

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
January 8, 2013
Closed Executive Session 6:45 PM
Meeting to Commence 7:30 PM**

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2013 adopted on January 2, 2013 and posted on the bulletin board in the Municipal Building:

The Mayor and Council will go into a Closed /Executive Session for the following:

1. DPW Negotiations

Minutes to be disclosed as per the Open Public Meetings Act upon approval of minutes.

ROLL CALL:

Councilmember Cudequest

Councilmember Curry

Councilmember Ghassali

Councilmember LaMonica

Councilmember Lane

Councilmember Talarico

ORDINANCES:

INTRODUCTION: ORDINANCE NO. 2013-1369 AN ORDINANCE TO AMEND ORDINANCE NO. 2012-1352 TO PROVIDE FOR AND DETERMINE THE RATE, AMOUNT AND METHOD OF PAYMENT OF COMPENSATION TO PERSONS HOLDING CERTAIN OFFICES AND POSITIONS OF EMPLOYMENT IN THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY

(public hearing 1/29/13)

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

December 20, 2012

Sine Die January 2, 2013

Re-Organization January 2, 2013

RESOLUTIONS:

21-2013 Redemption of Tax Sale Certificate #11-00002 / 1 Conrad Court

22-2013 Cancellation of Tax and Excess Sewer Overpayments or Delinquent Amounts Less than \$10.00

23-2013 Award Contract Valley Health Medical Group/Random Drug & Alcohol Testing

24-2013 Award Professional Service Contract/Borough Attorney / Boggia & Boggia

25-2013 Award Professional Service Contract/Borough Auditor / Lerch, Vinci & Higgins

RESOLUTIONS: (continued)

- 26-2013 Award Professional Service Contract/Borough Engineer / Maser Consulting
- 27-2013 Award Professional Service Contract/Borough Planner / Phillips,Preiss & Grygiel, LLC
- 28-2013 Awarding Extended Service Contract / Agreement Tri-State Technical Services / Computers & Peripherals
- 29-2013 Appointment Risk Management Consultant / Professional Insurance Associates (PIA)
- 30-2013 Appointing Health Benefits Consultant BMED / Professional Insurance Associates (PIA)
- 31-2013 Award Professional Service Contract / Website / Danori, LLC
- 32-2013 Authorize Contract/Be Health Services / Bloodborne Pathogen Compliance Program
- 33-2013 Awarding Contract Tyco Animal Control
- 34-2013 Award Professional Service Contract/Affordable Housing Administrative Agent / Piazza
- 35-2013 Appointing / Permanent Montvale Police Officer / Brian Lamendola
- 36-2013 Appointing / Permanent Montvale Police Officer / Herminio Amado

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

ATTORNEY REPORT:

Phillip Boggia, Esq.
Report/Update

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

- a. Schedule Budget Meeting proposed 1/29 @6:00 p.m.

COMMUNICATION CORRESPONDENCE:

None.

MEETING OPEN TO THE PUBLIC:

HEARING OF CITIZENS WHO WISH TO ADDRESS THE MAYOR AND COUNCIL:

Upon recognition by the Mayor, the person shall proceed to the floor and give his/her name and address in an audible tone of voice for the records. Unless further time is granted by the Council, he/she shall limit his/her statement to five (5) minutes. Statements shall be addressed to the Council as a body and not to any member thereof. No person, other than the person having the floor, shall be permitted to enter into any discussion, without recognition by the Mayor.

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT The next Meeting of the Mayor and Council will be held January 29, 2013 at 7:30 p.m.

BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY

ORDINANCE NO. 2013-1369

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on the 8th day of January 2013, and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on the 29th day of January 2013 at 7:30 pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Maureen Iarossi Alwan, Municipal Clerk
Borough of Montvale

AN ORDINANCE TO AMEND ORDINANCE NO. 2012-1352 TO PROVIDE FOR AND DETERMINE THE RATE, AMOUNT AND METHOD OF PAYMENT OF COMPENSATION TO PERSONS HOLDING CERTAIN OFFICES AND POSITIONS OF EMPLOYMENT IN THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY

BE IT ORDAINED BY the Mayor and Council of the Borough of Montvale as follows:

SECTION 1. Each of the offices and positions of employment hereinafter named that are not established or created by virtue of any statutes or of any ordinance, resolution, or other lawful authority heretofore exercised by the Borough of Montvale, is hereby established, created, ratified and confirmed.

SECTION 2. The rate of compensation of the persons holding any of the hereinafter named offices and positions of employment whose compensation shall be on an annual basis and shall be payable semi-monthly is hereby fixed and determined to be as set opposite the title of each of the hereinafter named offices and positions of employment.

Title		2013 Salary Range	
1.	Borough Administrator (PT)	\$40,000	- 50,000
2.	Chief Financial Officer (PT)	\$15,000	- 25,000
3.	Municipal Clerk	\$70,000	- 90,000
4.	Deputy Municipal Clerk (PT)	\$38,000	- 47,000
5.	Floater	\$35,000	- 39,000
6.	Tax Collector (PT)	\$50,000	- 60,000
7.	Tax Assessor	\$30,000	- 36,000
8.	Treasurer	\$65,000	- 80,000
9.	Accountant/Purchasing Agent	\$50,000	- 60,000
10.	Accounts Payable Clerk (PT)	\$20	- \$27/hour

Title		2013 Salary Range
11.	Accounts Payable Clerk (FT)	\$43,000 - 50,000
12.	Superintendent Public Works	\$100,000 - 120,000
13.	Recycling Coordinator	\$7,000 - 10,000
14.	Road Department Employee	\$65,000 - 70,000
15.	Mechanic	\$75,000 - 85,000
16.	Seasonal Department of Public Works (PT)	\$15 - \$25/hour
17.	Secretary, Planning Board	\$50,000 - 75,000
18.	Planning Board Secretary Special Meetings	\$35 - \$60/hour
19.	Board Secretary, Clerical/Recording	\$115 - 130
20.	Office Manager	\$4,000 - 7,000
21.	Registrar Vital Statistics	\$800 - \$1,200
22.	Construction Code Official	\$35,000 - 60,000
23.	Construction Code Official special inspections	\$50 - \$100/hour
24.	Building SubCode Official	\$35,000 - 60,000
25.	Building SubCode Official special inspections	\$28 - \$38/hour
26.	Zoning Officer	\$8,000 - 12,000
27.	Property Maintenance Officer	\$3,000 - 5,000
28.	Construction Dept. Control Person	\$44,000 - 58,000
29.	Construction Technical Support (PT)	\$18 - \$25/hour
30.	Plumbing SubCode Official	\$ 18,000 - 26,000
31.	Plumbing SubCode Official special inspections	\$25 - \$50/hour
32.	Fire SubCode Official	\$13,000 - 16,000
33.	Fire SubCode Official special inspections	\$25 - \$50/hour
34.	Electrical SubCode Official	\$18,000 - 26,000
35.	Electrical SubCode Official special inspections	\$25 - \$50/hour
36.	Elevator SubCode Official	\$8,500 - 10,500
37.	Fire Prevention Official	\$10,000 - 15,000
38.	Fire Inspector/Sr. Fire Inspector	\$5,000 - 7,000
39.	Municipal Court Administrator	\$60,000 - 75,000
40.	Deputy Municipal Court Administrator	\$38,000 - 46,000
41.	Court Security	\$18 - \$25/hour
42.	Police Secretary	\$35,000 - 45,000
43.	Administrative Assistant	\$40,000 - \$48,000
44.	Admin. Asst./Receptionist/Secretary (PT)	\$15 - \$25/hour
45.	Emergency Mgmt. Coordinator	\$2,000 - 3,300

Title		2013 Salary Range
46.	Library Director	\$75,000 - 90,000
47.	Library – Youth Services Coordinator	\$28,000 - 52,000
48.	Library (PT)	\$13 - \$40/hour
49.	Library (PT) meetings	\$100 - \$200/mtg
50.	Facilities Manager/Custodian	\$42,000 - 68,000
51.	Custodian	\$40,000 - 47,000
52.	Director, Public Assistance	\$5,000 - 6,500
53.	Director of Recreation	\$20,000 - 29,000
54.	Dir. Of Recreation – Summer Stipend	\$5,000 - 8,000
55.	Van Drivers (PT)	\$17 - \$20/hour
56.	Station Manager (PT)	\$6,000 - 8,000

SECTION 3. The rate of compensation of the persons holding any of the hereinafter named offices, whose compensation shall be on an annual basis and payable semi-monthly, is hereby fixed and determined as follows:

Title		2013 Salary Range
A.	Municipal Judge	\$25,000 - 40,000
B.	Mayor	\$6,990 - 10,000
C.	Councilpersons (each)	\$5,689 - 8,000

SECTION 4: The rate of compensation of persons holding any of the hereinafter named offices in the Police Department, whose compensation shall be on an annual basis, and payable semi-monthly, is hereby fixed and determined as follows:

Title		2013 Salary Range
A.	Chief	\$160,000 - 190,000
B.	Captain	\$140,000 - 160,000
C.	Lieutenant (Base Wage)	\$120,019 - 147,032
D.	Sergeants (Base Wage)	\$111,685 - 136,822
E.	Detective – Additional per year	\$2,100 -
F.	Juvenile Officer – Addt'l per year	\$400 -
G.	Asst. Juvenile Officer – Addt'l per year	\$350 -
H.	Special/Auxiliary Police	\$18/hour - \$23/hour
I.	School Cross Guard/Police Matrons	\$18/hour - \$23/hour

SECTION 4A: The rate of compensation of persons holding any of the hereinafter named offices in the Police Department, hired BEFORE January 1, 2005, whose compensation shall be on an annual basis, and payable semi-monthly, is fixed and determined as follows:

Police Officers Schedule (Base Wage Each) Per Contract hired BEFORE January 1, 2005		
0-6 months	\$34,027 -	41,685
6 months – 1 year	\$44,235 -	54,191
1 – 2 years	\$54,446 -	66,700
2 – 3 years	\$64,655 -	79,207
3 – 4 years	\$74,862 -	91,711
4 – 5 years	\$85,070 -	104,217
5 – 6 years	\$95,277 -	116,721
6 – 7 years	\$103,232 -	126,467

SECTION 4B: The rate of compensation of persons holding any of the hereinafter named offices in the Police Department, hired AFTER January 1, 2005, whose compensation shall be on an annual basis, and payable semi-monthly, is fixed and determined as follows:

Police Officers Schedule (Base Wage Each) Per Contract hired AFTER January 1, 2005		
0-6 months	\$34,027 -	41,685
6 months – 1 year	\$38,971 -	47,742
1 – 2 years	\$43,914 -	53,798
2 – 3 years	\$53,800 -	65,909
3 – 4 years	\$63,687 -	78,021
4 – 5 years	\$73,573 -	90,132
5 – 6 years	\$83,459 -	102,243
6 – 7 years	\$93,346 -	114,356
7 – 8 years	\$103,232 -	126,467

SECTION 4C: In addition to the compensation stated above, Full Time Employees in Section 4, Categories "C", "D", Sections 4A and 4B shall be paid an annual longevity increment pursuant to the following schedule:

Years of Service	Officers Hired BEFORE January 1, 2006	Officers Hired AFTER January 1, 2006
After four (4) years	1%	-
After six (6) years	2%	-
After eight (8) years	3%	1%
After ten (10) years	4%	2%
After twelve (12) years	5%	3%
After fourteen (14) years	6%	4%
After sixteen (16) years	7%	5%
After eighteen (18) years	8%	6%
After twenty (20) years	-	7%
After twenty-two (22) years	-	8%
After twenty-three (23) years	9%	9%

SECTION 5. The annual rate of compensation of persons in the Road Department, payable semi-monthly, is hereby fixed and determined, as follows:

	2013	2014	2015
Labor Rate	65,484	67,449	69,472

SECTION 6. The Borough Treasurer shall present semi-monthly or as established by Resolution to the Governing Body for approval warrants drawn to the order of the Borough of Montvale Payroll Account and the Borough of Montvale Salary Account.

At the first meeting of the Governing Body in January of each year, there shall be approved accounts to be designated "The Borough of Montvale Payroll Account" and "The Borough of Montvale Salary Account" and from time to time the Borough Treasurer upon receipt of a warrant for the amount due each Payroll, shall deposit the same to the credit of these accounts, charging the appropriate budgetary accounts therewith. The Borough Treasurer shall thereafter draw checks on said accounts to the employees entitled to payment therefrom.

Any employee hired under the terms of a Special Library Grants, salary will be determined by the Authority making such grant.

The Mayor and Borough Council may by adoption of a resolution and by approved payroll advice, increase compensation (base wage adjustment or one-time merit/bonus increase) of any salaried employee in the above schedule, who has reached their maximum, up to 10% above the pay range maximum.

At each regular meeting of the Governing Body of the Borough of Montvale, the Treasurer shall submit for the approval or ratification as the case may be, the necessary payroll amounts due to the several officers and employees for compensation.

Such officers as may be determined by the Governing Body, as established by resolution, shall be authorized to sign warrants drawn in favor of the Payroll Account, upon due notice that the payrolls have been approved by the proper certifying authorities.

SECTION 7. This ordinance shall be operative as of January 1, 2013, and salaries paid shall be adjusted in accordance with the terms of this ordinance.

SECTION 8. All other ordinances and parts of ordinances inconsistent herewith are hereby appealed.

SECTION 9. This ordinance shall take effect immediately upon publication in the manner provided by Law.

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk/Administrator

Roger Fyfe
Mayor

**MINUTES
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:39 pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

OPEN PUBLIC MEETING STATEMENT

Adequate notice of this meeting was provided to The Bergen Record and The Ridgewood News, informing the public of the time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L. 1975).

ROLL CALL:

Councilmember Cudequest	Councilmember LaMonica
Councilmember Curry	Councilmember Lane
Councilmember Ghassali	Councilmember Talarico - absent

Also present: Mayor Roger Fyfe; Borough Attorney, Joe Voytus; Administrator/Clerk, Maureen Iarossi-Alwan and Deputy Municipal Clerk, Fran Scordo

Rice Notice / Recreation / Term and Conditions of Employment

Councilmember Curry needed clarification regarding insurance of each recreation program. Councilmember Ghassali mentioned the council needs to decide what type of recreation department to have either a full range department or subsidized certain programs or town events. After a brief discussion, Mr. Freeman was asked to provide information on the classes given, town events and summer camp for the upcoming budget discussions

Frank Covelli, Professional Insurance Associates (P.I.A.) - Annual Report

Report included with original minutes

MINUTES:

November 27, 2012

A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Cudequest - all ayes

December 11, 2012

A motion to accept the minutes by Councilmember Cudequest; seconded by Councilmember Lane - all ayes

RESOLUTIONS:

194-2012 Cancellation Of 2011 Current Fund Appropriation Reserve

WHEREAS, there exists an unexpended 2011 Current Fund budget appropriation reserve balance; and

WHEREAS, it is necessary to formally cancel said balance so that the unexpended balance may be credited to surplus;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following unexpended 2011 Current Fund budget appropriation reserve balance be cancelled:

GENERAL APPROPRIATIONS

Operations - Excluded from "CAPS"

Public and Private Programs Offset by Revenues

Municipal Alliance Program \$5,678.59

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Introduced by: Councilmember Lane; seconded by Councilmember Ghassali - All ayes

195-2012 Cancellation Of Improvement Authorizations

WHEREAS, there exists unexpended improvement authorization balances on the balance sheet of the General Capital Fund; and

WHEREAS, the unexpended improvement authorization balances remain dedicated to projects now completed or the balances are determined to be in excess of the amounts necessary for the completion of the projects; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balances may be credited to reserve for payment of debt or deferred charges to future taxation unfunded and the unused debt authorizations may be cancelled;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following unexpended improvement authorization balances be cancelled:

GENERAL CAPITAL FUND:

<u>ORDINANCE</u>	<u>DESCRIPTION</u>	<u>FUNDED</u>	<u>UNFUNDED</u>
2008-1287	Various Capital Improvements	\$936.30	
2008-1287	Various Capital Improvements	760.72	
2010-1323	Various Capital Improvements	612.87	
2011-1348	Various Capital Improvements	68.53	
2012-1356	Refunding Bond Ordinance		\$330,000.00
		<u>\$2,378.42</u>	<u>\$330,000.00</u>
		=====	=====

Introduced by: Councilmember Lane; seconded by Councilmember LaMonica - All ayes

196-2012 Transfer Of Appropriations

WHEREAS, certain transfer of funds for various 2012 budget appropriations are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-58 provides for transfers from appropriations with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriations, to those appropriations deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the transfers be made between the 2012 budget appropriations as follows:

	<u>FROM</u>	<u>TO</u>
<u>CURRENT FUND</u>		
General Appropriations		
Operations – Within “CAPS”		
Salary Adjustment Account	\$1,000.00	
Construction Code Officials:		
Salaries and Wages		\$1,000.00
Salary Adjustment Account	1,000.00	
Electrical Subcode Official:		
Salaries and Wages		1,000.00
Social Security System	1,000.00	
Defined Contribution Retirement Program		1,000.00

Police:	1,000.00	
Salaries and Wages		
Plumbing subcode Official:		
Salaries and Wages		1,000.00
	<u>\$4,000.00</u>	<u>\$4,000.00</u>
	=====	=====

Introduced by: Councilmember Lane; seconded by Councilmember LaMonica - All ayes

197-2012 Cancellation Of Receivable Balance

WHEREAS, there exists a receivable balance on the Current Fund balance sheet of the Borough of Montvale; and

WHEREAS, the funds creating the receivable balance have been investigated, and it has been determined that the receivable balance should be cancelled; and

WHEREAS, it is necessary to formally cancel said balance so that the uncollected receivable balance may be charged to fund balance;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, that the following receivable balance from the Current Fund be cancelled:

<CHARGES>

Current Fund

Grants Receivable:

Municipal Alliance Program	<\$5,679.95>
	=====

Introduced by: Councilmember Lane; seconded by Councilmember Cudequest - All ayes

198-2012 Appointment Jr. Member / Montvale Fire Department / John Foose

WHEREAS, the Montvale Fire Department is desirous of adding a junior reserve member; and

WHEREAS, John Foose, Montvale, NJ 07645 has been approved by the Board of Fire Commissioners and has undergone a satisfactory physical, pursuant to the attached application which has been made part of this resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the appointment of John Foose, as a Junior Reserve Member of the Montvale Fire Department, is hereby approved

Introduced by: Councilmember Cudequest; seconded by Councilmember Lane - All ayes

199-2012 Authorize Change Order #2/2012 Road Improvement Program/Smith-Sondy Asphalt Construction Co., Inc.

