

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 May 25, 2022, 7:00PM

Please note if the public wishes to participate during public comment, you may do so by attending the meeting in person only. 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: May 25, 2022 07:00 PM Eastern Time (US and Canada)

Topic: Mayor and Council Meeting

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_FnoCkWRtT3KWHi4PQiTagg

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/EXECUTIVE SESSION
MAY 25, 2022
7:00 PM

MAYOR BARSÀ	
COUNCILMAN ASCOLESE	COUNCILMAN BRIZZOLARA
COUNCIL PRESIDENT FOSCHINO	COUNCILWOMAN HAUSMANN
COUNCILMAN KIM	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 _____	Councilman Brizzolara _____
Council President Foschino _____	Councilwoman Hausmann _____
Councilman Kim _____	Councilman Suljic _____

PUBLIC HEARING

Bergen County Open Space Trust Fund Application – Phase 2 of the Kennedy Park Improvements

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:

May 11, 2022 Mayor & Council Meeting

May 19, 2022 Mayor & Council Special Meeting

Approval of the following Resolutions:

2022:104 Authorize Tax Collector to Prepare and Issue Estimated Tax Bills for 3rd Quarter 2022 Taxes

2022:105 Authorizing Refund of Tax Overpayment for Block 127/Lot 3 (391 Rivervale Ave)

2022:106 Authorizing Submission of the 2022 Bergen County Open Space Trust Fund Municipal Park Improvement Grant Application

2022:107 Authorizing the Borough to Enter into a Bergen County Trust Fund Project Contract with the County of Bergen for the Kennedy Field Basketball Courts & Playground Improvements Project

2022:108 Payment of Vouchers

Councilman Ascolese _____

Council President Foschino _____

Councilman Kim _____

Councilman Brizzolara _____

Councilwoman Hausmann _____

Councilman Suljic _____

ITEMS FOR DISCUSSION

2022:109 Authorizing Change Order for Knickerbocker Baseball Field Improvement Project

Neglia Engineering 2022 Municipal Capital Improvements Program

Block Party Request – 74 Kensington Avenue

Shared Service Agreement with Harrington Park – Norwood Compost Facility Affordable Housing

Norwood Public Library (Video)

Borough Administrator/Clerk Report

Borough Attorney Report

Borough Engineer Report

PUBLIC COMMENT

APPOINTMENT

Environmental Commission: Jim Elling

CLOSED SESSION

2022:110 Approval of Resolution Authorizing the Council to proceed in Closed Session – Attorney-Client Privilege Matters

RETURN TO OPEN SESSION

Approval of Resolution 2022:111 Authorizing Settlement of the 2021
Tax Appeal Regarding 403 Crocus Hill

Approval of Resolution 2022:112 Authorizing Settlement of the 2021
Tax Appeal Regarding 308 Daffodil Drive

Approval of Resolution 2022:113 Authorizing Settlement of the 2021
Tax Appeal Regarding 306 Daffodil Drive

ADJOURNMENT

BOROUGH OF NORWOOD

Resolution #2022-104

**AUTHORIZE TAX COLLECTOR TO PREPARE AND ISSUE ESTIMATED TAX BILLS FOR 3RD
QUARTER 2022 TAXES**

WHEREAS, N.J.S.A 54:4-66.3, pursuant to Section 3 of P.L 1994 c. 72 and 54:4-66.2, the governing body has determined that the Tax Collector will be unable to complete the mailing and delivery of the tax bills due to the absence of a certified tax rate; and

WHEREAS, the Tax Collector in consultation with the Chief Financial Officer has computed an estimated tax levy in accordance with N.J.S.A. 54:4-66.3, and has signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies; and

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Tax Collector requests the Council to approve the estimated tax levy; which is between the mandated estimated range proposed by the Local Government Services. Approval will enable the Borough to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary cost of interest on borrowing,

NOW, THEREFORE, BE IT RESOLVED, that the Governing Body of the Borough of Norwood, County of Bergen, State of New Jersey, hereby authorizes that:

1. The Tax Collector is hereby authorized and directed to prepare and issue estimated tax bills for the Borough for the third installment of 2022 taxes.
2. The entire estimated tax levy for 2022 is hereby set at \$31,836,186.39. The estimated tax rate for 2022 is hereby set at 2.595.
3. In accordance with law, the third installment of 2022 taxes shall not be subject to interest until the later of August 10 or the twenty-fifth day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

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

BOROUGH OF NORWOOD
CALCULATION OF PROPOSED 2022 ESTIMATED TAX RATE

ACTUAL PY TAX LEVY AND RATE			ALLOWABLE RANGE FOR ESTIMATED TAX LEVY (PERCENTAGE OF PY LEVY)		
	LEVY	TAX RATE		95.00%	105.00%
MUNICIPAL	\$ 8,702,454.00	0.719	MUNICIPAL	\$ 8,267,331.30	\$ 9,137,576.70
MUNICIPAL OPEN SPACE	\$ 120,940.00	0.010	MUNICIPAL OPEN SPACE	\$ 114,893.00	\$ 126,987.00
DISTRICT SCHOOL	\$ 11,051,009.00	0.914	DISTRICT SCHOOL	\$ 10,498,458.55	\$ 11,603,559.45
REGIONAL SCHOOL	\$ 7,957,043.00	0.658	REGIONAL SCHOOL	\$ 7,559,190.85	\$ 8,354,895.15
COUNTY	\$ 3,174,180.29	0.263	COUNTY	\$ 3,015,471.28	\$ 3,332,889.30
COUNTY OPEN SPACE	\$ 131,762.82	0.011	COUNTY OPEN SPACE	\$ 125,174.68	\$ 138,350.96
TOTALS	\$ 31,137,389.11	2.575	TOTALS	\$ 29,580,519.65	\$ 32,694,258.57

2022 ESTIMATED TAX RATE

NET VALUATION TAXABLE \$ 1,226,608,600.00

ESTIMATED AMOUNT TO BE RAISED BY TAXATION	TAX RATE	NOTES:
MUNICIPAL	\$ 8,932,540.23 0.728	ACTUAL
MUNICIPAL OPEN SPACE	\$ 122,660.00 0.010	ACTUAL
DISTRICT SCHOOL	\$ 11,272,029.18 0.919	ESTIMATED AT 2% INCREASE
REGIONAL SCHOOL	\$ 8,136,895.00 0.663	ACTUAL
COUNTY	\$ 3,237,663.90 0.264	ESTIMATED AT 2% INCREASE
COUNTY OPEN SPACE	\$ 134,398.08 0.011	ESTIMATED AT 2% INCREASE
TOTALS	\$ 31,836,186.39 2.595	

\$ INCREASE \$ 698,797.28
% INCREASE 2.24%

	LEVY AMOUNT	TAX RATE
LESSER OF ESTIMATED AND MAXIMUM ALLOWABLE BY STATUTE	\$ 31,836,186.39	2.595

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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD
Resolution #2022:105

RESOLUTION AUTHORIZING REFUND OF TAX OVERPAYMENT
BLOCK 127 LOT 3 (391 Rivervale Avenue)

WHEREAS, the property owner at the address listed has 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>
127	3	HUD NOVAD Management Consulting LLC 2401 NW 23 rd Street Oklahoma City, OK 73107	\$62.87

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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD
Resolution #2022-106

**AUTHORIZING SUBMISSION OF A 2022 BERGEN COUNTY OPEN SPACE TRUST
FUND MUNICIPAL PARK IMPROVEMENT GRANT APPLICATION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("County Trust Fund"), provides matching grants to municipal governments and to nonprofit organizations for assistance in the development or redevelopment of outdoor municipal recreation facilities; and,

WHEREAS, the Borough of Norwood desires to further the public interest by obtaining a matching grant of approximately \$420,255.00 from the County Trust Fund to fund Phase 2 Improvements at Kennedy Park consisting of dugout fencing, playground equipment, shade trees, and park benches; and,

WHEREAS, the Mayor and Council of the Borough of Norwood has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, as part of the application process, the Mayor and Council of the Borough of Norwood held the required Public Hearing to receive public comments on the proposed park improvements in the application on May 25, 2022; and,

WHEREAS, the County of Bergen shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Bergen for the above named project and ensure its completion on or about the project contract expiration date.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood:

1. That it is hereby authorized to submit the above completed project application to the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, the Mayor and Council has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That the Mayor and Council is committed to providing a dollar for dollar cash match for the project; and,

4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That the Mayor and Council agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD
Resolution #2022-107

**AUTHORIZING THE BOROUGH OF NORWOOD TO ENTER INTO A BERGEN
COUNTY TRUST FUND PROJECT CONTRACT WITH THE COUNTY OF
BERGEN FOR THE KENNEDY FIELD BASKETBALL COURTS &
PLAYGROUND IMPROVEMENTS**

BE IT RESOLVED, that the Mayor and Council of the Borough of Norwood, wish to enter into a Bergen County Trust Fund Project Contract (“Contract”) with the County of Bergen for the purpose of using a \$177,960 matching grant award from the 2018 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (“Trust Fund”) for the municipal park project entitled Kennedy Field Basketball Courts, Fencing, & Lighting Project located in Norwood, on the tax maps of the Borough of Norwood;

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize the Borough Administrator, Jordan Padovano, to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about March 6, 2021; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund’s requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in

accordance with the Trust Fund's requirements. Professional Services Costs may be reimbursed from grant award's unexpended balance, should there be a balance.

