

**BOROUGH OF WOODCLIFF LAKE
MAYOR AND COUNCIL MINUTES**

**April 7, 2014
8:00 PM**

CALL TO ORDER

Notice of this meeting, in accordance with the "Open Public Meetings Law, 1975, C. "231", has been posted and two newspapers, The Record and The Ridgewood News, have been notified.

ROLL CALL

Mayor Goldsmith asked for a roll call. Council members Abene, Belgiovine, Bloom, Gadaleta, Rendo and Rosenblatt were present. Jaime Placek was present for Borough Attorney Paul Kaufman as well as Borough Administrator Thomas Richards and Acting Borough Clerk Debbie Dakin.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance which was led Ms. Angela Rossi.

APPROVAL OF MINUTES

MOTION approve the Minutes of March 17, 2014 was made by Councilwoman Abene, seconded by Councilwoman Gadaleta and approved by Councilwoman Abene, Councilman Belgiovine, Councilwoman Gadaleta and Councilman Rendo. Councilman Bloom and Councilman Rosenblatt abstained.

MOTION approve the Minutes of March 17, 2014 (closed session) was made by Councilwoman Abene, seconded by Councilwoman Gadaleta and approved by Councilwoman Abene, Councilman Belgiovine, Councilwoman Gadaleta and Councilman Rendo. Councilman Bloom and Councilman Rosenblatt abstained.

MOTION approve the Minutes of March 25, 2014 was made by Councilwoman Abene, seconded by Councilwoman Gadaleta and approved by Councilwoman Abene, Councilman Belgiovine, Councilwoman Gadaleta, Councilman Rendo and Councilman Rosenblatt. Councilman Bloom abstained.

MAYORAL COMMITTEE APPOINTMENTS (no Council confirmation needed)

Public Utilities Committee

Leslie Rubel to the Public Utility Committee for a term of one (1) year, ending on December 31, 2014.

Mayor Goldsmith stated that the liaisons to the Public Utilities Committee will be Councilwoman Gadaleta and Councilman Rendo. The Mayor spoke to both Councilmen and they agreed to be removed.

Councilwoman Abene wanted to thank Dave Antoine and Joe Vuich for all their hard work with the road paving. They did a great job.

PRESENTATION

Councilwoman Gadaleta asked to make a presentation to Angela Rossi of Woodcliff Lake. Angela received her Gold Award from the Girl Scouts. Also present was Pam Singer from the Girl Scout Council.

Tim Wieland, Assistant Principal at Pascack Hills High School and Alexa Hirschberg, a senior at Pascack Hills High School gave a presentation about the "Virtual School Day".

OLD BUSINESS

Joe Vuich from Neglia Engineering gave an overview of the three proposals that Mayor and Council asked Neglia Engineering to perform (attached are the proposals).

ENGINEER'S REPORT

Please see attached.

Councilman Rendo asked if there was any money available from the Education Foundation for field improvements.

Councilman Rendo also stated that there are issues with the bathroom facilities at Major Field. Women attending sporting events will not use the bathrooms. Mr. Rendo also stated that there should be bathroom facilities at Rinzler Field.

Councilman Bloom stated that Councilman Rendo had a very valid point.

MOTION to for the Neglia Engineering to further investigate their Proposals was made by Councilwoman Gadaleta, seconded by Councilwoman Abene and unanimously approved.

NEW BUSINESS

Presentation on Police Accreditation – led by Frank Covelli

A presentation was made by Frank Covelli from PIA regarding the Police Accreditation Program. Mr. Covelli stated that by being accredited, the police department would be defended if there was a claim to policy and procedure. Mr. Covelli also stated that this process takes 1 ½ years to complete.

Mr. Covelli further stated that the only drawback was the time it takes and the manpower to do the work. It is a matter of having a dedicated person to go through all the policies and procedures. Additionally, you need to renew every 3 years.

Mayor Goldsmith stated that he started looking into this in 2012 as part of Best Business Practices. Mayor Goldsmith also stated that this would be added coverage and will reduce insurance bills.

Mayor Goldsmith also that the Police Commissioners for having this go forward.

Councilwoman Abene asked how many municipalities in Bergen County were accredited. Mr. Covelli replied 7 and that 10 more were in the process.

Mayor Goldsmith asked what our next step is and how do we engage our Police Department.

Mr. Covelli replied that there needs to be a meeting with the Police Commissioners, Police Chief, Administrator and himself.

Councilman Belgiovine asked if there is a reduction in our premium.

Mr. Covelli replied that yes there is a discount on the bill as a line item.

Councilman Rosenblatt stated that they tried to implement this 3 years ago. He further stated that this is a large amount of extra labor from our police department. Councilman Rosenblatt believes that we should wait until the police have a contract.

Mayor Goldsmith commented that he had a list to the PBA a month ago and he has not heard back from them. Mayor Goldsmith asked that the Police Commissioners have a meeting with the Police Chief so that we can move forward with this.

Councilman Rosenblatt stated that he believes that moving forward with this now, before they have a contract, sends a wrong message.

Councilman Bloom stated that whoever does the work for this accreditation gets paid for doing it.

Councilman Belgiovine asked Mr. Covelli if he saw resistance in other police departments.

Mr. Covelli replied that some embrace it but that it will be more work for the police department.

Councilwoman Gadaleta asked how long this will take. Mr. Covelli replied 18 months.

Councilman Rendo stated that he would like to hear the opinion of the Police Chief.

Mayor Goldsmith suggested having a work session with the Police Chief.

It was agreed that the Police Commissioners would meet with the Police Chief and come back to the Council with their recommendation.

Introduction of Ordinance 14-02

Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A:4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% or the cost of living adjustment, whichever is less, unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, the cost of living adjustment for calendar year 2014 budgets is calculated at 0.5% pursuant to N.J.S.A. 40A:4-45.2; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Council of the Borough of Woodcliff Lake in the County of Bergen finds its advisable and necessary to increase its CY 2014 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Borough Council hereby determines that a 3.0% increase in the budget of said year, amount to \$263,051 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an

exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Woodcliff Lake, in the County of Bergen, a majority of the full authorized membership of this governing body affirmative concurring, that, in the 2014 budget year, the final appropriations of the Borough of Woodcliff Lake shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5%, amounting to \$306,893, and that the 2014 municipal budget for the Borough of Woodcliff Lake be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding year; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

ROLL CALL:

Introduction: Mrs. Abene

Second: Mr. Bloom

Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt

Nays: None

Abstain: None

Absent: None

PUBLIC COMMENT

MOTION to open to the public was made by Councilwoman Abene, seconded by Councilman Bloom and unanimously approved.

Lisa Yakomin, Woodcliff Lake, agreed with Councilman Rosenblatt regarding the police accreditation. Ms. Yakomin further stated that there might never be a good time, this is the worst possible time. Ms. Yakomin also stated that there are 68 municipalities, how come only 7 are accredited. Ms. Yakomin also wanted to know how many continue to renew.

Mayor Goldsmith asked why Chief Jannicelli was not present.

Councilman Rosenblatt replied because he was not asked. He believed we should engage in the Council's opinion first.

John Glaser, Woodcliff Lake, commented that he thought it would be helpful if we provide some type of listing of all projects on the website. He also asked if there are Goals and Objectives for Mayor and Council and further stated that we should adopt By-Laws.

Cindy Meek, State Department of Health, was interested if Woodcliff Lake would be adopting a Smoke-Free Ordinance. Councilman Rendo stated that it would be on the Agenda for Introduction at the April 22, 2014 meeting.

MOTION to close to the public was made by Councilwoman Abene, seconded by Councilman Belgiovine and approved by all.