WHEREAS, the Borough of Montvale awarded a contract to Smith-Sondy Asphalt Construction Co., Inc., maintaining offices at 150 Anderson Avenue, Wallington, New Jersey, in the amount of \$464,527.60 on July 10, 2012 via Resolution No. 125-2012; and

WHEREAS, change order #2 includes the replacement and installation of 8 new manholes, frames, and covers for \$5,760.00 as documented in a letter dated December 7, 2012; and

WHEREAS,

Original Contract Amount	\$ 464,527.60
Change Order #1	\$ 34,149.00
Change Order #2	5,760.00
Total Amount	\$ 504,436.60

WHEREAS, the Municipal Finance Officer has certified funds are available as outlined in the Certification of Funds as attached to the original of this Resolution.

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

- 1) Change Order No. 2 in is hereby approved in the amount of \$5,760.00

Introduced by: Councilmember Lane; seconded by Councilmember Curry - All ayes

200-2012 A Resolution Authorizing Flexible Spending Account Contribution

WHEREAS, The Mayor and Council of the Borough of Montvale do hereby authorize the Certified Municipal Finance Officer to establish a budget line item account for the year 2013 as a one-time Flexible Spending Account Program contribution in the amount of \$500.00 for Full Time Administrative Employees enrolled in the PPO Core Plan within the Borough of Montvale Health Benefits Program.

Introduced by: Councilmember Lane; seconded by Councilmember Ghassali - All ayes

BILLS: *Municipal Clerk read the Bill Report*

Motion to pay bills by Councilmember Lane ; seconded by Councilmember LaMonica - All ayes
Councilmember Cudequest abstained on bill # 00125 and #01335; Councilmember Ghassali asked about a bill for Maser regarding Fieldstone School; administrator stated the monies come out of the Open Space fund; Councilmember Ghassali had a second question regarding a key for DPW in the amount of \$200.00; the administrator will look into it.

ENGINEER'S REPORT:

Andy Hipolit
Report/Update
No Report

ATTORNEY'S REPORT:

Joe Voytus, Esq.
Report/Update
No Report

UNFINISHED BUSINESS:

None

NEW BUSINESS:

None

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

HEARING OF CITIZENS WHO WISH TO ADDRESS THE MAYOR AND COUNCIL:

Upon recognition by the Mayor, the person shall proceed to the floor and give his/her name and address in an audible tone of voice for the records. Unless further time is granted by the Council, he/she shall limit his/her statement to five (5) minutes. Statements shall be addressed to the Council as a body and not to any member thereof. No person, other than the person having the floor, shall be permitted to enter into any discussion, without recognition by the Mayor.

A motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Cudequest – all ayes

Bill Greco, 13 Murray Road

Pleasantly surprised that the council are considering supporting town events;

Frank DiPalma and Tom Sullivan

Came out to support the Recreation Department and stated that the Recreation department has done everything the council has asked; what do you want the Recreation department to do;

Jim Freeman,

Understand the council doesn't know what goes into the rec committee;

Rose Freeman

Praised the Recreation Director and stated the council doesn't know all of what director does plus the time and effort he puts in;

Councilmember Lane added that he doesn't want to micro-manage the recreation department – would like to see the committee sit down and discuss how to proceed with councilmembers;

A motion to close meeting to the public by Councilmember LaMonica; seconded by Councilmember Lane – all ayes

Motion to adjourn by Councilmember Cudequest ; seconded by Councilmember Lane – all ayes

ADJOURNMENT

Meeting adjourned at 9:54pm

The Re-Org Meeting of the Mayor and Council will be held January 2, 2013 at 7:30 p.m.

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

**SINE DIE MEETING
BOROUGH OF MONTVALE
MAYOR AND COUNCIL
WEDNESDAY, JANUARY 2, 2013
7:00 P.M.**

SUNSHINE LAW STATEMENT

In accordance with the provisions of the Open Public Meetings Law, notification of this meeting was provided to the Bergen Record on Bergen Record on Tuesday, December 11th, 2012 informing the public of time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L.1975) posted on the Montvale web site and on the Municipal Building bulletin board

MAYOR FYFE CALLS THE MEETING TO ORDER:

SALUTE TO THE FLAG:

ROLL CALL:

Councilmember Cudequest
Councilmember Ghassali
Councilmember Curry
Councilmember LaMonica
Councilmember Lane
Councilmember Talarico

UNFINISHED BUSINESS OF 2012:

None

ADJOURNMENT SINE DIE MEETING:

A motion to adjourn by Councilmember Cudequest; seconded by Councilmember Lane
– all ayes

**Respectfully submitted,
Fran Scordo, Deputy Municipal Clerk**

**RE-ORGANIZATION MEETING
MINUTES**

The Re-Organization Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:10 PM. Adequate notification was published in the official newspaper of the Borough of Montvale according to the provisions of the Open Public Meeting Law (Chapter 231, P.L. 1975).

SWEARING IN OF INCUMBEMENT COUNCILMEMBER

Theresa Cudequest

SWEARING IN OF INCUMBEMENT COUNCILMEMBER

Michael Ghassali

ROLL CALL

Councilmember Cudequest	Councilmember LaMonica
Councilmember Curry	Councilmember Lane
Councilmember Ghassali	Councilmember Talarico

OPENING PRAYER

Opening Prayer given by Pastor Jashua Rasdall Montvale Evangelical Free Church

NOMINATION FOR POSITION OF COUNCIL PRESIDENT

Motion by Councilmember Lane to nominate Councilmember LaMonica for Council President; seconded by Councilmember Cudequest - All ayes on roll call vote

RESOLUTIONS (*CONSENT AGENDA)

All items listed on a consent agenda are considered to be routine and non-controversial by the Borough Council and will be approved by a motion, seconded and a roll call vote. There will be no separate discussion on these items unless a Council member(s) so requests it, in which case, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

***CONSENT AGENDA**

RESOLUTIONS 01-2013 THROUGH 16-2013 & 19-2013 & 20-2013

Introduced by Councilmember Lane; seconded by Councilmember Talarico - all ayes

01-2013 Cash Management Plan

WHEREAS, P. L. 1983, Chapter 8, Local Fiscal Affairs Law; N.J.S. 40A:5-2, has been amended to require that each municipality designate a Cash Management Plan for the deposit of each local unit's monies,

NOW THEREFORE, BE IT RESOLVED, that the following Cash Management Plan of the Borough of Montvale be and hereby is adopted:

A. DESIGNATION OF OFFICIAL DEPOSITORIES:

The following financial institutions are designated official depositories:

- Bank of America
- Wells Fargo
- N.J. Cash Management Fund
- Valley National Bank

2. Designated Official depositories are required to submit to the Chief Financial Officer of the Borough of Montvale a copy of the State of New Jersey, Department of Banking, Governmental Unit Deposit Protection Act Notification of eligibility, which must be filed semiannually in the Department of Banking as of June 30th and December 31st of each year. Said Notices must be available for annual audit.
3. Designated official depositories are required to submit to the Chief Financial Officer a copy of institution's "Annual Report" on an annual basis.

B. DEPOSIT OF FUNDS

All funds shall be deposited within Forty-Eight (48) hours of receipt in accordance with State statute.

1. Operating funds shall be deposited into interest bearing accounts to maximize interest earnings.
2. Capital and Debt service funds may be deposited into interest bearing accounts. Non-Interest bearing accounts shall be regularly monitored for the availability of funds for investment.
3. Trust funds may be deposited into interest bearing accounts in accordance with the State statutes regulating the deposit of developer's escrow deposits. Non-Interest bearing accounts should be regularly monitored for availability of funds for investment except where either State or Federal laws prohibit the earning of interest on such funds.
4. Payroll and agency remittance funds shall be maintained in regular checking accounts, only insofar as they serve to compensate the bank for payroll data processing services.

C. DEFINITION OF ALLOWABLE INVESTMENT INSTRUMENTS:

The Borough may permit deposits and investments in such depositories as permitted in Section 4 of P.L. 1970, Chapter 236 (C.17:9-44) and other instruments specified below:

1. United States Treasury Bills (T-Bills)
2. Borough of Montvale Bonds or Notes
3. Commercial Bank Deposits and Certificates of Deposit (CD's)
4. Repurchase Agreements (Repo's)
5. Investments in Savings and Loan Association
6. United States Government Agency and Instrumentality Obligations
7. State of New Jersey Cash Management Fund
8. School District Obligations

D. DEFINITION OF ACCEPTABLE COLLATERAL AND PROTECTION OF BOROUGH ASSETS

1. All designated depositories must conform to all applicable State statutes concerning depositories of Public Funds.
2. All depositories shall obtain the highest amount possible F.D.I.C. and/or F.S.L.I.C. coverage of all Borough Assets (Demand and Certificate of Deposit)

3. Collateral will be required for all deposits and investments of the Borough, except for those in the State Cash Management Fund, collateral must have a market value of not less than 100 percent of all deposits and investments.
4. For pledges by depositories on Borough Funds, the following securities will be considered acceptable for pledges:
 - a. Any security backed by the U.S. Government
 - b. Any direct obligation of any taxing authority within the Borough of Montvale
 - c. Real Estate Mortgage Loans for Real Estate property located within the Montvale market area. Pledges of Real Estate Mortgage Loans shall be maintained at a market value of 115 percent of deposits
 - d. All pledges of collateral must be indicated on an advice copy of the investment instrument which shall be forwarded to the Chief Financial Officer or Treasurer

E. COMPENSATING BALANCE AGREEMENTS:

Where compensating balances are used to offset bank expenses, an agreement between the bank and the Borough shall be executed, specifying the charge for each service. Said agreement shall be reviewed annually.

F. REPORTING PROCEDURES:

The Chief Financial Officer shall prepare for the Mayor and Council of the Borough of Montvale the following investment reports:

1. **MONTHLY REPORTING:** A detailed listing of all investments purchased in the prior month, specifying the amount, interest percent per annum, number of days, period of investment and maturity date, interest amount at maturity and financial institutions with which investment is placed. This report shall be broken down by fund.
2. **QUARTERLY REPORTING:** A detailed summary analysis of all investments by fund, specifying the quarterly interest rate earned, quarterly interest earned on NOW and Savings Accounts and Year-To-Date total interest earnings.
3. The Treasurer shall prepare a schedule of outstanding investments for the independent auditors as of December 31st of each year and at other such times as required by the auditors.
4. The Treasurer shall also periodically provide analysis of average daily balances in interest bearing checking accounts vs. Other investment vehicle potential.
5. All such reports may include a comparison of current investment income vs. forecast, prior year or market conditions.

G. DIVERSIFICATION REQUIREMENTS:

The Chief Financial Officer and Treasurer shall closely examine investments to guard against the effects of a financial institution going into default. This may be accomplished through the practice of spreading the investments around in various designated official depositories.

H. MAXIMUM MATURITY POLICY:

Investments shall be limited to a maturity not to exceed one year on all operating funds unless a longer maturity is permitted within the provision of regulation promulgated by either the Federal or State Governments.

I. INVESTMENT PROCEDURES:

Bids for Certificates of Deposit and Repurchase Agreements will be solicited of at least three (3) designated depositories only if the amount is \$100,000 or greater.

Telephone bids will be solicited of designated depositories by the Chief Financial Officer or Treasurer or designated staff member.

The depository shall specify the principal amount of the investment bid on, interest rate and number of days used to calculate the interest to be paid upon maturity.

Interest paid shall be from the date the bid was awarded to the date of maturity.

All bidders may request the results of the bid after the bid is formally awarded.

A check or wire transfer of funds will be made available to the winning bidder on the same business day the bid is awarded.

Each quotation shall be documented to record the date and time of quote, the parties in the discussion, the instrument(s), maturities and rates. A bid form of the Borough may be used.

J. RETURN ON INVESTMENT:

Where the return on a proposed investment does not exceed the cost of making said investment by a minimum amount the Chief Financial Officer and/or Treasurer will not make the investment. The Chief Financial Officer and/or Treasurer shall have the discretion to award an investment to the bank wherein the funds reside, should that bank's quoted rate be less than other quoted rates received in the event that the differential in interest rates is less than 25 basis points, and providing that the term of the investment is less than fifteen (15) days.

K. CONTROLS:

When possible, the internal controls should provide for a separation of the investment placement functions and the accounting activity. Controls must be designed for telephone orders, wire transfers and securities safekeeping. Only specifically designated personnel shall be allowed to conduct this part of the transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Treasurer shall review each day's activity.

L. BONDING:

The following officials shall be covered by surety bonds; said surety bonds to be examined by the independent auditor to insure their proper execution:

- Tax Collector
- Treasurer
- Municipal Court Administrator
- Deputy Municipal Court Administrator
- Magistrate

Staff members of the Department of Finance not covered by separate surety bonds shall be covered by a Public Employee's Faithful Performance Bond in the minimum amount of \$50,000.00

- M. COMPLIANCE:
The Cash Management Plan of the Borough of Montvale shall be subject to the annual audit conducted pursuant to N.J.S. 40A:5-4.
- N. The official charged with the custody of the monies of the Borough of Montvale shall deposit them as designated by the Cash Management Plan and shall thereafter be
- O. relieved of any liability or loss of such monies due to the insolvency or closing of any depository designated in the Cash Management Plan pursuant to N.J.S. 40A:5-2.
- P. Where a conflict exists between this Cash Management Plan and State statute, the applicable State statute shall apply.
- Q. The Cash Management Plan shall be subject to the approval of the Borough Attorney.

02-2013 Authorizing payment to the United States Postal Service to effect the use of a Post Machine

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the Administrator be authorized to issue payment through appropriate methods, to the United States Postal Service, not to exceed One Thousand Dollars (\$1,000.00) per month, to affect the use of a Postal Franking Machine.

03-2013 Establish 2013 Holiday Schedule For Administrative Non-Contractual Employees and Department of Public Works Contractual Employees

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following 2013 Holiday Schedule for eligible Administrative non-contractual employees and Department of Public Works Contractual employees be and is hereby established:

SECTION 1. Mandatory holidays during which Borough Hall Administrative Offices and the Department of Public Works shall be closed:

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	Tuesday, January 1, 2013
President's Day	Monday, February 18, 2013
Memorial Day	Monday, May 27, 2013
Independence Day	Thursday, July 4, 2013
Labor Day	Monday, September 2, 2013
Columbus Day	Monday, October 14, 2013
Veterans Day	Monday, November 11, 2013
Thanksgiving Day and the Day After	Thursday, November 28, 2013 Friday, November 29, 2013
Christmas Day	Wednesday, December 25, 2013

SECTION 2. Two Floating Holidays, one each to replace Martin Luther King Day and Good Friday to be taken any time during the year. If not used during the calendar year, they will be lost with no ability to be carried or receive pay.

SECTION 3. Two one-half (1/2) day holidays to replace Election Day: one-1/2 day to be taken immediately before the Christmas Day holiday is observed and one-1/2 day to be taken immediately before the day the New Year's Day Holiday is observed.

If July 4th falls on Saturday, the holiday shall be observed on Friday. If July 4th falls on Sunday, the holiday shall be observed on Monday.

If Christmas Day and New Year's Day fall on Saturday, these two holidays shall be observed on Friday. Therefore, the two-1/2 holidays shall be observed on the Thursday before the holidays.

If Christmas Day and New Year's Day fall on Sunday, these two holidays shall be observed on Monday. Therefore, the two-1/2 holidays shall be observed on the Friday before the holidays.

SECTION 4. Pursuant to the Personnel Policy, those employees classified as full-time employees (working 35 hours or more each week) shall be entitled to all days, as outlined above in Section 1 through Section 3. Pursuant to the Personnel Policy, all employees classified as part-time employees (working less than 35 hours per week) and eligible to receive holidays, shall only be entitled to the holidays listed in Section 1, and only when the holidays fall on their regularly scheduled days of work.

04-2013 Designating the Mayor, Municipal Clerk, Administrator, Chief Municipal Financial Officer, Treasurer, as Official signatories on Borough Warrants and the Judge, Municipal Court Administrator and Deputy Court Administrators as Official signatories on Municipal Court Accounts

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the Mayor, Municipal Clerk, Treasurer, Borough Administrator, Certified Municipal Finance Officer are hereby designated as the official signatories on Borough Warrants.

BE IT FURTHER RESOLVED, that the Judge, Municipal Court Administrator and Deputy Court Administrator are hereby designated as the official signatories on all Municipal Court accounts.

05-2013 Roll Call of the Councilmembers to be called in alphabetical order

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, NJ that a Roll Call of the Councilmembers at the Council meetings is to be taken in alphabetical order.

06-2013 Authorizing the Mayor, Clerk and Collector to issue warrants for certain items with ratification at the following meeting

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, NJ, that the Mayor, Clerk and Collector be authorized to issue warrants for the following purposes, with ratification at the following meeting, on due dates for the following items:

- Board of Education, Montvale, NJ
- Pascack Valley Regional Board of Education
- County Tax
- Bergen County Sewer Authority
- Medical Insurance
- Life Insurance
- Bond and Note Payments
- Interest on Bonds and Notes
- Payrolls
- Investments
- Gasoline
- Scavenger Service

07-2013 All bills to be presented in proper form to the Finance Department no later than the 25th of each month

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that all bills must be presented in proper form to the Finance Department no later than the 25th of each month, and;

BE IT FURTHER RESOLVED, that any bills received later than this date shall be held over for payment until the following month.

08-2013 Change Fund in the amount of \$100.00 be provided for the Municipal Clerk, Collector/Treasurer, \$50.00 for the Dog/Cat License Registrar, \$100.00 for the Court

Violations Clerk and \$50.00 for the Police Department

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that a Change Fund in the amount of \$100.00 be provided for the Municipal Clerk/Collector Treasurer, \$50.00 for the Dog/Cat License Registrar, \$100.00 for the Court Violations Clerk, and \$50.00 for the Police Department.

