005	PERENNIAL SERVICES LLC	22-02024	VEG APPLIC 7/25 INV #401733	125.00	0.00	
				<u>6,444.16</u>		
2-01-26-0310-238	General Hardware					
HIGHW005	HIGHWAY TRAFFIC SUPPLY INC.	22-01805	NORWOOD DOG PARK SIGN	700.00	0.00	
VICT0010	VICTORIA'S NURSERY	22-01975	MUMS, MAPLE TREE INV #394948	1,655.00	0.00	
HIGHW005	HIGHWAY TRAFFIC SUPPLY INC.	22-01988	INV #063015 DOG PARK SIGN	135.02	0.00	
				<u>2,490.02</u>		
2-01-26-0315-220	Police					
CLOST010	CLOSTER CAR WASH	22-02003	INV #231050 8/31/2022	56.28	0.00	
CLOST010	CLOSTER CAR WASH	22-02004	INV #231045 9/30/2022	81.81	0.00	
				<u>138.09</u>		
2-01-26-0315-221	Streets & Roads					
HAWOR005	HAWORTH SERVICE CENTER INC	22-01960	INV #20297 10/05/22	677.05	0.00	
POWER015	POWER PRO POWERWASHING, INC	22-01991	INV #7260 10/6/2022	1,850.00	0.00	
				<u>2,527.05</u>		
2-01-26-0315-222	Volunteer Fire					
BORO0095	BOROUGH OF OLD TAPPAN	22-02023	CHIEF CAR #366	1,554.28	0.00	
2-01-26-0315-223	Volunteer Ambulance					
IMCLE005	I-M CLEANING, INC.	22-01857	INV #8786 8/24/2022	150.00	0.00	
ROUTE005	ROUTE 23 AUTOMALL	22-01919	INV #452648 FOW 10/01/22	63.99	0.00	
IMCLE005	I-M CLEANING, INC.	22-01920	INV #8815 9/27/2022	150.00	0.00	
				<u>363.99</u>		
2-01-28-0370-229	Other Contractual Items					
BESTR005	BEST RACING SYSTEMS	22-01959	5K RUN INV 9/25/22 INV #2248	1,273.48	0.00	
NORT0070	NORTH JERSEY MEDIA GROUP	22-02075	ORDER #0005322977 07/05/2022	9.90	0.00	
				<u>1,283.38</u>		
2-01-28-0370-269	Recreation Programs					
PREMI015	PREMIERE OUTDOOR MOVIES	22-01927	ORDER NO. 7534411 10/11/2022	829.00	0.00	
2-01-29-0390-205	Contribution					
NORW0030	NORWOOD PUBLIC LIBRARY	22-02103	NOVEMBER 2022	36,888.58	0.00	
2-01-31-0430-000	Electricity					
ROCKL015	ROCKLAND ELECTRIC COMPANY	22-02088	06750-89004 TAPPAN RD TFLT	34.47	0.00	
ROCKL010	ROCKLAND ELECTRIC COMPANY	22-02089	TAPPAN RD, SCHOOL FLASHER LITE	24.14	0.00	
				<u>58.61</u>		
2-01-31-0435-000	Street Lighting					
ROCKL005	ROCKLAND ELECTRIC COMPANY	22-02090	03900-24012 LAMB CT STE LITES	37.96	0.00	
ROCKL005	ROCKLAND ELECTRIC COMPANY	22-02091	02240-79010 HELEN CT LITE	31.94	0.00	
				<u>69.90</u>		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-31-0440-000	Telephone					