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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS
FOR THE PERIOD THROUGH MAY 25, 2022 IN THE TOTAL AMOUNT OF
\$263,262.18.

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 May 25, 2022.

Borough Clerk

May 20, 2022
10:59 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: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Received Date Range: 05/07/22 to 05/20/22 Include Non-Budgeted: Y
Dept Page Break: No Subtotal CAFR: No Subtotal Dept: No

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
Fund:	Current Fund Appropriations					
1-01-20-0120-230	Materials & Supplies					
SCHWA005 SCHWAAB INC		21-02117	INV #D017032 11-19-21	115.99	0.00	
	Fund Total: Current Fund Appropriations			115.99		
	Year Total:			115.99		
Fund:	Current Fund Appropriations					
2-01-20-0100-222	Postage					
POST0010 POSTMASTER		22-00938	USPS MARKETING MAIL	265.00	0.00	
POST0010 POSTMASTER		22-00983	USPS EDM BULK MAILING	360.00	0.00	
				625.00		
2-01-20-0100-229	Other Contractual Items					
BRUN005 BRUNO ASSOCIATES, INC.		22-00886	GRANT WRITING SERVICES	2,500.00	0.00	B
2-01-20-0100-230	Materials & Supplies					
ARIST005 ARISTA TROPHIES & AWARDS		22-00909	INV #18602 5/11 2022	128.98	0.00	
2-01-20-0100-241	Conferences & Meetings					
BARSA005 BARSA, JAMES		22-00924	REIMBURSEMENT ZOOM EXPENSE	586.33	0.00	
2-01-20-0120-221	Legal Advertising					
NORT0070 NORTH JERSEY MEDIA GROUP		22-00917	ORDER #0005237891 05/02/2022	132.10	0.00	
NORT0070 NORTH JERSEY MEDIA GROUP		22-00955	ORDER #0005247354 05/08/2022	46.60	0.00	
NORT0070 NORTH JERSEY MEDIA GROUP		22-00956	ORDER #GCI0880129 5/10/2022	33.00	0.00	
				211.70		
2-01-20-0120-229	Other Contractual Items					
CRYST005 CRYSTAL SPRINGS		22-00838	INV #17750046 042622	269.72	0.00	
2-01-20-0140-220	Contractual Services					
DARTC005 DART COMPUTER SERVICES, INC.		22-00944	INV #7125 4/30/2022	1,200.00	0.00	
DARTC005 DART COMPUTER SERVICES, INC.		22-00951	INV #7089 4/30/2022	8,800.00	0.00	
				10,000.00		
2-01-20-0155-220	Contractual Services					
KEVIN025 KEVIN C. CORRISTON, ESQ.		22-00888	INV #1470 05/04/2022	1,242.50	0.00	
ANDR0010 ARCHER & GREINER, PC		22-00916	INVOICE DATE: 05/06/2022	1,494.00	0.00	
				2,736.50		
2-01-20-0155-228	Other Professional Services					
SP005 QBE SPECIALTY INSURANCE CO		22-00952	CLAIM #QM-1498 5/16/2022	32.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-0155-228	Other Professional Services		Continued			
QBESP005	QBE SPECIALTY INSURANCE CO	22-00953	CLAIM #QM-2222 5/16/2022	28,271.43	0.00	
				28,303.43		
2-01-20-0165-220	Contractual					
NEGLI005	NEGLIA ENGINEERING INC	22-00511	GENERAL ENGINEERING 2022	1,750.00	0.00	B
2-01-23-0220-292	Medical Insurance					
SNJHE005	SNJ HEALTH BENEFITS PROGRAM	22-00833	MAY 2022 HEALTH	49,023.83	0.00	
2-01-23-0220-299	Dental					
GUARD005	GUARDIAN	22-00942	CURRENT PREMIUM 6/1/22-6/30/22	4,180.11	0.00	
2-01-25-0240-238	Other Contractual Items					
GTBMI005	GOLD TYPE BUSINESS MACHINES	22-00813	INV #035460 3/31/2022	27.16	0.00	
VISUA005	VISUAL COMPUTER SOLUTIONS, INC	22-00836	INV #18163 05/01/2022	1,663.45	0.00	
SWIFT005	SWIFTREACH NETWORKS, LLC	22-00870	INV-42921 04/30/2022	330.24	0.00	
				2,020.85		
2-01-25-0240-258	Other Equipment					
CHRI0015	CHRISTIAN FEDERICI	22-00940	POLICE ACADEMY MEAL ALLOWANCE	28.00	0.00	
2-01-25-0241-209	Interboro Radio					
INTER030	INTERBOROUGH RADIO	22-00943	25% DUE BY 6/1/2022	19,103.50	0.00	
2-01-25-0260-230	Materials And Supplies					
VERAL005	V.E. RALPH & SON, INC.	22-00715	INV #434569 03/30/2022	1,315.98	0.00	
APPR0010	APPROVED SURGICAL SUPPLIES INC	22-00716	INV #55153 55221 55274 55319	182.00	0.00	
SY6TR005	SY6 TRAINING, LLC	22-00717	INV #2022-0317	1,163.64	0.00	
				2,661.62		
2-01-25-0265-273	Fire Hydrants Charges					
SUEZW005	SUEZ WATER NEW JERSEY	22-00890	10004035412222 4/30 - 5/31/22	8,880.94	0.00	
2-01-26-0290-220	Contractual Services					
NEGLI005	NEGLIA ENGINEERING INC	22-00440	NORWOOD CPWM SERVICES 2022	1,235.00	0.00	B
ONES005	ONE SOURCE OF N.J. LLC	22-00849	INV #64511 3/22/2022	794.74	0.00	
PESHE005	PESH-E-LECTRIC, INC.	22-00850	INV #107871 5/2/2022	240.00	0.00	
ONEC0010	ONE CALL CONCEPTS INC	22-00914	INV #2045471 04/30/2022	61.49	0.00	
				2,331.23		
2-01-26-0290-230	Materials & Supplies					
HOMEO010	HOMETOWN HARDWARE	22-00867	TRANS #A3998311 05/03/2022	16.48	0.00	
BRAEN005	STONE INDUSTRIES, INC.	22-00961	INV #144397 05/7/22	401.39	0.00	
				417.87		
2-01-26-0290-240	Personnel Expenses & Training					
TOMSC005	TOM SCHOPPE	22-00883	CDL RENEWAL	53.00	0.00	
2-01-26-0300-220	Tree Pruning Services					
ARBOR005	ARBOR DAY FOUNDATION	22-00512	TREE CITY USA ROAD SIGN	129.90	0.00	

