

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 October 12, 2022, 7:00PM

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

When: Oct 12, 2022 07:00 PM Eastern Time (US and Canada)

Topic: Mayor and Council Meeting - 10/12/2022

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_tfOyRyn6SCWvXRGh-lyj0Q

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

Jordan Padovano

Borough Clerk

AGENDA
BOROUGH OF NORWOOD
MAYOR AND COUNCIL
PUBLIC MEETING
OCTOBER 12, 2022
7:00 PM
MAYOR BARSA

COUNCILMAN ASCOLESE
COUNCIL PRESIDENT FOSCHINO
COUNCILMAN KIM

COUNCILMAN BRIZZOLARA
COUNCILWOMAN HAUSMANN
COUNCILMAN SULJIC

CALL TO ORDER

FLAG SALUTE

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

ROLL CALL OF THE COUNCIL

Mayor Barsa _____
Councilman Ascolese _____
Council President Foschino _____
Councilman Kim _____

Councilman Brizzolara _____
Councilwoman Hausmann _____
Councilman Suljic _____

CORRESPONDENCE

DPW Thank You Letter
Building Department September Fee Log
Norwood Police Department September Report
Norwood Fire Department September Report

PUBLIC HEARING OF ORDINANCES:

1. Ordinance 2022:07 An Ordinance Establishing Salaries or Wages of Officials and Employees of the Borough of Norwood

Councilman Ascolese _____
Council President Foschino _____
Councilman Kim _____

Councilman Brizzolara _____
Councilwoman Hausmann _____
Councilman Suljic _____

INTRODUCTION OF ORDINANCES:

1. Ordinance 2022:08 An Ordinance Authorizing the Acquisition by a Gift of Property Known as Block 39, Lot 10 in the Borough of Norwood

Councilman Ascolese ____

Council President Foschino ____

Councilman Kim ____

Councilman Brizzolara ____

Councilwoman Hausmann ____

Councilman Suljic

Public Hearing on Ordinance 2022:08 will be held on October 26, 2022

2. Ordinance 2022:09 An Ordinance Authorizing the Acquisition by a Gift of Property Known as Block 169, Lot 4 in the Borough of Norwood

Councilman Ascolese ____

Council President Foschino ____

Councilman Kim ____

Councilman Brizzolara ____

Councilwoman Hausmann ____

Councilman Suljic

Public Hearing on Ordinance 2022:09 will be held on October 26, 2022

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:

September 28, 2022 Mayor & Council Meeting

Approval of the following Resolutions:

2022:167 Authorizing the Award of Contract for the Purchase of a Police Message Board

2022:168 Awarding Contract for Kennedy Park ADA Compliant Bathrooms Project

2022:169 Authorizing Salary Increase for Construction Office Assistant/Property Maintenance Official

2022:170 Bond Anticipation Note

2022:171 Approving Construction Management Proposal for the Walnut Street
2022:172 Rescinding Resolution 2022-157 – Award of Contract to Smith-Sondy
Asphalt Construction Co. Inc. for the 2022 Municipal Road Program
2022:173 Awarding of Contract to Smith-Sondy for the 2022 Municipal Road
Program
2022:174 Approving Construction Management Proposal for the 2022 Municipal
Road Program
2022:175 Payment of Vouchers

Councilman Ascolese ____
Council President Foschino ____
Councilman Kim ____

Councilman Brizzolara ____
Councilwoman Hausmann ____
Councilman Suljic

COMMITTEE REPORTS

PUBLIC COMMENT

ADJOURNMENT

BOROUGH OF NORWOOD

ORDINANCE NO. 2022:07

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

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

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

<u>POSITION</u>	<u>2022 RANGE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
<u>FULL-TIME</u>		
BOROUGH CLERK/ADMINISTRATOR	\$ 100,000.00	\$ 150,000.00
DEPUTY BOROUGH CLERK	\$ 44,000.00	\$ 68,000.00
FINANCE/TAX CLERK	\$ 40,000.00	\$ 62,000.00
POLICE CAPTAIN	\$ 146,000.00	\$ 175,000.00
POLICE CHIEF	\$ 147,000.00	\$ 221,000.00
POLICE CLERK	\$ 43,000.00	\$ 65,000.00
MUNICIPAL COURT ADMINISTRATOR	\$ 42,000.00	\$ 75,000.00
DPW DIRECTOR	\$ 90,000.00	\$ 125,000.00
BOROUGH CLERK	\$ 69,000.00	\$ 105,000.00
BOROUGH ADMINISTRATOR	\$ 15,000.00	\$ 100,000.00
<u>PART-TIME SALARY/STIPEND</u>		
MAYOR	\$ -	\$ 2,000.00
COUNCIL MEMBER	\$ -	\$ 1,000.00
FINANCE/TAX CLERK	\$ 4,000.00	\$ 7,000.00
TAX ASSESSOR	\$ 7,000.00	\$ 12,000.00

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

CONSTRUCTION OFFICE

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

FIRE PREVENTION BUREAU

	\$	\$
FIRE OFFICIAL	9,000.00	15,000.00
	\$	\$
FIRE INSPECTOR 1	10,000.00	16,000.00
	\$	\$
FIRE INSPECTOR 2	4,000.00	7,000.00
	\$	\$
FIRE PREVENTION SECRETARY	3,000.00	6,000.00

BOARD OF HEALTH

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

RECREATION

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

PART-TIME HOURLY

TECHNICAL ASSISTANT	MIN WAGE	\$ 27.00
BOARD OF HEALTH SECRETARY	MIN WAGE	\$ 27.00
CLASS I SPECIAL POLICE OFFICER	MIN WAGE	\$ 25.00
CLASS II SPECIAL POLICE OFFICER	MIN WAGE	\$ 32.00
SCHOOL CROSSING GUARD	MIN WAGE	\$ 30.00
PROPERTY MAINTENANCE OFFICIAL / OFFICE ASSISTANT	MIN WAGE	\$ 35.00

Introduced and passed first reading: 09/28/2022

Passed second reading:

ATTEST:

APPROVED BY:

Jordan Padovano, Clerk

James P. Barsa, Mayor

BOROUGH OF NORWOOD

ORDINANCE NO. 2022:08

**AUTHORIZING THE ACQUISITION BY A GIFT OF PROPERTY KNOWN AS
BLOCK 39, LOT 10 IN THE BOROUGH OF NORWOOD**

WHEREAS, the Mayor and Council of the Borough of Norwood (“Borough”) finds that there is a need for the preservation of open space in the Borough, and that the property designated as Block 39, Lot 10 on the Borough’s current tax map (“the Property”) is undeveloped and thus is suitable for open space preservation; and

WHEREAS, the owner of the Property, John and Marie Prasek, currently residing at 7020 Leopardi Court, Maples, Florida, offered a gift of the Property to the Borough, and therefore there will be no cost of acquiring the Property for open space preservation purposes; and

WHEREAS, the purpose of this ordinance is to approve the acquisition of the Property, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq. and all other applicable laws; and

WHEREAS, on September 9, 2021, the Mayor and Council of the Borough of Norwood adopted Resolution 2022:13 authorizing this acquisition.

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

Section 1: The Borough will acquire, by agreement, the Property by way of a gift to the Borough, in accordance with the provisions of all applicable laws and legal standards. The acquisition will include, but not be limited to, the acquisition of all easements, rights of way, leaseholds, and other estates in and to the Property. The Mayor, Clerk, and Borough Attorney are authorized and directed to execute all documents necessary for the acquisition, including a contract for the purchase, which will be in a form prepared by or approved by the Borough Attorney.