09-2013 Designation of official newspapers for advertising for the Borough of Montvale

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the following newspapers are hereby designated as the official newspapers for advertising for the Borough of Montvale, NJ for the year 2013:

The Record – Hackensack, N.J.

The Ridgewood News – Hackensack, N.J.

10-2013 Fixing the rate of interest to be charged for the nonpayment of taxes, assessments and excess sewer fees

WHEREAS, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes, assessments and excess sewer fees subject to any abatement or discount for the late payment of taxes, assessments and excess sewer fees as provided by law; and **WHEREAS**, R.S. 54:4-67 has been amended to permit the fixing of said rate of 8% per annum of the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00; **NOW THEREFORE, BE IT RESOLVED**, by the Borough of Montvale, County of Bergen, State of New Jersey, as follows:

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes and excess sewer fees becoming delinquent after due date and 18% per annum on any amount of taxes and excess sewer fees in excess of \$1,500.00 becoming delinquent after due date, subject to any abatement or discount for the late payment of taxes and excess sewer fees as provided by law.
2. Re Chapter 72 laws of 94 CTC 94-3. If the new tax bills are not in the mail by June 14, interest will then be charged 25 calendar days after the bills were mailed. Interest shall be calculated from August 1.
3. No interest shall be charged if payment of any quarterly tax payment and bi-annual excess sewer fess is received within ten (10) days of the date upon which the same becomes payable.
4. In connection with any delinquency of taxes, assessments or municipal charges in excess of \$10,000 which has not been paid prior to the end of a calendar year, there shall be imposed a penalty in a sum equal to six (6%) percent of the delinquency in excess of \$10,000.
5. With respect to tax certificates in excess of the sum of \$200 the following additional penalties shall be charged: two (2%) percent on the amount due over \$200 up to \$5,000; four (4%) percent of the amount due over \$5,000 up to \$10,000; and six (6%) percent on the amount in excess of \$10,000; plus cost 2% and \$25.00 per Title 54.
6. Any payments not made in accordance with Paragraph Two of this resolution shall be charged interest from the due date, as set forth in Paragraph One of this resolution.
7. The Tax Collector is authorized to hold a tax sale for unpaid taxes and/or excess sewer charges.
8. This resolution shall be published in its entirety once in the newspaper.
9. A certified copy of this resolution shall be provided by the Office of the Municipal Clerk to each of the following officials: Tax Collector; Borough Attorney; Borough Auditor; Chief Financial Officer.

11-2013 Order of business to be followed at all regular meetings of the Mayor and Council

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the agenda will be established and printed for each regular meeting of the Council, and that only items of business on the printed agenda will be considered at such regular meeting.

BE IT FURTHER RESOLVED, that the following order of business shall be followed at all public meetings of the Mayor and Council of the Borough of Montvale, N.J.

1. Roll Call

2. Reading and/or approval of all unapproved minutes
3. Second reading, public hearing and final passage of ordinances and introduction of ordinances
4. Presentation of resolutions

5. Presentation of bills
6. Reports of committees, Mayor, Treasurer and Administrator
7. Both Public and Workshop Meetings open to public to speak
8. Old Business
9. New Business
10. Reading of all communications, petitions, etc
11. Adjournment

The Borough Council will conduct a meeting on the last Tuesday of each month, which will serve as workshop sessions. Action may be taken at this meeting.

The public is invited to attend all meetings and speak at all public and workshop sessions of the Mayor & Council.

12-2013 Establishing a \$500.00 Petty Cash Fund for payment of incidental disbursement for minor items of necessary expense

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the Mayor, Municipal Clerk and Treasurer issue a warrant on CURRENT ACCOUNT, payable to Borough of Montvale - Petty Cash account in the amount of \$500.00. This is to establish Petty Cash Funds for payment of incidental disbursements for minor items of necessary expense as follows:

- Tolls/Travel Expenses/Food
- Conferences (Under \$65)
- Postage

WHEREAS, the maximum single expenditure is \$65.00; and

WHEREAS, authorized officials allowing Petty Cash expenditures are the Treasurer, Municipal Clerk/Borough Administrator.

13-2013 All monies collected by any Borough Official or Employee of the Borough shall be turned over the Borough Treasurer within 48 hours

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that all monies collected by any Borough Official or Employee of the Borough of Montvale, N.J. shall be turned over to the Borough Treasurer, in full, within forty-eight (48) hours, without any fees being deducted.

BE IT FURTHER RESOLVED, that any fees to which any Borough Official or Employee is entitled shall be set forth in detail on a regular Borough Voucher and presented for payment in the same manner as all bills are submitted.

14-2013 Establish Mayor & Council Meeting Schedule for the Year 2013

BE IT RESOLVED, the meetings of the Mayor and Borough Council shall be held on the following dates for the year 2013 at the location of Borough of Montvale, Municipal Complex, 12 Mercedes Drive, 2ND Floor, Montvale, New Jersey. All meetings will commence at 7:30 PM.

January 2	Organization Meeting
January 8	Public Meeting
January 29	Workshop Session
February 12	Public Meeting
February 26	Workshop Session
March 12	Public Meeting
March 26	Workshop Session
April 9	Public Meeting
April 30	Workshop Session
May 14	Public Meeting

May 28	Workshop Session
June 11	Public Meeting
June 25	Workshop Session
July 9	Public Meeting
July 30	Workshop Session
August 13	Public Meeting
August 27	Workshop Session
September 10	Public Meeting
September 24	Workshop Session
October 8	Public Meeting
October 29	Workshop Session
November 12	Public Meeting
November 26	Workshop Session
December 10	Public Meeting
*December 23	Workshop Session

***Please note this date is a Monday**

Meeting dates are subject to change. 48 hour notification will be provided per N.J.S.A. 10:4-18.
ACTION MAY BE TAKEN AT BOTH PUBLIC AND WORKSHOP MEETINGS.

15-2013 Open Public Meetings Act, Chapter 231 of Public Laws of the State of New Jersey/Closed Sessions Governing Body

WHEREAS, it is necessary for the Mayor and Council of the Borough of Montvale to discuss matters relating to such matters and which matters are permitted by Section 7.b of the Open Public Meeting Act, Chapter 231 of the Public Laws of the State of New Jersey for 1975 to be discussed in closed session in the absence of the public from time to time:

- 1.) Any matter considered confidential by federal law, state statute, or court rule;
- 2.) Any matter in which the release of information would impair the receipt of federal funds;
- 3.) Any material which would constitute an unwarranted invasion of individual privacy if disclosed;
- 4.) Any collective bargaining agreements or other discussion of the terms and conditions of a collective bargaining agreement, including negotiations leading up to such an agreement;
- 5.) Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds where disclosure of such matter could adversely affect the public interest;
- 6.) Any tactics and techniques used in protecting the safety and property of the public and investigations of violations or possible violations of the law;
- 7.) Any pending or anticipated litigation or contract negotiations in which the public body is or may become a party, and any matter falling within the attorney-client privilege, to the extent that confidentiality is required to preserve the attorney-client relationship;
- 8.) Personnel matters related to the employment, appointment or termination of current or prospective employees, unless all individuals who could be adversely affected request, in writing, that the matter be discussed at a public meeting;
- 9.) Any deliberations of a public body occurring after a public hearing that may result in the imposition of a fine upon an individual or the suspension or the loss of license or permit belonging to an individual;

WHEREAS, the Mayor and Council of the Borough of Montvale have determined that it is necessary in the public interest that the matters in fact be discussed in closed session, and has estimated that as nearly as can now be ascertained, the results of the discussion can be disclosed to the public at the conclusion of such matters; and

WHEREAS, any motion to go into closed session will be deemed to include a motion that the matters discussed at such closed session will be disclosed to the public when such matters are finally determined and there is no further reason to prohibit the public disclosure of information relating to such matters; and
NOW, THEREFORE BE IT RESOLVED, that any motion to go into closed session shall have the same effect as this resolution being adopted; and

16-2013 Adoption of year 2013 By-Laws of the Mayor and Council of the Borough of Montvale

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the By-laws of the Mayor and Council of the Borough of Montvale are hereby adopted.

Included with original minutes

19-2013 Establishing a procedure for the periodic release of minutes of executive/session minutes

WHEREAS, the Borough Council of the Borough of Montvale periodically conducts executive session meetings pursuant to N.J.S.A. 10:4-12; and

WHEREAS, the Borough Council is desirous of establishing a procedure for the periodic release of minutes of executive session meetings.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the of the Borough of Montvale as follows:

1. **Borough Council Minutes Review Committee.** There shall be a minutes review committee (MRC) consisting of the Borough Administrator, the Borough Attorney and the Municipal Clerk, whose job shall be to periodically review the minutes of closed sessions of the Borough Council and make recommendations to the Borough Council which minutes should be made public. The MRC shall have no power and shall not be a "public body" within the meaning of the Open Public Meetings Act.
2. **Meetings of MRC.** The MRC shall meet on an as-needed basis. Meetings of the MRC shall be as scheduled at the convenience of the MRC members by the Borough Administrator.
3. **Preparatory staff work.** Prior to each meeting of the MRC, the Borough Attorney shall prepare a list of all closed sessions minutes which have been prepared by the Borough Attorney that have not been made public. The list and the minutes listed shall be made available to the MRC at their meetings.
4. **Basis for recommendation.** Recommendations to make minutes public shall be on a case-by-case basis, taking into consideration both the interest in maintaining confidentiality set forth in N.J.S.A. 10:4-12 and the interest in prompt disclosure set forth in N.J.S.A. 10:4-14.

The applicable guidelines set forth in paragraph 7 of this resolution may be considered as a general standard.

5. **Decision.** The decision to make public the minutes of any closed session shall be made only by the Governing Body of the Borough of Montvale and shall be based on a finding that public disclosure of the matters discussed at such closed session will not be detrimental to the public interest. In making this finding, the public body shall take into consideration, but need not agree with, the recommendation of the MRC and the basis for the recommendation as set forth in paragraph 4 above. In cases where more than one matter was discussed in closed session, the public body may elect to make public only the minutes pertaining to certain of those matters, and to keep the remaining portion(s) of the minutes confidential. Should the minutes contain any material entitled to protection, the public body shall excise or redact such protected matter, provided, that all materials required to be contained in the minutes by N.J.S.A. 10:4-14 shall be set forth.

6. **Once public, always public.** Minutes which are made public shall not thereafter be treated as confidential, but may be seen and copied by any person in the same manner as minutes of open meetings.

7. Guidelines. The following general guidelines pertaining to the nine purposes for closed meetings set forth in N.J.S.A. 10:4-12.B, may be considered in recommending and deciding when to make public minutes of closed session;
- (a) Matters required by law to be confidential. When the need to preserve the secrecy of the confidential information discussed no longer exists; provided, that material entitled to court protection shall not be disclosed.
 - (b) Matters affecting the right to receive federal funds. When disclosure would no longer impair the right to receive funds or cause funds already received to be forfeited.
 - (c) Matters involving individual privacy. Such matters shall not be disclosed except as ordered by a court of competent jurisdiction, or with the written consent of all of the individual(s) concerned.
 - (d) Matters relating to collective bargaining agreements. When the collective bargaining agreement has been made, executed, and ratified.
 - (e) Certain matters involving public funds. After the transaction involving the public funds has been made.
 - (f) Matters affecting public safety and property. When the disclosure would no longer impair the safety and property of the public or the conduct of any investigation.
 - (g) Litigation, contract negotiation and certain privileged matters. As to litigation, when a final decision has been rendered and all rights of appeal are exhausted; as to anticipated litigation, when the statute of limitations has been made as to contract negotiation, when either the contract has been made and is binding on all parties or if not made, when negotiation is terminated; as to matters falling within the attorney-client privilege, at such time, if ever, that disclosure would not violate the attorney's ethical duties.
 - (h) Employment matters. When the employment decision has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to court protection shall not be disclosed.
 - (i) Deliberations after hearing in penalty matters. After the decision of whether to impose the penalty has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to court protection shall not be disclosed.

20-2012: Adoption Borough Policy & Procedure Manual/Year 2013

WHEREAS, it is the policy of Borough of Montvale to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General's guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Montvale Governing Body has determined that there is a need for personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations.

NOW, THEREBY, BE IT RESOLVED by the Mayor & Council of the Borough of Montvale that the Personnel Policies and Procedures Manual attached hereto is hereby adopted.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all Borough officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by Borough employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor & Council.

BE IT FURTHER RESOLVED that to the maximum extent permitted by law, employment practices for the Borough of Montvale shall operate under the legal doctrine known as "employment at will."

BE IT FURTHER RESOLVED that the Administrator and all managerial/supervisory personnel are responsible for these employment practices. The Borough Attorney shall assist the Administrator in the implementation of the policies and procedures in this manual.

BE IT FUTHER RESOLVED, this manual shall be distributed to managerial/supervisory employees of the Borough of Montvale

NON-CONSENT AGENDA RESOLUTION

00-2013 Temporary Budget

Prepared by the CFO; original resolution in Municipal Clerks office and included with original minutes

Introduced by Councilmember Lane; seconded by Councilmember Cudequest – all ayes

17-2013 Officers Fire Department

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., that the following Officers of the Montvale Fire Department be approved for the year 2013:

- Fire Chief - Clinton Miller, Sr.
- Assistant Fire Chief - Geoffrey Gibbons
- Captain 1 - Kevin Krazit
- Captain 2 - Michael Barnes
- Lt., Company #1 - Ryan Miller
- Lt., Company #2 - Joe Kolasar

Introduced by Councilmember Lane; seconded by Councilmember Talarico – all ayes

18-2013 NJ Pay to Play Law/Professional Service Contract Appointments/Year 2013

WHEREAS, on January 2006, the "New Jersey Local Unit Pay to Play" Law, N.J.S.A. 19:44A-20.4, et. seq., took effect; and

WHEREAS, the Borough of Montvale has a need to award certain professional contracts for services required by the municipality in calendar year 2013; and

WHEREAS, the Pay to Play Law permits such services to be acquired through the 'non-fair and open' process as declined in N.J.S.A. 19:44A-20.4 or 20.5 on those contracts where it is anticipated that the total cost will exceed \$17,500.00; and

WHEREAS, the anticipated term of these contracts is 1 year; and

WHEREAS, the public good and interest of the citizens of the Borough of Montvale will best be served by the "non-fair and open" process to secure experienced professional services, rather than the "fair and open" process awarding a contract to the lowest bidder; and

WHEREAS, each professional will be required to first complete and submit a Business Entity Disclosure Certification which certifies these professionals have not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that said professionals will be prohibited from making any reportable contributions through the term of the contract, and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale as follows:

The following professional 2013 contracts shall be awarded under the "non-fair open" process at the next regular meeting of the Governing Body:

<i>Borough Attorney:</i>	Philip N. Boggia, Esq. Boggia & Boggia, Esqs. 71 Mt. Vernon Street Ridgefield Park, NJ 07660
<i>Borough Engineer:</i>	Andrew Hipolit Maser Consulting P.A. 200 Valley Road, Suite 306 Mount Arlington, NJ 07856
<i>Auditor:</i>	Jeff Bliss Lerch, Vinci & Higgins 1717 Route 208 Fairlawn, NJ 07407

The said professionals, prior to securing such contract, shall execute and file with the Municipal Clerk, a *2013 Business Entity Disclosure Certification* pursuant to N.J.S.A. 19:44A-20-8.

Introduced by Councilmember Lane; seconded by Councilmember Talarico – all ayes

**OATHS OF OFFICE ADMINISTERED TO OFFICERS OF MONTVALE FIRE DEPARTMENT
SWEARING IN BY MAYOR ROGER J. FYFE**

Fire Chief Clinton Miller, Sr.
Fire Department Assistant Chief Geoffrey Gibbons
Fire Department Captain, Company # 1, Kevin Krazit
Fire Department Captain, Company # 2, Michael Barnes
Fire Department Lieut., Company # 1, Ryan Miller
Fire Department Lieut., Company # 2, Joe Kolasar

**MAYOR & GOVERNING BODY APPOINTMENTS, 2013 STAFF, BOARD AND COMMITTEE
APPOINTMENTS**

Mayor Fyfe read the staff, board and committee appointments into the record. (Listing attached to original minutes).

A motion by Councilmember Cudequest; seconded by Councilmember Talarico
Councilmember Lane asked about the tax office not being mentioned; the administrator stated the tax collector has been appointed to a four year term and is not due to expire yet; Councilmember Ghassali asked about the DPW foreman position; the Mayor stated that will be discussed at a later date
- All ayes on a roll call vote

OPEN MEETING TO PUBLIC:

Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Talarico - All ayes

Rob Hermansen, former Freeholder

Congratulated Councilmembers Ghassali and Cudequest on their re-election; he also commended the borough for their shared services and thanked the borough and continue doing a great service;

CLOSE MEETING TO PUBLIC:

Motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Talarico
- All ayes

COUNCIL COMMENTS:

Councilmember Lane

Congratulated Councilmembers Ghassali and Cudequest on their re-election; wanted to thank all the volunteers and professionals for keeping the town running during the past year; looking forward to working with Chief Miller and his team.

Councilmember Ghassali

Looking forward for serving the next 3 years; special thank you to all the volunteers and paid personnel from the Fire Dept, Tri-boro, DPW and Police; thanked all administrative personnel that work behind the scenes; Moving forward he would like to continue with working with the schools on Safety, second he added about the financial stability of the borough, we are on the right track about reducing costs and working smarter and finally continue with transparency; thanked Mayor Fyfe for his hard work during Hurricane Sandy.

Councilmember Curry

Good Evening – thanked volunteers; thanked many residents for communicating their ideas and opinions; look forward to the input from the residents regarding the Firehouse and School #2; Congratulated Councilmembers Ghassali and Cudequest on their re-election; would like to acknowledge the good work that the Mayor, administration, OEM, Fire Dept, Tri-boro, DPW and the Police Dept did during Hurricane Sandy; and finally thanked everyone for the opportunity to serve.

Councilmember Cudequest

Thanked the residents of Montvale for their vote In November; first 3 years have been rewarding; met a lot of new people who volunteer their time to sit on boards and/or committees, their common goal is to do what best for the town; looking forward to working with the mayor and council with the challenges ahead and added we don't always agree with one another but do have tremendous respect for each other.