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-0305-220	Contractual Services					
INTER020	INTERSTATE WASTE SERVICES INC.	22-00945	INV #8111667 4/30/2022	51,696.50	0.00	
2-01-26-0310-220	Contractual Services					
NMS005	NATIONAL MAINTENANCE SERVICE	22-00613	2022 GENERAL CLEANING SERVICES	5,800.00	0.00	B
BUGDO005	VIKING PEST CONTROL	22-00864	INV #190222694 5/1/2022	350.00	0.00	
BUGDO005	VIKING PEST CONTROL	22-00865	INV #190216664 5/1/2022	188.87	0.00	
BUGDO005	VIKING PEST CONTROL	22-00866	INV #190216658 5/1/2022	158.23	0.00	
POWER015	POWER PRO POWERWASHING, INC	22-00879	INV #7025 4/28/2022	1,800.00	0.00	
				8,297.10		
2-01-26-0310-226	Maintenance Of Equipment					
DURIE005	DURIE LAWN MOWER & EQUIPMENT	22-00851	INV #D015254 3/7/22	267.75	0.00	
JOHNS010	JOHNSON AND SON	22-00855	INV #773670 4/5/2022	515.53	0.00	
				783.28		
2-01-26-0310-230	Materials & Supplies					
TERRE005	EXTECH BUILDING MATERIALS	22-00527	INV #9010731 3/30/2022	359.10	0.00	
HOME0010	HOMETOWN HARDWARE	22-00843	TRANS #F48340 04/28/2022	53.88	0.00	
HOME0010	HOMETOWN HARDWARE	22-00844	TRANS #A397845 04/28/2022	29.99	0.00	
HOME0010	HOMETOWN HARDWARE	22-00845	TRANS #F48235 04/26/2022	53.88	0.00	
HOME0010	HOMETOWN HARDWARE	22-00846	TRANS #A397633 04/25/2022	35.50	0.00	
HOME0010	HOMETOWN HARDWARE	22-00847	TRANS #F47870 04/21/2022	1.98	0.00	
HOME0010	HOMETOWN HARDWARE	22-00922	TRANS #F49024 05/09/2022	59.94	0.00	
HOME0010	HOMETOWN HARDWARE	22-00937	TRANS #A398937 05/12/2022	187.94	0.00	
HOMED005	HOME DEPOT CREDIT SERVICES	22-00974	INV #0071708 05/17/22	108.80	0.00	
HOMED005	HOME DEPOT CREDIT SERVICES	22-00975	INV #0014135 5/17/22	158.88	0.00	
				1,049.89		
2-01-26-0310-300	Maintenance of Public Buildings					
REIN0010	REINER OVERHEAD DOORS L.L.C.	22-00784	INV #40529 4/8/2022	380.00	0.00	
DERC0010	D'ERCOLE FARMS	22-00921	INV #06923 5/11/22	258.00	0.00	
				638.00		
2-01-26-0315-222	Volunteer Fire					
BORO0095	BOROUGH OF OLD TAPPAN	22-00811	TRUCK 367 A/C CONDENSER	629.75	0.00	
2-01-26-0315-223	Volunteer Ambulance					
IMCLE005	I-M CLEANING, INC.	22-00635	INV #8615 3/1/2022	450.00	0.00	
FIRS0060	FIRST PRIORITY GROUP	22-00636	INV #26584 3/11/2022	660.00	0.00	
FIRS0060	FIRST PRIORITY GROUP	22-00718	INV #26655 3/29/2022	280.00	0.00	
IMCLE005	I-M CLEANING, INC.	22-00719	INV #8643 3/29/2022	300.00	0.00	
REGIO005	REGIONAL COMMUNICATIONS INC	22-00720	DOC #148588 02/28/2022	435.23	0.00	
REGIO005	REGIONAL COMMUNICATIONS INC	22-00721	DOC #148603 02/28/2022	31.82	0.00	
				2,157.05		
2-01-27-0330-221	Legal Advertising					
NJADV005	NJ ADVANCE MEDIA	22-00896	AD #0010308087 04/21/2022	38.61	0.00	
NORT0070	NORTH JERSEY MEDIA GROUP	22-00897	ORDER #0005218716 04/21/2022	13.50	0.00	
				52.11		
2-01-27-0330-236	Office Supplies					
WBMAS005	W.B. MASON CO., INC.	22-00812	INV #229716311 05/11/2022	79.62	0.00	

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-27-0330-244	Professional Dues					
NJLOC005 NJ LOCAL BOARDS OF HEALTH		22-00704	2022 MEMBERSHIP RENEWAL	95.00	0.00	
2-01-28-0370-229	Other Contractual Items					
PAMEL015 PAMELA KELLY		22-00925	REIMBURSE FINGERPRINTING EXP	71.20	0.00	
CHRIS030 CHRIS DOCKENDORF		22-00926	REIMBURSE FINGERPRINTING EXP	71.20	0.00	
VICTO015 VICTORIA FARLEY		22-00927	REIMBURSE FINGERPRINTING EXP	83.20	0.00	
DEISN005 DEISNEL CARDENAS		22-00928	REIMBURSE FINGERPRINTING EXP	71.20	0.00	
JEFFR020 JEFFREY PASCALE		22-00941	REIMBURSE FINGERPRINTING EXP	71.20	0.00	
				<u>368.00</u>		
2-01-31-0430-000	Electricity					
ROCKL005 ORANGE & ROCKLAND		22-00900	INVOICE DATE 05/03/22	5,024.04	0.00	
2-01-31-0435-000	Street Lighting					
ROCKL005 ORANGE & ROCKLAND		22-00900	INVOICE DATE 05/03/22	7,351.76	0.00	
2-01-31-0440-000	Telephone					
BRADL005 BRADLEY COMMUNICATIONS		22-00885	INV #7254 4/18/2022	4,200.00	0.00	
VERIZ045 VERIZON		22-00887	BILL DATE: MAY 2, 2022	139.00	0.00	
VERIZ020 VERIZON WIRELESS		22-00894	INV #9905513510 APR 02 -MAY 01	326.28	0.00	
BROAD005 WINDSTREAM		22-00895	INV #74778867 05/04/2022	158.79	0.00	
VERIZ040 VERIZON		22-00899	BILL DATE: APR 28, 2022	39.95	0.00	
WINDS010 WINDSTREAM		22-00915	INV #74759533 05/01/2022	425.86	0.00	
VERIZ0015 VERIZON		22-00936	BILL DATE: MAY 3, 2022	326.56	0.00	
VERIZ005 VERIZON		22-00948	BILL DATE: MAY 9, 2022	192.55	0.00	
CABL0010 OPTIMUM		22-00949	INTERNET 05/08 - 06/07	173.44	0.00	
VERIZ030 VERIZON		22-00966	BILL DATE: MAY 10, 2022	70.22	0.00	
				<u>6,052.65</u>		
2-01-31-0445-000	Water					
SUEZW030 SUEZ WATER NEW JERSEY		22-00882	10004230322222 4/4 - 5/4/2022	43.40	0.00	
SUEZW020 SUEZ WATER NEW JERSEY		22-00889	10005423922222 4/1 - 5/4/22	561.23	0.00	
SUEZW040 SUEZ WATER NEW JERSEY		22-00891	10004414011111 4/21 - 5/4/22	9.26	0.00	
SUEZW005 SUEZ WATER NEW JERSEY		22-00892	10000033412222 4/1 - 5/4/22	329.48	0.00	
SUEZW025 SUEZ WATER NEW JERSEY		22-00893	10000125752927 4/1 - 5/4/22	322.66	0.00	
SUEZW005 SUEZ WATER NEW JERSEY		22-00935	10004423922222 4/1 - 5/6/22	180.53	0.00	
				<u>1,446.56</u>		
2-01-31-0446-000	Natural Gas					
PSEGC005 PSE&G CO.		22-00984	6726848900 4/12/22 - 5/11/22	168.01	0.00	
2-01-31-0460-000	Gasoline					
RACHL005 RACHLES/MICHELE'S OIL CO.		22-00869	INV #363213 04/14/22	1,370.39	0.00	
2-01-55-2820-590	Non Budget - Refund Tax Appeal					
JENNI010 JENNIFER R. JACOBUS, ESQ.		22-00939	TAX APPEAL REFUND YEAR 2021	8,582.48	0.00	
	Fund Total: Current Fund Appropriations			231,784.70		
	Year Total:			231,784.70		