CONSENT AGENDA

MOTION to approve the Consent Agenda was made by Councilman Rosenblatt, seconded by Councilwoman Gadaleta and unanimously approved.

CLOSED SESSION

MOTION to go into closed session was made by Councilwoman Abene, seconded by Councilman Bloom and approved by all.

Mayor Goldsmith stated that no action will be taken at the closed session. Therefore, we will not reopen to the public.

ADJOURNMENT

MOTION to adjourn was made by Councilwoman Gadaleta, seconded by Councilman Belgiovine and approved unanimously by voice call vote.

Meeting was adjourned at 11:00 PM.

Respectfully submitted,



Deborah Dakin
Acting Borough Clerk



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING PAYMENT OF PAYROLL & PAYMENT OF CLAIMS

April 7, 2014
Resolution No. 14-77

BE IT RESOLVED, that the following Payroll Disbursements made by the Treasurer since the last meeting are proper and hereby ratified and approved:

Payroll Released 3/31/2014 - \$173,685.81

BE IT FURTHER RESOLVED that the following current claims against the Borough for materials and services have been considered and are proper and hereby are approved for payment:

Current Fund:	\$ 149,301.80
Trust:	\$ 500.00
Capital:	\$ 10,665.00
Escrow:	\$ 29,515.39

ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

CERTIFICATION OF FUNDS

I, Harold Laufeld, Chief Financial Officer of the Borough of Woodcliff Lake, hereby duly certify that fund(s) are available for Payroll Disbursements and Payment of Claims.

Harold Laufeld
Chief Financial Officer

CERTIFICATION

I, Deborah Dakin, Acting Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING SALARY ADJUSTMENT FOR EMPLOYEES RECEIVING STATE MANDATED CERTIFICATION

RESOLUTION NO. 14-78

April 7, 2014

WHEREAS, Tonya Tardibuono has received certification from the State of New Jersey in recognition of her successful completion of the Certified Municipal Registrar Certification classes on December 9, 10, 11, 12 and 13; and

WHEREAS, Ms. Tardibuono has been appointed Deputy Registrar as of February 18, 2014; and

WHEREAS, the State of New Jersey mandates that a municipality must have a certified Deputy Registrar as well as a Registrar on staff; and

WHEREAS, this onetime salary adjustment of \$2,000.00 is in accordance with Borough past practice to employees who received their certifications that are required for the Borough and mandated by State of New Jersey; and

WHEREAS, this certification requires State Educational Credits be maintained in order to keep this license current;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Woodcliff Lake authorize this salary adjustment to Tonya Tardibuono for receiving her certification effective March 1, 2014.

ROLL CALL:

Introduction: Mr. Rosenblatt

Second: Mrs. Gadaleta

Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt

Nays: None

Abstain: None

Absent: None



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

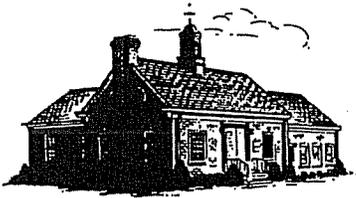
JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

CERTIFICATION

I, Deborah Dakin, Acting Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING THE MAYOR OF THE BOROUGH OF WOODCLIFF LAKE TO SIGN AGREEMENT BETWEEN THE BOROUGH OF WOODCLIFF LAKE AND NORTH JERSEY MEDIA GROUP

RESOLUTION NO. 14-79

April 7, 2014

WHEREAS, North Jersey Media Group, Inc. (NJMG) is a media company providing local news, information and services to the residents of northern New Jersey; and

WHEREAS, the Borough of Woodcliff Lake currently does not have a local newsletter for distribution among its residents; and

WHEREAS, the Borough of Woodcliff Lake is desirous of providing a local newsletter to its residents; and

WHEREAS, NJMG has agreed to design, produce, print and deliver a newsletter entitled "My Woodcliff Lake" (the "Publication") for the benefit of Woodcliff Lake residents; and

WHEREAS, NJMG has further agreed to provide the Publication to the residents of Woodcliff Lake at least four (4) times per calendar year; and

WHEREAS, the Borough of Woodcliff Lake has determined it is in the best interest of the Borough to provide a local newsletter to its residents.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake that the Mayor is authorized to execute a contract with North Jersey Media Group, Inc.

ROLL CALL:

Introduction: Mr. Rosenblatt
Second : Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None



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JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

CERTIFICATION

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of April 7, 2014.

Deborah Dakin

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

**RESOLUTION AUTHORIZING SURETY BOND RELEASE AND CASH BOND RELEASE
FOR PIONEER DEVELOPERS
ELLIS COURT AND ELLIS LANE, BLOCK 1905, LOTS 1.04, 1.05 and 1.06**

**RESOLUTION NO. 14-80
April 7, 2014**

WHEREAS, based upon observations during site inspections, the Borough Engineer takes no exception that the Performance Surety Bond be released in the amount of \$171,720.00 and the Cash Bond be released in the amount of \$19,101.64; and

WHEREAS, construction is complete and surrounding site improvements have been stabilized;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council authorize the release of the Performance Surety Bond and the release Cash Bond stated above.

ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None

CERTIFICATION

I, Deborah Dakin, Acting Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

**DEBORAH DAKIN
ACTING BOROUGH CLERK**



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING 2014 POOL AND TENNIS RATES

RESOLUTION NO. 14-81

April 7, 2014

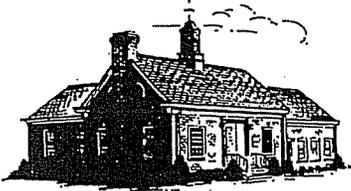
WHEREAS, the Mayor and Council have reviewed the membership rates for the 2014 Pool and Tennis Season; and

WHEREAS, the Mayor and Council have agreed to accept the pool rates as listed for the 2014 Pool and Tennis Season.

Family pool	\$ 375.00
Family tennis	\$ 75.00
Family pool and tennis	\$ 425.00
Family pool with nanny	\$ 500.00
Family pool and tennis with nanny	\$ 575.00
Fire and ambulance membership	\$ 150.00
Adult pool	\$ 200.00
Child pool	\$ 150.00
Senior citizen	\$ -0-
Adult tennis	\$ 50.00
Child tennis	\$ 30.00
Senior tennis	\$ -0-

Sponsored Memberships

Family pool (non-residential)	\$ 800.00
Family tennis (non-resident)	\$ 125.00
Family pool & tennis (non-resident)	\$ 925.00
Adult pool (non-resident)	\$ 350.00
Adult tennis (non-resident)	\$ 100.00
Child tennis (non-resident)	\$ 75.00



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201-391-4977
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Out of Town Residents (non-sponsorship needed)
Registration April 15, 2014 – June 1, 2014

Family (non-resident)	\$ 875.00 (limited to first 50 families)
Single (non-resident)	\$ 400.00 (limited to first 50 individuals)

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Woodcliff Lake authorize the 2014 Pool and Tennis Membership rates.

ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None

CERTIFICATION

I, Deborah Dakin, Acting Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

Emergency Temporary Budget Appropriation

201-391-4977
Fax 201-391-8830

Resolution No. 14-82

April 7, 2014

WHEREAS, an emergent condition has arisen with respect to various Appropriations listed below and no adequate provision has been made in the 2014 temporary appropriations for the aforesaid purpose, and N.J.S. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned, and

WHEREAS, said total emergency temporary resolutions adopted in the year 2014 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S. 40A:4-20) including this resolution total \$1,103,600 and

NOW, THEREFORE, BE IT RESOLVED (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S. 40A:4-20:

1. The following temporary appropriations be and the same are hereby made for:

Municipal Clerk – Salaries and Wages	\$ 10,000.00
Financial Administration – Salaries and Wages	20,000.00
Financial Administration – Other Expenses	7,000.00
Legal – Other Expenses	25,000.00
Engineering – Other Expenses	10,000.00
Workmen’s Compensation	80,000.00
Group Health Insurance	100,000.00
Police – Salaries and Wages	125,000.00
Police Dispatch	50,000.00
Fire Prevention – Salaries and Wages	10,000.00
Department of Public Works – Salaries and Wages	25,000.00
Buildings and Grounds – Other Expenses	20,000.00
Bergen County Utilities Authority	150,000.00
Gasoline	20,000.00
Public Employees Retirement System	63,745.00
Police and Firemen’s Retirement System	367,815.00
Social Security	20,040.00
Total	\$1,103,600.00

2. That said emergency temporary appropriations will be provided for in the 2014 budget under the various titles listed above.



BOROUGH OF WOODCLIFF LAKE

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JEFFREY R. GOLDSMITH, Mayor
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201-391-4977
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3. That one certified copy of this resolution be filed with the Director of Local Government Services.

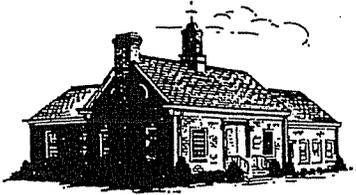
ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None

CERTIFICATION

I, Deborah Dakin, Acting Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



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JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

Resolution Authorizing Release of Escrow Balance

Resolution No. 14-83

April 7, 2014

WHEREAS, a request has been made for the release of the escrow balances with respect to the following in the Borough of Woodcliff Lake:

Testa
57 Indian Drive
Escrow release
\$608.75

DMR Construction
Ellis Court
Escrow release
\$30.96

WHEREAS, the Borough Construction Official has confirmed that all is satisfactory and has recommended that the escrow balances be released;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the recommendation of the above, the Mayor and Council does hereby authorize the release of the escrow balance in the amount of **\$639.71** in connection with the aforementioned.

ROLL CALL:

Introduction: Mr. Rosenblatt

Second: Mrs. Gadaleta

Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt

Nays: None

Abstain: None

Absent: None



BOROUGH OF WOODCLIFF LAKE

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JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

CERTIFICATION

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING A REFUND OF OVERPAYMENT OF TAXES

Resolution No. 14-84

April 7, 2014

WHEREAS, the property tax on the following parcel were overpaid by property owners;
and

WHEREAS, this has resulted in the overpayment of property tax on this parcel by
\$350.15; and

WHEREAS, the owners of the property listed have requested a refund of overpayment

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of
Woodcliff Lake, that the CFO be authorized to refund the overpayment of \$350.15 to the
owner listed below:

B/L	OWNER	AMOUNT	REASON
605/13	SCHULTZ, KAREN & EUGENE	350.15	OVERPAYMENT

PAYMENT MAILED TO:
SCHULTZ KAREN a& EUGENE
12 AVON PLACE
Woodcliff Lake, NJ 07677

ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None



BOROUGH OF WOODCLIFF LAKE

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JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

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CERTIFICATION

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DEBORAH DAKIN
ACTING BOROUGH CLERK



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JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION OF TAX SETTLEMENT – GRUNFELD V. BOROUGH OF WOODCLIFF LAKE

RESOLUTION NO. 14-85

April 7, 2014

WHEREAS, Sharon Grunfeld is the owner and taxpayer of property located at 8 Hunter Ridge, also known as Block 1207, Lot 4, Woodcliff Lake, New Jersey; and

WHEREAS, the taxpayer has filed a tax appeal for the year 2011 against the Borough of Woodcliff Lake in a matter entitled Sharon Grunfeld vs. Borough of Woodcliff Lake, which is presently pending in Tax Court; and

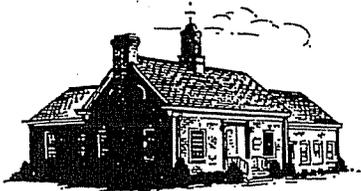
WHEREAS, it has been recommended by the Tax Appeal Attorney, the Borough Appraiser and the Borough Assessor that the matter be settled at this time, and that such settlement is in the best interest of the Borough;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Woodcliff Lake that the Tax Appeal attorney be and he is hereby authorized and directed to execute any and all documents necessary in order to finalize the settlement of litigation entitled Sharon Grunfeld vs. Borough of Woodcliff Lake, so that for tax year 2011, the assessment of \$1,305,800 will be reduced to \$1,100,000, resulting in a refund of \$4,604; and

BE IT FURTHER RESOLVED, that the aforesaid settlement is predicated upon a waiver of any and all pre-judgment interest by the taxpayer, as long as the refunds are paid within 60 days of the Tax Court Judgments.

ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo, Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

CERTIFICATION

201-391-4977
Fax 201-391-8830

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

INTRODUCTION OF 2014 BUDGET

Resolution No. 14-86

April 7, 2014

BE IT RESOLVED, that the following statement of revenues and appropriations attached hereto constitute the local Budget of the Borough of Woodcliff Lake, Bergen County, New Jersey for the year 2014.

BE IT FURTHER RESOLVED, that the said budget be published in the Record Newspaper in the issue of April 16, 2014 and that a hearing on the Budget will be held at the Municipal Building, 188 Pascack Road, Woodcliff Lake, New Jersey on May 5, 2014 at 8:00 PM or as soon thereafter as the matter may be reached.

ROLL CALL:

Introduction: Mr. Rosenblatt

Second: Mrs. Gadaleta

Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt

Nays: None

Abstain: None

Absent: None

CERTIFICATION

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING HOLDING OF CLOSED SESSION

Resolution No. 14-87

April 7, 2014

WHEREAS, the Mayor and Council of the Borough of Woodcliff Lake, pursuant to the provisions of N.J.S.A. 10:4-12(b), may meet in closed session; and

WHEREAS, the following is the subject matter to be discussed in closed session:

1. Litigation – Rizza Tort Claim Notice/Health Insurance
2. Employee Handbook/Personnel Manual

WHEREAS, these Minutes will be kept and once the matter involving the confidentiality of the aforementioned no longer requires that confidentiality, then the minutes can be made public.

NOW THEREFORE BE IT RESOLVED that formal action may be taken at the Meeting.

ROLL CALL:

Introduction: Mr. Rosenblatt

Second: Mrs. Gadaleta

Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt

Nays: None

Abstain: None

Absent: None



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

CERTIFICATION

I, Deborah Dakin, Acting Municipal Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Mayor and Council at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

RESOLUTION APPROVING CHANGE ORDER NUMBER 1 OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION

201-391-4977
Fax 201-391-8830

RESOLUTION NO. 14-88

April 7, 2014

WHEREAS, the Borough of Woodcliff Lake previously received a grant from the New Jersey Department of Transportation ("NJDOT") to pay for a portion of the street resurfacing program known as 2011 Pascack Valley Cooperative Road Improvement Program (the "Project"); and

WHEREAS, the Borough has received Change Order Number 1 of the NJDOT which increases the total cost of the Project by the sum of \$27,867.25 as a result of actual curb work performed as part of the Project; and

WHEREAS, the Borough has determined it is necessary and in the best interests of the Borough to approve Change Order Number 1 of the NJDOT.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Woodcliff Lake that Change Order Number 1 of the NJDOT shall be and is hereby approved and the Borough Administrator shall be and is hereby authorized to execute Change Order Number 1 of the NJDOT.