Councilmember LaMonica

Council faced a lot of challenges this past year which will carry over to 2013; we don't always agree but do have tremendous respect for each other; thanked all the volunteers and paid staff for their efforts during Sandy; finally would like to encourage all residents to recycle more, think green and reduce the carbon footprint.

Councilmember Talarico

Congratulated fellow councilmembers on their re-election; this will be sixth year serving the borough and would like to renew his commitment to serving the borough; made great strides with a tight budget; Encouraged the residents to take an active role in the community by coming to meetings, making their voices heard and volunteering; finally please continue to support the victims of Hurricane Sandy and please pray for the families of the 26 victims of Sandy Hook and for the entire town of Newtown, CT

Mayor Fyfe

Seems to be a theme about volunteerism; glad to see the amount of volunteers; very proud to see the fire and police do what they do during the hurricane, no words can describe what the mayor experienced the week he spent with them; added by saying the current councilmembers are a group of dedicated people and the mayor is proud to be working with them; Once again encourage the residents to come to meetings

CLOSING PRAYER

Closing prayer given by Pastor Jashua Rasdall Montvale Evangelical Free Church

Motion to adjourn Re-Organization meeting by Councilmember Lane; seconded by Councilmember Cudequest - All ayes.

Meeting adjourned at 7:55PM

Next scheduled Mayor and Council meeting will be held January 8, 2013 @ 7:30PM

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 21-2013**

RE: Redemption of Tax Sale Certificate #11-00002 / 1 Conrad Court

WHEREAS, a redemption has been made on Certificate #11-00002, Block 803, Lot 1, property in the name of Carol Tornello, 1 Conrad Court, Montvale; and,

WHEREAS, the lien holder, Michael G. Vesta has submitted the Tax Sale Certificate, signed for cancellation in the amount of \$12,904.58 which includes subsequent payments and penalties and an additional \$17,000 for premium totaling \$29,904.58; and,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the Tax Collector be and is hereby authorized to Redeem Certificate #11-00002 and send payment of \$29,904.58 to Michael G. Vesta, 263 Rivervale Road, River Vale, NJ 07675

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 22-2013**

RE: Cancellation of Tax and Excess Sewer Overpayments or Delinquent Amounts Less than \$10.00

WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of property tax and excess sewer overpayments or delinquent amounts in the amount of less than \$10.00; and

WHEREAS, the Mayor and Council may authorize the Tax Collector to process, without further action on their part, any cancellation of property tax and excess sewer overpayments or delinquencies of less than \$10.00

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, hereby authorize the Tax Collector to cancel said property tax and excess sewer amounts as deemed necessary.

BE IT FURTHER RESOLVED, that a certified copy of the resolution be forwarded to the Tax Collector, Chief Finance Officer and the Municipal Auditor.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

2013 PROFESSIONAL SERVICE FEES/HOURLY RATE/RETAINERS

Due 12/17/12

Name	Service	2013 Fees	2012 Fees
Boggia & Boggia	Boro Attorney	No Increase	\$40,000 Retainer \$75,000 Max All Other Legal Svcs.
Lerch Vinci&Higgins	Boro Auditor	\$700. Annual Audit Increase Only	
Maser Consulting	Boro Engineer	\$2-5 Increase Per Hour Technical Staff	
PhillipsPreissGrygiel LLC	Boro Planner	No Increase	\$150/hour
Tri-State Technical	Computers	Service Increase 2% - \$7645 No Increase Labor	\$7,495.00 Labor \$75/hr.
Danori, LLC	Webmaster	No Increase	Service-\$7500; \$50/hour
PIA	Risk Mgmnt - JIF Consultant - BMED	No Increase Assessed by Fund	6% Assessment

2013 CONTRACTS

Name	Service	2013 Fees	2012 Fees
Valley Health Med. Grp	Alcohol Drug Testing	No Increase	
Tyco Animal Control Sv.	Animal Control Services	No Increase	
BC Dept. Health	Bloodborne Pathogens	No Increase	



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 23-2013**

RE: 2013 Authorization to Execute Contract/Valley Health Medical Group /Alcohol and Drug Testing Services

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, in the County of Bergen, State of New Jersey, that the Mayor and Municipal Clerk be authorized to execute a contract between Valley Health Medical Group, Valley Health WorkPlace Connection, 15 Essex Road, Suite 504, Paramus, NJ 07652 for the period of January 1, 2013 to December 31, 2013 to coordinate CDL Random Drug and Alcohol Program and Testing.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Health Medical Group (VHMG) ("PROVIDER"), a professional Company having its principal place of business at 15 Essex Road, Ste 504, Paramus, NJ 07652 and Montvale, Borough of ("MUNICIPALITY"), a Municipality having its address at 12 Mercedes Dr., Montvale, NJ 07645 on this date of January 1, 2013, which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

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

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

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

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

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

The following services are included in the per driver fee:

- Random
- Post Accident
- Reasonable Suspicion
- Return to Duty

All other testing will be done on a fee for service basis.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the MUNICIPALITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the MUNICIPALITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to MUNICIPALITY, its agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory Municipality over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to MUNICIPALITY, at location(s) of MUNICIPALITY's choosing, and at reasonable expense to MUNICIPALITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for MUNICIPALITY, except records containing confidential medical information, within two business days of notification by MUNICIPALITY of such request.

Reporting of results to MUNICIPALITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

MUNICIPALITY RESPONSIBILITIES

MUNICIPALITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of MUNICIPALITY.

MUNICIPALITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

MUNICIPALITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

MUNICIPALITY will notify PROVIDER of any responsibilities with regard to the MUNICIPALITY's Employee Assistance Program as it relates to alcohol and drug testing.

MUNICIPALITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to MUNICIPALITY officials with a business need for the information only.

MUNICIPALITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for MUNICIPALITY; MUNICIPALITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

MUNICIPALITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by MUNICIPALITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

MUNICIPALITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

MUNICIPALITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	COMPANY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Selection/provision of drug testing collections	COMPANY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Selection/provision of drug testing laboratory services	COMPANY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Random selection for drug and/or alcohol testing	COMPANY _____	PROVIDER <u> X </u>	NOT APPLICABLE _____
Other (specify): _____ _____	COMPANY _____	PROVIDER _____	NOT APPLICABLE _____
Other (specify): _____ _____	COMPANY _____	PROVIDER _____	NOT APPLICABLE _____

Additional:

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to MUNICIPALITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies MUNICIPALITY in writing sixty (60) days in advance of a price change. If MUNICIPALITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice MUNICIPALITY for all services provided on a quarterly basis. Quarterly payment schedule will be based on the number of drivers on the list provided by the Municipality on January 1st of the contract year. Reconciliation will be done in the first quarter of the following year based on the number of drivers on the list provided by the Municipality in the fourth quarter of the contract year. Payment terms are net thirty (30) days after the date of any invoice. In the case of failure of MUNICIPALITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of one (1) year commencing on January 1, 2013, and terminating on December 31, 2013. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR MUNICIPALITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that MUNICIPALITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the MUNICIPALITY under the MUNICIPALITY's substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to MUNICIPALITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of MUNICIPALITY, acts, rules or regulations or orders of any governmental Municipality or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

MUNICIPALITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the MUNICIPALITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of MUNICIPALITY or MUNICIPALITY's employees, agents, or related personnel. MUNICIPALITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including MUNICIPALITY's tested individuals) resulting from any willful or negligent act or omission on the part of MUNICIPALITY or MUNICIPALITY's representatives.

PROVIDER shall indemnify, defend and hold harmless MUNICIPALITY, MUNICIPALITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify MUNICIPALITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and MUNICIPALITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and MUNICIPALITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. MUNICIPALITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, MUNICIPALITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The MUNICIPALITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The MUNICIPALITY agrees to immediately report to the PROVIDER if: (1) the MUNICIPALITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the MUNICIPALITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the MUNICIPALITY, or its employees; or (3) the MUNICIPALITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VHMG:

Phyllis Marino, M.D.
President

With a copy to:

Paul Gresko
Director, OHS

If to MUNICIPALITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

INSURANCE:

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

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

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

PROVIDER: VHMG

By: 

Title: Director, OHS

Date: 11/30/12

MUNICIPALITY: Montvale, Borough of

By: _____

Title: _____

Date: _____

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

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

MUNICIPALITY agrees to pay PROVIDER \$ 66.00 per driver for DOT drug test (UDS) and DOT alcohol test (BAT)

MUNICIPALITY agrees to pay PROVIDER \$ 70.00 per DOT physical

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

MUNICIPALITY agrees to pay PROVIDER \$ 160.00 per split sample test

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

MUNICIPALITY agrees to pay PROVIDER \$ 67.00 per non-covered UDS

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

Above Fee to include:

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

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



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 24-2013**

RE: Award Professional Service Contract / Borough Attorney / Boggia & Boggia

WHEREAS, the Borough of Montvale has a need to acquire Attorney Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, Boggia & Boggia, 71 Mt. Vernon Street, Ridgefield Park, NJ 07660 were appointed at the Re-organization Meeting of the Governing Body on January 2, 2013; and

WHEREAS, the anticipated term of this contract is for 1 year; and

WHEREAS, the Certified Municipal Finance Officer has certified the availability of funds; and,

WHEREAS, Philip Boggia, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit Philip Boggia, Esq. from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (*N.J.S.A. 40A:111 et seq.*) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale as follows:

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Boggia & Boggia.
2. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
4. A Notice of this action shall be printed once in the official newspaper of the Borough.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

Maureen Iarossi

From: Chie Yanagihara <chie@boggialaw.com>
Sent: Monday, December 10, 2012 11:52 AM
To: Maureen Iarossi
Subject: Professional Service Fees
Attachments: SCAN3941_000.pdf

Dear Maureen,

In response to your correspondence dated 11/28/2012, please be advised that there is no change in my hourly rate or retainer for professional services for the year 2013.

Would you please add to paragraph 3. of the Service Agreement the following: unless authorized by resolution

Thank you for your attention to this matter.

(On Behalf of Philip Boggia)

Chie Yanagihara

BOGGIA & BOGGIA, LLC

Attorneys At Law

71 Mt. Vernon Street

Ridgefield Park, NJ 07660

Phone: (201) 641-0006 x 304

Fax: (201) 641-6649

Disclaimer: The filters and firewalls needed in the current internet environment may delay receipt of emails, particularly those containing attachments. We strongly urge you to use delivery receipt and/or telephone calls to confirm receipt of important email.

Confidentiality Notice: This electronic message contains information from the law firm of Boggia & Boggia, LLC. This email and any files attached may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is strictly prohibited. If you have received this transmission in error, please forward same to sender and destroy the original transmission and its attachments without reading or saving in any manner.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

BOROUGH OF MONTVALE PROFESSIONAL SERVICES AGREEMENT 2012 2013
BOROUGH ATTORNEY - PHILIP BOGGIA, ESQ., BOGGIA & BOGGIA, LLC.

This Contract entered into on this 2nd day of March, 2012, between the BOROUGH OF MONTVALE hereinafter referred to as "BOROUGH" and PHILIP N. BOGGIA, Esq., of BOGGIA & BOGGIA, LLC., hereinafter referred to as "ATTORNEY" witnesseth as follows:

WHEREAS, the BOROUGH pursuant to the Public Contract Law of the State of New Jersey desires to engage an attorney as its Borough Attorney for the year 2012 and

WHEREAS, the BOROUGH desires that the scope of services to be performed by ATTORNEY as well as the compensation to be paid to said ATTORNEY be memorialized in a written document pursuant to law; and

NOW, THEREFORE, the parties do mutually agree as follows:

1. The BOROUGH pursuant to authority delegated to it hereby retains and employs ATTORNEY to act under the title of ATTORNEY or to act under the title of BOROUGH ATTORNEY as counsel for the Mayor and Council and to render to it legal advice and to represent it in all matters which may be pending or which may hereinafter be instituted in any of the Courts of the State of New Jersey and the Court of the United States which are located within said State, and before all administrative agencies and departments of government brought by or against the BOROUGH during and throughout the duration of this Contract; and to attend all meetings requested by BOROUGH beyond the normally scheduled meetings, prepare contracts as requested, render legal opinions, prepare any and all other legal services as BOROUGH may request or require.
 2. ATTORNEY or a qualified municipal attorney designee agrees to attend two (2) regularly scheduled monthly meetings of the BOROUGH. ATTORNEY agrees to provide legal advice to the Governing Body, Borough Administrator/Municipal Clerk or staff by telephone during normal working hours. Telephone Calls to and from Borough Employees and Elected Officials during normal business hours are not to be included in billable hours. The BOROUGH agrees to compensate ATTORNEY the sum of \$40,000 for such services. This compensation is paid as the retainer. The retainer shall be paid to ATTORNEY payable by the end of the third month of each quarter. The retainer shall not include Tax Appeals, Ordinances, Review of Competitive Bidding Contracts and Resolution of Award, General Contracts, and Extraordinary Resolution requested by the Municipal Clerk, Litigation and Correspondence and shall not exceed an amount of \$40,000. The appointment of the Borough Attorney is for a one-year term.
 3. For any and all other legal services the BOROUGH requires the ATTORNEY to perform, the BOROUGH agrees to compensate ATTORNEY at the hourly rate of \$140.00 per hour not to exceed the maximum sum of \$75,000 exclusive unless authorized by resolution.
- Any sum payable hereunder shall be paid to ATTORNEY upon presentation of a detailed statement of services rendered at the time they submit his requisition for payment to the pertinent financial officer. Said requisition by ATTORNEY shall be submitted at monthly time intervals.
4. All expenses (i.e., suit costs, filing fees, etc.) shall be borne by the Borough and shall be itemized in detail by ATTORNEY.

5. In the event that the BOROUGH requires and requests of ATTORNEY services not compensable hereunder as a result of under appropriation or under estimation of the appropriation actually required, then and in that event, BOROUGH and ATTORNEY may negotiate further compensation subject to the funds being available in the municipal budget of the BOROUGH.

6. This Contract is subject to an appropriation of monies being made by the Mayor and Council of the Borough of Montvale.

7. The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without written authorization of the other.

8. ATTORNEY agrees to submit, at the time of the execution of this Contract, liability insurance policy endorsement manifesting third party liability coverage in an amount not less than one (1) million dollars. The type of insurance shall be in a form acceptable to the BOROUGH and shall be continued for so long as this Contract is in effect.

9. This Contract may be amended or supplemented in any particular by following the procedure used for its adoption.

10. This Agreement shall commence on January 1, 2012, and shall run for a term of one year and terminate on December 31, 2012. ²⁰¹³ 2013

11. Political Contribution Disclosure. This contract has been awarded to Philip N. Boggia of Boggia & Boggia, LLC., based on the merits and abilities of Philip N. Boggia of Boggia & Boggia, LLC., to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Philip N. Boggia of Boggia & Boggia, LLC., its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Montvale, County of Bergen if a member of that political party is serving in an elective public office of that Borough of Montvale, County of Bergen when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that Borough of Montvale, County of Bergen when the contract is awarded.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, their seals affixed and attested by their duly authorized officers.

ATTEST:

Eileen Walsh
Eileen Walsh, Administrative Assistant

BOROUGH OF MONTVALE
Maureen Larossi-Alwan
Maureen Larossi-Alwan
Administrator/Municipal Clerk

WITNESS:

James Behm

BOGGIA & BOGGIA, LLC.
Philip N. Boggia
Philip N. Boggia, Esq.



Borough of Montvale

12 Mercedes Drive, 2nd Floor
Montvale NJ 07645

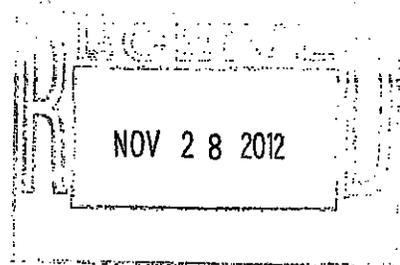
www.montvale.org

Ph: 201-391-5700

Fx: 201-391-9317

November 26, 2012

Mr. Philip N. Boggia, Esquire
Boggia & Boggia
Centennial House
71 Mt. Vernon Street
Ridgefield Park, New Jersey 07660



Professional Service Fees - 2013

Dear Mr. Boggia:

In preparation for the upcoming Municipal Budget Year 2013, please submit to me no later than December 17, 2012, your professional service fees, hourly rates and/or retainer amounts for 2013 budget consideration.

Sincerely,

Maureen Iarossi-Alwan
Administrator/Municipal Clerk

MIA: ew



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 25-2013**

RE: Award Professional Service Contract / Borough Auditor / Lerch, Vinci & Higgins

WHEREAS, the Borough of Montvale has a need to acquire Auditor Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, Lerch, Vinci & Higgins, LLP, 17-17 Route 208, Fair Lawn, NJ 07410 were appointed at the Re-organization Meeting of the Governing Body on January 2, 2013; and

WHEREAS, the anticipated term of this contract is for 1 year; and

WHEREAS, the Certified Municipal Finance Officer has certified the availability of funds; and,

WHEREAS, Lerch, Vinci & Higgins, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit Lerch, Vinci & Higgins, LLP from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (*N.J.S.A. 40A:111 et seq.*) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale as follows:

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Lerch, Vinci & Higgins

2. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with *N.J.S.A. 40A:11-5(1)(a)* of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

4. A Notice of this action shall be printed once in the official newspaper of the Borough of Montvale.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

17 - 17 ROUTE 208
FAIR LAWN, NJ 07410
TELEPHONE (201) 791-7100
FACSIMILE (201) 791-3035
WWW.LVHCPA.COM

DIETER P. LERCH, CPA, RMA, PSA
GARY J. VINCI, CPA, RMA, PSA
GARY W. HIGGINS, CPA, RMA, PSA
JEFFREY C. BLISS, CPA, RMA, PSA
PAUL J. LERCH, CPA, RMA, PSA
DONNA L. JAPHET, CPA, PSA
JULIUS B. CONSONI, CPA, PSA

ELIZABETH A. SHICK, CPA, RMA, PSA
ANDREW PARENTE, CPA, RMA, PSA
ROBERT W. HAAG, CPA, PSA
DEBORAH K. LERCH, CPA, PSA
DEBRA GOLLE, CPA
CINDY JANACEK, CPA, RMA
RALPH M. PICONE, CPA, RMA, PSA
EDWARD N. KERE, CPA
November 28, 2012

Honorable Mayor and Members
Of the Borough Council
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Dear Governing Body:

We are pleased to confirm our understanding of the services we are to provide the Borough of Montvale (the "Borough") for the year ended December 31, 2013. We will audit the financial statements of all funds and account groups which collectively comprise the entity's financial statements, of the Borough of Montvale as of and for the year ended December 31, 2013. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements:

1. Schedules of expenditures of federal awards and state financial assistance.
2. Other Supplementary Schedules

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the statutory basis of accounting, as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, contracts, agreements and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and New Jersey Circular 04-04, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the governing body, management, the New Jersey State Department of Community Affairs, federal and state awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments, the provisions of OMB Circular A-133 and New Jersey Circular 04-04, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and New Jersey Circular 04-04, procedures required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the various funds and account group and the respective results of operations and changes in fund balance, statement of revenues and statement of expenditures in conformity with the statutory basis of accounting; and for federal and state award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for the financial statements and all accompanying information as well as all representations contained therein.