May 20, 2022
10:59 AM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 5

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	General Capital					
C-04-55-1905-007	2019 ROAD IMPROVEMENTS					
NEGLI005 NEGLIA ENGINEERING INC	19-01615 2019 ROAD PROGRAM			668.50	0.00	B
C-04-55-2103-800	2021 ROAD IMPROVEMENTS					
NEGLI005 NEGLIA ENGINEERING INC	22-00219 BLANCH AVENUE CULVERT			9,396.76	0.00	B
	Fund Total: General Capital			10,065.26		
	Year Total:			10,065.26		
T-13-00-2860-000	Reserve Mun Open Space Exp					
NEGLI005 NEGLIA ENGINEERING INC	20-00568 KENNEDY FIELD WALK PATH LIGHTI			520.00	0.00	B
NEGLI005 NEGLIA ENGINEERING INC	22-00686 KNICKERBOCKER BASEBALL FIELD			1,692.50	0.00	B
KUIKE005 KUIKEN BROTHERS COMPANY INC.	22-00848 INV #EM-1395887 04/20/2022			865.60	0.00	
KUIKE005 KUIKEN BROTHERS COMPANY INC.	22-00856 INV #EM-1384431 04/05/2022			35.08	0.00	
KUIKE005 KUIKEN BROTHERS COMPANY INC.	22-00857 INV #EM-1398040 04/22/2022			151.73	0.00	
TANIS005 TANIS CONCRETE, INC.	22-00878 INV #226033 & #226274			6,367.32	0.00	
SALOM005 SALOMONE REDI MIX, LLC	22-00880 INV #85139 & #85254			5,520.00	0.00	
HARTM005 HARTMAN EXCAVATING, LLC	22-00902 INV #17028 5/3/2022			144.00	0.00	
ROBER035 ROBERT WOGISCH LANDSCAPE CONTR	22-00931 INV #22007 5/1/22			6,000.00	0.00	
				21,296.23		
	Fund Total:			21,296.23		
	Year Total:			21,296.23		
Total Charged Lines:	182	Total List Amount:	263,262.18	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	115.99	0.00	0.00	115.99
Current Fund Appropriations	2-01	231,784.70	0.00	0.00	231,784.70
General Capital	C-04	10,065.26	0.00	0.00	10,065.26
	T-13	21,296.23	0.00	0.00	21,296.23
Total of All Funds:		<u>263,262.18</u>	<u>0.00</u>	<u>0.00</u>	<u>263,262.18</u>

RESOLUTION 2022:109
APPROVING CHANGE ORDER NO. 1 – REVISION OF ORIGINAL PLANS
KNICKERBOCKER BASEBALL FIELD 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 that the Change Order for the contract listed below is hereby approved.

TITLE OF JOB: Knickerbocker Baseball Field Improvements

CONTRACTOR: Neglia Engineering Associates, 34 Park Ave, Lyndhurst, NJ 07071

ORIGINAL CONTRACT AMOUNT : \$19,840.00

CHANGE ORDER NO. 1

AMOUNT OF CHANGE THIS RESOLUTION: \$8,455.06 – 42.6% Increase

NEW CONTRACT TOTAL: \$28,295.06

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
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Chris Battaglia, CFO

Date: 05/25/2022

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 May 25, 2022.

Borough Clerk

PAYMENT VOUCHER - SIGN AT X AND RETURN FOR PAYMENT

NORWMUN19.017**Knickerbocker Baseball Field Improvement**

Resolution No.

Purchase Order No.

LS

Allowed

Proposal Amount: \$ 18,840.00

Amount Billed To Date: \$ 18,840.00

Amount Remaining: \$ -

Surveying & Engineering

Billing Date	Amount	Voucher #
12/10/2019	\$ 4,890.50	1903398
1/3/2019	\$ 1,200.00	1903705
2/28/2020	\$ 937.50	2000289
3/23/2020	\$ 3,095.00	2000687
4/6/2020	\$ 1,370.00	2000968
7/1/2020	\$ 2,100.00	2001728
7/29/2020	\$ 867.50	2002063
9/28/2020	\$ 1,237.50	2002819
11/12/2020	\$ 2,155.00	2003485
1/10/2022	\$ 987.00	2104236
Total Billed	\$ 18,840.00	

Extra Work**T&M**

Billing Date	Amount	Voucher #
4/25/2022	\$ 8,412.50	2201009

Total Billed \$ 8,412.50**Reimbursable Expenses \$ 1,000.00**

Billing Date	Amount	Voucher #
3/23/2020	\$ 14.56	2000687
Total Billed	\$ 14.56	

Billing Backup

NEGLIA ENGINEERING ASSOCIATES

Invoice 2201009 Dated 4/20/2022

Wednesday, April 20, 2022

12:55:12 PM

Project	NORWMUN19.017	Knickerbocker Baseball Field Improvement
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Task/Phase	002	Engineering
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Sub-Task	200	Engineering
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Professional Personnel

			Hours	Rate	Amount	
02344	Castro, Karen	10/22/2021	3.00	130.00	390.00	
	EXISTING CONDITIONS & PLAN REVISIONS					
02344	Castro, Karen	10/28/2021	4.00	130.00	520.00	
	spec revisions/plans					
02344	Castro, Karen	10/29/2021	6.00	130.00	780.00	
	plans revisions					
02344	Castro, Karen	11/1/2021	8.00	130.00	1,040.00	
	CAD FILES					
02344	Castro, Karen	11/3/2021	5.00	130.00	650.00	
	specs/create alternate bid/plans					
02344	Castro, Karen	11/4/2021	5.00	130.00	650.00	
	ATUOCAD PLANS					
02344	Castro, Karen	11/5/2021	8.00	130.00	1,040.00	
	FINALIZE REVISIONS					
02344	Castro, Karen	11/9/2021	8.00	130.00	1,040.00	
	revisions					
02344	Castro, Karen	11/10/2021	5.50	130.00	715.00	
	final revisions/plot/pdfs					
02328	Gormley, Michael	12/3/2021	2.50	99.00	247.50	
	Summary of Bid Opening and Bid Rejection Letter					
02253	Jacobs, Evan	10/28/2021	2.50	165.00	412.50	
	Finalized contract documents for bidding					
02253	Jacobs, Evan	10/29/2021	2.00	165.00	330.00	
	Finalized contract documents for bidding					
02253	Jacobs, Evan	12/2/2021	2.50	165.00	412.50	
	Bid opening at Borough Hall					
01015	Neglia, Michael	12/9/2021	1.00	185.00	185.00	
	checked plans and status of bidding					
	Totals		63.00		8,412.50	
	Total Labor					8,412.50
				Total this Sub-Task		\$8,412.50
				Total this Task/Phase		\$8,412.50

Task/Phase	004	Reimbursable Expenses
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Sub-Task	999	Reimbursable Expenses
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Reimbursable Expenses

Mileage & Toll Expenses

EX 0005713	12/2/2021	Jacobs, Evan / Travel for meeting	42.56	
	Total Reimbursables	1.0 times	42.56	42.56

Please Include Invoice No. & Remit Payment To:

Neglia Engineering Associates

PO Box 426

Lyndhurst, NJ 07071

Project	NORWMUN19.017	Knickerbocker Baseball Field Improvement	Invoice	2201009
Total this Sub-Task				\$42.56
Total this Task/Phase				\$42.56
Total this Project				\$8,455.06
Total this Report				\$8,455.06



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: May 10, 2022

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

CC: Jordan Padovano, Borough Administrator
Rick Buginsky, Deputy Borough Clerk

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

RE: Proposal for Surveying, Engineering Design, and Bidding Services
2022 Municipal Capital Improvements Program
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN22.010

Neglia Engineering Associates ("NEA") has received the following request to provide Surveying, Engineering Design, and Bidding 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 lump sum basis for a cost of **One Hundred and Fifty-Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$156,250.00)** representing Phase I – Surveying, Engineering Design, and Bidding Services;

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return to our office to serve as our Notice to Proceed or provide a resolution of approval which accepts the terms of 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 perform capital improvements to the following parks and roadway resurfacing and related improvements, within the Borough:

- Millbrook Circle (full length);
- Walnut Street (from Broadway to Rockland Avenue);
- 14th Street (full length);
- Hemlock Court (full length);
 - Asphalt Sidewalk along east side of Hemlock Court (from Broadway to Aspen Ct.);
- Norwood Fire Department Parking Lot reconstruction;
- Kennedy Park and Playground Improvements;
- Norwood Dog Park additional design work & permits

NEA understands that the Borough of Norwood has received a Municipal Aid Grant award from the New Jersey Department of Transportation, in the amount of \$221,000.00 towards the roadway improvements for Walnut Street.

In addition, NEA understands that the Borough of Norwood has been awarded a Bergen County Open Space Trust Fund Grant, in the amount of \$197,612.00 towards Kennedy Park improvements that includes pavers, shade trees, park benches, mulch, topsoil, trash receptacles, traffic signage, mobilization and site clearing, soil erosion and sediment control measures, pour-in-place safety surface, chain-link fencing, baseball/softball dugouts and new playground equipment with ADA accessibility.