CERTIFICATION

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

RESOLUTION AUTHORIZING THE BOROUGH ADMINISTRATOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE BOROUGH AND THOR GUARD, INC. PROVIDING FOR THE PURCHASE BY THE BOROUGH OF A LIGHTNING DETECTION SYSTEM FROM THOR GUARD, INC., AND THE INSTALLATION OF, AND THE PROVIDING OF NECESSARY OPERATIONAL TRAINING TO THE BOROUGH FOR, THAT LIGHTNING DETECTION SYSTEM BY THOR GUARD, INC.

**RESOLUTION NO. 14-89
April 7, 2014**

WHEREAS, lightning strikes can cause significant damage both to life and property; and

WHEREAS, the Borough's current lightning detection system is failing in its ability to provide a meaningful advance detection of lightning strikes as it is currently providing minimal advance notice which is insufficient to provide any benefit to the Borough and its residents; and

WHEREAS, the method of detecting future lightning strikes through the monitoring and analysis of the changes and shifts of the earth's electrostatic atmosphere results in significant advance warning of lightning strikes; and

WHEREAS, the Borough has identified a need for an updated lightning detection system and has determined that a system that detects future lightning strikes through the monitoring and analysis of the earth's electrostatic atmosphere will provide the greatest level of safety and protection to the Borough and its residents; and

WHEREAS, the Borough has determined that Thor Guard, Inc. is the sole manufacturer of a lightning detection system based upon the monitoring and analysis of changes and shifts of the earth's electrostatic atmosphere; and

WHEREAS, Thor Guard, Inc. has presented the Borough with a written quote dated March 20, 2014 for the sale and installation of a lightning detection warning system, as well as for the providing of necessary operational training for that system to the Borough, in the sum of \$21,795.00; and

WHEREAS, the written quote presented by Thor Guard, Inc. meets all of the Borough's specifications and needs with respect to a lightning detection and warning system; and



BOROUGH OF WOODCLIFF LAKE

188 PASCACK ROAD, P.O. BOX 8619, WOODCLIFF LAKE, NEW JERSEY 07677

JEFFREY R. GOLDSMITH, Mayor
THOMAS RICHARDS, Borough Administrator

201-391-4977
Fax 201-391-8830

WHEREAS, the Borough's Qualified Purchasing Agent has certified there are sufficient funds in the Borough's budget to pay for the purchase and installation of the lightning detection and warning system, and for the providing of necessary operational training to the Borough for that system, as presented in the written quote of Thor Guard, Inc. dated March 20, 2014 submitted to the Borough; and

WHEREAS, the Borough has determined it is in the best interests of the Borough to purchase the Thor Guard, Inc. lightning detection and warning system.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Woodcliff Lake hereby authorize the Borough Administrator to execute an agreement by and between the Borough and Thor Guard, Inc. for the purchase of the lightning detection system by the Borough from Thor Guard, Inc., and for the providing of installation and operational training of the lightning detection system being provided by Thor Guard, Inc. to the Borough, pursuant to the terms of the written quote of Thor Guard, Inc. dated March 20, 2014 and the Borough Administrator shall be and is hereby further authorized to make payment to Thor Guard, Inc. pursuant to that agreement in an amount not to exceed the sum of \$21,795.00 with that sum being funded by and paid out of capital.

ROLL CALL:

Introduction: Mr. Rosenblatt
Second: Mrs. Gadaleta
Ayes: Mrs. Abene, Mr. Belgiovine, Mr. Bloom, Mrs. Gadaleta, Mr. Rendo,
Mr. Rosenblatt
Nays: None
Abstain: None
Absent: None

CERTIFICATION

I, Deborah Dakin, Acting Clerk of the Borough of Woodcliff Lake in the County of Bergen and the State of New Jersey, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting of April 7, 2014.

DEBORAH DAKIN
ACTING BOROUGH CLERK



MEMORANDUM

TO: The Honorable Mayor and Council
FROM: Michael J. Neglia, PE, PP, PLS and Joseph R. Vuich
DATE: April 7, 2014
RE: Status of Active Projects in the Borough of Woodcliff Lake

Joseph E. Neglia, PE, PP, PLS
CEO, Chairman of the Board

Michael J. Neglia, PE, PP, PLS
President

Gregory Potyniak, PE, PP

Michael F. Bertiner

Thomas R. Solfaro, PE, CME

Daniel Kaufman, PE, PP

Brian Intindola, PE

Joann Signa

Civil Engineering

Municipal Engineering

Landscape Architecture

Traffic Engineering

Planning

Land Surveying

Construction Management

34 Park Avenue

PO Box 426

Lyndhurst, NJ 07071

Tel: 201.939.8805

Fax: 201.939.0846

www.negliaengineering.com

Our file: **WDLAMUN13.010**
Project: **2013 Road Improvement Project**
Start Date: **September 6, 2013**
End Date: **October 25, 2013**
Appropriation: **\$1,393,892.50**
Contract: **\$946,688.65**
Budget Status: **\$838,141.94 (including final payment to D&L Paving)**

On July 15th the Borough of Woodcliff Lake awarded lowest bidder D&L Paving Contractors, Inc. its portion of the Cooperative contract in an amount not to exceed Nine Hundred Forty-Six Thousand Six Hundred Eighty-Eight Dollars and Sixty-Five Cents (\$946,688.65).

On September 6th construction of concrete curbs began after a two-week effort to identify and confirm all marked out concrete curb repairs with the Department of Public Works. Throughout construction coordination was maintained with DPW to evaluate repairs requested by residents on a case by case basis to ensure construction costs remained within the original project scope.

On October 10th the Contractor began milling operations. Resurfacing was scheduled in the following prioritized order; Old Farms Road, Shield Drive, Sycamore Drive, Maria Road, Ginny Drive, Fox Hollow Court, Fairview Avenue, Heritage Court, West Hill Road, Claire Circle, Burlington Place, Emery Lane, Anderson Court, Amy Court, Michael Street. Milling operations were completed on Monday, October 21st.

Paving operations began on October 16th at Old Farms Road and were completed at Michael Street on October 25th.

Voucher N^o 1 (\$789,521.01) was submitted to the Borough on November 19th along with Change Order N^o 1, which was a 2.84% decrease in the project (\$-26,871.93).

Voucher N^o 2 (\$32,728.57) was submitted to the Borough on January 24th along with Change Order N^o 2, which was a 1.20% increase in the project (\$11,329.08).

Voucher N^o 3 & Final (\$15,892.36) and Change Order N^o 3 & Final are currently being processed for closeout of this project in April.



Borough Engineer's Report

April 7, 2014

Page 2 of 6

Our file: WDLAMUN13.011
Project: 77 Brookview Drive Drainage Repairs
Start Date: To Be Determined
End Date: To Be Determined
Budget Cost: \$107,000.00
Budget Status: To Be Determined

On February 1, 2013 a site visit was performed at the above referenced address in response to a resident complaint and to evaluate damage that occurred to a drainage outfall that is apparently owned by the Borough. The site visit was performed with former Borough Administrator, Wolfgang Albrecht, and David Antoine, Superintendent of Public Works, and this office. In response, NEA developed a preliminary estimate of the repair work to be as follows:

- Construction (head wall and repair)	\$ 75,000.00
- Engineering and permitting	<u>\$ 20,000.00</u>
	\$ 95,000.00
- If NJDEP requires a stream study add	<u>\$ 12,000.00</u>
	\$107,000.00

On March 11, 2013 a second site visit was performed with Park Ridge Water and Sewer representatives William Beattie, Director of Operations, and William Hahn, General Supervisor. This meeting was held on-site to discuss the potential reductions in engineering and permitting costs for both entities by coordinating a joint project. Park Ridge Water and Sewer was supportive of this proposal as both sides indicated that the close proximity of the damaged outfall and exposed utility crossing will, at minimum, require the coordination of design drawings as not to adversely affect the adjacent repair.