Section 2: The Property is being acquired for the purpose of preserving the undeveloped

land that makes up the Property as much needed open space.

Section 3: The Borough acquires the Property pursuant to all of the powers delegated to the Borough pursuant to N.J.S.A. 40A:12-1 et seq.

Section 4: All ordinances or parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of any inconsistencies.

Section 5: The provisions of this ordinance are severable. If any part of this ordinance is declared to be unconstitutional or invalid by any court, the remaining parts of this ordinance will remain in full force and effect.

Section 6: The Mayor and Council of the Borough of Norwood authorizes and directs the Norwood Tax Collector to cancel all tax arrearages due on the property known as Block 39, Lot 10, which total \$344.37 in outstanding principal as of November 1, 2022, plus any interest accrued on delinquent charges and any other charges to the date of closing for the year beginning January 1, 2023.

Section 7: This ordinance will take effect upon final approval and publication, according to law.

Introduced and passed first reading:

Passed second reading:

ATTEST:

APPROVED BY:

Jordan Padovano, Borough Clerk

James P. Barsa, Mayor

BOROUGH OF NORWOOD

ORDINANCE NO. 2022:09

**AUTHORIZING THE ACQUISITION BY A GIFT OF PROPERTY KNOWN AS
BLOCK 169, LOT 4 IN THE BOROUGH OF NORWOOD**

WHEREAS, the Mayor and Council of the Borough of Norwood (“Borough”) finds that there is a need for the preservation of open space in the Borough, and that the property designated as Block 169, Lot 4 on the Borough’s current tax map (“the Property”) is undeveloped and thus is suitable for open space preservation; and

WHEREAS, the owner of the Property, Fred Chrapko, currently residing at 35 Ontario Court, Brunswick, GA, offered a gift of the Property to the Borough, and therefore there will be no cost of acquiring the Property for open space preservation purposes; and

WHEREAS, the purpose of this ordinance is to approve the acquisition of the Property, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq. and all other applicable laws; and

WHEREAS, on June 22, 2022, the Mayor and Council of the Borough of Norwood adopted Resolution 2021:160 authorizing this acquisition.

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

Section 1: The Borough will acquire, by agreement, the Property by way of a gift to the Borough, in accordance with the provisions of all applicable laws and legal standards. The acquisition will include, but not be limited to, the acquisition of all easements, rights of way, leaseholds, and other estates in and to the Property. The Mayor, Clerk, and Borough Attorney are authorized and directed to execute all documents necessary for the acquisition, including a contract for the purchase, which will be in a form prepared by or approved by the Borough Attorney.

Section 2: The Property is being acquired for the purpose of preserving the undeveloped land that makes up the Property as much needed open space.

Section 3: The Borough acquires the Property pursuant to all of the powers delegated to the Borough pursuant to N.J.S.A. 40A:12-1 et seq.

Section 4: All ordinances or parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed, but only to the extent of any inconsistencies.

Section 5: The provisions of this ordinance are severable. If any part of this ordinance is declared to be unconstitutional or invalid by any court, the remaining parts of this ordinance will remain in full force and effect.

Section 6: The Mayor and Council of the Borough of Norwood authorizes and directs the Norwood Tax Collector to cancel all tax arrearages due on the property known as Block 169, Lot 4, which total \$422.50 in outstanding principal as of November 1, 2022, plus any interest accrued on delinquent charges and any other charges to the date of closing for the year beginning January 1, 2023.

Section 7: This ordinance will take effect upon final approval and publication, according to law.

Introduced and passed first reading:

Passed second reading:

ATTEST:

APPROVED BY:

Jordan Padovano, Borough Clerk

James P. Barsa, Mayor

BOROUGH OF NORWOOD

Resolution #2022-167

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR PURCHASE OF A POLICE MESSAGE BOARD**

WHEREAS, the Borough of Norwood has a need to acquire the purchase of a Police Message Board as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.5*; and,

WHEREAS, Certified Speedometer has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, Certified Speedometer has submitted a proposal on August 30, 2022 indicating they will provide the Police Message Board for the price of \$18,700.00 and

WHEREAS, Certified Speedometer has completed and submitted a Business Entity Disclosure Certification which certifies that Certified Speedometer has not made any reportable contributions to a political or candidate committee in the Borough of Norwood in the previous one year, and that the contract will prohibit Certified Speedometer from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available, and the certification of available funds is attached hereto and incorporated herein.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Norwood authorizes the purchase of the Police Message Board from Certified Speedometer, and;

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

Certification of Available Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 *et seq.*, and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, have ascertained that there are available sufficient uncommitted funds in the line item and in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
C-04-55-2204-020	Police Message Board	NTE \$18,700.00

Chris Battaglia, CFO

Date: 10/12/2022

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 October 12, 2022.

Borough Clerk

PHONE 201-664-7759

FAX 201-664-3860

CERTIFIED SPEEDOMETER SERVICE

INC.
9 JAY STREET
OLD TAPPAN, NJ 07675

QUOTE

Officer Danny Sullivan
Norwood Police

Aug.30, 2022

Dear Officer Sullivan,

Thank you for your recent inquiry regarding a message sign. The Ver-Mac variable message sign is in wide use by police departments throughout the State of New Jersey. This portable trailer mounted unit has proven itself for reliability and performance. The VMS comes complete with batteries and on-site programming capabilities.

PCMS-548-CP

Center -Post Variable Message Sign

This newly designed popular center-post model, when raised to it's operating position, is capable of being rotated a full 360 degrees. This rotational feature allows the sign face to be directed in any position without having to move the trailer. An electric hydraulic feature for elevating the mast is available as an option.

Basic Unit

\$16,000.00

Options Available:

*Electric/ Hydraulic Mast	\$950.00
*Radar	\$1000.00
*Solar Panels	\$600.00
*Battery Charger	\$275.00
*Wheel Lock	\$125.00
*Trucking Fee	\$600.00
*Communication (10 Years Free Service)	No Charge
(over \$3,000 in savings)	

The Center-Post model, equipped with options marked with an *, is available at a total cost of **\$19,550.00**. If you require further information, require references, or desire a demonstration, please do not hesitate to call. We have more than 400 units in use throughout N.J. and we service what we sell. Thank you for your interest.

-\$850.00 Discount

+ Old 548 Trade

TOTAL \$18,700.00

Sincerely,
John Kramer Jr. 09/14/22



VER-MAC

Ver-Mac HQ
1781, Bresse street, QC
G2G 2V2, Canada

Ver-Mac USA
4950, Sam Houston Pkwy East
Houston, TX, 77032, USA

Quote

Quote date: Dec 3, 2021
Valid Until: Jan 2, 2022
Quote #: VM68668
Subject: Norwood PD 548

BILL TO:

Danny Sullivan / Norwood PD
455 Broadway
Norwood
NJ, 07648
USA
dsullivan@norwoodpd.org

SHIP TO:

Ver-Mac Sales Rep: Richard Tatkov
Phone: 973-387-5302
E-Mail: richard.tatkov@ver-mac.com

Product Detail

Product Detail	Qty	Pricing	Total
PCMS-548MYD	1	\$ 19,500.00	\$ 19,500.00

Ver-Mac Mini-Size Full Matrix Sign
45" x 80" display panel, 30 x 56 pixels, 2 LED per pixel
Hydraulic Lift
3 X 85 watt solar panels, 2-batteries
Jamlogic Remote Software
NTCIP V-Touch Controller with V-Sync WI-FI
4G Modem & 10 year cell plan - Non SW2
Tilt & Rotate, Radar, Charger, Tongue Wheel Jack
Painted White