In addition, this proposal includes additional services for the Norwood Dog Park and required additional permits for \$17,736.30, as well as additional services for dugouts and fencing at Kennedy Field.

Below is a detailed summary of the estimated construction costs, surveying, engineering, and bidding fees, and funding contributions from outside entities:

Bidding Method	Road Name	Estimated Construction Cost	Outside Funding	Net Construction Cost
Base Bid A	Walnut Street	\$295,740.00	\$221,000.00	\$74,740.00
Base Bid B	Millbrook Circle	\$359,040.00	-	\$359,040.00
	14 th Street	\$231,528.00	-	\$231,528.00
	Hemlock Court (Paving & Sidewalk)	\$674,400.00	-	\$674,400.00
Alternate A	Norwood Fire Department Parking Lot Reconstruction	\$182,484.00	-	\$182,484.00
Alternate B	Tilden Place	\$168,930.00	-	\$168,930.00
Total Preliminary Estimated Construction Cost				\$1,912,122.00
Total Surveying, Engineering, and Bidding Fees⁽¹⁾				\$127,500.00

Bidding Method	Project Name	Estimated Construction Cost	Outside Funding	Net Construction Cost
Base Bid	Kennedy Park and Playground Improvements	\$383,224.00	\$191,612.00	\$191,612.00
Total Preliminary Estimated Construction Cost				\$383,224.00
Total Surveying, Engineering, and Bidding Fees⁽¹⁾				\$28,750.00
1. This proposal does not include Construction Management services. A subsequent proposal for Construction Management services will be provided, under a separate cover, upon receipt of the Base Bid and any Alternate Bids.				

NEA has prepared this proposal to provide Professional Surveying, Site/Civil Engineering Design, and Bidding Services for the above-referenced project. The proposed improvements include full-width milling and repaving (i.e. curb-to-curb) for the above-referenced roadway sections, with localized areas of full-depth pavement reconstruction, where necessary (i.e. potholes or other pavement failures). Additionally, several ADA concrete curb ramps will require reconstruction, manhole rims, inlet grates, and valve boxes will be reset flush with finished grade, inlet grates and curb pieces will be removed and replaced with NJPDES-compliant castings and curb pieces (where required), as well as striping and other minor associated improvements.

II. SCOPE OF SERVICES AND BUDGET

Phase I – Surveying, Engineering Design, and Bidding Services

A. Surveying Services

1. We will prepare a survey and locate any accessible above-ground physical features within the scope limits including pavement, curbs, walls, walks, fences, driveways, signage, utility structures, striping, perimeter of landscaped areas, and individual trees six inches in diameter or greater, etc. This scope does not include the establishment of any boundary or right-of-way lines.
2. Any accessible aboveground utilities including, but not limited to, manholes, catch basins, inlets and/or valve locations will be shown within the scope limits described above. Underground storm and sanitary pipe sizes, material and invert data will be field-measured, where accessible. Underground utilities such as gas, water, electric, etc. will be shown as digitized from existing plans, if available, or from any painted mark-out present during the survey. This scope excludes utility designation (tone-out) and the cleaning/pumping of underground structures, if required.
3. Neglia Engineering Associates will prepare this survey in accordance with the rules and regulations of the New Jersey State Board of Professional Engineers and Land Surveyors (NJAC 13:40-5.1). Horizontal datum will be referenced to the New Jersey State Plane Coordinate System North American Datum (NAD) 1983. Elevations, where required, will be referenced to the North American Vertical Datum (NAVD) 1988.

B. Engineering Design Services

1. Perform the necessary field and office work required to establish locations in connection with the above-listed roadway sections. Said work to include the reviewing of filed maps and any other documents of record, and performing field survey in areas where the proposed improvements will be undertaken, as necessary. We anticipate utilizing tax maps for any existing boundary or right-of-way information.
2. Hold the necessary meetings and research required to coordinate with the various Municipal Departments, including, but not limited to, the Police Department and the Department of Public Works.
3. Perform final design and prepare Final Plans and Construction Specifications for the above-referenced roadway and park improvements, such that they will meet the Municipal, County, State and Federal requirements. Said plans shall be in such a form so as to be suitable for public bidding.
4. Prepare a final estimate of the construction cost.

C. Bidding Services

1. Accept, review, tabulate and make recommendations to the Governing Body regarding the acceptance of bids and awarding of contract.

This phase of the project will be billed on a Lump Sum Basis for a cost of One Hundred and Fifty-Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$156,250.00).

This proposal does not include Construction Management services. A subsequent proposal for Construction Management services will be provided, under a separate cover, upon receipt of the Base Bid and any Alternate Bids.

Phase II – Reimbursable Expenses:

- A. Reimbursable expenses will be required for this project. They include but are not limited to reproductions for public bidding, municipal and regulatory review submittals, express mailings, mileage, and courier service. This will be billed on a time and material basis.
- 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 will be provided separately by the Borough of Norwood.

III. DELIVERABLES

Deliverable associated with the design phase of the project will include a submission of all bidding documents to Norwood Borough Hall prior to public bidding for review. We will also submit copies of field notes, meeting minutes and preliminary design documents upon request.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to begin upon receipt of a signed copy of this agreement and the General Conditions. The design plans will be completed in approximately **eight (8) weeks** from the receipt of the signed copy and authorization of this proposal. Please note: due to NJDOT funding for a portion of this project, such must be submitted to the NJDOT for review and approval prior to advertising and receiving bids. The above-referenced time frame specifically excludes any review period by the NJDOT.

V. PAYMENTS AND COST OF SERVICES

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

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It 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 Engineering Associates



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

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

Attachments: 2022 Municipal Hourly Billing Rates

Accepted this _____ day of _____ 2022

By: _____

Title: _____

\\Nea-file01\WDOX\$\MUNI\NORW\NORWMUN22010\PROPOSAL\00315040.DOCX

2022 MUNICIPAL 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
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
DRONE PILOT AND VISUAL OBSERVER	\$215.00
DRONE EDITOR	\$150.00
GIS MANAGER	\$160.00
GIS SPECIALIST	\$140.00
GIS DATA PROCESSOR	\$ 99.00
LICENSED COLLECTION SYSTEM OPERATOR	\$165.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 3.00/sheet
MYLARS	\$ 25.00/sheet
COLOR PRINTS	\$ 55.00/sheet
PHOTOCOPIES (Black & White)	\$ 0.22/page
PHOTOCOPIES (Color)	\$ 0.35/page
MILEAGE	\$ 0.58/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. 7:00 PM to 5:00 AM – 1.5 times the hourly rate and a 4-hour minimum
 - b. Holidays – 2.0 times the hourly rate and a 4-hour minimum

**INTERLOCAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF HARRINGTON PARK AND THE
BOROUGH OF NORWOOD FOR SHARED USE OF COMPOSTING FACILITY**

This agreement is made between the Borough of Harrington Park, located at 85 Harriot Avenue, Harrington Park, New Jersey 07640 ("Harrington Park"); and the Borough of Norwood, located at 455 Broadway, Norwood, New Jersey 07648 ("Norwood"); and

WHEREAS, New Jersey law authorizes local municipalities to share services pursuant to N.J.S.A. 40A:65-1; and

WHEREAS, this Interlocal Services agreement between the above named Municipalities provides for the shared use of the Norwood compost facility located on Hemlock Court, Norwood, New Jersey, for dumping, composting, and/or grinding of leaves, mulch, woodchips, and other related materials;

NOW, THEREFORE, in consideration of the mutual convenience herein contained, the parties agree as follows:

1. Services Provided by the Borough of Norwood. During the term of this Agreement, the Borough of Norwood shall provide use of the Norwood Department of Public Works ("Norwood DPW") compost facility located at Hemlock Court for dumping, composting, and/or grinding of leaves, mulch, woodchips, and other related materials. Both Harrington Park and Norwood shall use the Norwood DPW facility for such purposes.
2. For the use of these services for the term of this agreement, Harrington Park shall pay the Borough of Norwood twenty-three thousand dollars (\$23,460.00). In addition, the two Boroughs shall equally split the costs of grinding of woodchips, which costs are not included in the above-mentioned \$23,460.00. The Borough of Norwood shall invoice the

Borough of Harrington Park for fifty percent (50%) of the grinding costs as billed by the grinding vendor.