On May 15, 2013 an on-site meeting was held with the homeowner Peter Goldsmith, former Borough Administrator Wolfgang Albrecht, and Joseph Vuich of our office. The project status was discussed and the property owner was notified that the Borough has made proper appropriations in the FY2013 municipal budget to address this issue in conjunction with Park Ridge Water and Sewer's utility repair.

Further coordination with Park Ridge Water and Sewer is being made to discuss project scheduling as well as joint bidding. However, Park Ridge Water and Sewer has indicated that their appropriation of funds for this project would have to be evaluated during development of their FY2014 budget.



Borough Engineer's Report
April 7, 2014
Page 3 of 6

Our file: **WDLAMUN13.016**
Project: **Woodcrest Drive Cul-de-sac Drainage Issue**
Start Date: **To be Determined**
End Date: **To be Determined**
Budget Cost: **To be Determined**
Budget Status: **To be Determined**

Two separate drainage issues exist at this location;

1. Property maintenance issues with respect to erosion of the existing stream bank.
2. Flooding of the Woodcrest Drive cul-de-sac and front yards of aforementioned properties during large rainfall events.

In regards to property maintenance, both properties abutting the stream are experiencing erosion of the existing stream bank. The most significant erosion takes place at the property north of Woodcrest Drive cul-de-sac. The residents at this property have enlisted the services of a professional engineer to design, permit, and install a retaining wall along the stream bank stabilize their side yard, minimizing its further impact on their property. The residents at the property south of Woodcrest Drive cul-de-sac are experiencing minor erosion of the stream bank. Their property also includes a large low-lying area adjacent to the stream, which commonly floods and remains saturated for extended periods of time.

The second issue is due to the inability of the Woodcrest Drive storm drain network to discharge freely to the stream. The existing outfall for this network discharges at the elevation of the streambed with little or no slope on the pipe. Although this stream does run dry at times, it commonly flows at a depth great enough to fully submerge the outfall during large storm events. As such, the Woodcrest Drive network is unable to discharge freely to the stream without first backing up to an elevation great enough to create the hydraulic pressure required to force water through the discharge pipe. The catch basin upstream of the outfall is less than 2 feet deep, providing little storage within the network before overflowing into the streets causing the cul-de-sac to flood. During large rainfall events this catch basin overflows immediately and floods the entire cul-de-sac to a great extent.

Minor relief of flooding may be attained through dredging operations and normalization of the stream bed and bank performed under an NJDEP permit in combination with reconfiguration of the existing storm drain network outfall. Preliminary scoping by our office estimated survey, engineering, and permitting fees in excess of \$30,000.

NEA is currently coordinating with the Borough to research alternative measures of flood relief which may provide a more cost effective solution to this issue.



Borough Engineer's Report
April 7, 2014
Page 4 of 6

Our file: **WDLAADM13.001**
Project: Private Pond at 14 Saddle River Road
Start Date: To Be Determined
End Date: To Be Determined
Budget Cost: To Be Determined
Budget Status: To Be Determined

Due to a complaint from a number of residents about the private pond at 14 Saddle River Road, the Bergen County Mosquito Commission recently investigated an infestation of mosquitos. They expressed to the Construction Code Official that the situation will become exacerbated as the pond continues to fill up with debris and silt.

On September 23rd a meeting was held on-site with the resident and Construction Code Official to observe the existing conditions. A spillway resides within the County right-of-way and discharges through a culvert under Saddle River Road and directly into Musquapsink Brook. This spillway is operational and in fair condition. The resident and Construction Code Official noted that 15 years ago this pond was approximately 15 feet deep. They also noted that over time the earthen dam separating the upper and lower ponds had eroded significantly, thereby significantly degrading the water quality in the lower pond through the transport of sediments. These sediments were observed in the lower pond at a depth no greater than 5 feet, indicating significant loss of storage within the lower pond since failure of the earthen dam.

Review of the Borough Tax Map indicated that both the upper and lower ponds reside on private property. The lower pond resides within Block 805, Lots 1.01, 1.02, 2, and 7. The upper pond resides within Block 804 Lot 4 and Block 805 Lot 1.02. The failed earthen dam, associated concrete spillway and stone-lined channel resides between Block 805 Lots 1.02 and 1.03.

Our cursory review indicates this is a private issue between property owners in regards to the maintenance of the pond and associated outlet control structure. It is suggested that a review of any prior developer's agreements and deed records for the above referenced properties be made by the Borough Attorney to ensure that at no point prior had title to the earthen dam and associated concrete spillway been transferred into the possession of the Borough.

On January 16th the Construction Code Official, Nick Saluzzi, informed our office that a resident whose property is adjacent to the pond has been in contact with the Bergen County Mosquito Commission regarding assistance with dredging. The Commission indicated to this resident that they are able to perform the dredging if the Borough and/or residents obtain the necessary permits from NJDEP. Our office has assessed the level of effort required for surveying and permitting of this activity and, as per our original cursory review, have concluded this to be a private issue which falls under the responsibility of the property owners.



Borough Engineer's Report
April 7, 2014
Page 5 of 6

Our file: WDLAMUN13.017
Project: Old Mill Recreation Complex Improvements (Bleachers & Walkway)
Start Date: To Be Determined
End Date: May 31, 2014
Budget Cost: To Be Determined
Budget Status: Bids Currently Under Review

The Borough of Woodcliff Lake has received a grant from the Bergen County Open Space Trust Fund for improvements at the Old Mill Recreation Complex. This grant is in the amount of \$20,525 with an anticipated match by the Borough's Open Space Fund and contributions from the Woodcliff Lake Baseball Association. The Borough was also recently granted a 6-month extension from Bergen County to complete the above-referenced park improvement project. The County will require completion of this project by the end of May, 2014 in order to maintain award of Open Space Grant Funding.

The original scope of improvements to this recreation complex included replacement of the existing dilapidated bleachers with ADA-compliant units, widening and improving the existing walkway for ADA accessibility, and replacing the existing retaining wall at the Baseball Field.

On November 7th Neglia Engineering Associates was authorized by Mayor and Council for the Survey, Design, and Bidding of this project. In early December a meeting was held on-site with the Borough Administrator and Woodcliff Lake Baseball Association to discuss the vision of the project and review specific design components.

Throughout January and early February follow-up meetings were held with the Borough Administrator and Woodcliff Lake Baseball Association to review the preliminary design. Discussion included the potential of expanding the project scope to replace the bleacher unit with a cast in place stadium seating layout, construct expanded dugout areas and make significant grading and drainage improvements to the area behind the backstop. After discussion with the Borough Administrator and Council representatives of the Recreation Department, it was determined that the project scope would only be modified to include the cast in place stadium seating and development of a perspective rendering for the annual Woodcliff Lake Baseball Association fundraiser. A supplemental design proposal for this out of scope effort has been provided to the Council.

A resolution authorizing advertisement for bids for this project was approved by the Council at the January 23rd meeting. The final plans and specifications were developed throughout February and the bid package was made available to contractors as of Tuesday February 25th. An addendum to the bid package was distributed to Contractors on Monday March 3rd. The Bid Opening was held on March 13th at 10:00am at Borough Hall. The apparent low bidder is CMS Construction of Newark, NJ with a total bid of \$122,145.00.



Borough Engineer's Report

April 7, 2014

Page 6 of 6

Our file: WDLAMUN13.017 (Continued)
Project: Old Mill Recreation Complex Improvements (Bleachers & Walkway)

Following the Bid Opening, concerns arose that the pricing of the stadium seating installation may have been inflated due to the particular constraints imposed on this project. Of concern was the saturated soil conditions after a long winter, the limited site access and work hours due to Little League being in-season, as well as the May 31st project completion deadline.