FREIGHT

1	\$ 700.00	\$ 700.00
---	-----------	-----------

Sub-Total \$ 20,200.00

Taxes \$ 0.00

2021 Raw Materials Surcharge - 3.0% \$ 487.50

2021 Freight Surcharge \$ 0.00

Total \$ 20,687.50

Additional notes:

Hitch (Circle one): 2" Ball / 2" 5/16 / 3" Pinde / Other _____

Plug (Circle one): 4 pin flat / 7 pin RV style / Other _____

Delivery Type (circle one): Dock: tongues facing door / Forklift: tongues facing cab

Delivery Contact Name _____

Phone number: _____

Email: _____

Terms & Conditions

Terms: Net 30 Days

SIGNATURE:

P.O NUMBER:

40 W. WASHINGTON AVE. SUITE D
PEARL RIVER, N.Y. 10965

Date	Estimate #
9/24/2021	5424

NAME / ADDRESS
Norwood Police Officer Danny Sullivan

Rep	P.O. NO.	Terms

[illegible]

BOROUGH OF NORWOOD

Resolution #2022-168

**AWARDING CONTRACT FOR KENNEDY PARK ADA COMPLIANT BATHROOMS
PROJECT TO VMF CONSTRUCTION**

WHEREAS, the Borough received bids on September 23, 2022 for the goods and services that are necessary for the completion of the Kennedy Park ADA Compliant Bathrooms after public advertisement as required by law ("the Project"); and

WHEREAS, the Mayor and Council finds that contract should be awarded to VMF Construction as the lowest responsible bidder; and

WHEREAS, the Chief Financial Officer has certified that sufficient funds are available, and the certification of available funds is attached hereto and incorporated herein.

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

1. Upon the recommendation of the Borough Architect, the contract for the Kennedy Park ADA Compliant Bathrooms Project is awarded to VMF Construction, located at 10-09 Utica Terrace, Fair Lawn, New Jersey 07410, in the amount of Eighty-Seven Thousand, Seven Hundred Dollars and Zero Cents (\$87,700.00), being the lowest from a responding contractor of the five (5) bids received.

2. The Borough Clerk is authorized and directed to hold the certified checks and/or bid bonds of the successful bidder and the next lowest bidder until the Borough receives a fully executed contract and all of the other documents that are required from the successful bidder, and to return the certified checks and/or bid bonds submitted by the other bidders; and

3. Copies of this resolution are to be sent to the bidders, and a copy will be kept on file and will be available for public inspection in the Borough Clerk's office during regular business hours.

Certification of Available Funds

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

amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item	Description	Amount
-----------	-------------	--------

Chris Battaglia, CFO

Date

Council Member	Motion	Second	Ayes	Nays	Abstain	Absent
Ascolese						
Brizzolara						
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 October 12, 2022.

Borough Clerk

Richard Buginsky

From: Mario Tomasella <mario@tacarpentry.com>
Sent: Monday, October 3, 2022 8:06 AM
To: pparker@aiarchs.com
Subject: RE: Norwood Kennedy Park Restroom Bids

Good morning Patricia, I'm very sorry but we're not able to accept the Norwood project. Thank you for the opportunity.

Sent from my T-Mobile 5G Device

----- Original message -----

From: pparker@aiarchs.com
Date: 9/30/22 2:19 PM (GMT-05:00)
To: mario@tacarpentry.com
Cc: 'Arthur Sadura' <arthur@tacarpentry.com>, 'Joseph Frangiosa' <jfrangiosa@aiarchs.com>
Subject: Norwood Kennedy Park Restroom Bids

Good afternoon Mario,

I'm just following up on a conversation you had with Joe Frangiosa from our office regarding your bid price for the referenced project. Can you confirm that you and your bonding company are comfortable with the bid as we need to make our recommendation to the Borough by early next week.

Thank you,

Patricia



AIA New Jersey's 2011 Firm of the Year



One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



October 6, 2022

Jordan Padovano, Administrator
Borough of Norwood
455 Broadway
Norwood, NJ 07648

**RE: Kennedy Park ADA Restrooms
Bidder Evaluation**

Dear Mr. Padovano:

We have evaluated the bid packages obtained from the Bid Opening held on September 23, 2022, for the Kennedy Park ADA Restrooms project. The bid results are attached for your reference.

We have reviewed the Bid Package of the low bidder T&A Carpentry & Restoration and we found them to be responsive in their bid. We have checked the current "Debarred List" by the New Jersey Department of Labor, and they are not currently debarred. We have confirmed that they are "Registered Contractors" with the New Jersey Department of Labor.

Since their bid was significantly lower than the second low bidder, our office contacted T&A Carpentry & Restoration and they have withdrawn their bid, see attached email.

We then reviewed the second low bidder, VMF Construction and we found them to be responsive in their bid. We have checked the current "Debarred List" by the New Jersey Department of Labor, and they are not currently debarred. We have confirmed that they are "Registered Contractors" with the New Jersey Department of Labor. We have worked with VMF Construction on previous projects and are satisfied with the quality of their work.

It is our opinion that VMF Construction is the Lowest Responsible Bidder. Of course, you as "Owner" have the final choice in this matter.

We hope that our review has assisted you in your decision. Please feel free to contact us for additional information if needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Iovino', with a large, stylized initial 'A'.

Anthony Iovino, AIA, PP
Arcari + Iovino Architects, P.C.



Project: Norwood Kennedy Park Restrooms

Opening: September 23, 2022

Time: 11:00am

Bidder	Base Bid
B Puntasecca Contractors	
BGD Contracting	\$117,000.00
Billy Contracting & Restoration	
Catcord Construction	
Frankoski Construction Co.	
Innovational Construction & Design	\$110,295.00
LandTek Group, Inc.	
Lanyi & Tevald, Inc.	
LaRocca, Inc.	
ML, Inc.	
Nela General Contractors LLC	
North Creek Construction	
Northeast Construction Services	
Northeastern Interior Services	
Ochoa Enterprises LLC	
R.J. Michaels & Co.	
Ranco Mechanical LLC	\$137,800.00
Santorini Construction	
T&A Carpentry & Home Restoration	\$65,248.00
VMF Construction	\$87,700.00
William Kohl Construction	

New Jersey Public Works Registered Contractors

WAGE AND HOUR DISCLAIMER: This list of registered Public Works contractors and subcontractors is provided for informational purposes only. The New Jersey Department of Labor and Workforce Development, Wage & Hour Division and Contract Compliance makes the official Public Works Contractor Registration status determinations. For specific and current registration information status, contact Wage & Hour Division and Contract Compliance at power@dol.nj.gov or 609-292-9464.