3. The Borough of Harrington Park is not responsible for payment of costs associated with log splitting at the Norwood DPW facility.
4. This Agreement shall be in full force and effect from the date it is fully executed and certified by both the Borough of Harrington Park and the Borough of Norwood but shall be deemed to include the 2022 calendar year regardless as to the date same is actually executed and certified by the parties.
5. Payment of the \$23,460.00 by Harrington Park to Norwood shall be made no later than June 1, 2022.
6. Invoices for grinding shall be presented by the Norwood Borough Administrator to the Harrington Park Borough Administrator for signature and shall be paid by Harrington Park in due course.
7. This Agreement shall be binding upon parties hereto, their successors and assigns. This Agreement contains the entire Agreement between the contracting parties hereto and may not be changed without prior consent of the parties.
8. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.
9. This Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the Director.

10. This contract shall be retroactive to January 1, 2022 and in full force and effect until December 31, 2022. Unless either party to this contract cancels the obligations herein by 30 days advance written notice, the contract shall continue on the same terms and conditions upon each anniversary date, however the Borough of Harrington Park payment shall escalate by 2% each year upon renewal but the terms of this contract will in no event continue past December 31, 2026.

IN WITNESS THEREOF, the respective parties have executed this Agreement and caused the same to be signed and sealed by their proper officers and respective Seals fixed, the date and year first above written.

ATTEST:

Borough of Harrington Park

Ann H. Bistriz, Borough Clerk

Paul A. Hoelscher, Mayor

ATTEST:

Borough of Norwood

Jordan Padovano, Borough Clerk/Administrator

James Barsa, Mayor

State of New Jersey, County of Bergen :SS

I certify that on _____ 20____, Mayor Paul A. Hoelscher and Ann H. Bistriz, Harrington Park Borough Clerk personally came before me, and they acknowledged under Oath, to my satisfaction that:

- (a) They are the Mayor and Borough Clerk respectively of the Borough of Harrington Park, a Municipal Corporation on the State of New Jersey;
- (b) This document was signed and delivered by the Corporation as a voluntary act duly authorized by Resolution of the Mayor and Council;
- (c) They signed, sealed and delivered the same as the act and deed of the Borough of Harrington Park for uses and purposes therein expressed;
- (d) This person signed this proof to attest to the truth of these facts.

Subscribed and sworn to before me on _____, 20____

_____, Attorney at Law, State of New Jersey

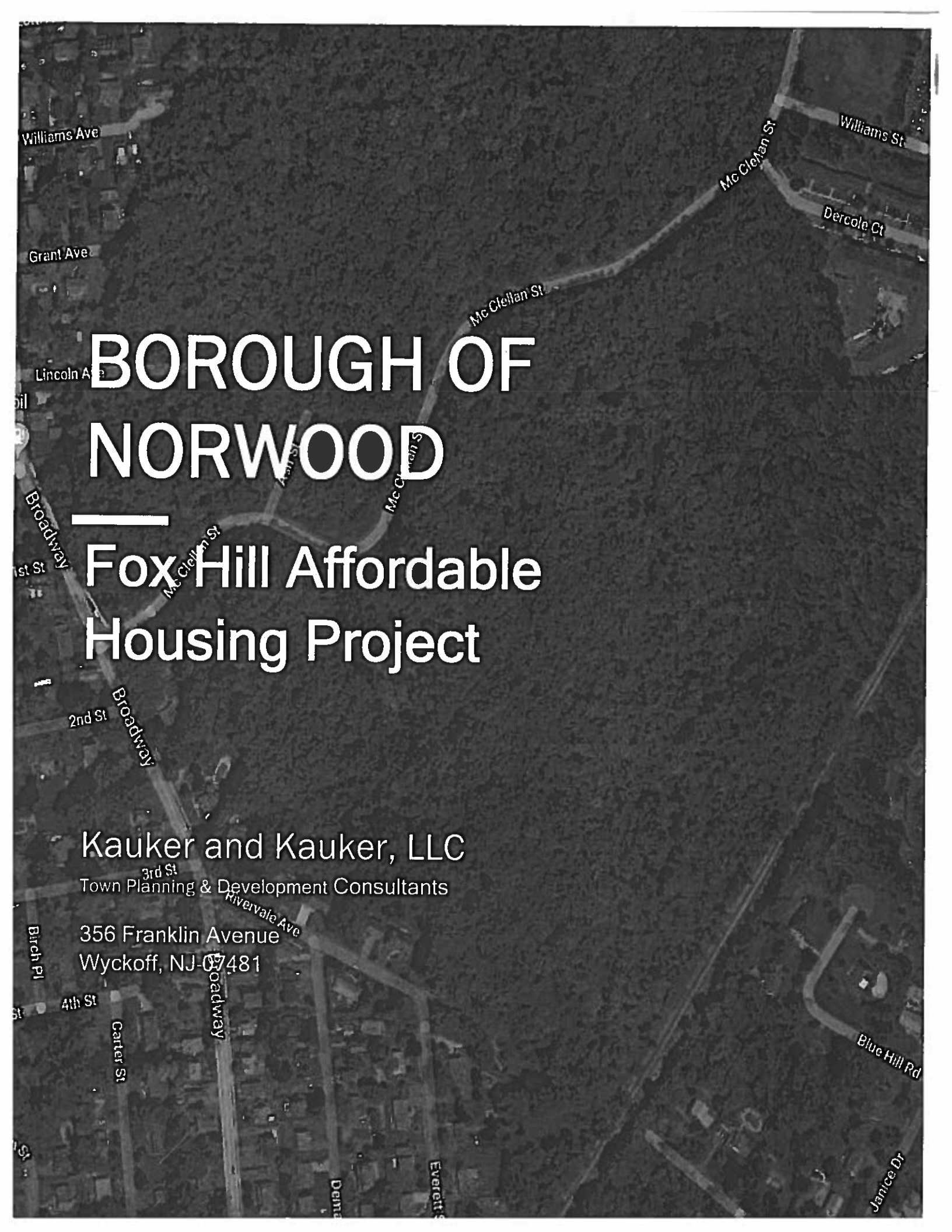
State of New Jersey, County of Bergen :SS

I certify that on _____ 20__, Mayor James Barsa and Jordan Padovano, Norwood Borough Clerk/Administrator personally came before me, and they acknowledged under Oath, to my satisfaction that:

- (a) They are the Mayor and Borough Clerk/Administrator respectively of the Borough of Norwood, a Municipal Corporation on the State of New Jersey;
- (b) This document was signed and delivered by the Corporation as a voluntary act duly authorized by Resolution of the Mayor and Council;
- (c) They signed, sealed and delivered the same as the act and deed of the Borough of Norwood for uses and purposes therein expressed;
- (d) This person signed this proof to attest to the truth of these facts.

Subscribed and sworn to before me on _____, 20__

Kevin C. Corrison, Attorney at Law, State of New Jersey



BOROUGH OF NORWOOD

Fox Hill Affordable Housing Project

Kauker and Kauker, LLC

Town Planning & Development Consultants

356 Franklin Avenue
Wyckoff, NJ 07481

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Introduction

The following report is the first major step toward compliance with the proposed Master Plan Housing Element and Fair Share Plan as agreed to between the Borough of Norwood and The Fair Share Housing Center. The Borough will partner with a qualified experienced developer of affordable housing projects to construct 24 low and moderate family and special needs housing units on a 4.8-acre site located on McClellan Avenue in the Fox Hill section of the Borough.

Project Objectives and Guiding Criteria

1. Build 24 units of low- and moderate-income housing to satisfy a portion of the Boroughs 46-unit Realistic Potential Development Potential obligation. There will be 6 special need units and 18 family units constructed on this site.
2. Partner with a qualified developer.
3. Donate 4.8 acres of Borough owned lands to accommodate the 24-unit project.
4. Building design will consist of 3 one -2 story buildings arranged in a cluster type design to afford a pleasant and functional living environment at a density of 5.2 units per acre.
5. Provide sufficient outdoor on-site parking in compliance with RSIS requirements.
6. Provide sufficient building space to accommodate an on-site building manager and club room amenities.
7. Design and provide outdoor open space amenities to include passive recreation and relaxation amenities.