NEA is currently working with the Borough Administrator to review the possibility of a project extension from Bergen County Open Space in order to re-bid the project to obtain better pricing and schedule construction immediately following the end of the Little League season.

Our file: WDLAMUN13.014
Project: Woodcliff Lake Dam Improvements
Start Date: September, 2013
End Date: Fall of 2015
Budget Cost: To Be Determined
Budget Status: To Be Determined

United Water will be undertaking an improvement project at Woodcliff Lake Dam. As part of this project the Borough hopes to see all utilities along Church Road placed underground as to eliminate the unappealing utilities that are observed while traversing the reservoir.

On August 9th a meeting was held at Borough Hall with United Water, PSE&G, and United Water's design engineers to discuss the potential of utility relocation along Church Road as well as the anticipated construction schedule. The Borough and NEA continue to coordinate with United Water in an effort to develop an alternative dam and causeway design that will accommodate underground utilities along Church Road.

Sincerely,
Neglia Engineering Associates

A handwritten signature in black ink that reads "Michael J. Neglia".

Michael J. Neglia, PE, PLS, PP
Borough Engineer
Borough of Woodcliff Lake

Sincerely,
Neglia Engineering Associates

A handwritten signature in black ink that reads "Joseph R. Vuich".

Joseph R. Vuich
For the Borough Engineer
Borough of Woodcliff Lake



Joseph E. Neglia, PE, PP, PLS
CEO, Chairman of the Board

Michael J. Neglia, PE, PP, PLS
President

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Civil Engineering

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Land Surveying

Construction Management

34 Park Avenue

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Lyndhurst, NJ 07071

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www.negliaengineering.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: March 14, 2014

TO: Mayor and Council
188 Pascack Road
Woodcliff Lake, New Jersey 07677

FROM: Michael J. Neglia, P.E., P.P., P.L.S. – Borough Engineer

RE: **Proposal for Preliminary Engineering Evaluation and Estimate for the DPW Facility Relocation Project [Block 903 ~ Lot 1] Borough of Woodcliff Lake, Bergen County, New Jersey NEA Project No.: WDLAMUN14.010 (PENDING)**

Neglia Engineering Associates (NEA) has received a request to provide Engineering Services for the preliminary engineering evaluation and estimate of the above referenced project.

Description of Services:

See enclosed Scope of Services.

Requested By: Mayor and Council

Date of Request: February 24, 2014

This agreement, when approved by **The Borough of Woodcliff Lake**, will be completed on a lump sum basis for a cost of **Three Thousand Eight Hundred and Fifty Dollars (\$3,850.00)** representing Engineering Services for the above referenced project. This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and General 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.

I. PROJECT BACKGROUND

The Department of Public Works (DPW) facility is located within the Old Mill Municipal Complex and is situated at the end of Old Mill Road to the west of the Old Mill Pond Pool in the Borough of Woodcliff Lake, NJ. The Old Mill Municipal Complex consists of three baseball fields (Major, Lockwood and Rinzler), six tennis courts, the Old Mill Pond Pool, the Senior Center, and the Department of Public Works (DPW) facility. The DPW facility and the Old Mill Pond Pool share parking spaces when the two facilities are concurrently open; this causes increased congestion and inadequate parking during these high volume peak hours of operation.



Neglia Engineering Associates was asked to prepare a proposal to provide engineering services in regards to relocating the DPW facility to a remote municipal owned property located on Werimus Road approximately one-half mile south of the existing location. After becoming familiar with the project and the alternate location, we feel that it is in the best interest of the municipality to provide two separate proposals for your authorization to proceed. The first proposal, this contract, will consist of the preliminary evaluation services and an engineer's estimate of the site selected for the relocation of the DPW facility as this office will prepare a memorandum and preliminary sketch of our findings for review. The second proposal, to be provided after the completion of services outlined in the first proposal, will consist of professional engineering and surveying services that will include a detailed survey, conceptual site plan, final site plan drawings and engineer's estimate, construction documents, permitting and anticipated bidding services will be submitted under separate cover for authorization to proceed.

II. SCOPE OF SERVICES

A. Engineering Services:

Neglia Engineering Associates will provide the following engineering services:

1. Engineering Evaluation

Perform initial project coordination services with the Borough, Baseball Association, Parks and Recreation Department, and the Department of Public Works (DPW). Hold one coordination meeting, on-site or at Borough Hall, to select the alternate location of the DPW facility, to coordinate required items needed at the new location, discuss the future of the existing DPW facility and Old Mill Pool parking area, and address other project related items to determine the future scope of the project.

Perform a review of on-site development restrictions, such as tax maps, zone map, flood map(s), ordinances, etc., and gather site specific data, such as anticipated permits, site visit(s), Borough maps/plans, etc., and provide the Borough with a developmental envelope for the proposed improvements.

Provide the Borough with a preliminary site plan sketch for review that is based on the initial project coordination meeting and evaluation efforts completed.

2. Engineering Estimate

Provide a preliminary engineer's estimate based on the preliminary site plan sketch mentioned above and as agreed to during the initial project coordination meeting.

3. Reimbursable Expenses

Reimbursable expenses will be required for this project. They include, but are not limited to, reproductions, express mailings, mileage, tolls, and courier services in association with the above Scope of Services. We have estimated reimbursable expenses which are included in the budget for this project. All additional expenses exceeding the original budget listed within this proposal will be invoiced in accordance with our attached schedule of fees without further authorization required.



III. DELIVERABLES

Neglia Engineering Associates will provide a preliminary site plan sketch representing the anticipated project site layout, as agreed to during the initial project coordination meeting, and also provide a preliminary engineer's estimate.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to initiate services upon receipt of a signed and sealed copy of an Award of Resolution. We anticipate completion of the indicated scope of services within three weeks of initiating services. These time frames are dependent upon cooperation from the Borough, Baseball Association, Parks and Recreation Department, the Department of Public Works (DPW) and involved department heads and/or personnel.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. Neglia Engineering Associates will perform the work as indicated in the above Scope of Services on a Lump Sum basis upon receipt of a signed and sealed copy of an Award of Resolution.

II. A. – Engineering Services:

Engineering Evaluation	\$3,200
Engineering Estimate	\$ 550#
Reimbursable Expenses	\$ 100+
Total	\$3,850#

- # Neglia Engineering Associates has included specific meeting time within the scope of services and budget of this proposal. All meetings not specifically listed within this proposal will be invoiced in accordance with our attached schedule of fees and will be in addition to the lump sum shown on page one of this proposal without further authorization required.
- + Neglia Engineering Associates has included specific reimbursable expenses within the scope and budget of this proposal. All additional expenses exceeding the original budget listed within this proposal will be invoiced in accordance with our attached schedule of fees and will be in addition to the lump sum shown on page one of this proposal without further authorization required. Please be aware that detailed invoices for reimbursable expenses will be provided upon request. All filing, review, processing, application, etc. fees will be provided by your office.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design services other than those services mentioned in the above Scope of Services. 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 an ALTA survey, boundary, planimetric, or utility survey, GPS, preconstruction survey, setting of monuments or property corner markers, and off-site survey services, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation, or permitting unless otherwise included within the Scope of Services section of this proposal.



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(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.

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Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

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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.

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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.



STANDARD 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. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.