Search Business Name

Search

Registration Date

10/6/2020 12/17/2022

Address

Search

City

Search

State

Sea

Zip Code

Search

Certificate #

713708

Reset

Map View

Contractors with Crafts

Business Name

VMF CONSTRUCTION

Post Date

01/13/2021

Exp Date

01/12/2023

Address

67 Prospect St Apt.1

City

Garfield

State

NJ

Zip Code

07026

County

Bergen

Certificate #

713708

BOROUGH OF NORWOOD

Resolution 2022:169

**AUTHORIZING SALARY INCREASE FOR CONSTRUCTION OFFICE ASSISTANT /
PROPERTY MAINTENANCE OFFICIAL CHRISTOPHER JACKSON**

WHEREAS, on August 2nd 2021, Mr. Christopher Jackson was appointed as Part-Time Office Assistant for the Borough of Norwood's Construction office; and

WHEREAS, Mr. Jackson's hourly rate as office assistant was set at \$20.00; and

WHEREAS, since that time, Mr. Jackson has positively expanded the roles and responsibilities of his job description by working with residents and Construction Code Official Mr. Tessaro to help with property maintenance issues; and

WHEREAS, Mr. Jackson submitted a request for a pay increase to help match the added work of these new responsibilities; and

WHEREAS, the personnel committee recommended that Mr. Jackson shall receive an increase of \$10 immediately and another \$5 / hour when Mr. Jackson completes the Zoning Administration course; and

WHEREAS, Mr. Jackson received his certificate of completion for said course on 9/30/2022 and shall receive a total increase of \$15 added to his hourly salary.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Norwood that the Governing body approved and confirmed the hourly rate of pay of \$35.00 for Mr. Jackson, effective the date of approval October 12th 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 October 12, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution 2022:170

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF NORWOOD, IN THE COUNTY OF BERGEN, NEW JERSEY, COVENANTING TO COMPLY WITH THE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, APPLICABLE TO THE EXCLUSION FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES OF INTEREST ON OBLIGATIONS ISSUED BY THE BOROUGH OF NORWOOD AND AUTHORIZING THE MAYOR, BOROUGH CLERK, CHIEF FINANCIAL OFFICER AND OTHER BOROUGH OFFICIALS TO TAKE SUCH ACTION AS THEY MAY DEEM NECESSARY OR ADVISABLE TO EFFECT SUCH COMPLIANCE AND DESIGNATING A \$4,897,000 BOND ANTICIPATION NOTE, DATED OCTOBER 19, 2022 AND PAYABLE JULY 18, 2023, AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS, the Borough of Norwood, in the County of Bergen, New Jersey (the "Borough") from time to time issues bonds, notes and other obligations the interest on which is excluded from gross income for Federal income tax purposes and desires to take such action as may be necessary or advisable to establish and maintain such exclusion; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), contains provisions with respect to the exclusion from gross income for Federal income tax purposes of interest on obligations, including provisions, among others, which require issuers of tax-exempt obligations, such as the Borough to account for and rebate certain arbitrage earnings to the United States Treasury and to take other action to establish and maintain such Federal tax exclusion; and

WHEREAS, the Borough intends to issue a \$4,897,000 Bond Anticipation Note, dated October 19, 2022 and payable July 18, 2023 (the "Note"); and

WHEREAS, the Borough desires to designate the Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code;

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

SECTION 1. The Borough Council hereby covenants on behalf of the Borough, to the extent permitted by the Constitution and the laws of the State of New Jersey, to do and perform

all acts and things permitted by law and necessary to assure that interest paid on the Note be and remain excluded from gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Code.

SECTION 2. The Mayor, Borough Clerk, Chief Financial Officer and the other officials of the Borough are hereby authorized and directed to take such action, make such representations and give such assurances as they may deem necessary or advisable to effect compliance with the Code.

SECTION 3. The Note is hereby designated as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code.

SECTION 4. It is hereby determined and stated that (1) said Note is not a "private activity bond" as defined in the Code and (2) the Borough and its subordinate entities, if any, do not reasonably anticipate issuing in excess of \$10 million of new money tax-exempt obligations (other than private activity bonds) during the calendar year 2022.

SECTION 5. It is further determined and stated that the Borough has not, as of the date hereof, issued any tax-exempt obligations (other than the Note) during the calendar year 2022.

SECTION 6. The Borough will, to the best of its ability, attempt to comply with respect to the limitations on issuance of tax-exempt obligations pursuant to Section 265(b)(3) of the Code; however, said Borough does not covenant to do so, and hereby expressly states that a covenant is not made hereby.

SECTION 7. The issuing officers of the Borough are hereby authorized to deliver a certified copy of this resolution to the original purchaser of the Note and to further provide such original purchaser with a certificate of obligations issued during the calendar year 2022 dated as of the date of delivery of the Note.

SECTION 8. This resolution shall take effect immediately upon its adoption.

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 October 12, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution #2022-171

**RESOLUTION AUTHORIZING CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT WITH NEGLIA ENGINEERING FOR THE WALNUT STREET
IMPROVEMENTS PROJECT (NJDOT FUNDED)**

WHEREAS, the Borough of Norwood ("Borough") is in need of construction management services for the proposed Walnut Street Improvements Project (NJDOT Funded) in the Borough; and

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

WHEREAS, the Proposal reflects a time-and-materials basis for a cost of \$15,796.00 for these services, and, on a material basis, for a cost of \$1,000.00 in reimbursable expenses; and

WHEREAS, Neglia is the Borough's engineer for 2022 pursuant to a written professional and services contract, which was awarded on a fair and open basis; and

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

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

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

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

Certification of Available Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 *et seq.*, and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, have ascertained that there are available sufficient uncommitted funds in the line item and in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item

Description

Amount

Chris Battaglia, CFO

Date: 10/12/2022

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 October 12, 2022.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: September 28, 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
Scott Loverich

RE: Proposal for Construction Management Services
Walnut Street Improvements
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN22.010

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

Description of Services

See attached Scope of Services.

Requested By: Mayor and Council
Borough of Norwood

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

1. On a **time-and-materials** basis for a cost not to exceed **Fifteen Thousand, Seven Hundred and Ninety-Six Dollars and Zero Cents (\$15,796.00)** for Phase I – Construction Management Services;
2. On a **material** basis for a cost not to exceed **One Thousand Dollars and Zero Cents (\$1,000.00)** for Phase II – Reimbursable Expenses (See Conditions and Exclusions).

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

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

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

I. BACKGROUND

Neglia Engineering Associates ("NEA") understands that the Borough of Norwood intends to perform capital improvements to the following roadway resurfacing and related improvements on Walnut Street from Broadway to Rockland Avenue within the Borough.

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.

The intended 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, 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.

Following the acceptance of bids, the contract for construction work will be awarded to Smith-Sondy Asphalt Paving Construction Co. Inc. in the amount of \$172,502.18. NEA has prepared this proposal to provide Construction Management Services for the above-referenced project.

II. SCOPE OF SERVICES AND BUDGET

Phase I – Construction Management Services

A. Under this phase, NEA will provide the following services:

1. Coordinate and attend a pre-construction meeting and prepare meeting minutes for distribution.
2. Review and distribute submittals for the appurtenant construction materials.
3. Issue a Notice to Proceed and perform a site walk-through with the Contractor and appropriate officials.
4. Provide pre-construction photographs and video within the contract limits.
5. Provide construction observation, including site visits by a Principal from Neglia Engineering Associates.
6. Maintain progress photos and inspection reports on a daily basis.
7. Attend progress meetings if required by the Borough.
8. Issue the appropriate correspondence to the Contractor, which, if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc.
9. Monitor and certify quantities for payment, which includes preparation the appropriate Payment Certifications. Please be advised that the Borough is responsible for reviewing certified payroll.
10. Negotiate Change Orders, if applicable, and prepare the necessary documents for such.
11. Perform a walk-through with the appropriate officials upon substantial completion, and prepare a punch list.
12. Perform a final inspection of the punch list.

13. Submit close-out documentation to other appropriate agencies, if applicable.

On a time-and-materials basis for a cost not to exceed Fifteen Thousand, Seven Hundred and Ninety-Six Dollars and Zero Cents (\$15,796.00).

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.

This phase of the project will be billed on a Materials Basis for a cost not to exceed One Thousand Dollars and Zero Cents (\$1,000.00).