Site Location and Surrounding Area Map



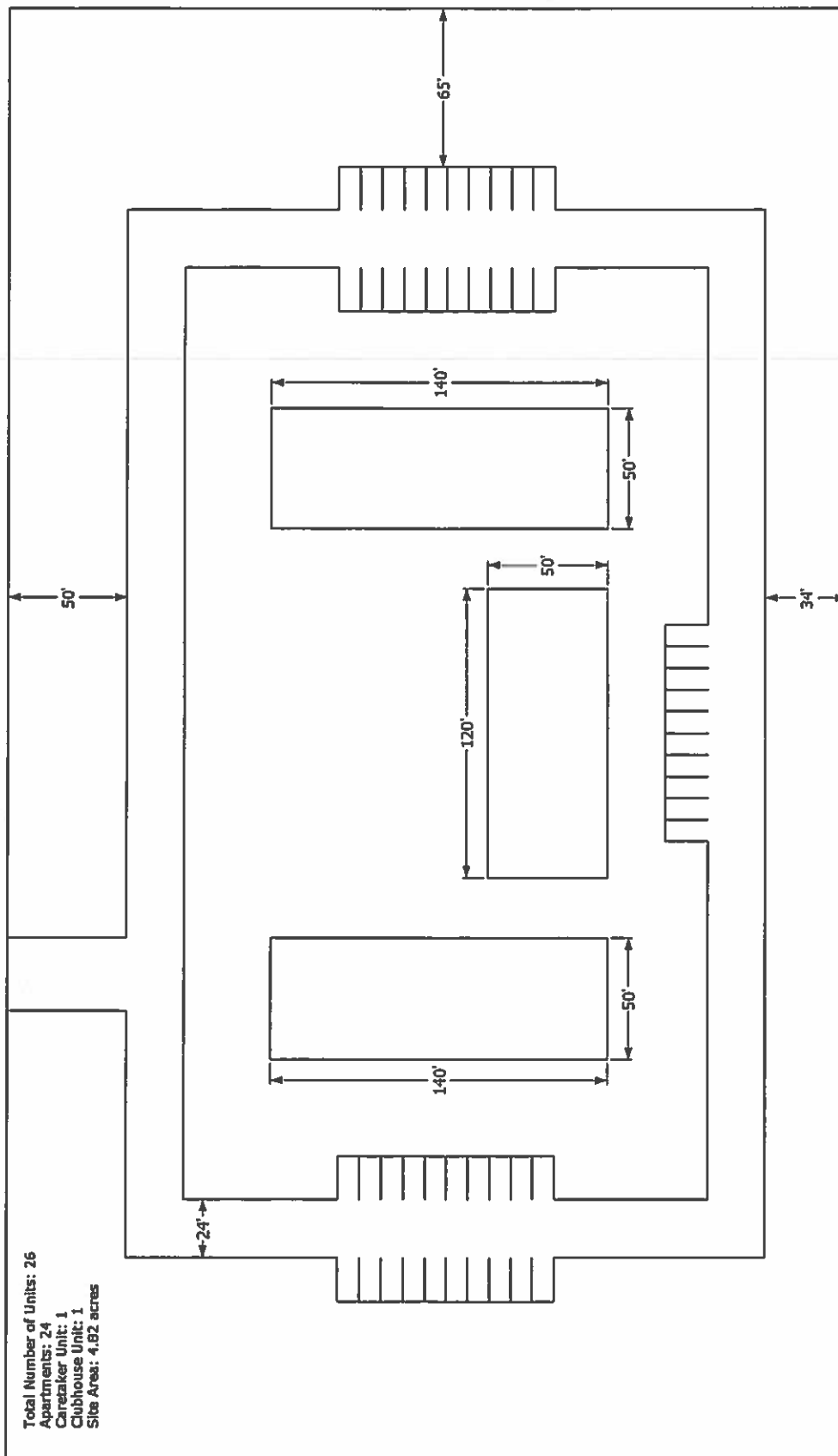
Source: Bergen County GIS

Site Location and Surrounding Area Map

Conceptual Site Plan

Borough of Norwood Fox Hill Affordable Housing Project Conceptual Site Plan

Total Number of Units: 26
 Apartments: 24
 Caretaker Unit: 1
 Clubhouse Unit: 1
 Site Area: 4.82 acres



Prepared By
Kauker & Kauker
 PLANNING AND DEVELOPMENT CONSULTANTS

Tax Map Location



**Fox Hill Affordable Housing Project
 Tax Map Location**

Table 1: Unit Size and Bedroom Distribution

Unit Type	Number of Units	1 Bedroom	2 Bedroom	3 Bedroom
Special Needs	6	4	2	0
Family	18	6	8	5
Total	24	10	9	5
Unit Size		600 sq. ft.	800 sq. ft.	1,200 sq. ft.

Affordable Housing Trust Fund Spending Plan BROUGHT OF NORWOOD, BERGEN COUNTY N.J.

OVERVIEW

[This Spending Plan reflects the latest amendments to the Fair Housing Act P.L.2008, c.46 (C. 52:27D-329.1 et al) and to the New Jersey Department of Community Affairs (the Department)'s affordable housing regulations at N.J.A.C. 5:97-8.1 et seq. The spending plan will serve as the basis for demonstrating realistic opportunity of each proposed affordable housing option that relies on affordable housing trust funds. Another key provision in this update is the requirement that all fees shall be committed for expenditure within four years from the date of collection pursuant to N.J.S.A. 52:27D-329.2d, effective July 17, 2008.]

Please note that on October 8, 2010, the Appellate Division issued its decision in the appeals of COAH's revised third round rules at N.J.A.C. 5:96 and 5:97. In its decision, the court reversed and remanded portions of COAH's third round rules, including N.J.A.C. 5:97-3.2(a)(4)(iv), which authorizes substantive certification of compliance plans that rely upon municipally-sponsored affordable housing projects without specifying location of sites or source of funding. Therefore, at this time, the Department cannot authorize proposed expenditures for this type of project. In such cases, the Department would approve only specific, qualified expenditures proposed within the spending plan.

This document is organized into five sections that address the standard information required by N.J.A.C. 5:97-8.10. A process describing the collection and distribution procedures for barrier free escrow funds pursuant to N.J.A.C. 5:97-8.5 should be detailed separately within the municipality's Affordable Housing Ordinance. It is tailored this form to fit North Haledon's circumstance(s)

Please be aware that Department staff will be utilizing the actual collections, expenditure and balances reported in the municipal affordable housing trust fund monitoring submitted to the Department via the Computer Tracking and Monitoring (CTM) system. The preparer is encouraged to collaborate with the municipal affordable housing trust fund report preparer to ensure consistency. Information about viewing municipal data in the CTM system is available on the Department's website at <http://www.nj.gov/dca/coah/externalhelp/toc.htm>.]

INTRODUCTION

The Borough of Norwood, Bergen County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations of the New Jersey Department of Community Affairs (the Department) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was approved by the Borough Council on November 5, 2008 as Ordinance #08:12.

1. REVENUES FOR CERTIFICATION PERIOD (1999-2025)

As of November 26, 2021, the Borough of Norwood had an affordable Housing Trust Fund Account balance of \$256,904.15. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in TD Bank and Hudson City Savings Bank/ for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Borough of Norwood considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, proceeds from the sale of affordable units. No other funds have been or are anticipated to be collected.

(c) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

Following is a breakdown by year for all sources of funds collected and/or anticipated during the substantive certification period.

SOURCE OF FUNDS	PROJECTED REVENUES – AFFORDABLE HOUSING TRUST FUND 2022 THROUGH 2025				
	2022	2023	2024	2025	Total
(a) Development fees:					
Approved Development					
Development Pending Approval					
Projected Development	\$14,99 0.00	\$14,99 0.00	\$14,9 90.00	\$14,9 90.00	\$59,960.00
(b) Payments in Lieu of Construction	NONE	NONE	NONE	NONE	
(c) Other Funds (Specify source(s))					
(d) Interest	TBD	TBD	TBD	TBD	
Total					

The Borough of Norwood projects a total of \$ \$59,960.00 in revenue to be collected between January 1, 2022 and December 31, 2025. All interest earned on the account shall be used only for the purposes of affordable housing.

These projections were based upon a prior 3-year average of COAH fees collected from January 1, 2018 and January 1, 2021.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Borough of Norwood.

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Norwood's development fee ordinance for both residential and non-residential developments in accordance with the Department's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(d) Distribution of development fee revenues:

The administration of the Norwood Development Fee Spending Plan will be undertaken by the Borough Administrator and the Borough Treasurer with oversight approval of the Mayor and Council.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) **Affordability Assistance for Low and Very Low-Income families (N.J.A.C. 5:97-8.8)**

The Borough of Norwood will dedicate at least 30% of all Development Fees collected for rental assistance, security deposit assistance, down payment assistance and assistance with emergency repairs.