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

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

Very truly yours,
Neglia Engineering Associates

Michael J. Neglia, P.E., P.P., P.L.S.
Borough Engineer
Borough of Woodcliff Lake

Very truly yours,
Neglia Engineering Associates

Salvatore C. Cambria, P.E.
For the Borough Engineer
Borough of Woodcliff Lake

Attachments

Municipal Rates: 2014
Project Budget Worksheet

Accepted this _____ day of _____ 2014 (OR RETURN RESOLUTION OF APPROVAL)

By: _____

Title: _____



**NEGLIA ENGINEERING ASSOCIATES
2014 MUNICIPAL
HOURLY BILLING RATES**

PRINCIPAL	\$165.00
PRINCIPAL ENGINEER / PRINCIPAL MANAGER	\$155.00
DIRECTOR/SENIOR PROJECT MANAGER	\$150.00
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$145.00
SENIOR ENGINEER	\$140.00
DESIGN ENGINEER	\$105.00
ENGINEERING ASSISTANT	\$ 85.00
PROFESSIONAL PLANNER	\$150.00
PROFESSIONAL LANDSCAPE ARCHITECT	\$120.00
LANDSCAPE DESIGN	\$ 95.00
COMPUTER AIDED DESIGNER	\$ 85.00
CONSTRUCTION MGMT / PROJECT COORDINATOR	\$115.00
TECHNICAL OBSERVATION LEVEL 1	\$ 95.00
TECHNICAL OBSERVATION LEVEL 2	\$ 90.00
PRINCIPAL SURVEYOR	\$150.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$145.00
SURVEY ANALYST	\$125.00
3 MAN SURVEY CREW	\$190.00
2 MAN SURVEY CREW	\$155.00
1 MAN SURVEY CREW (GPS)	\$135.00
CERTIFIED WETLAND DELINEATOR	\$140.00
LICENSED COLLECTION SYSTEM OPERATOR	\$115.00
REIMBURSABLE EXPENSES	
PAPER PRINTS (All Sizes)	\$ 2.00/sheet
MYLARS	\$15.00/sheet
COLOR PRINTS	\$53.00/sheet
PHOTOCOPIES (Black & White)	\$.15/page
PHOTOCOPIES (Color)	\$.25/page
MILEAGE	\$.55/mile
SUB-CONSULTANTS	10% administrative fee

Rates Effective January 01, 2014



Joseph E. Neglia, PE, PP, PLS
CEO, Chairman of the Board

Michael J. Neglia, PE, PP, PLS
President

Gregory Polymtak, PE, PP

Michael F. Bertiner

Thomas R. Solfaro, PE, CME

Daniel Kaufman, PE, PP

Brian Intindola, PE

Joann Signa

Civil Engineering

Municipal Engineering

Landscape Architecture

Traffic Engineering

Planning

Land Surveying

Construction Management

34 Park Avenue

PO Box 426

Lyndhurst, NJ 07071

Tel: 201.939.8805

Fax: 201.939.0846

www.negliaengineering.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: March 14, 2014

TO: Mayor and Council
188 Pascack Road
Woodcliff Lake, New Jersey 07677

FROM: Michael J. Neglia, P.E., P.P., P.L.S. – Borough Engineer

RE: **Proposal for Preliminary Engineering Evaluation and Estimate for The Rinzler Field and Tennis Court Improvement Project [Block 1401 ~ Lot 5] Borough of Woodcliff Lake, Bergen County, New Jersey NEA Project No.: WDLAMUN14.012 (PENDING)**

Neglia Engineering Associates (NEA) has received a request to provide Engineering Services for the preliminary engineering evaluation and estimate of the above referenced project.

Description of Services:

See enclosed Scope of Services.

Requested By: **Mayor and Council**

Date of Request: **February 24, 2014**

This agreement, when approved by **The Borough of Woodcliff Lake**, will be completed on a lump sum basis for a cost of **Three Thousand Two Hundred and Fifty Dollars (\$3,250.00)** representing Engineering Services for the above referenced project. This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and General 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.

I. PROJECT BACKGROUND

The Rinzler Field and Tennis Court Improvement Project is located within the Old Mill Municipal Complex (complex) situated to the south of Major Field in the Borough of Woodcliff Lake, NJ. The complex consists of three baseball fields (Major, Lockwood and Rinzler), six tennis courts, the Old Mill Pond Pool, the Senior Center, and the Department of Public Works (DPW) facility. The complex is open to Borough residents and is maintained by the DPW.



Neglia Engineering Associates was asked to prepare a proposal to provide engineering services in regards to improving the tennis courts as well as making Rinzler Field and the tennis courts more accessible to Borough residents and aesthetically appealing. We feel that it is in the best interest of the municipality to provide two separate proposals for your authorization to proceed. The first proposal, this contract, will consist of the preliminary evaluation services and an engineer's estimate to determine what accessible and aesthetic improvements, such as parking areas, pathways, lighting, landscaping, etc., are being considered for this office to prepare a memorandum and preliminary sketch of our findings for review. The second proposal, to be provided after the completion of services outlined in the first proposal, will consist of professional engineering and surveying services that will include a detailed survey, conceptual site plan, final site plan drawings and engineer's estimate, construction documents, permitting and anticipated bidding services will be submitted under separate cover for authorization to proceed.

II. SCOPE OF SERVICES

A. Engineering Services:

Neglia Engineering Associates will provide the following engineering services:

1. Engineering Evaluation

Perform initial project coordination services with the Borough, Baseball Association, and the Parks and Recreation Department. Hold one coordination meeting, on-site or at Borough Hall, to discuss what accessible and aesthetic improvements are being considered and to address other project related items to determine the scope of the overall project.

Perform a review of on-site development restrictions, such as tax maps, zone map, flood map(s), ordinances, etc., and gather site specific data, such as anticipated permits, site visit(s), Borough maps/plans, etc., and provide the Borough with a developmental envelope for the proposed improvements.

Provide the Borough with a preliminary site plan sketch for review that is based on the initial project coordination meeting and evaluation efforts completed.

2. Engineering Estimate

Provide a preliminary engineer's estimate based on the preliminary site plan sketch mentioned above and as agreed to during the initial project coordination meeting.

3. Reimbursable Expenses

Reimbursable expenses will be required for this project. They include, but are not limited to, reproductions, express mailings, mileage, tolls, and courier services in association with the above Scope of Services. We have estimated reimbursable expenses which are included in the budget for this project. All additional expenses exceeding the original budget listed within this proposal will be invoiced in accordance with our attached schedule of fees without further authorization required.



III. DELIVERABLES

Neglia Engineering Associates will provide a preliminary site plan sketch representing the anticipated project site layout, as agreed to during the initial project coordination meeting, and also provide a preliminary engineer's estimate.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to initiate services upon receipt of a signed and sealed copy of an Award of Resolution. We anticipate completion of the indicated scope of services within three weeks of initiating services. These time frames are dependent upon cooperation from the Borough, Board of Education, Baseball Association, and the Parks and Recreation Department and involved department heads and/or personnel.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. Neglia Engineering Associates will perform the work as indicated in the above Scope of Services on a Lump Sum basis upon receipt of a signed and sealed copy of an Award of Resolution.

II. A. – Engineering Services:

Engineering Evaluation	\$2,600
Engineering Estimate	\$ 550#
Reimbursable Expenses	\$ 100+
Total	\$3,250#

Neglia Engineering Associates has included specific meeting time within the scope of services and budget of this proposal. All meetings not specifically listed within this proposal will be invoiced in accordance with our attached schedule of fees and will be in addition to the lump sum shown on page one of this proposal without further authorization required.

+ Neglia Engineering Associates has included specific reimbursable expenses within the scope and budget of this proposal. All additional expenses exceeding the original budget listed within this proposal will be invoiced in accordance with our attached schedule of fees and will be in addition to the lump sum shown on page one of this proposal without further authorization required. Please be aware that detailed invoices for reimbursable expenses will be provided upon request. All filing, review, processing, application, etc. fees will be provided by your office.