Management Responsibilities (continued)

You are responsible for management decisions and functions. We will prepare the general ledger trial balances for use during the audit. Our preparation of the trial balance will be limited to formatting information in the Borough's general ledger into a working trial balance. As part of the audit, we will prepare a draft of your financial statements, schedules of expenditures of federal awards and state financial assistance and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133 and New Jersey Circular 04-04, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and corrective action plan should be available for our review at the commencement of the audit field work.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Audit Procedures—Internal Control (continued)

As required by OMB Circular A-133 and New Jersey Circular 04-04, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and New Jersey Circular 04-04.

An audit is not designed to provide assurance on internal control or to identify deficiencies. However, during the audit, we will communicate to management and the governing body internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, OMB Circular A-133, and New Jersey Circular 04-04.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and New Jersey Circular 04-04 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and *New Jersey State Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Borough's major programs. The purpose of those procedures will be to express an opinion on the Borough's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and New Jersey Circular 04-04.

Audit Administration, Fees, and Other

We understand that your employees will assist our personnel in locating records selected by us for testing.

The audit documentation for this engagement is the property of Lerch, Vinci & Higgins LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to New Jersey State Department of Community Affairs or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lerch, Vinci & Higgins LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Audit Administration, Fees, and Other (continued)

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the New Jersey State Department of Community Affairs. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for the above described services rendered on behalf of the Borough of Montvale is based on our experience in prior years' audits of the Borough. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additionally, the Borough will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the Borough's bank balances in accordance with generally accepted auditing standards. Our invoices for this fee will be rendered each month as work progresses and are payable upon presentation. Our fee for the fiscal year ended December 31, 2013 will be as follows:

	<u>2013 Proposed Fee</u>
Annual Audit	\$36,000
LOSAP Review	\$ 1,700
Preparation of Supplemental Debt Statement And Capital Budget Amendment	\$ 500 each

The above fee includes the following additional services that will not be subjected to the audit procedures applied in the audit of the financial statements:

- Preparation of the Unaudited Annual Financial Statement for the year ended December 31, 2013
- Preparation of the Annual Debt Statement for the year ended December 31, 2013

Also, should the Borough request accounting support services in connection with the sale of bonds or notes, our fee for these services in connection with assistance in the the preparation of an official statement will be billed on a flat fee basis. Our requested fee for Bond Sales is \$18,000 and Bond Anticipation Note sales is \$7,500, plus out-of-pocket expenses. In addition, our fees for preparing Secondary Market Disclosure documents is \$1,500.

Should any additional matters come to our attention which will require us to enlarge the scope of the engagement, we will discuss the matter as well as the cost estimate with the Governing Body prior to commencement of the work. Should the Borough request accounting support or management advisory services to be rendered outside the scope of audit services reflected herein, such services would be billed at our standard hourly rates or an agreed-upon fixed fee. The Borough will be notified of such agreed-upon fixed fee engagements prior to the commencement of the work.

Our standard billing rates for 2013 are as follows:

Partners	\$140- \$170 per hour
Managers	\$100 - \$125 per hour
Senior Accountants/Supervisors	\$ 80 - \$100 per hour
Staff Accountants	\$ 70 - \$ 80 per hour
Other Personnel	\$ 45 per hour

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our September 30, 2009 peer review report accompanies this letter.

The parties to this Agreement agree to incorporate into this Agreement the mandatory language of N.J.S.A. 10:5-31 et seq. (N.J.A.C. 17:27), a copy of which is attached hereto as Exhibit "A".

Political Contribution Disclosure

This agreement has been awarded to Lerch, Vinci & Higgins, LLP based on the merits and abilities of Lerch, Vinci & Higgins, LLP to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to NJSA 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Lerch, Vinci & Higgins, LLP, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to NJSA 19:44A-8 or 19:44A016, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality when the contract is awarded.

We appreciate the opportunity to be of service to the Borough of Montvale and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

LERCH, VINCI & HIGGINS, LLP

LERCH, VINCI & HIGGINS, LLP
Certified Public Accountants
Registered Municipal Accountants

This letter correctly sets forth the understanding of the Borough of Montvale.

By: _____

Title: _____

Date: _____

LERCH, VINCI & HIGGINS, LLP

AFFIRMATIVE ACTION REQUIREMENTS

MANDATORY AFFIRMATIVE ACTION LANGUAGE

NJSA 10:5-31 et seq., NJAC 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

APPENDIX A

During the performance of the contract, the contractor agrees as follows:

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

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

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

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

The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county or employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Swartz & Co., LLC
CERTIFIED PUBLIC ACCOUNTANTS
P.O. Box 548, Mays Landing, NJ 08330

Member: New Jersey Society of CPAs
American Institute of CPAs
AICPA Private Companies Practice Section www.swartzcocpa.com

Phone: (609) 625-0999
Toll Free in N.J.: (877) 310-0999
Fax: (609) 625-2421

System Review Report

March 16, 2010

To the Owner of Lerch, Vinci & Higgins, LLP
and the Peer Review Committee of the New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP (the firm) in effect for the year ended September 30, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins, LLP in effect for the year ended September 30, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lerch, Vinci & Higgins, LLP has received a peer review rating of *pass*.


Swartz & Co. LLC



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 26-2013**

**RE: Award Professional Service Contract / Engineering Services / Maser Consulting P.A.
Andrew R. Hipolit, P.E., PP., C.M.E.**

WHEREAS, the Borough of Montvale has a need to acquire Engineering Services as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, Maser Consulting P.A., 200 Valley Road, Mount Arlington, NJ 07856 were appointed at the Re-organization Meeting of the Governing Body on January 2, 2013; and

WHEREAS, Andrew R. Hipolit, shall be designated as Principal In Charge for all services provided to the Borough of Montvale, and

WHEREAS, the anticipated term of this contract is for 1 year; and

WHEREAS, the Certified Municipal Finance Officer has certified the availability of funds; and,

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

WHEREAS, the Local Public Contracts Law (*N.J.S.A. 40A:111 et seq.*) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale as follows:

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Maser Consulting.
2. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with *N.J.S.A. 40A:11-5(1)(a)* of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.
4. A Notice of this action shall be printed once in the official newspaper of the Borough.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



MASER CONSULTING P.A. HOURLY RATES
EFFECTIVE JANUARY 1, 2013 THRU DECEMBER 31, 2013
BOROUGH OF MONTVALE
TECHNICAL STAFF

Department Manager	165.00
Sr. Project Manager	160.00
Project Manager	150.00
Assistant Project Manager	140.00

Sr. Project Engineer	130.00	Sr. Project Surveyor	130.00
Project Engineer	120.00	Project Surveyor	120.00
Asst. Project Engineer	110.00	Senior Surveyor	110.00
Sr. Engineer	100.00	Surveyor/Party Chief	100.00
Sr. Design Engineer	95.00	Assistant Surveyor	85.00
Design Engineer	90.00	Surveyor Technician	65.00
Engineer	80.00	Survey Crew – 1 Man	155.00
Assistant Engineer	70.00	Survey Crew – 2 Man	185.00
Sr. Technician	65.00	Survey Crew – 3 Man	230.00
Technician	60.00		
Data Collection Specialist	50.00	GIS Dept. Manager	130.00
		Sr. GIS Specialist	105.00
Sr. Project Planner	125.00	GIS Specialist	90.00
Project Planner	115.00	GIS Technician	75.00
Sr. Planner	100.00		
Planner	85.00	Project CADD Designer	120.00
Planning Aide	65.00	Sr. CADD Designer	110.00
		CADD Designer	95.00
Sr. Project Landscape Architect	115.00	Project CADD Operator	85.00
Project Landscape Architect	105.00	Sr. CADD Operator	75.00
Sr. Landscape Architect	95.00	CADD Operator	70.00
Landscape Architect	85.00		
Landscape Designer	75.00	Assistant Construction Dept. Mgr.	125.00
		Sr. Construction Project Manager	110.00
Sr. Geophysicist	120.00	Construction Project Manager	100.00
Sr. Environmental Scientist	130.00	Construction Manager	90.00
Environmental Scientist	120.00	Sr. Project Observer	85.00
Geophysicist	110.00	Project Observer	75.00
Project Environmental Specialist	100.00	Sr. Observer	65.00
Sr. Environmental Specialist	85.00		
Environmental Specialist	75.00	Permit Coordinator	95.00
Environmental Technician	65.00	Asst. Permit Coordinator	80.00
Principal Investigator	100.00	Sr. Administrative Assistant	60.00
Sr. Archaeologist	90.00	Administrative Assistant	50.00
Archaeologist	75.00		
Architectural Historian	70.00		
Crew Chief/Laboratory Director	65.00		
Field Technician	60.00		
Project Geotechnical Specialist	100.00		
Sr. Geotechnical Specialist	90.00		
Sr. Geotechnical Observer	80.00		
Geotechnical Technician	65.00		



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 27-2013**

RE: Award Professional Service Contract / Borough Planner / Phillips, Preiss & Grygiel, LLC

WHEREAS, the Borough of Montvale has a need to acquire Municipal Planner as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, Phillips, Preiss & Grygiel, LLC were appointed at the Re-Organization Meeting of the Governing Body on January 2 2013; and

WHEREAS, it is the desire of the Mayor and Borough Council to appoint Richard P. Preiss of the planning firm of Phillips, Preiss & Grygiel, LLC, 33-41 Newark Street, Hoboken, NJ 07030 for planning services for the Borough for this period; and

WHEREAS, the anticipated term of this contract is for 1 year; and

WHEREAS, the Certified Municipal Finance Officer has certified the availability of funds; and,

WHEREAS, Phillips, Preiss & Grygiel, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit Phillips, Preiss & Grygiel, LLC from making any reportable contributions through the term of the contract; and

WHEREAS, the Local Public Contracts Law (*N.J.S.A. 40A:111 et seq.*) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the Contract itself must be available for public inspection;

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale as follows:

1. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

3. A Notice of this action shall be printed once in the official newspaper of the Borough.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



PHILLIPS PREISS GRYGIEL LLC

Planning & Real Estate Consultants

33-41 Newark Street

Third Floor, Suite D

Hoboken, NJ 07030

201.420.6262

Fax 420.6222

www.ppgplanners.com

December 14, 2012

**Maureen Iarossi Alwan, Administrator/Municipal Clerk
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 076045**

RE: Professional Services and Hourly Rates for 2013

Dear Maureen:

Attached please find the proposed hourly rates which will be charged to the Borough of Montvale for providing professional planning services in 2013.

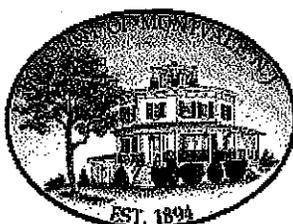
Please note that my billing rate, at \$150 per hour, will not be changed.

Please call me if you have any questions in regard to the above.

Yours sincerely,

**Richard M. Preiss, P.P.
Vice President**

**encl.
#11004**



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 28-2013**

RE: Awarding Service Contract / Agreement Tri-State Technical Services / Computers & Peripherals

WHEREAS, the Borough of Montvale requires professional computer services and an extended service agreement for the computers and peripherals for the period January 1, 2013 through December 31, 2013; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law, (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding.

NOW, THEREFORE BE IT RESOLVED by the Borough of Montvale as follows:

That a contract for professional computer services for an Extended Service Agreement for Computers and Peripherals dated December 1, 2012 which is attached and made part of this resolution be awarded to Tri-State Technical Computer Services, Inc., of 442 Lafayette Avenue, Hawthorne, New Jersey 07506 in the amount of \$7,645.00 for the period January 1, 2013 through December 31, 2013, as described in the Service Agreement;

WHEREAS, the Certified Municipal Finance Officer has provided funds to be available subject to the adoption of the year 2013 Municipal Budget; and

BE IT FURTHER RESOLVED that a copy of this resolution be published in The Ridgewood News, be on file, available for public inspection, in the office of the Municipal Clerk, 12 Mercedes Drive, Montvale, NJ 07645.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

**TRI-
STATE**

TECHNICAL COMPUTER SERVICES INC.

442 Lafayette Avenue
Hawthorne, New Jersey 07506
Tel: (973) 304-0088
Fax: (973) 304-0481

December 1, 2012

Maureen Iarossi-Alwan
Administrator/Municipal Clerk
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645

Dear Ms. Iarossi-Alwan,

Our labor rate for the year 2013 will remain the same (\$75.00 per hour) and the service contract will increase 2% to \$7645.00.

If you have any questions, please call.

Sincerely,



Dino George
Vice-President



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 29-2013**

RE: Appointment of A Risk Management Consultant In Accordance With The Requirements Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF) For The Borough Commencing January 1, 2013

WHEREAS, the Borough Of Montvale (hereinafter, the Municipality) is a member of the **Bergen County Municipal Joint Insurance Fund (BCMJIF)** and the **Municipal Excess Liability Joint Insurance Fund (MEL)** collectively referred to as, the Funds, for property and casualty coverage's, which include property, general liability, crime, environmental, employee benefits liability, excess liability and workers compensation; and

WHEREAS, the bylaws of said Funds require the Municipality appoint a **RISK MANAGEMENT CONSULTANT** to perform the various functions and professional services integral to the effective operation of the Municipality's Insurance Program and Loss Control efforts; and

WHEREAS, the Board of Fund Commissioners for the BCMJIF established a fee for such services equal to six percent (6%) of the Municipality's assessment, which expenditure represents reasonable compensation for the services required and is a part of the Municipal Assessment promulgated by the Fund's; and

WHEREAS, the Municipality has conducted a solicitation process to review and evaluate the credentials, services, performance and integrity of several professional firms experienced in these types of services; and

WHEREAS, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council does hereby appoint **Professional Insurance Associates Inc.** as its Risk Management Consultant in accordance with the Fund's bylaws; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized and directed to execute a Risk Management Consultant's Agreement and to cause a notice of this decision to be published in accordance with NJSA 40A:11-5 (1) (a) (i).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Professional Insurance Associates, 429 Hackensack Street, Carlstadt, New Jersey 07072.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

RISK MANAGEMENT CONSULTANT'S AGREEMENT BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND

This Agreement entered into this 1st day of January 2013 between the Borough of Montvale (hereinafter referred to as Municipality) and Professional Insurance Associates, Inc., 429 Hackensack Street, P.O. Box 818, Carlstadt, NJ 07072-0818 (hereinafter referred to as the Consultant).

WITNESSETH:

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the Bylaws of the Bergen County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds, and;

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the Mayor & Council of the Municipality at a meeting held and;

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

The Consultant, for and in consideration of the amount stated hereinafter, agrees to provide services to the Municipality as follows:

- a) The Consultant shall assist the Municipality in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume, or transfer the risk or loss.
- b) Assist the Municipality in understanding the various coverages available from the Bergen County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
- c) Coordinate the Municipality's Insurance Program as it applies to the various departments of the Municipality.
- d) Review with the Municipality any additional coverages that the Consultant feels should be carried, but are not available from the Fund, and subject to the Municipality's authorization, place such coverages outside the Fund.
- e) Advise the implications of special events and advise the Municipality of the special events coverage that is required.

- f) Assist the Municipality in the preparation of applications, statements of values and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the Consultant.
- g) Review Certificates of Insurance from contractors, vendors, and professionals when requested by the Municipality.
- h) Review the Municipality's assessment as prepared by the Fund and advise the Municipality of its annual insurance costs.
- i) Review the loss and engineering reports and generally assist the Safety Committee in its loss containment objectives. Also, attend no less than one per annum Safety Committee Meeting to promote the safety objectives and goals of the Municipality and the Fund.
- j) Assist where needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
- k) Communicate all important (deadline) dates to the Municipality to avoid surcharges and/or lapses in coverage.
- l) Attend meetings of the Fund and keep the Municipality advised of the operation of the Fund.
- m) Serve on the committees appointed by the Executive Committee of the Fund.
- n) Have a complete understanding and working knowledge of BCMJIF and MEL.
- o) Any other services required by the Fund's Bylaws or by the Municipality.
- p) Prepare and present an annual report for the Mayor & Council outlining the Fund's financial performance, coverages, and services.

The term of this agreement shall be for one (1) year from the 1st day of January 2013, unless terminated as hereinafter provided in this Agreement.

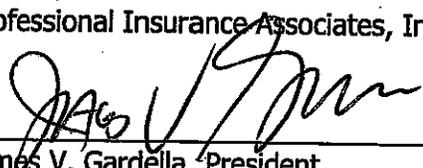
The Municipality authorizes the Fund to pay its Consultant compensation for services rendered, an amount equal to six percent (6%) of the Municipality's annual assessment as promulgated by the Bergen County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund. Said fees shall be paid within 30 days subsequent to the payment of the quarterly assessment by the Municipality.

For any coverages authorized by the Municipality to be placed outside the Fund by Professional Insurance Associates, Inc. and/or affiliated companies, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the six percent (6%) fee outlined above.