VERI0010	VERIZON WIRELESS	22-02048	INV #9918188225 SEP 14 -OCT 13	1,330.64	0.00	
VERI0205	VERIZON	22-02086	BILL DATE: OCT 24, 2022	3.81	0.00	
INTER035	INTERMEDIA.NET, INC.	22-02117	INV #2211153711 10/2 - 11/1/22	959.84	0.00	
				<u>2,294.29</u>		
2-01-31-0445-000	Water					
VEOLI060	VEOLIA WATER NEW JERSEY	22-02032	WALNUT ST 1 9/19 - 10/17/22	51.24	0.00	
VEOLI005	VEOLIA WATER NEW JERSEY	22-02033	496 BROADWAY 9/19 - 10/17/22	37.57	0.00	
VEOLI010	VEOLIA WATER NEW JERSEY	22-02034	602 BROADWAY 9/19 - 10/17/22	60.74	0.00	
VEOLI015	VEOLIA WATER NEW JERSEY	22-02035	BROADWAY 9/20 - 10/17/22	49.59	0.00	
				<u>199.14</u>		
2-01-31-0446-000	Natural Gas					
PSEGC005	PSE&G CO.	22-02098	DPW 9/10/22 - 10/10/22	578.72	0.00	
PSEGC005	PSE&G CO.	22-02099	FIRE CO 1 9/10/22 - 10/10/22	276.36	0.00	
PSEGC005	PSE&G CO.	22-02100	NORWOOD BORO 9/10/22 -10/10/22	209.24	0.00	
				<u>1,064.32</u>		
	Fund Total: Current Fund Appropriations			102,780.82		
	Year Total:			102,780.82		
G-01-41-0201-019	BERGEN COUNTY OPEN SPACE - 2019					
DTSTR005	DTS TRUCKING, LLC	22-00950	NORWOOD DOG PARK IMPROVEMENTS	61,062.50	0.00	B
G-01-41-0301-020	CLEAN COMMUNITIES - 2020					
UNITE030	UNITED ROTARY BRUSH CORPORATIO	22-01775	JOHNSTON 600 POLY TB	899.04	0.00	
BORO0095	BOROUGH OF OLD TAPPAN	22-01992	2001 JOHNSTON SWEEPER	1,042.36	0.00	
				<u>1,941.40</u>		
G-01-41-1801-020	RECYCLE TONNAGE- 2020					
INTER015	INTER CITY TIRE & AUTO CENTER	22-01499	TIRES FOR ODB LEAF VACS	875.56	0.00	
CAPAS005	CAPASSO TIRE LLC	22-01836	LT 275/70 R18 GOOD YR DURATRAC	1,563.00	0.00	
				<u>2,438.56</u>		
	Fund Total:			65,442.46		
	Year Total:			65,442.46		
Fund:	PUBLIC DEFENDER DEDICATED TRUST					
T-12-00-2930-000	CELEBRATION OF PUBLIC EVENTS					
BANK0010	BANK OF AMERICA	22-02056	NORWOOD DAY 2022	869.50	0.00	
STAPL005	STAPLES CREDIT PLAN	22-02059	MAYOR'S WELLNESS BOARD	68.93	0.00	
AMERI015	AMERICAN CANCER SOCIETY	22-02096	DONATIONS MAKING STRIDES EVENT	260.00	0.00	
				<u>1,198.43</u>		
	Fund Total: PUBLIC DEFENDER DEDICATED TRUST			1,198.43		
T-13-00-2860-000	Reserve Mun Open Space Exp					
DTSTR005	DTS TRUCKING, LLC	22-00950	NORWOOD DOG PARK IMPROVEMENTS	24,795.30	0.00	B