III. DELIVERABLES

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

IV. ANTICIPATED TIME FRAME

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

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

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the

Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1½%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

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

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

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

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

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

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

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

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

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

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such

independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

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

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

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

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

GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. NEA will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

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

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

Very truly yours,
Neglia Engineering Associates



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

Very truly your,
Neglia Engineering Associates



Scott Loverich
For the 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: _____

\\Neo-file01\WDOX5\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

BOROUGH OF NORWOOD

Resolution #2022-172

A RESOLUTION RESCINDING THE AWARDING OF A CONTRACT TO SMITH-SONDY ASPHALT CONSTRUCTION CO., INC. FOR THE 2022 MUNICIPAL ROAD PROGRAM ENCOMPASSED IN RESOLUTION 2022-157

WHEREAS, a contract was awarded to Smith-Sondy Asphalt Construction Co., Inc. located at 150 Anderson Avenue, Wallington, NJ 07057 in the amount of Two Million, One Hundred and Ninety Thousand, Seven Hundred and Eighteen Dollars and Thirteen Cents (\$2,190,718.13) for the 2022 Municipal Road Program; and

WHEREAS, the contract included work for both the Borough of Norwood and the Northwoods Condominium Association of Norwood, Inc.; and

WHEREAS, the Northwoods Condominium Association of Norwood, Inc. has decided to pursue their own separate contract for paving work to be completed on their property.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Norwood authorize the Borough Clerk to rescind Resolution 2022:157 pertaining to the award of contract to Smith-Sondy Asphalt Construction Co., Inc. for the 2022 Municipal Road Program.

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 October 12, 2022.

Borough Clerk

BOROUGH OF NORWOOD

Resolution 2022:173

**RESOLUTION AWARDING A CONTRACT TO SMITH-SONDY ASPHALT
CONSTRUCTION CO., INC. FOR THE 2022 MUNICIPAL ROAD PROGRAM
(MUNICIPAL FUNDED)**

BE IT RESOLVED, by the Mayor and Council of the Borough of Norwood, Bergen County, New Jersey, upon the recommendation of the Borough Engineer, the contract for the 2022 Municipal Road Program (Municipal Funded) awarded to Smith-Sondy Asphalt Construction Co., Inc., located at 150 Anderson Avenue, Wallington, NJ 07057, in the amount of Seven Hundred and Fifty-Seven Thousand, Four Hundred and Seventy-Nine Dollars and Eighteen Cents (\$757,479.18), being the lowest responding contractor of the three (3) bids received.

I hereby certify that the cost of the services to be performed may exceed \$17,500 and that funds are available.

Account: C-04-55-2204-090

Christopher Battaglia, Chief Financial Officer

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 October 12, 2022.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

October 7, 2022

Via E-Mail

Borough of Norwood
455 Broadway
Norwood, New Jersey 07648

Attn.: Jordan Padovano – Borough Administrator (jpadovano@norwoodboro.org)
Richard Buginsky – Deputy Borough Clerk (rbuginsky@norwoodboro.org)

Re: Recommendation of Contract Award for
2022 Municipal Road Program (Municipal Funded)
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN22.010

Dear Messrs. Padovano and Buginsky:

Please be advised that on Wednesday, September 7, 2022, the Borough of Norwood accepted bids for the above-referenced project at their Borough Hall. The lowest of three (3) bids received for Base Bid A was submitted by Smith-Sondy Asphalt Construction Co., Inc., located at 150 Anderson Avenue, Wallington, NJ 07057, in the amount of Seven Hundred and Fifty-Seven Thousand, Four Hundred and Seventy-Nine Dollars and Eighteen Cents (\$757,479.18). The Bid includes the scope of work for the 2022 Municipal Road Program (Municipal Funded) Base Bid A.

We have reviewed the documents and references as furnished by the apparent low bidder and find the same to be acceptable. Accordingly, we recommend that this contract be awarded to Smith-Sondy Asphalt Construction Co., Inc., located at 150 Anderson Avenue, Wallington, NJ 07057, in the amount of Seven Hundred and Fifty-Seven Thousand, Four Hundred and Seventy-Nine Dollars and Eighteen Cents (\$757,479.18). The award of this contract is subject to the terms and conditions of the service agreement for this project in the Borough of Norwood. Said recommendation is subject to the certification of the availability of funds by the Borough's respective Chief Financial Officer, and review and approval by the Borough Attorney.

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

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

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

Very Truly Yours,
Neglia Group

Very Truly Yours,
Neglia Group



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

Scott Loverich
For the Borough Engineer
Borough of Norwood

cc: Mayor and Council (via Borough Administrator)
Kevin C. Corrison, Esq. – Borough Attorney (via e-mail, kcorrison@breslinandbreslin.com)
Christopher Battaglia – Borough Chief Financial Officer (via e-mail, chrisb@ttaqlia.com)
Robert Tracy – Borough DPW Director (via e-mail, rtracy@norwoodboro.org)

\\Nea-file01\WDOX\$\MUNI\NORW\NORWMUN22010\CORRESP\00339533.DOCX

BOROUGH OF NORWOOD

Resolution #2022-174

**RESOLUTION AUTHORIZING CONSTRUCTION MANAGEMENT SERVICES
AGREEMENT WITH NEGLIA ENGINEERING FOR THE 2022 MUNICIPAL ROAD
PROGRAM (MUNICIPALLY FUNDED)**

WHEREAS, the Borough of Norwood ("Borough") is in need of construction management services for the proposed 2022 Municipal Road Program (Municipally Funded) in the Borough; and

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

WHEREAS, the Proposal reflects a time-and-materials basis for a cost of \$71,734.00 for these services, and, on a material basis, for a cost of \$1,000.00 in reimbursable expenses; and

WHEREAS, Neglia is the Borough's engineer for 2022 pursuant to a written professional and services contract, which was awarded on a fair and open basis; and

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

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

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

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

Certification of Available Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 *et seq.*, and any other applicable requirement, I, Chris Battaglia, Chief Financial Officer of the Borough of Norwood, have ascertained that there are available sufficient uncommitted funds in the line item and in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line Item

Description

Amount

Chris Battaglia, CFO

Date: 10/12/2022

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 October 12, 2022.

Borough Clerk



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: September 26, 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
Scott Loverich

RE: Proposal for Construction Management Services
2022 Municipal Road Program
Borough of Norwood, Bergen County, New Jersey
NEA Project No.: NORWMUN22.010

Neglia Engineering Associates ("NEA") has received the following request to provide Construction Management 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. Option A: On a time-and-materials basis for a cost not to exceed One Hundred and Fifty-Two Thousand, Six Hundred and Fifty-Two Dollars and Zero Cents (\$152,652.00) for Phase I – Construction Management Services;
2. Option B: On a time-and-materials basis for a cost not to exceed Seventy-One Thousand, Seven Hundred and Thirty-Four Dollars and Zero Cents (\$71,734.00) for Phase I – Construction Management Services;
3. On a material basis for a cost not to exceed One Thousand Dollars and Zero Cents (\$1,000.00) for Phase II – Reimbursable Expenses (See Conditions and Exclusions).

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

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

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.

BACKGROUND

Neglia Engineering Associates ("NEA") understands that the Borough of Norwood intends to perform capital improvements to the following roadway resurfacing and related Improvements, within the Borough:

- Hemlock Court (full length);
 - Asphalt Sidewalk along east side of Hemlock Court (from Broadway to Aspen Ct.);
- Norwood Fire Department Parking Lot reconstruction;
- Northwood Condominium Association courts;
 - Aspen, Beech, Cedar, Dogwood, Elm, Fir, and Holly Courts
 - Tennis Court parking lot and various interior courts

The intended 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), and a new asphalt sidewalk along Hemlock Court. Additionally, 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.