ALTERNATIVE TO FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION LANGUAGE

Political Contribution Disclosure. This Contract has been awarded to Professional Insurance Associates, Inc. based on the merits and abilities of Professional Insurance Associates, Inc. to provide the goods or services as described herein. This Contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Professional Insurance Associates, Inc., its subsidiaries, assigns, or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Contract, nor will it make a reportable contribution during the term of the Contract to any political party committee in the Borough of Montvale if a member of that political party is serving in an elective public office of the Borough of Montvale when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Montvale when the Contract is awarded.

Either party may cancel this Agreement at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be prorated to the date of termination.

MUNICIPALITY: Borough of Montvale	CONSULTANT: Professional Insurance Associates, Inc.
<hr/> Authorized Borough Official	 <hr/> James V. Gardella, President



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 30-2013**

RE: A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2013

WHEREAS, the **BOROUGH OF MONTVALE** (hereinafter, the Municipality) is a member of the **Bergen Municipal Employee Benefits Fund (BMED)** and the **Municipal Reinsurance Health Insurance Fund (MRHIF)** collectively referred to as, the Funds, for the Borough's Employee Health Benefits Program, which includes medical, prescription and dental coverage's; and

WHEREAS, the bylaws of said Funds require the Municipality appoint a **HEALTH BENEFITS CONSULTANT** to perform the various functions and professional services integral to the effective operation of the Municipality's Employee Health Benefits Program; and

WHEREAS, the Board of Fund Commissioners for the BMED established a fee for such services equal to two and one-half percent (2.5%) of the Municipality's assessment, which expenditure represents reasonable compensation for the services required and is a part of the Municipal Assessment promulgated by the Fund's; and

WHEREAS, the Municipality has conducted a solicitation process to review and evaluate the credentials, services, performance and integrity of several professional firms experienced in these types of services; and

WHEREAS, the judgmental nature of the Health Benefits Consulting duties and the fact the service will be performed by personnel authorized by law to practice a recognized profession that is regulated by law, renders comparative bidding impractical;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council does hereby appoint **PIA Security Programs Inc.** as its Health Benefits Consultant in accordance with the Fund's bylaws; and

BE IT FURTHER RESOLVED, that in accordance with past practice, the **HEALTH BENEFITS CONSULTANT** shall receive as compensation, one percent (1%) of the Municipality's assessment, paid by the Fund, in accordance with the policies and procedures; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized and directed to execute a Health Benefits Consultant's Agreement and to cause a notice of this decision to be published in accordance with NJSA 40A:11-5 (1) (a) (i).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to PIA Security Programs, Inc., 429 Hackensack Street, Carlstadt, New Jersey 07072.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

PRODUCER/CONSULTANT'S AGREEMENT BERGEN MUNICIPAL EMPLOYEE BENEFITS FUND

This agreement entered into this 1st day of January 2013 between the Borough of Montvale (hereinafter referred to as Municipality) and P.I.A. Security Programs, Inc., 429 Hackensack Street, P.O. Box 818, Carlstadt, NJ 07072 (hereinafter referred to as the Consultant).

WITNESSETH:

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required in the By Laws of the Bergen Municipal Employee Benefits Fund (hereinafter referred to as the Fund), and;

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the Mayor and Council of the Municipality.

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

- A) Evaluation of the local unit's exposure.
- B) Explanation of the various coverages available from the Fund and assisting the local unit in the selection of proper coverage.
- C) Preparation of applications, etc. required by the Fund.
- D) Review of the local unit's assessment and assisting in the preparation of the local unit's insurance budget.
- E) Assisting the local unit in the claims settlement process and the administration of the program.
- F) Providing assistance to the local unit with respect to negotiating and communicating benefit design with bargaining units and employees, and attendance at employee meeting.
- G) Attendance at the majority of meetings of the Fund Commissioners/Executive Committee and the performance of such other services as required by the local unit or the Fund.
- H) Prepare and present an annual report for the Mayor and Council outlining the Fund's financial performance and services.

The term of this agreement shall be for one (1) year from the 1st day of January 2013, unless terminated as hereinafter provided in this Agreement.

The Municipality authorizes the Fund to pay its Consultant as compensation for services rendered the amount as stipulated by the Executive Committee of the Fund, and which amount has been included in the Municipality's assessment.

For any coverages authorized by the Municipality, to be placed outside of the Fund by P.I.A. Security Programs, Inc. and/or affiliated companies, the Consultant shall receive as his full compensation the normal brokerage commissions paid by the insurance company.

ALTERNATIVE TO FAIR AND OPEN CONTRACT CONTRIBUTION PROHIBITION LANGUAGE

Political Contribution Disclosure. This Contract has been awarded to P.I.A. Security Programs, Inc. based on the merits and abilities of P.I.A. Security Programs, Inc. to provide the goods or services as described herein. This Contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that P.I.A. Security Programs, Inc., its subsidiaries, assigns, or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the Contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this Contract, nor will it make a reportable contribution during the term of the Contract to any political party committee in the Borough of Montvale if a member of that political party is serving in an elective public office of the Borough of Montvale when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Montvale when the Contract is awarded.

Either party may cancel this Agreement at any time by mailing to the other written notice calling for termination at any time not less than ninety (90) days thereafter. Fees shall be prorated to the date of termination.

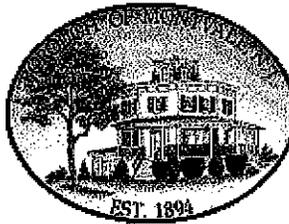
MUNICIPALITY:
Borough of Montvale

Authorized Borough Official

CONSULTANT:
P.I.A. Security Programs, Inc.



James V. Gardella, Secretary/Treasurer



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 31-2013**

RE: Award Professional Service Contract / Website Improvements / Danori, LLC

WHEREAS, the Borough of Montvale has a need to acquire website improvements as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

WHEREAS, it is the desire of the Mayor and Borough Council to award a professional service contract to Danori, LLC, 31 West Lincoln Street, Verona, NJ 07044, for improvements to the Borough's website in the amount not to exceed \$7,500; and

WHEREAS, any expenditures exceeding \$7,500 must be approved by Mayor and Council by resolution; and

WHEREAS, the Certified Municipal Finance Officer has certified the availability of funds; and,

WHEREAS, the Local Public Contracts Law (*N.J.S.A. 40A:111 et seq.*) requires that the Resolution authorizing the award of contract for "Professional Services" without competitive bids and the Contract itself must be available for public inspection;

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale as follows:

1. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with *N.J.S.A. 40A:11-5(1)(a)* of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

2. The Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

3. A Notice of this action shall be printed once in the official newspaper of the Borough.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



Danori, LLC

31 West Lincoln Street ~ Verona, NJ 07044
973•857•4349 ~ 973•857•2438 FAX

December 14, 2012

Borough of Montvale
12 Mercedes Drive, 2nd Fl
Montvale, NJ 07645

Attn: Maureen Iarossi-Alwan, Administrator/Municipal Clerk

Re: Professional Service Fees - 2013

Dear Ms. Iarossi-Alwan:

In response to your letter dated November 26th, please be advised that Danori's projected fees for webmaster services for the year 2013 are estimated to be in the amount of \$7,500. No retainer is required.

This includes routine monthly maintenance and backup as well as projects to enhance the website (e.g. resident polling, mobile phone layout).

Our hourly rate for services will remain at \$50 per hour, which is discounted from our usual rate of \$65/hour.

It has been a pleasure providing services to the borough this past year and I look forward to another productive year ahead.

Thank you.

Sincerely,

Dan Bello



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 32-2013**

RE: Authorizing Execution of Contract with the Bergen County Department of Health Services/Bloodborne Pathogen Compliance Program 2013

WHEREAS, the Mayor and Council of the Borough of Montvale wishes to enter into a contract with the Bergen County Department of Health Services, 327 E. Ridgewood Avenue, Paramus, New Jersey 07652 to provide the mandated health services of a technical and professional nature for the Bloodborne Pathogen Compliance Program; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the professional service agreement for these services be and hereby are approved.

This resolution shall take effect immediately upon passage.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

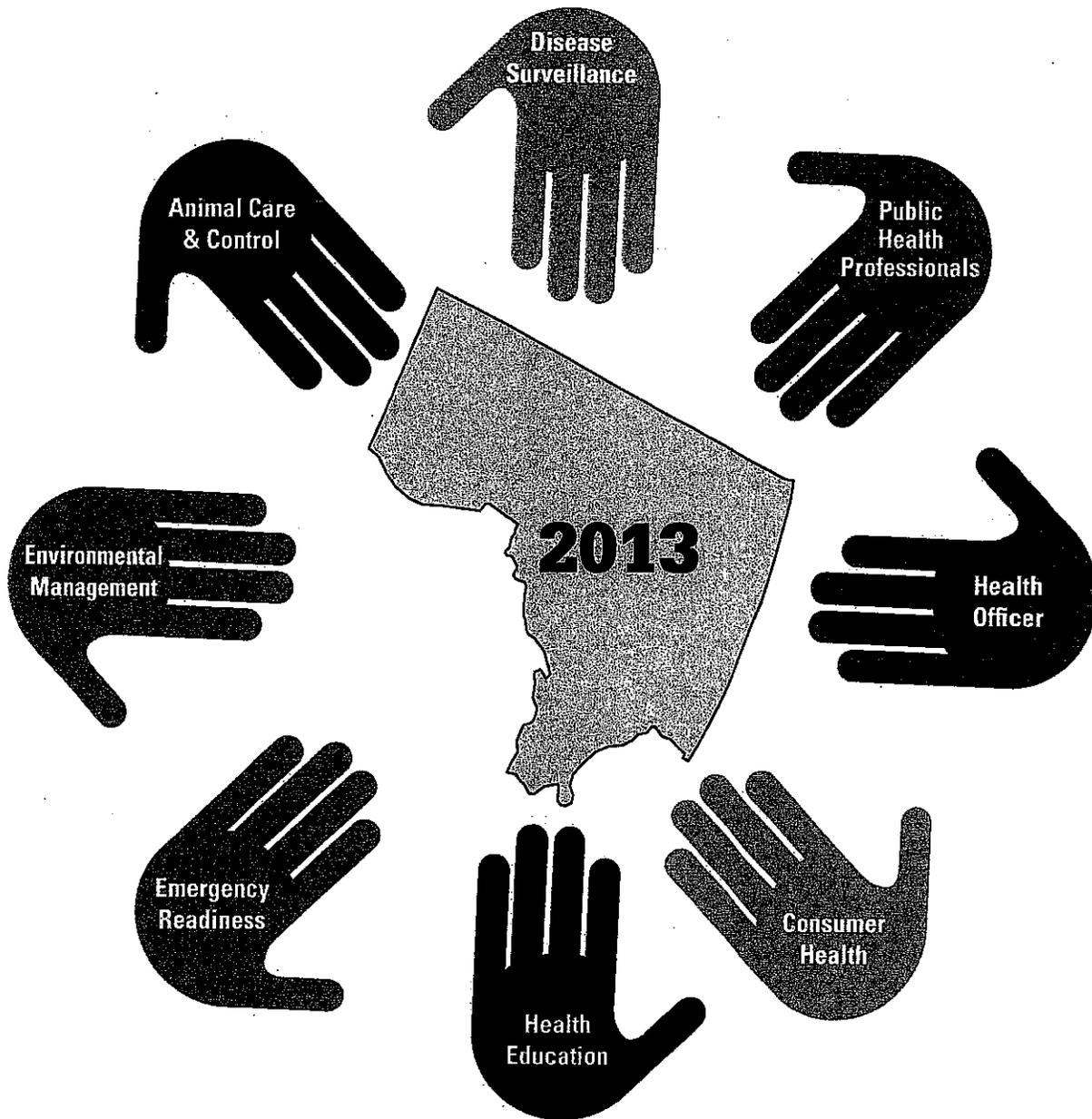
ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

BERGEN COUNTY DEPARTMENT OF HEALTH SERVICES



PUBLIC HEALTH SHARED SERVICES AGREEMENT

One Bergen County Plaza 4th floor
Hackensack, New Jersey 07601
Main number:201-634-2600 • Fax number: 201-336-6086
www.bergenhealth.org • www.co.bergen.nj.us

BOROUGH OF MONTVALE
PUBLIC HEALTH SHARED-SERVICES AGREEMENT
2013

THIS AGREEMENT, made on _____, 20__, by and between the:

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County"

And the Borough of Montvale, a municipal corporation of the State of New Jersey herein referred to as the "Municipality"

WITNESSETH

WHEREAS, the County of Bergen ("County") is a body politic and corporate of the State of New Jersey; and

WHEREAS, Borough of Montvale ("Municipality") is a Municipal Corporation of the State of New Jersey; and

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq) promotes the broad use of shared services to reduce local expenses funded by property tax payers; and

WHEREAS, the Bergen County Department of Health Services ("BCDHS") coordinates and assures the preservation, protection and promotion of essential public health services and seeks to assist municipalities with their public health obligations for services set forth in the attached Appendix; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey and enables the development of an integrated, coordinated Public Health System at the local, county and state levels; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the roles and responsibilities of both the local boards of health and needed local and regional capacity at a county level; and

WHEREAS, N.J.A.C. 8:52 et seq. incorporates the State Sanitary Code and nursing services including infectious disease prevention, surveillance and control, as well as school immunization auditing; and

WHEREAS, N.J.S.A. 40A:60-1 et seq. requires municipalities to employ the regular services of a Blood borne Pathogens Coordinator and the Bergen County Department of Health Services is experienced in Blood borne Pathogens Compliance Programs; and

WHEREAS, the County offers comprehensive Animal Control and sheltering services, N.J.A.C. Title 8; N.J.S.A. 52:4.3 and the rabies statues, N.J.S.A., Chapter 19, Article 3 and Chapter 23A Facility Operations and N.J.A.C. 8:23A Veterinary Public Health 1.9 Disease Control; and

WHEREAS, The Bergen County Department of Health Services is approved and registered by the NJ Department of Environmental Protection (NJDEP) to collect and dispose of solid waste (animal carcasses) N.J.A.C. 7:26-3.2(a) and N.J.A.C. 7:26-3.2 (a)2; and

WHEREAS, All Bergen County Department of Health Services Animal Control vehicles display a current NJDEP decal and NJDEP Solid Waste Registration and carry the current Registration Certificate in the vehicle cab N.J.A.C. 7:26-3.4 (h); and

WHEREAS, the Municipality desires to contract for the furnishing of health services of a technical and professional nature by the BCDHS to the Municipality, pursuant to N.J.S.A. 26:3A2-1 et seq and as further specified herein; and

WHEREAS, Bergen County Freeholder Resolution No.1508-12 adopted on October 17, 2012, authorized the County's shared-services to participating municipalities to assist them with their public health obligations; and

WHEREAS, the Bergen County Freeholder Resolution No. 1508-12 adopted on October 17, 2012 authorized the County Executive to enter into an agreement with the participating Municipalities; and

WHEREAS, the _____ adopted a resolution dated _____ authorizing its designee to enter into an agreement with the Bergen County Department of Health Services for the services set forth herein; and

NOW THEREFORE BE IT RESOLVED, that in consideration of the premises, and of the covenants, terms, and conditions hereinafter set forth, the County of Bergen through its Department of Health Services will assist the municipality in meeting its public health requirements by providing duly licensed personnel to carry out the public health activities set forth herein:

1. Schedule of Services and Fees

The County shall perform the services set forth in the attached Appendix A as specified below:

1. Public Health Infrastructure/Health Officer	\$
2. Direct Nursing Services:	
a. Communicable Disease Reportable Surveillance System	\$
b. School Immunization Auditing	\$
c. Health Consultation	\$
d. Direct Supervision Cost	\$
e. Additional Coverage Cost	\$
 TOTAL NURSING SERVICES	 \$
3. Registered Environmental Health Specialist	\$
4. Blood Borne Pathogen Program	\$ <u>2,600.00</u>
5. Animal Control Program	\$

TOTAL AGREEMENT COST FOR BOROUGH OF MONTVALE: \$ 2,600.00

2. Payments: The Municipality shall pay the Bergen County Department of Health Services ("BCDHS") a total sum not to exceed \$ 2,600.00. Payment shall be made semi-annually with the first payment due no later than the last business day of May and the second payment due no later than the last business day of November.
3. Designation of Health Officer: The Municipality shall appoint the BCDHS Health Officer as its Municipal Health Officer. By contracting with the County for Health Officer and Administrative Services, BCDHS is the Public Health Agency for the Municipality as required by the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52.
4. Enforcement: The BCDHS Health Officer shall be the enforcement agent of the Municipality for the Sanitary Laws of the State and for Ordinances that are appropriately reviewed by the BCDHS Health Officer prior to their effective date and within the scope and purview of the BCDHS Health Officer's license.
5. Supervision: The Health Officer of the Bergen County Department of Health Services (hereinafter, referred to as "BCDHS") shall direct and supervise all public health activities and employees engaged in public health activities of the municipality pursuant to N.J.A.C. 8:52.

6. Public Health Staff/Contracted Vendors:

- a. The public health staff/contracted vendors at the local level will be responsible for timely communication of all emergencies, (e.g. communicable disease, disaster information) information directly to the BCDHS Health Officer or designee and comply with any request for written reports by the BCDHS Health Officer in order to assure best practices and consistency and continuity of services.
- b. Contracted vendors of the municipalities will be responsible for communicating (via phone, fax, and/or e-mail), documenting, and reporting to the County all public health activities conducted by them. They are also required to maintain complete confidentiality on any interventions.

7. Hold Harmless: The Municipality shall defend, indemnify, protect and save harmless the County of Bergen and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature, arising out of, or claimed to arise out of, any act, error or omission of the Municipality, its consultants, contractors, agents, servants and employees including, but not limited to, expenditures for investigation, legal defense, settlement and/or judgment. Any health-related function or activity not within the scope of the of the health officer license shall be the sole responsibility of the Municipality and the Municipality shall indemnify and hold harmless the County from any such activity

8. Miscellaneous

- a. Entire Agreement This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Force Majeure Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- c. General This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq. without regard to its conflict of law principles. All disputes arising out of this Agreement shall be resolved in the Courts of the State of New Jersey.
- d. No Waiver The failure of either party at any time to require performance by the

other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.