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-13-00-2860-000	Reserve Mun Open Space Exp		Continued			
STORR005 STORR TRACTOR COMPANY		22-01610 #08751	QAS TOOTH RAKE	<u>1,625.60</u>	0.00	
				26,420.90		
	Fund Total:			26,420.90		
T-15-00-1920-000	Reserve Animal Trust					
DEPT005 NJ ST DEPT HEALTH & SR SERVICE		22-02085	DOG LICENSES ISSUED OCT 2022	2.40	0.00	
POSTM010 POSTMASTER, BOROUGH OF PARAMUS		22-02095	2023 DOG/CAT LICENSE APPLICATI	<u>500.00</u>	0.00	
				502.40		
	Fund Total:			502.40		
	Year Total:			28,121.73		

November 4, 2022
10:15 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
2-01-2060	Local School Taxes					
NORW0025	NORWOOD BOARD OF EDUCATION	22-02105	2022 NOVEMBER TAX LEVY	955,272.67	0.00	
2-01-2070	Regional School Taxes					
NORT0015	NORTHERN VALLEY REGIONAL HS	22-02104	2022 NOVEMBER TAX LEVY	824,343.20	0.00	
	G/L Total:			1,779,615.87		
Total Charged Lines: 186		Total List Amount: 1,976,071.43		Total Void Amount: 0.00		

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund Appropriations	1-01	110.55	0.00	0.00	110.55
Current Fund Appropriations	2-01	102,780.82	0.00	1,779,615.87	1,882,396.69
	G-01	65,442.46	0.00	0.00	65,442.46
PUBLIC DEFENDER DEDICATED TRUST	T-12	1,198.43	0.00	0.00	1,198.43
	T-13	26,420.90	0.00	0.00	26,420.90
	T-15	502.40	0.00	0.00	502.40
Year Total:		28,121.73	0.00	0.00	28,121.73
Total Of All Funds:		196,455.56	0.00	1,779,615.87	1,976,071.43

CHANGE ORDER № :1

DATE:November 2, 2022

BOROUGH OF NORWOOD

NAME OF CONTRACTOR:
DTS Trucking, LLC
65 Royal Avenue
Hawthorne, NJ 07506

NAME OF PROJECT:
Norwood Dog Park

Project №: NORWMUN19.018

In accordance with the provisions of Section 109 - Measurement and Payment of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction (2019 Ed), included as part of the specification for the above referenced contract, you are hereby advised of the following changes in the contract quantities or in case of supplementary work you agree to its performance by your firm at the price stated.

LOCATION OF PROPOSED CHANGE:

Norwood Dog Park

NATURE AND REASON FOR CHANGE:

Construction of ADA accessible parking space, ramp, and walkway in front of Norwood Swin Club

BASE BID					
No.	Item	Quantity	Unit	Price	Amount
Extra					
1	Mobilization and Demobilization	1.00	LS	\$1,500.00	\$1,500.00
2	Site Clearing and Demolition	1.00	LS	\$3,000.00	\$3,000.00
4	Concrete Sidewalk, 4" Thick	46.00	SY	\$110.00	\$5,060.00
6	Detectable Warning Surface	1.00	SY	\$400.00	\$400.00
				Subtotal	\$9,960.00

TOTAL EXTRA:

\$9,960.00

BASE BID					
No.	Item	Quantity	Unit	Price	Amount
Supplemental					
S1	Fence, Chain-Link, Black Vinyl-Coated, 6' High	80	LF	\$68.00	\$5,440.00
S2	Gate, 10' Wide	1	UNIT	\$2,800.00	\$2,800.00
S3	9" x 18" Concrete Vertical Curb	35	LF	\$110.00	\$3,850.00
				Subtotal	\$12,090.00

TOTAL SUPPLEMENTAL:

\$12,090.00

BASE BID					
No.	Item	Quantity	Unit	Price	Amount
Reduction					
				Subtotal	\$0.00

TOTAL REDUCTION:

\$0.00

AMOUNT OF ORIGINAL CONTRACT:

\$122,125.00

EXTRA:

\$9,960.00

SUPPLEMENTAL:

\$12,090.00

REDUCTION:

\$0.00

ADJUSTED AMOUNT BASED ON
CHANGE ORDER №:

1

\$144,175.00

22,050.0018.06 %Increase

THIS CHANGE ORDER

draft
(Municipal Engineer)(Date)

MUNICIPAL APPROVAL:

(Committee Chairman)(Date)

(Mayor)(Date)

ACCEPTED:
(Contractor)(Date)

(Clerk)(Date)