Following the acceptance of bids, the contract for construction work will be awarded to Smith-Sondy Asphalt Paving Construction Co. Inc. in the amount of \$2,190,718.13. NEA has prepared Option A of this proposal to provide Construction Management and NJDEP Permitting Services for the above-referenced project.

Should the improvements at Northwood Condominium Association be removed, the amended contract awarded to Smith-Sondy Asphalt Paving Construction Co. Inc. would be in the amount of \$ 757,479.18. NEA has prepared Option B of this proposal to provide Construction Management and NJDEP Permitting Services for the above-references project, less Northwood Condominium Association improvements.

I. SCOPE OF SERVICES AND BUDGET

Phase I – Construction Management Services

A. Under this phase, NEA will provide the following services:

1. Coordinate and attend a pre-construction meeting and prepare meeting minutes for distribution.
2. Review and distribute submittals for the appurtenant construction materials.
3. Issue a Notice to Proceed and perform a site walk-through with the Contractor and appropriate officials.
4. Provide pre-construction photographs and video within the contract limits.
5. Provide construction observation, including site visits by a Principal from Neglia Engineering Associates.
6. Maintain progress photos and inspection reports on a daily basis.

7. Attend progress meetings if required by the Borough.
8. Issue the appropriate correspondence to the Contractor, which, if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc.
9. Monitor and certify quantities for payment, which includes preparation the appropriate Payment Certifications. Please be advised that the Borough is responsible for reviewing certified payroll.
10. Negotiate Change Orders, if applicable, and prepare the necessary documents for such.
11. Perform a walk-through with the appropriate officials upon substantial completion, and prepare a punch list.
12. Perform a final inspection of the punch list.
13. Submit close-out documentation to other appropriate agencies, if applicable.

Option A: On a time-and-materials basis for a cost not to exceed One Hundred and Fifty-Two Thousand, Six Hundred and Fifty-Two Dollars and Zero Cents (\$152,652.00).

Option B: On a time-and-materials basis for a cost not to exceed Seventy-One Thousand, Seven Hundred and Thirty-Four Dollars and Zero Cents (\$71,734.00).

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.

On a material basis for a cost not to exceed One Thousand Dollars and Zero Cents (\$1,000.00).

II. DELIVERABLES

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

III. ANTICIPATED TIME FRAME

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

IV. PAYMENTS AND COST OF SERVICES

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

V. CONDITIONS AND EXCLUSIONS

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

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

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

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. We have not provided a budget for reimbursable expenses for this project. For this reason, they are in addition to the lump sum illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required. Should any sub-consultants be required for this project, Neglia Engineering Associates will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if request. All filing, review, processing, and application fees will be provided by your office.

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

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS: Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1½%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

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

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

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

ARTICLE IV - INDEMNIFICATION: If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia

and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

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

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

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

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

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

ARTICLE X - SUCCESSORS AND ASSIGNS: Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect

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

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

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

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

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

GENERAL TERMS

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if

referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.

5. Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. NEA will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

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

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

Very truly yours,
Neglia Engineering Associates



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

Very truly your,
Neglia Engineering Associates



Scott Loverich
For the 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

BOROUGH OF NORWOOD

RESOLUTION AUTHORIZING PAYMENT OF BILLS AND THE ISSUANCE OF CHECKS
FOR THE PERIOD THROUGH OCTOBER 12, 2022 IN THE TOTAL AMOUNT OF
\$2,198,615.70.

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 October 12, 2022.

Borough Clerk

October 5, 2022
05:12 PM

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: 09/24/22 to 10/05/22 Include Non-Budgeted: Y
Vendors: All
Dept Page Break: No Subtotal CAFR: No Subtotal Dept: No