(b.) Use of Funds for Administrative Purposes N.J.A.C.5:97-8.9

(c.). Other Eligible Affordable Housing Activities, such as Acquisition and or improvement of land to be used for affordable Housing, Green Building Strategies, Extensions or improvement of roads or infrastructure N.J.A.C. 5:97-8.7

(d.) Borough Contributions to the approved Fox Hill 24-unit 100% affordable Special Needs Housing Project on McClellan Street. Amount to be determined pursuant to negotiations with selected qualified developer.

[Municipalities are required to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30 percent of the regional median income). Utilize the table below to project the minimum affordability assistance requirements. The actual affordability assistance minimums are calculated on an ongoing basis in the CTM system based on actual revenues.]

AFFORDABILITY ASSISTANCE CALCULATION

Actual development fees through 11/26/21		\$ 256,904.00
Actual interest earned through	+	\$ TBD
Development fees projected 2022-2025	+	\$ 59,960.00
Interest projected 2012-2018	+	\$ TBD
Total Fees	-	\$ 316,864.00
	Total	
Calculate 30 percent	x .30 =	\$95,059.20
Less Affordability assistance expenditures through 12/31/2021	-	\$NA
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2022 through 12/31/2025	=	\$95,059.00
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2022 through 12/31/2025	÷ 3 =	\$25,604.37

The Borough of Norwood will dedicate \$95,059.00.00 from the affordable housing trust fund to render units more affordable, to households earning 30 percent or less of median income by region, as follows:

[List affordability assistance programs such as down-payment assistance, rental assistance, converting low-income units to very-low-income units, etc.]

(c.) Administrative Expenses (N.J.A.C. 5:97-8.9)

[Municipalities are permitted to use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.]

ADMINISTRATIVE EXPENSE CALCULATION

Actual dev fees and interest thru 10/20/21		\$ 256,904.15
Projected dev fees and interest 2022 thru 2025	+	\$ 59,960.00
Payments-in-lieu of construction and other deposits thru 10/20/21	+	\$ 0
	-	\$
Total	=	\$ 316,864.15
Calculate 20 percent	x .20 =	\$63,372.83
Less admin expenditures thru 10/20/21	-	\$ 0
PROJECTED MAXIMUM available for administrative expenses 1/1/22 thru 12/31/2025	=	\$ 63,372.83

The Borough of Norwood projects that \$63,372.83 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

4. EXPENDITURE SCHEDULE

[Insert name of municipality] intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units.

[A sample spreadsheet format is provided below.]

PROJECTS/PROGRAMS	Number of Units Projected	PROJECTED EXPENDITURE SCHEDULE 2022 -2025					Total
		2022	2023	2024	2025		
Rehabilitation	5						\$60,000
New Construction	24						\$98,432
Other Affordable Housing Activities Listed under 3., (c)							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
Total							
Affordability Assistance	\$95,059.00						\$95,059.00
Administration	\$63,372.00						\$63,372.00
Total							\$316,863.00

5. EXCESS OR SHORTFALL OF FUNDS

[In developing this spending plan, it is important to note that all fees shall be committed for expenditure within four years from the date of collection pursuant to N.J.S.A. 52:27D-329.2d, effective July 17, 2008.]

In the event of any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan the Borough of Norwood has adopted a resolution of Intent to Bond for any Shortfall of Funds dated November 13, 2019, attached as Appendix I. In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or *[insert name of municipality]* is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to *[describe type of housing activities]*.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with *[insert municipality]*'s Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

[Reference section of Affordable Housing Ordinance that explains the collection and distribution of barrier free funds here.]

SUMMARY

The Borough of Norwood intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Plan Element dated March 9, 2020.

[The Borough Norwood has a balance of \$ 256,904.95 as of November 26, 2021 and anticipates an additional \$59,960.00 in revenues through 2025 for a total of \$316,864.00. The municipality will dedicate \$95,059.00.00 towards Affordability Assistance For Low and Very Low- Income Families, Acquisition or Improvement of Land to be used for Affordable Housing ,Green Building Strategies and Extensions or Improvement of Roads or Infrastructure, \$60,000.00 for Rehabilitation, \$63,372.83 for Administrative costs and \$98,432.00 for New Construction at Fox Hill. Any shortfall of funds will be offset by Municipal Funding. The municipality will dedicate any excess funds or remaining balance toward future Affordable Housing Needs.

SPENDING PLAN SUMMARY	
Balance as of November 26, 2021	\$ 256,904.15
PROJECTED REVENUE 2022-2025	
Development fees	+ \$59 960.00
Payments in lieu of construction	+ \$ 0
Other funds	+ \$ 0
Interest	+ \$ TBD
TOTAL REVENUE	= \$316,864.00
PROJECTED EXPENDITURES 2012-2018	
Funds used for Rehabilitation	- \$ 60,000.00
Funds used for New Construction	\$98,432.00
Other Affordable Housing Activities	- \$
1.Acquisition and or improvement of Land.	- \$
2.Green Building Strategies	- \$
3.Extensions or improvement of Land or Infrastructure	- \$
5.	- \$
6.	- \$
7.	- \$
8.	- \$
9.	- \$
10.	- \$
Affordability Assistance	- \$ 95,059.00
Administration	- \$63,372.83
Excess Funds or Remaining Balance Reserved for Additional Affordable Housing Activity	= \$ TBD
1. [list individual projects/programs]	- \$
2.	- \$
TOTAL PROJECTED EXPENDITURES	= \$ 316,863.83
REMAINING BALANCE	= \$0.00

BOROUGH OF NORWOOD

Resolution #2022:110

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, rehabilitations, 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 which 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. Matter 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.

_____ 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 May 25, 2022 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						
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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2022-111

**AUTHORIZING SETTLEMENT OF TAX APPEAL
OF JEFFREY J. AND MI JEONG KIM**

WHEREAS, Jeffrey J. and Mi Jeong Kim have filed a tax appeal for 2021 for the property known as Block 7, Lot 15.17, CT403, 403 Crocus Hill, and the Borough's attorney, appraiser, and tax assessor recommend that the appeal be settled on the following terms:

Original Assessment \$1,020,000

Tax Court Judgment \$960,500

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that:

1. A settlement of the above-referenced tax appeal is approved in accordance with the terms set forth above, and the Borough Attorney and Tax Assessor are authorized and directed to execute any and all documents necessary to effectuate this settlement; and

2. The settlement will provide that the taxpayers will waive statutory interest on any refund due for the overpayment of taxes provided that the refund is paid within 60 days of the date of the entry of judgment.

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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2022-112

**AUTHORIZING SETTLEMENT OF TAX APPEAL
OF MYUNG SOOK AN**

WHEREAS, Myung Sook An filed a tax appeal for 2021 for the property known as Block 7, Lot 15.17, CT308, 308 Daffodil Drive, and the Borough's attorney, appraiser, and tax assessor recommend that the appeal be settled on the following terms:

Original Assessment	\$1,200,000
Tax Court Judgment	\$1,127,300

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that:

1. A settlement of the above-referenced tax appeal is approved in accordance with the terms set forth above, and the Borough Attorney and Tax Assessor are authorized and directed to execute any and all documents necessary to effectuate this settlement; and
2. The settlement will provide that the taxpayer will waive statutory interest on any refund due for the overpayment of taxes provided that the refund is paid within 60 days of the date of the entry of judgment.

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 May 25, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2022-113

**AUTHORIZING SETTLEMENT OF TAX APPEAL
OF MINNIE AND SIMON KIM**

WHEREAS, Minnie and Simon Kim have filed a tax appeal for 2021 for the property known as Block 7, Lot 15.17, CT306, 306 Daffodil Drive, and the Borough's attorney, appraiser, and tax assessor recommend that the appeal be settled on the following terms:

Original Assessment	\$1,000,400
Tax Court Judgment	\$918,000

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that:

1. A settlement of the above-referenced tax appeal is approved in accordance with the terms set forth above, and the Borough Attorney and Tax Assessor are authorized and directed to execute any and all documents necessary to effectuate this settlement; and
2. The settlement will provide that the taxpayers will waive statutory interest on any refund due for the overpayment of taxes provided that the refund is paid within 60 days of the date of the entry of judgment.

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 May 25, 2022.

Borough Clerk