- e. No Third Party Beneficiaries Nothing contained herein shall be construed so as to create rights in any third party

9. Duration, Cancellation & Amendments

- a. Term The BCDHS shall provide the services specified herein from January 1, 2013 through December 31, 2013.
- b. Termination This Agreement will continue in effect on the terms and conditions provided herein and shall continue unless and until: (1) the term is completed; or (2) the agreement is terminated, with or without cause, with ninety (90) days written notice (with proof of delivery) to the other party.
- c. Amendments This Agreement may be amended from time to time by agreement of the parties thereto in the same manner as this Agreement was originally authorized and approved. Amendments to this Agreement shall become effective immediately upon execution (as authorized by resolution) by the last (in time) of all parties to this Agreement.

10. Attachments

a. Appendix:

1. Public Health Infrastructure Administration and Health Officer
 2. Direct Nursing Service Coverage
 - a. Subsection: Communicable Disease Reportable Surveillance System
 - b. Subsection: School Immunization Auditing
 - c. Subsection: Health Consultation Services
 - d. Subsection: Direct Supervision
 - e. Subsection: Additional Coverage
 3. Direct Registered Environmental Health Specialist (REHS) Service
 4. Blood Borne Pathogen Compliance Program
 5. Animal Control Services
- b. County Freeholders Resolution 1508-12 adopted October 17, 2012
- c. Municipality Resolution No. _____ adopted _____,

IN WITNESS WHEREOF, the County, and Municipality have caused this Agreement to be signed and their corporate seals to be hereunto affixed, pursuant to duly adopted resolutions of their governing bodies, passed for that purpose. *Respective seals to be affixed.*

PLEASE PLACE MUNICIPAL SEAL OVER ATTESTING SIGNATURE

ATTESTING SIGNATURE:

MUNICIPALITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

COUNTY OF BERGEN SIGNATURES BELOW:

ATTESTING SIGNATURE:

By: _____

By: _____

**Kathleen A. Donovan
County Executive**

Date: _____

By: _____

**Nancy L. Mangieri
Director/Health Officer**

Date: _____



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 33-2013**

RE: Authorize Contract Animal Control Services/Tyco

WHEREAS, the Board of Health of the Borough of Montvale has received a proposal from Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ.

WHEREAS, said proposal has been reviewed and approved by the Board of Health; and

WHEREAS, the Board of Health recommends this contract with Tyco Animal Control Service based upon prior services provided; and

WHEREAS, it is the intention of the Mayor and Council to provide funds in the year 2013 Budget for this contract, Other Expense Portion of the Animal Control Services Budget; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the contract for Animal Control Services for 2013 be and is hereby awarded to Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ pursuant to the terms and conditions and rates as outlined in the attached contract effective January 1, 2013, copy of which is attached to this resolution for the base amount of \$9,000.00 annually payable monthly with additional costs charged per the rates as outlined in the attached proposal.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

TYCO ANIMAL CONTROL SERVICE
Dependable Professional Animal Control,
We are always there when you need us!

1 Stout Lane
Ho-Ho-Kus NJ 07423
Phone 201-652-4554

Contract of Services for Borough of Montvale

Contact: Carol A. Tyler
Licensed Animal Control Officer

Neal L. Beeber, DVM
Consultant

This is a contract between the Borough of Montvale and Tyco Animal Control for animal control services for the sum of \$9,000.00 per annum to be paid monthly, effective January 1, 2013. This price will remain in effect through December 31, 2013.

Hours of regular services as provided for herein will be Monday through Friday 8:00 am to 7:00 PM inclusive. Any calls responded to outside of these hours or on any national holiday shall be considered an emergency as described below in statement number five.

SERVICES TO BE PROVIDED:

1. The impounding of any animal deemed to be stray. The only animals to be impounded will be those taken by the animal control officer.
2. The impounding of any owned animal without a current registration tag on its collar.
3. Dependable and quick response to calls from the police department or other municipal official to rescue and remove sick, dangerous, diseased, or injured wildlife.
4. Render a monthly written report of animal control activities in the community.
5. Respond to emergency calls. These shall involve animals on public property that represent a life-threatening hazard to the animal and/or the general public. A call shall be deemed an emergency between the hours of 7:00 PM and 8:00am Monday through Thursday and from 7:00pm Friday to 8:00am Monday. Responses during these hours will result in a charge of \$60.00 per call.
6. Supervision of humane trapping of wild and stray animals on public property with no additional fee. In the event that animals must be trapped on private property and additional fee of \$60.00 trap rental and \$60.00 service and removal fee payable in advance shall be born by the owner of the property. Trapping services are available Monday through Friday. There will be no trapping on weekends.
7. Removal of visible wildlife from private homes will be available at a fee of \$60.00 payable by the homeowner.
8. Dead animals on public streets will be removed and disposed of in a professional, dependable, and timely manner during regular business hours up to 4:00 PM for no additional charge. This does not include owned or licensed animals that have been killed on public property. The cost for this removal shall be the responsibility of the owner. The Borough Administrator or Borough Clerk will designate a location in the borough for the disposal of the deceased animals picked up by the animal control officer.
9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Borough.
10. The Borough shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.

12. Rabies suspect specimens will be prepared at no additional cost, and transported to the East Orange State Health Lab when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00) Either Party may terminate this contract for any reason upon 90 days written notice to the non-terminating or other party.
13. In the event that the State Department of Health request the collection of crows for West Niles testing during this contract period, a \$50.00 per month charge will be billed to the borough for each month crows must be collected.
14. Assist the Borough Clerk with licensing follow up, issue summons and appear in court on behalf of the Borough.

Borough of Montvale

Date

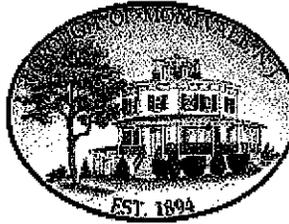
Tyco Animal Control Agent

Date

Witness

Date

-End-



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 34-2013**

RE: Award Professional Service Contract Administrative Agent for the Borough consistent with N.J.A.C. 5:80-26.14 and to coordinate the affirmative marketing, review and approval of the sale and rental of affordable units in the Borough of Montvale/Piazza & Associates, Inc.

WHEREAS, the Borough of Montvale requires the services of an experienced, qualified agency to serve as Administrative Agent for the Borough consistent with N.J.A.C. 5:80-26.14 and to coordinate the affirmative marketing, review and approval of the sale and rental of affordable units in the Borough of Montvale, and the income qualification of the applicants who seek to reside in such units; and

WHEREAS, such services have previously been provided to the Borough by the Bergen County Housing Authority, which has advised the Borough that it will no longer be providing such services in connection with affordable rental units in the Borough and future sale units; and

WHEREAS, the Borough is in receipt of a proposal from Piazza & Associates, Inc., 216 Rockingham Row, Princeton Forrestal Village, Princeton, New Jersey 08540 to perform such services as is more particularly detailed in a document entitled, "Proposal Submitted To The Borough of Montvale, Bergen County, New Jersey, December 27, 2012; and

WHEREAS, said services constitute a professional service under the Local Public Contracts Law; and

WHEREAS, the Chief Financial Officer of the Borough has certified that funding is available for such services.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that it does hereby approve the aforesaid proposal with Piazza & Associates, Inc. for a one (1) year period in accordance with the draft Contract, provided that Piazza & Associates, Inc. submits documentation consistent with N.J.S.A. 19:44A-8 and 16 that it has not made a reportable contribution to any candidate for local office in Montvale or any political committee in the Borough; and

BE IT FURTHER RESOLVED that Mayor Roger A. Fyfe and Borough Clerk/Administrator Maureen Iarossi-Alwan be and are hereby authorized to execute the Contract on behalf of the Borough.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

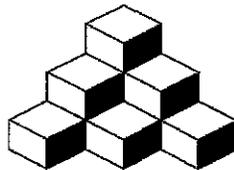
Piazza & Associates
Affordable Housing Services

Proposal

submitted to

The Borough of Montvale
Bergen County, New Jersey

December 27, 2012



BACKGROUND

The Borough of Montvale (the "Borough") is responsible for the compliance monitoring of residential units in that municipality, which were or are being developed to help the Borough satisfy its affordable housing obligation as defined by the New Jersey Department of Community Affairs ("DCA"), which has assumed the role and duties of the Council on Affordable Housing ("COAH"), as well as applicable state and local laws, rules, ordinances and regulations (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the affirmative marketing, accessibility, unit mix, rental rates, sales prices, income qualifications of the renters and buyers of the affordable units.

The Borough is seeking an experienced, qualified agency or entity to coordinate the affirmative marketing, review and approve the sale and rental of the affordable homes and the income qualifications of the applicants. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to function as the Administrative Agent for the Borough (N.J.A.C. 5:80-26.14) with respect to those units not otherwise administered by the Housing Authority of Bergen County, to:

1. Implement the Affirmative Marketing Plan for the Borough in accordance with N.J.A.C. 5:80-26.15.
2. Prepare an Operating Manual for the Administration of Affordable Housing and Controls for submission to DCA and the Borough, in accordance with N.J.A.C. 5:80-26.1 et seq.
3. Establish a database of applicants for affordable housing.
4. Implement a randomization process of the prequalified applicants.
5. Certify all applicants of affordable housing according to DCA guidelines.
6. Establish and maintain affordability controls and enforcement powers, in compliance with U.H.A.C. regulations, set forth in N.J.A.C. 5:80-26.1 et seq.
7. Provide annual and monthly reports as may be required to a designated authority.

SCOPE OF SERVICES

Specifically, Piazza & Associates will provide the following services under this proposal.

A) Consulting Services

1. P&A will share its extensive expertise in the monitoring and compliance of affordable housing with the Borough so as to assist it in the planning and development of affordable units in the municipality.
2. P&A will consult with the Borough to assist in the development of policies and best practices in the administration of affordable units and the development of an operating manual that sets forth the procedures to implement those policies and practices.

B) Preliminary Application Services

1. P&A will assist the Borough with the development of an Affirmative Marketing Plan and implement that plan relative to specific projects that contain affordable housing units.
2. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including a Preliminary Application for Affordable Housing, a Final Application for Affordable Housing, Income Verification Forms and other such forms as may be required by the Regulations.
3. P&A will make applications available through the New Jersey Housing Resource Center (www.NJHousing.gov), for direct downloading on its own website (www.HousingQuest.com), at the municipal building and other such places as may be required. The application and other information can also be made available to be linked from the Borough web site if desired by the Borough.
4. P&A will mail Preliminary Applications upon request, and answer questions, via telephone and e-mail, as needed. A special e-mail address will be established that will be dedicated to the affordable housing services of the Borough.
5. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission. Applications will be subject to random selection as may be required by the Regulations, but P&A will maintain the priority order of applicants (waiting list) once the applicants have been subject to a random selection process.

6. P&A will provide to the Borough, the Owners and Managers a list of available pre-qualified applicants by unit type as needed.
7. Upon notification that units are or will be available, P&A will send notices and final applications to a representative number of prequalified applicants, who will be asked to contact the Owner or its agent, and, at the same time, to submit the final application to Piazza & Associates.
8. P&A will complete a review of the final application and notify both the applicant and the Owner or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.

C) Sales Units

1. P&A will determine the maximum re-sales prices for the Owner - Seller and certify to the Borough that said price is in compliance to the Regulations.
2. P&A will coordinate a process to notify potential purchasers of an available unit and determine the priority order of interested parties.
3. P&A will determine the eligibility of prospective buyers and certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations, and notify the Owner accordingly with a written certification.
4. P&A will work with Township's legal counsel to provide the form of documentation and coordinate the execution and recording of the documentation (Certification, Deed, Mortgage and Note and other such documents that may be required by the Regulations) for the closing and transfer of title, necessary to maintain the affordable housing restrictions, as required by the Regulations.
5. P&A will maintain accurate records of the status of all certification and recertification work on an ongoing basis.
6. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.

D) Rental Units

1. On an annual basis, P&A will inform the Landlord of the rental rates for the Affordable Units that are in compliance with the Regulations and viable relative to local market conditions.
2. P&A will certify to the Borough that the rental rates for the Affordable Units are in compliance to the Regulations.
3. P&A will provide a written certification form to the Manager for all approved applications, and ask the Manager to return the certification forms, signed by the applicant, together with a copy of the lease agreement.
4. P&A will communicate the status of the compliance plan to the Manager and the Borough on an ongoing basis, and be available to meet with representatives of both as reasonable and appropriate.
5. P&A will maintain accurate records of the status of all certification work on an on-going basis.
6. P&A will provide compliance reports to the Borough and regulatory agencies as necessary.

E) Proposal Requirements and UHAC Regulations

Notwithstanding anything herein to the contrary, P&A will provide all services required of an Administrative Agent pursuant to the Uniform Housing Affordability Controls (N.J.A.C 5:80-26.14(a)).

TERMS AND CONDITIONS

A. Contract Administration: All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Borough or its designee. Although we envision that the bulk of the work described in the Scope of Services, herein, will be done from its main office, P&A will be available to meet with applicants in the Borough by appointment. Depending on the demand, P&A will schedule regular local hours.

B. Professionalism: At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough. Committed to the ideals of exemplary customer service and fair housing opportunities, we treat every applicant with a sense of commitment and respect. In addition, we pride ourselves in our efficiency and accuracy with regard to affordable housing regulations, income certifications and record-keeping. These are essential elements of our compliance and management efforts.

C. Implementation of Services: P&A will begin the implementation of its services immediately upon the approval of the Borough and receipt of a signed engagement letter or contract with the Borough.

D. Confidentiality: All data provided by the Borough, the Owner and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Owner and/or the Borough shall be considered proprietary and may only be used by the Owner and/or Borough for its own affordable housing endeavors in the future.

E. Insurance: P&A, Inc. will provide for itself and at its own expense Professional Liability Errors and Omission Insurance coverage with a limit of liability of one million dollars (\$1,000,000).

F. Files and Documentation: P&A will look to the Borough or Owner (as applicable) to provide files, documents and notices necessary for it to implement its compliance services.

G. Certain Services Not Provided Herein: Under this proposal, P&A shall not be responsible for:

1. The obligation of the Borough to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein for the units administered by P&A;
2. Any additional requirements set forth by DCA or any other regulatory agency or entity that represent a material change in the services necessary to comply with the Regulations; and
3. All legal and real estate related services associated with the rental or sale and transfer of an affordable property, including, but not limited to compliance to Federal and State Fair Housing laws.

H. No Financial Interest: P&A certifies and warrants that it has no financial interest in the units in the Borough that are restricted under the Regulations.

TERM

The term of this Agreement shall be one (1) year, commencing January 1, 2013. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 60 days written notice without cause.

COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- ~ CONSULTING, LIST MAINTENANCE, AND RESPONDING TO INQUIRIES: \$275 per month to be paid by the Borough;
- ~ EXISTING UNITS / RE-SALES: \$600 per resale certification fee to be paid by the seller upon transfer of title;
- ~ EXISTING UNITS / RE-RENTALS: \$400 per re-occupancy certification fee to be paid by the landlord upon occupancy;
- ~ FUTURE NEW SALE UNITS: \$400 per unit setup and marketing fee*, plus \$600 per unit certification fee that are paid by the developer at a predetermined timetable;
- ~ FUTURE NEW RENTAL UNITS: \$400 per unit setup & marketing fee*, plus \$400 per unit certification fee that are paid by the developer at a predetermined timetable;
- ~ REFINANCING: No charge; and
- ~ LIEN SATISFACTIONS: No charge.
- ~ OTHER PROGRAMS: The cost to provide compliance services for programs, such as Accessory Apartments, Market to Affordable, etc., are contingent upon the number of units and the scope of services required for each.
- ~ ADDITIONAL SERVICES: In the event that the Borough and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.
- ~ In addition to its fee, P&A shall be reimbursed by the Landlord, Owner or Borough as appropriate, for postage to residents and applicants. However, all management and compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.
- ~ Absent any significant change in the procedures or policies set forth by the regulatory bodies, P&A will maintain the same price schedule for a minimum of three (3) years, should the Borough continue to utilize its services.

* There is a \$2,000 minimum per project / developer fee that applies if the new unit or units require the implementation of an exclusive advertising and affirmative marketing process pursuant to the Regulations. There is no minimum fee for new units created as part of a series of units that are already marketed.

SUBMITTED

BY: Piazza & Associates, Inc., a New Jersey Corporation.



BY: _____
Frank Piazza, Jr.
Its President

Date: December 27, 2012

ACCEPTANCE

Accepted on behalf of the Borough of Montvale

BY: _____

Date: _____



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 35-2013**

RE: Appointing / Permanent Montvale Police Officer / Brian Lamendola

WHEREAS, Brian Lamendola has successfully completed a twelve (12) month probationary period; and

WHEREAS, Chief Abrams has recommended Officer Lamendola for permanent appointment.

NOW, THEREFOR BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Brian Lamendola is hereby permanently appointed to the Montvale Police Department, effective January 1, 2013.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 36-2013**

RE: Appointing / Permanent Montvale Police Officer / Herminio Amado

WHEREAS, Herminio Amado has successfully completed a twelve (12) month probationary period; and

WHEREAS, Chief Abrams has recommended Officer Amado for permanent appointment.

NOW, THEREFOR BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Herminio Amado is hereby permanently appointed to the Montvale Police Department, effective January 1, 2013.