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	Current Fund Appropriations					
1-01-26-0310-226	Maintenance Of Equipment					
PESHE005	PESH-E-LECTRIC, INC.	21-00995	KENNEDY FIELD BASE LGHT REPAIR	7,358.00	0.00	
	Fund Total: Current Fund Appropriations			7,358.00		
	Year Total:			7,358.00		
Fund:	Current Fund Appropriations					
2-01-20-0100-229	Other Contractual Items					
BRUNO005	BRUNO ASSOCIATES, INC.	22-00886	GRANT WRITING SERVICES	2,500.00	0.00	B
2-01-20-0100-241	Conferences & Meetings					
NJLEA005	NJ LEAGUE OF MUNICIPALITIES	22-01845	CONFERENCE TICKETED MEAL EVENT	95.00	0.00	
2-01-20-0110-241	Conferences & Meetings					
NJLEA005	NJ LEAGUE OF MUNICIPALITIES	22-01787	BADGES NJLM CONFERENCE 2022	300.00	0.00	
2-01-20-0120-229	Other Contractual Items					
CRYST005	CRYSTAL SPRINGS	22-01824	INV #17750046 091322	240.72	0.00	
2-01-20-0120-241	Conferences & Meetings					
NJLEA005	NJ LEAGUE OF MUNICIPALITIES	22-01787	BADGES NJLM CONFERENCE 2022	60.00	0.00	
BERG0077	BERGEN CNTY MUNI CLERKS ASSOC	22-01908	FALL REGULAR MEETING NOTICE	100.00	0.00	
				160.00		
2-01-20-0130-236	Office Supplies					
PALIS005	PALISADES SALES CORPORATION	22-01203	DRUM CARTRIDGE PHASER 3610	98.99	0.00	
2-01-20-0140-220	Contractual Services					
ARCHI005	ARCHIVE SOCIAL	22-01902	SOCIAL MEDIA ARCHIVING SUBSCRI	2,988.00	0.00	
GREAT010	GREAT AMERICAN FINANCIAL SERVI	22-01903	inv #32537247 09/29/2022	235.75	0.00	
				3,223.75		
2-01-20-0145-236	Office Supplies					
USPOS020	US POSTMASTER	22-01846	POSTAGE FOR TAX BILLS	1,122.33	0.00	
2-01-20-0145-500	Miscellaneous					
VOCCO005	VOCCOLA, JOANN	22-01848	MILEAGE REIMBURSEMENT SEP 2022	6.51	0.00	
2-01-22-0295-241	Conferences & Meetings					
NJLEA005	NJ LEAGUE OF MUNICIPALITIES	22-01787	BADGES NJLM CONFERENCE 2022	60.00	0.00	
2-01-22-0295-242	Education & Training					
CHRIS025	CHRISTOPHER JACKSON	22-01909	EDUCATIONAL REIMBURSEMENT	877.06	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-22-0295-253	Office Equip/Supplies					
PALIS005 PALISADES SALES CORPORATION		22-01683	XEROX C310 COLOR LASER PRINTER	615.00	0.00	
2-01-23-0220-292	Medical Insurance					
SNJHE005 SNJ HEALTH BENEFITS PROGRAM		22-01891	2022 OCT HEALTH	52,444.81	0.00	
2-01-23-0220-293	Medical-Inactive Empl					
TINER005 TINER, WILLIAM		22-01854	2022 Q3 HEALTH BENEFITS	270.57	0.00	
ALANS005 ALAN SCHRADER		22-01907	2022 OCT HEALTH BENEFITS	2,753.30	0.00	
				3,023.87		
2-01-25-0240-238	Other Contractual Items					
BORO0015 BOROUGH OF NORWOOD		22-01892	PO SECURITY NPS/RIII SEP 2022	2,700.00	0.00	
2-01-25-0240-241	Conferences & Meetings					
NJLEA005 NJ LEAGUE OF MUNICIPALITIES		22-01787	BADGES NJLM CONFERENCE 2022	60.00	0.00	
2-01-25-0240-258	Other Equipment					
EAGLE005 EAGLE POINT GUN/T J MORRIS & S		22-01785	(10,000 RDS) AE9FP	2,141.80	0.00	
DRAGE005 DRAEGER, INC		22-01847	INV #5951482598 09/27/2022	179.00	0.00	
PALIS005 PALISADES SALES CORPORATION		22-01849	INV #957664 6/27/22 ANTI-VIRUS	1,140.00	0.00	
SNAP0005 SNAP-ON TOOLS		22-01850	INV #09272276641Q 9/27/2022	431.50	0.00	
PALIS005 PALISADES SALES CORPORATION		22-01851	INV #957832 9/17/2022	92.00	0.00	
VERI0020 VERIZON		22-01852	BILL DATE: SEPT 15, 2022	13.29	0.00	
VERIZ050 VERIZON		22-01900	BILL DATE: SEP 22, 2022	139.00	0.00	
				4,136.59		
2-01-25-0256-229	Other Contractual Items					
RELIA010 RELIANT FIRE HOSE TESTING, INC		22-01368	2022 HOSE TESTING	2,123.00	0.00	
PENGU005 PENGUIN MANAGEMENT INC		22-01782	INV #70917 9/1/2022	780.00	0.00	
				2,903.00		
2-01-25-0256-230	Materials & Supplies					
BRIAN005 BRIAN BOURKE		22-01788	REIMBURSE DISPLAY FIRE DOOR	319.88	0.00	
2-01-25-0256-242	Education & Training					
NJLEA005 NJ LEAGUE OF MUNICIPALITIES		22-01814	BADGES 2022 NJLM CONFERENCE	60.00	0.00	
2-01-25-0260-230	Materials And Supplies					
MCKESSON MCKESSON MEDICAL SURGICAL		22-00912	INV #19353357 05/04/2022	407.55	0.00	
MCKESSON MCKESSON MEDICAL SURGICAL		22-01858	INV #19111378 02/25/2022	118.10	0.00	
MCKESSON MCKESSON MEDICAL SURGICAL		22-01859	INV #1911172 02/25/2022	17.00	0.00	
				542.65		
2-01-25-0265-229	Other Contractual Items					
ENFOR005 ENFORSYS, INC.		22-01780	2022-2023 FIRE PREVENT SOFTWARE	1,900.00	0.00	
2-01-25-0265-290	Firehouse Rent					
NORWO010 NORWOOD FIRE DEPT.		22-01894	2022 OCT RENT	2,243.69	0.00	
2-01-25-0275-205	Other Professional Services					
LAUR0010 LAURA A. NUNNINK, ESQ.		22-01844	2022 Q4 MUNI COURT PROSECUTOR	1,250.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-0290-230	Materials & Supplies					
BENA005	BENAQUISTA & SONS INC	22-01807	INV #18587 9/13/2022	345.00	0.00	
HOME010	HOMETOWN HARDWARE	22-01811	TRANS #F57777 09/15/2022	319.68	0.00	
HOME010	HOMETOWN HARDWARE	22-01812	TRANS #F57653 09/13/2022	107.97	0.00	
				<u>772.65</u>		
2-01-26-0290-232	Clothing And Uniforms					
CHRIS015	CHRISTOPHER BODRATO	22-01875	SPORTSMAN'S GUIDE BOOTS	197.92	0.00	
2-01-26-0290-238	General Hardware					
HOME010	HOMETOWN HARDWARE	22-01869	TRANS #F58297 09/22/2022	769.88	0.00	
2-01-26-0290-240	Personnel Expenses & Training					
NJLEA005	NJ LEAGUE OF MUNICIPALITIES	22-01787	BADGES NJLM CONFERENCE 2022	60.00	0.00	
2-01-26-0300-220	Tree Pruning Services					
RICHT005	RICH TREE SERVICE	22-01696	REMOVAL OPPOSITE 3 EVERETTE ST	4,950.00	0.00	
RICHT005	RICH TREE SERVICE	22-01697	EVERETT & DEMAREST, 787 BRDWAY	5,280.00	0.00	
RICHT005	RICH TREE SERVICE	22-01698	REMOVAL @ 359 14TH ST	1,800.00	0.00	
				<u>12,030.00</u>		
2-01-26-0305-220	Contractual Services					
INTER020	INTERSTATE WASTE SERVICES INC.	22-01778	INV #0008399522 8/31/2022	53,952.66	0.00	
2-01-26-0310-220	Contractual Services					
NMS005	NATIONAL MAINTENANCE SERVICE	22-00613	2022 GENERAL CLEANING SERVICES	1,450.00	0.00	B
BUGDO005	VIKING PEST CONTROL	22-01842	STINGING INSECTS LIBRARY	337.00	0.00	
BUGDO005	VIKING PEST CONTROL	22-01843	2022 JUN-SEP SRVC LIBRARY	540.00	0.00	
BUGDO005	VIKING PEST CONTROL	22-01866	INV #190296178 10/1/2022	135.00	0.00	
				<u>2,462.00</u>		
2-01-26-0310-222	Haring Fence					
EMERS005	EMERSON FENCE INC	22-01820	INV #2022/158 9/14/2022	201.84	0.00	
2-01-26-0310-226	Maintenance Of Equipment					
PESHE005	PESH-E-LECTRIC, INC.	22-01794	INV #107979 9/15/2022	300.00	0.00	
PESHE005	PESH-E-LECTRIC, INC.	22-01795	INV #107978 9/15/2022	375.00	0.00	
				<u>675.00</u>		
2-01-26-0310-230	Materials & Supplies					
BARCO005	BARCO PRODUCTS	22-01561	POWDER-COATED BIKE RACK	519.84	0.00	
PIONE005	PIONEER ATHLETICS	22-01699	ATHWS BRITE STRIPE WHITE SGL	2,611.87	0.00	
GRASS005	GRASS ROOTS TURF PRODUCTS INC.	22-01728	PRIMO MAXX (1 GALLON)	634.00	0.00	
DERCO010	D'ERCOLE FARMS	22-01808	INV #06027 09/19/2022	117.00	0.00	
HOME010	HOMETOWN HARDWARE	22-01870	TRANS #A409563 09/24/2022	509.94	0.00	
HOME010	HOMETOWN HARDWARE	22-01871	TRANS #F58503 09/26/2022	69.17	0.00	
				<u>4,461.82</u>		
2-01-26-0310-238	General Hardware					
PIONE005	PIONEER ATHLETICS	22-01739	SOCCER GOAL FUSION	6,450.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-0315-221	Streets & Roads					
HAWOR005 HAWORTH SERVICE CENTER INC	22-01813 INV #20034 TRUCK 389 FULL SRVC			158.10	0.00	
HAWOR005 HAWORTH SERVICE CENTER INC	22-01815 INV #20039 TRUCK 386 FULL SRVC			158.10	0.00	
HAWOR005 HAWORTH SERVICE CENTER INC	22-01816 INV #20044 TRUCK 376 FULL SRVC			252.96	0.00	
HAWOR005 HAWORTH SERVICE CENTER INC	22-01817 INV #20075 TRUCK 392 CHECK A/C			127.50	0.00	
HAWOR005 HAWORTH SERVICE CENTER INC	22-01818 INV #20159 TRUCK 377 FULL SRVC			931.26	0.00	
HAWOR005 HAWORTH SERVICE CENTER INC	22-01819 INV #20205 TRUCK 378 FULL SRVC			<u>589.20</u>	0.00	
				2,217.12		
2-01-26-0315-223	Volunteer Ambulance					
1075E010 10-75 EMERGENCY VEHICLES	22-01650 SOUNDOFF SIGNAL LED DOME LIGHT			95.35	0.00	
2-01-28-0370-229	Other Contractual Items					
JENNA010 JENNA PASCALE	22-01898 REIMBURSEMENT FINGERPRINTING			71.20	0.00	
2-01-28-0370-265	Recreation Equipment					
PIONE005 PIONEER ATHLETICS	22-01717 SOCCER GOAL & NET INV856687			6,450.00	0.00	
2-01-28-0370-269	Recreation Programs					
ARIST005 ARISTA TROPHIES & AWARDS	22-01832 5K MEDALLIONS			89.10	0.00	
2-01-29-0390-205	Contribution					
NORW0030 NORWOOD PUBLIC LIBRARY	22-01893 OCT 2022			36,888.58	0.00	
2-01-31-0430-000	Electricity					
ROCKL015 ROCKLAND ELECTRIC COMPANY	22-01881 TAPPAN RD TFLT 8/22 - 9/21/22			34.91	0.00	
ROCKL010 ROCKLAND ELECTRIC COMPANY	22-01882 TAPPAN RD FLASHER 8/22-9/21/22			<u>24.00</u>	0.00	
				58.91		
2-01-31-0435-000	Street Lighting					
ROCKL005 ROCKLAND ELECTRIC COMPANY	22-01883 02240-79010 8/23 - 9/23/22			31.04	0.00	
ROCKL005 ROCKLAND ELECTRIC COMPANY	22-01884 03900-24012 8/23 - 9/23/22			<u>36.71</u>	0.00	
				67.75		
2-01-31-0440-000	Telephone					
VERIZ025 VERIZON	22-01889 BILL DATE: SEP 24, 2022			3.91	0.00	
VERI0010 VERIZON WIRELESS	22-01890 INV #9915819793 AUG 14 -SEP 13			1,123.25	0.00	
INTER035 INTERMEDIA.NET, INC.	22-01910 INV #2210230807 9/2 - 10/1/22			<u>963.06</u>	0.00	
				2,090.22		
2-01-31-0445-000	Water					
VEOLI015 VEOLIA WATER NEW JERSEY	22-01885 BROADWAY 8/14 - 9/20/22			170.68	0.00	
VEOLI060 VEOLIA WATER NEW JERSEY	22-01886 WALNUT ST 1 8/15 - 9/19/22			62.87	0.00	
VEOLI005 VEOLIA WATER NEW JERSEY	22-01887 496 BROADWAY 8/14 - 9/19/22			66.63	0.00	
VEOLI010 VEOLIA WATER NEW JERSEY	22-01888 602 BROADWAY 8/15 - 9/19/22			<u>77.12</u>	0.00	
				377.30		
2-01-31-0455-000	Bcua Sewer					
BERG0010 BERGEN COUNTY UTILITIES AUTHOR	22-01897 2022 Q4 WASTEWATER SERVICE CHG			175,879.00	0.00	
2-01-31-0460-000	Gasoline					
RACHL005 RACHLES/MICHELE'S OIL CO.	22-01809 INV #370376 08/31/22			886.12	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-43-0491-241 BCMCA010 BCMCAA	Conferences & Meetings	22-01806	2022 FALL CONFERENCE	75.00	0.00	
	Fund Total: Current Fund Appropriations			388,163.27		
	Year Total:			388,163.27		
Fund: General Capital						
C-04-55-1905-005 JESCO010 JESCO INC.	DPW - HOOK LIFT TRUCKS AND TRUCK BODIES	22-01790	BUCKET WL SIDE DUMP W/BOE	16,397.41	0.00	
C-04-55-1905-008 ARCAR005 ARCARI & IOVINO ARCH PC INC	ROOF REPLACEMENT - LIB,BORO,PD&COMM CTR	21-00786	NORWOOD ROOF REPLACEMENT	1,100.00	0.00	B
C-04-55-2204-070 ARCAR005 ARCARI & IOVINO ARCH PC INC	G. KENNEDY FIELD IMPROVEMENTS	22-01513	KENNEDY PARK ADA RESTROOMS	900.00	0.00	B
	Fund Total: General Capital			18,397.41		
	Year Total:			18,397.41		
G-01-41-0301-020 HOME0010 HOMETOWN HARDWARE	CLEAN COMMUNITIES - 2020	22-01810	TRANS #F57390 09/09/2022	219.80	0.00	
G-01-41-1801-020 ORGAN005 ORGANIC RECYCLING INC	RECYCLE TONNAGE- 2020	22-01752	INV #145353 #145376 #145397	1,280.00	0.00	
G-01-41-1801-021 BORO0095 BOROUGH OF OLD TAPPAN	RECYCLE TONNAGE- 2021	22-01837	2012 BRUSH BANDIT 1390 XP	1,112.85	0.00	
BORO0095 BOROUGH OF OLD TAPPAN		22-01838	ODB LEAF VAC	1,319.10	0.00	
				2,431.95		
	Fund Total:			3,931.75		
	Year Total:			3,931.75		
T-11-00-2860-000 STAT0030 STATE OF NEW JERSEY	RESERVE FOR UNEMPLOYMENT TRUST	22-01864	CATASTROPHIC ILLNESS FUND ASSE	126.00	0.00	
	Fund Total:			126.00		
Fund: PUBLIC DEFENDER DEDICATED TRUST						
T-12-00-2930-000 JOHNN005 JOHNNY-ON-THE-SPOT, LLC	CELEBRATION OF PUBLIC EVENTS	22-01716	RESTROOMS & SINK - NORWOOD DAY	888.00	0.00	
WBMAS005 W.B. MASON CO., INC.		22-01786	INV #232791918 09/19/2022	133.00	0.00	
				1,021.00		
	Fund Total: PUBLIC DEFENDER DEDICATED TRUST			1,021.00		
T-15-00-1920-000 DEPT0005 NJ ST DEPT HEALTH & SR SERVICE	Reserve Animal Trust	22-01918	DOG LICENSES ISSUED SEP 2022	2.40	0.00	
	Fund Total:			2.40		
	Year Total:			1,149.40		