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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.



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

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

Very truly yours,
Neglia Engineering Associates

Michael J. Neglia, P.E., P.P., P.L.S.
Borough Engineer
Borough of Woodcliff Lake

Very truly yours,
Neglia Engineering Associates

Salvatore C. Cambria, P.E.
For the Borough Engineer
Borough of Woodcliff Lake

Attachments

Municipal Rates: 2014
Project Budget Worksheet

Accepted this _____ day of _____ 2014 (OR RETURN RESOLUTION OF APPROVAL)

By: _____

Title: _____



**NEGLIA ENGINEERING ASSOCIATES
2014 MUNICIPAL
HOURLY BILLING RATES**

PRINCIPAL	\$165.00
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PHOTOCOPIES (Black & White)	\$.15/page
PHOTOCOPIES (Color)	\$.25/page
MILEAGE	\$.55/mile
SUB-CONSULTANTS	10% administrative fee

Rates Effective January 01, 2014



Joseph E. Neglia, PE, PP, PLS
CEO, Chairman of the Board

Michael J. Neglia, PE, PP, PLS
President

Gregory Polyniak, PE, PP

Michael F. Bertiner

Thomas R. Solfaro, PE, CME

Daniel Kaufman, PE, PP

Brian Intindola, PE

Joann Signa

Civil Engineering

Municipal Engineering

Landscape Architecture

Traffic Engineering

Planning

Land Surveying

Construction Management

34 Park Avenue

PO Box 426

Lyndhurst, NJ 07071

Tel: 201.939.8805

Fax: 201.939.0846

www.negliaengineering.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: March 14, 2014

TO: Mayor and Council
188 Pascack Road
Woodcliff Lake, New Jersey 07677

FROM: Michael J. Neglia, P.E., P.P., P.L.S. – Borough Engineer

RE: **Proposal for Preliminary Engineering Evaluation and Estimate for the Learning Lane Sports Field Improvement Project [Block 1504 ~ Lot 13] Borough of Woodcliff Lake, Bergen County, New Jersey NEA Project No.: WDLAMUN14.011 (PENDING)**

Neglia Engineering Associates (NEA) has received a request to provide Engineering Services for the preliminary engineering evaluation and estimate of the above referenced project.

Description of Services:

See enclosed Scope of Services.

Requested By: **Mayor and Council**

Date of Request: **February 24, 2014**

This agreement, when approved by **The Borough of Woodcliff Lake**, will be completed on a lump sum basis for a cost of **Three Thousand Two Hundred and Fifty Dollars (\$3,250.00)** representing Engineering Services for the above referenced project. This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and General 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.

I. PROJECT BACKGROUND

The Learning Lane Sports Field Complex is located on Learning Lane between the Woodcliff Lake Middle School and Dorchester Elementary School in the Borough of Woodcliff Lake, NJ. The complex consists of one basketball court, one baseball field, two combined baseball and softball fields, outfield areas designated for soccer fields, and parking spaces along the west side of Learning Lane and three parking lots. These fields are open to residents and are maintained by the Board of Education and the Department of Public Works (DPW).



Neglia Engineering Associates was asked to prepare a proposal to provide engineering services in regards to improving the fields, field layout and parking layout along Learning Lane. We feel that it is in the best interest of the municipality to provide two separate proposals for your authorization to proceed. The first proposal, this contract, will consist of the preliminary evaluation services and an engineer's estimate to determine what fields and parking areas will be improved and repositioned as this office will prepare a memorandum and preliminary sketch with our findings for review. The second proposal, to be provided after the completion of services outlined in the first proposal, will consist of professional engineering and surveying services that will include a detailed survey, conceptual site plan, final site plan drawings and engineer's estimate, construction documents, permitting and anticipated bidding services will be submitted under separate cover for authorization to proceed.

II. SCOPE OF SERVICES

A. Engineering Services:

Neglia Engineering Associates will provide the following engineering services:

1. Engineering Evaluation

Perform initial project coordination services with the Borough, Board of Education, Baseball Association, and the Parks and Recreation Department. Hold one coordination meeting, on-site or at Borough Hall, to discuss what fields will be improved, what fields will be repositioned and alternate parking layouts and address other project related items to determine the scope of the overall project.

Perform a review of on-site development restrictions, such as tax maps, zone map, flood map(s), ordinances, etc., and gather site specific data, such as anticipated permits, site visit(s), Borough maps/plans, etc., and provide the Borough with a developmental envelope for the proposed improvements.

Provide the Borough with a preliminary site plan sketch for review that is based on the initial project coordination meeting and evaluation efforts completed.

2. Engineering Estimate

Provide a preliminary engineer's estimate based on the preliminary site plan sketch mentioned above and as agreed to during the initial project coordination meeting.

3. Reimbursable Expenses

Reimbursable expenses will be required for this project. They include, but are not limited to, reproductions, express mailings, mileage, tolls, and courier services in association with the above Scope of Services. We have estimated reimbursable expenses which are included in the budget for this project. All additional expenses exceeding the original budget listed within this proposal will be invoiced in accordance with our attached schedule of fees without further authorization required.



III. DELIVERABLES

Neglia Engineering Associates will provide a preliminary site plan sketch representing the anticipated project site layout, as agreed to during the initial project coordination meeting, and also provide a preliminary engineer's estimate.

IV. ANTICIPATED TIME FRAME

Neglia Engineering Associates is prepared to initiate services upon receipt of a signed and sealed copy of an Award of Resolution. We anticipate completion of the indicated scope of services within three weeks of initiating services. These time frames are dependent upon cooperation from the Borough, Board of Education, Baseball Association, and the Parks and Recreation Department and involved department heads and/or personnel.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. Neglia Engineering Associates will perform the work as indicated in the above Scope of Services on a Lump Sum basis upon receipt of a signed and sealed copy of an Award of Resolution.

II. A. – Engineering Services:

Engineering Evaluation	\$2,600
Engineering Estimate	\$ 550#
Reimbursable Expenses	\$ 100+
Total	\$3,250#

- # Neglia Engineering Associates has included specific meeting time within the scope of services and budget of this proposal. All meetings not specifically listed within this proposal will be invoiced in accordance with our attached schedule of fees and will be in addition to the lump sum shown on page one of this proposal without further authorization required.
- + Neglia Engineering Associates has included specific reimbursable expenses within the scope and budget of this proposal. All additional expenses exceeding the original budget listed within this proposal will be invoiced in accordance with our attached schedule of fees and will be in addition to the lump sum shown on page one of this proposal without further authorization required. Please be aware that detailed invoices for reimbursable expenses will be provided upon request. All filing, review, processing, application, etc. fees will be provided by your office.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design services other than those services mentioned in the above Scope of Services. 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 an ALTA survey, boundary, planimetric, or utility survey, GPS, preconstruction survey, setting of monuments or property corner markers, and off-site survey services, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation, or permitting 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 of Services unless specifically mentioned above. It also does not include irrigation, lighting or landscaping design and plans.

This proposal does not include a geotechnical engineering studies / services, which include but is not limited to, soil borings, test pits and percolation tests, foundation design, environmental impact statement or assessment, phase one audit, Phase I and Phase II environmental investigations / studies, threatened and endangered species studies, flood studies, professional planning services, 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, or planning studies and / or testimony unless otherwise mentioned within the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the Scope of Services outlined in this proposal once the engineering services have 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.

VII. GENERAL TERMS AND CONDITIONS

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



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

ARTICLE III - LIMITATIONS OF LIABILITY: The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate:

(1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

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

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

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



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

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

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

Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW: Any element of this Agreement 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.

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By: _____

Title: _____



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2014 MUNICIPAL
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