October 5, 2022
05:12 PM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 6

G/L Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-2060 NORW0025	Local School Taxes NORWOOD BOARD OF EDUCATION	22-01896	2022 OCT TAX LEVY	955,272.67	0.00	
2-01-2070 NORT0015	Regional School Taxes NORTHERN VALLEY REGIONAL HS	22-01895	2022 OCT TAX LEVY	824,343.20	0.00	
G/L Total:				1,779,615.87		
Total Charged Lines: 168		Total List Amount: 2,198,615.70		Total Void Amount: 0.00		

October 5, 2022
05:12 PM

BOROUGH OF NORWOOD
Purchase Order Listing By Budget Account

Page No: 7

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
Current Fund Appropriations	1-01	7,358.00	0.00	0.00	7,358.00
Current Fund Appropriations	2-01	388,163.27	0.00	1,779,615.87	2,167,779.14
General Capital	C-04	18,397.41	0.00	0.00	18,397.41
	G-01	3,931.75	0.00	0.00	3,931.75
	T-11	126.00	0.00	0.00	126.00
PUBLIC DEFENDER DEDICATED TRUST	T-12	1,021.00	0.00	0.00	1,021.00
	T-15	2.40	0.00	0.00	2.40
Year Total:		1,149.40	0.00	0.00	1,149.40
Total of All Funds:		418,999.83	0.00	1,779,615.87	2,198,615.70