Councilmember	Motion	Second	Yes	No	Absent	Abstain
Cudequest						
Curry						
Ghassali						
LaMonica						
Lane						
Talarico						

Adopted: January 8, 2013

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Roger J. Fyfe
Mayor

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, N.J., that the following bills, having been referred to the Borough Council and found correct, be and the same hereby be paid:

<u>FUND</u>	<u>AMOUNT</u>	<u>NOTES</u>
Current	\$2,399,886.85	Bill List Wire 1/8/13
	<u>213,989.14</u>	Wires/Manual Checks
Current TOTAL	2,613,875.99	
Escrow - Trust	47,045.00	Bill List Wire 1/8/13
Open Space Fund	5,191.79	Bill List Wire 1/8/13
Senior Center Trust	104.00	Bill List Wire 1/8/13
Housing Trust	2,989.60	Bill List Wire 1/8/13
Capital Fund	22,522.00	Bill List Wire 1/8/13
Dog Trust	792.00	Bill List Wire 1/8/13
Bond Trust	2,800.00	Bill List Wire 1/8/13
Engineering Trust	342.50	Bill List Wire 1/8/13
Tax Sale Prem/TTL Tr	29,904.58	Bill List Wire 1/8/13

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 1/8/13

Introduced by: _____

Approved: 1/8/13

Seconded by: _____

Roger Fyfe, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
January 8, 2013

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		12/21/12	Payroll	139,722.02
WIRE		12/21/12	Salary Account	<u>74,267.12</u>
	Total			<u>213,989.14</u>

P.O. Type: All
Range: First to Last
Format: Detail without Line Item Notes

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Exc1
00003 TILCON NEW YORK, INC.	12-01440	09/28/12	October Monthly Po									
			1 October Monthly Po	1,917.90	2-01-26-765-030	B MATERIALS & SUPPLIES	R	09/28/12	01/03/13		1626574+	N
			Vendor Total:	1,917.90								
00022 BERGEN CTY MUNICIPAL JIF	12-00009	01/04/12	2012 JIF LIABILITY & WORK COMP									
			9 JIF LIABILITY INS.4TH QTR 2012	36,391.73	2-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	04/24/12	01/03/13		4TH QTR 2012	N
			10 JIF WORK COMP.INS.4TH QTR 2012	40,856.69	2-01-23-732-029	B OTHER CONTRACTUAL ITEMS	R	04/24/12	01/03/13		4TH QTR 2012	N
				77,248.42								
13-00016	01/03/13	2013	JIF LIAB.& WOSRK COMP INS									
			3 2013 JIF LIABILITY INS.1ST QTR	36,290.11	3-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	01/03/13	01/03/13		1ST QTR 2013	N
			4 2013 JIF WORK COMP.INS.1ST QTR	43,873.59	3-01-23-732-029	B OTHER CONTRACTUAL ITEMS	R	01/03/13	01/03/13		1ST QTR 2013	N
				80,163.70								
			Vendor Total:	157,412.12								
00047 D & E UNIFORMS	12-01690	11/15/12	CROSSING GUARD COATS & GLOVES									
			1 CROSSING GUARD COATS & GLOVES	569.50	2-01-25-745-114	B CROSSING GUARD EQUIP/CLOTHING	R	11/15/12	01/03/13		48754	N
12-01861	12/17/12		BOMAN GUN BELT									
			1 BOMAN GUN BELT	52.00	2-01-25-745-252	B BOMAN, DONALD W - CLOTHING	R	12/17/12	01/03/13		48755	N
			Vendor Total:	621.50								
00071 UNITED WATER NEW JERSEY	12-01865	12/17/12	UNITER WATER CHARGES/NOVEMBER									
			1 8555412222 MEORIAL DPW	40.63	2-01-26-772-072	B WATER	R	12/17/12	01/03/13		NOVEMBER	N

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00123 P & A AUTO PARTS														
	12-01644	11/13/12	November Monthly Po											
	1		November Monthly Po	2-01-26-767-025	B	147.18		VEHICLE MAINTENANCE - DPW	R	11/13/12	01/03/13		6-452586+	N
	3			2-01-26-767-030	B	33.30		MATERIALS & SUPPLIES	R	11/13/12	01/03/13		6-452586+	N
	4		NOVEMBER PO	2-01-26-767-034	B	458.92		MOTOR VEH PARTS/SUPPLIES/ACCES	R	11/13/12	01/03/13		6-452586+	N
	5			2-01-26-767-098	B	202.26		VEHICLE MAINT/PARTS - POLICE	R	11/13/12	01/03/13		6-452586+	N
						841.66								
			Vendor Total:			841.66								
00125 NORTHWEST BERGEN REGIONAL														
	13-00015	01/03/13	HEALTH SERVICES - 2013		B									
	2		HEALTH SERVICES - 2013 1ST QTR	3-01-27-785-029	B	13,043.75		OTHER CONTRACTUAL ITEMS	R	01/03/13	01/03/13		1ST QTR 2013	N
			Vendor Total:			13,043.75								
00137 PASCACK VALLEY REGIONAL														
	13-00014	01/03/13	REGIONAL SCHOOL TAX 2013		B									
	2		REGIONAL SCHOOL TAX /JANUARY	3-01-55-206-000	B	887,524.62		REGIONAL SCHOOL TAX	R	01/03/13	01/03/13		JANUARY 2013	N
			Vendor Total:			887,524.62								
00139 MAUREEN IAROSSI-ALWAN														
	13-00011	01/02/13	DRAW PETTY CASH FOR 2013											
	1		DRAW PETTY CASH FOR 2013	3-01-55-202-000	B	500.00		PETTY CASH - CLERK	R	01/02/13	01/03/13		2013	N
			Vendor Total:			500.00								
00142 PITNEY BOWES, INC.														
	12-00144	01/20/12	POSTAGE MACHINE LEASE 2012		B									
	13		POSTAGE MACHINE LEASE AND	2-01-20-701-108	B	271.00		MAINTENANCE/RENTAL AGREEMENTS	R	01/20/12	01/03/13		7467534-DC12	N
			Vendor Total:			271.00								
00146 PSE&G CO.														
	12-01911	12/20/12	PSE&G CHARGES /NOVEMBER											
	1		6502643000 MEMORIAL DR SR CTR	2-01-31-829-086	B	721.91		NATURAL GAS - ONE MEMORIAL	R	12/20/12	01/03/13		NOVEMBER	N
	2		6772525604 12 MERCEDES DR	2-01-31-829-078	B	1,172.31		NATURAL GAS - 12 MERCEDES	R	12/20/12	01/03/13		NOVEMBER	N

Vendor # Name	PO #	PO Date	Description	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00175 ROTTINGERM, STEVEN & CHRISTINA	12-01930	12/31/12	REFUND TAX COURT SETTLEMENT									
	1		REFUND TAX COURT SETTLEMENT	4,290.37	2-01-55-205-000	B TAX OVERPAYMENTS	R	12/31/12	01/03/13		TAX REFUND	N
	Vendor Total:			4,290.37								
00178 FAIR GAME GOOSE CONTROL INC.	12-00287	02/09/12	GOOSE CHASING /FEBRUARY		B							
	10		GOOSE CHASING/ BD OF HEALTH	1,180.00	T-14-56-286-001	B RESERVE FOR OPEN SPACE TRUST	R	02/10/12	01/03/13		9&10 BD OF HLTH	N
12-01780	12/04/12	GOOSE CONTROL BOARD OF ED/DEC.										
	1		GOOSE CONTROL BOARD OF ED/DEC.	590.00	2-01-27-785-092	B GEESE CONTROL	R	12/04/12	01/03/13		10 BD OF ED	N
	Vendor Total:			1,770.00								
00179 ATLAS ALUMINUM & GLASS CO.INC.	12-01851	12/13/12	REPLACE CONFER.RM TABLE TOP									
	1		REPLACE CONFER.RM/ BROKEN	675.00	2-01-26-772-030	B MATERIALS & SUPPLIES	R	12/13/12	01/03/13		11/14/12	N
	Vendor Total:			675.00								
00180 VESTA, MICHAEL	12-01934	12/31/12	LIEN REDEMPTION									
	1		LIEN REDEMPTION	12,904.58	T-03-56-286-021	B TRUST - RESERVE FOR TTL(REDEMPTION)	R	12/31/12	01/03/13		LIEN REDEMPTION	N
	2			17,000.00	T-03-56-286-020	B RESERVE FOR TAX SALE PREMIUM	R	12/31/12	01/03/13		LIEN REDEMPTION	N
				29,904.58								
	Vendor Total:			29,904.58								
00186 PRIMEFLEX BILLING	12-00269	02/07/12	FSA FEES 2012		B							
	16		FSA-STANDARD FEE	100.00	2-01-20-701-028	B OTHER PROF/CONSULTANT SERVICES	R	02/07/12	01/03/13		54669989	N
	Vendor Total:			100.00								

Vendor # Name	PO #	PO Date	Description	Contract Amount	Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00284 DAVID ZUIDEMA, INC.	12-00559	03/27/12	2012 PORTA POTTIES			B							
	9		PORTA POTTIES (FIELDSTONE MS).	130.00	T-14-56-286-001		B RESERVE FOR OPEN SPACE TRUST	R	03/27/12	01/03/13		46941	N
	Vendor Total:			130.00									
00375 BOROUGH OF PARK RIDGE	12-01836	12/11/12	TRI-BORO FUEL INV./AMBULANCE										
	1		TRI-BORO FUEL INV./AMBULANCE	334.86	2-01-25-748-074		B GASOLINE	R	12/11/12	01/03/13		NOVEMBER	N
	Vendor Total:			334.86									
00393 BEATTIE PADOVANO TRUST ACCT.	12-01929	12/31/12	REFUND TAX OVERPAYMENT										
	1		REFUND TAX COURT SETTLEMENT	7,466.88	2-01-55-205-000		B TAX OVERPAYMENTS	R	12/31/12	01/03/13		TAX REFUND	N
	Vendor Total:			7,466.88									
00402 MUNICIPAL CAPITAL CORPORATION	12-00042	01/05/12	COPY MACHINE LEASE CONTR.2012			B							
	13		COPY MACHINE LEASE /DECEMBER	295.00	2-01-20-701-061		B LEASED EQUIPMENT	R	01/05/12	01/03/13		7375 DECEMBER	N
	Vendor Total:			295.00									
00424 TEN BROECK, DAVID	12-00606	04/05/12	VISION 2012			B							
	3		VISION 2012	127.76	2-01-23-733-088		B VISION	R	04/05/12	01/03/13		VISION 2012	N
12-01863	12/17/12		REIMB RUGER MAGS										
	1		REIMB RUGER MAGS	54.67	2-01-25-745-259		B TEN BROECK, DAVID - CLOTHING	R	12/17/12	01/03/13		REIMB.RUGER MAG	N
	Vendor Total:			182.43									
00426 TREASURER, STATE OF NEW JERSEY	13-00017	01/03/13	License qtrly report Oct - Dec										
	1		License qtrly report Oct - Dec	75.00	3-01-55-271-015		B MARRIAGE LICENSES	R	01/03/13	01/03/13		OCT.-DEC REPT.	N
	Vendor Total:			75.00									

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00541 TECHNICAL FIRE SERVICE INC.	12-01543	10/18/12	PUMP TEST FOR TRUCKS	900.00	2-01-25-752-026	B MAINTENANCE OF OTHER EQUIPMENT	R	10/18/12	01/03/13		2028	N
	1		PUMP TEST FOR TRUCKS									
			Vendor Total:	900.00								
00578 TREASURER, STATE OF NJ DCA	13-00018	01/03/13	4th Quarter State Fees - 2012	9,860.00	3-01-55-271-016	B RESERVE FOR BOCA TRAINING FEES	R	01/03/13	01/03/13		4TH QTR	N
	1		4th Quarter State Fees - 2012									
			Vendor Total:	9,860.00								
00705 APPROVED SURGICAL SUPPLIES INC	12-01601	11/05/12	PD OXYGEN MAINT & REFILLS	133.50	2-01-25-745-102	B OXYGEN TANK/FIRE EXT - M & R	R	11/05/12	01/03/13		31268	N
	1		PD OXYGEN MAINT & REFILLS									
			Vendor Total:	133.50								
00723 RAPID PUMP & METER SERVICE CO.	12-00132	01/19/12	PUMP STATION INSPECTION 2012	575.00	2-01-26-768-026	B MAINTENANCE OF OTHER EQUIPMENT	R	04/24/12	01/03/13		90660R	N
	5		PUMP STATION INSPECTION 4TH QT									
			Vendor Total:	575.00								
00730 BOGGIA & BOGGIA, ESQS.	12-00107	01/16/12	LEGAL FEES 2012									
	307		J&J MECHANICAL V.BORO OF MONTV	56.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18632	N
	308		RFP AFFORDABLE HOUSING	168.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18633	N
	309		PURCHASE OF SCHOOL NO.2	154.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18634	N
	310		GENERAL MATTERS THRU 11/30/12	1,822.10	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18635	N
	311		THE GYM, MONTVALE, NEW JERSEY	392.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18636	N
	312		REGAN DEVELOPMENT	3,906.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18637	N
	313		MACK-CALI PROPERTIES TAX APPEA	84.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18638	N
	314		TCAM V.MONTVALE - TAX APPEAL	98.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18639	N
	315		PRIM MONTVALE,LLC TAX APPEAL	126.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18640	N
	316		TCAM TAX APPEAL	112.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18641	N
	317		MACK PROPERTIES CO.TAX APPEAL	322.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18642	N
	318		YES PHILLIPS GROUP TAX APPEAL	42.00	2-01-20-712-028	B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18643	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00730 BOGGIA & BOGGIA, ESQS.			Continued										
	12-00107	01/16/12	LEGAL FEES 2012		Continued								
	319		KAPLAN AND DRESSNER TAX APPEAL	42.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18644	N
	320		MONTVALE PLAZA ASSOC.TX APPEAL	354.40	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18645	N
	321		P.&C.DAVEY,LLC TAX APPEAL	154.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18646	N
	322		RECKITT BENCKISER TAX APPEAL	354.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18647	N
	323		CVS PHARMACIES TAX APPEAL	354.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18648	N
	324		MARIO FACENDOLA TAX APPEAL	84.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18649	N
	325		JEFFREY PIATT TAX APPEAL	532.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18650	N
	326		STEVEN TAYLOR TAX APPEAL	378.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18651	N
	327		JONATHAN DONATH TAX APPEAL	42.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18652	N
	328		WALTER MHNKEN TAX APPEAL	532.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18653	N
	329		WAYNE HOFFMAN TAX APPEAL	126.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18654	N
	330		BERGEN COUNTY TAX APPEALS 2012	616.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18655	N
	331		DOBRO, LLC TAX APPEAL	56.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18656	N
	332		WESTERN UNION TAX APPEAL	844.80	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18657	N
	333		PETER OLZERVOWICZ TAX APPEAL	56.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18658	N
	334		DAVID AURICCHIO TAX APPEAL	322.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18659	N
	335		BOYD LEE, JR TAX APPEAL	42.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18660	N
	336		WILLIAM SCHEFFLER TAX APPEAL	42.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18661	N
	337		PUI KA SO TAX APPEAL	70.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18662	N
	338		MADHU HARDASMALANI TAX APPEAL	42.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18663	N
	339		EDWARD MIRO TAX APPEAL	42.00	2-01-20-712-028		B OTHER PROF/CONSULTANT SERVICES	R	11/07/12	01/03/13		18664	N
				<u>12,367.30</u>									
			Vendor Total:	12,367.30									
00731 MASER CONSULTING P.A.													
	12-01634	11/09/12	ESCROW PAYMENTS										
	1		KPMG 3102/1.01	1,764.50	E-08-00-208-25A		B KPMG II 3102/1.01	R	11/09/12	01/03/13		192628	N
	2		SHELL/ALI ENTERPRISES 702/1	484.00	E-08-00-209-23A		B Ali Enterprises (Shell Gas)(702/1)	R	11/09/12	01/03/13		192630	N
				<u>2,248.50</u>									
	12-01881	12/18/12	ESCROW PAYMENTS										
	1		LIFETIME FITNESS 3302/2	6,166.00	E-08-00-211-02A		B LTF Real Estate Company Inc. (3302/2)	R	12/18/12	01/03/13		194658	N
	2		4 SEASON RINK 3301&3102/3&4/1	2,140.50	E-08-00-204-09A		B HOUVNANIAN 3301/3&4 4SEAS/RDG	R	12/18/12	01/03/13		194653	N
	3		DAVEY'S 2402/7&8	592.50	E-08-00-207-14A		B Davey's Irish Pub 2402/7&8	R	12/18/12	01/03/13		194656	N
	4		MACK-CALI 1001/1	79.00	E-08-00-212-14A		B Mack-Cali ELM LLC (1001/1)	R	12/18/12	01/03/13		194664	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00731 MASER CONSULTING P.A.					Continued								
12-01881	12/18/12	ESCROW PAYMENTS			Continued								
5	ROCKLAND ELECT.TOWER	1706/19	316.00	E-08-00-212-09A	B ROCKLAND ELECTRIC-TOWER 26 (1706/19)	R	12/18/12	01/03/13		194660		N	
			9,294.00										
12-01883	12/18/12	ESCROW PAYMENT											
1	DEPIERO FARMS REZON.	2802/2&3	1,385.50	E-08-00-210-21A	B Montvale Devl Assoc (1903/3)dePiero's)	R	12/18/12	01/03/13		194645		N	
12-01884	12/18/12	ESCROW PAYMENTS											
1	CARVELLI VARIANCE	2503/7	239.75	E-08-00-212-07A	B John Carvelli (2503/7)	R	12/18/12	01/03/13		194662		N	
2	ETHAN HOMES LLC	2509/35	395.00	E-08-00-211-11A	B Ethan Homes LLC (2509/35)	R	12/18/12	01/03/13		194659		N	
3	ALI ENTERPRISES LLC	702/1	1,054.50	E-08-00-209-23A	B Ali Enterprises (Shell Gas)(702/1)	R	12/18/12	01/03/13		194657		N	
			1,689.25										
12-01885	12/18/12	CIDER MILL CT/C&K DRIVER											
1	CIDER MILL COURT	2601/32.04	239.75	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	12/18/12	01/03/13		194651		N	
2	DRIVER	902/23	102.75	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	12/18/12	01/03/13		194652		N	
			342.50										
12-01886	12/18/12	GENERAL/VARIOUS MUNICIPAL SVS											
1	GENERAL ENGINEERING		2,303.00	2-01-20-715-029	B OTHER CONTRACTUAL ITEMS	R	12/18/12	01/03/13		194643		N	
2	VARIOUS MUNICIPAL SERVICES		2,417.00	2-01-20-715-029	B OTHER CONTRACTUAL ITEMS	R	12/18/12	01/03/13		194648		N	
			4,720.00										
12-01891	12/19/12	ESCROW PAYMENT											
1	M.MARANO	401/1	722.00	E-08-00-209-11C	B Michael Marano 401/1 BOND	R	12/19/12	01/03/13		REV172855		N	
12-01927	12/27/12	ESCROW PAYMENTS											
1	ENCLAVE @ MONTVALE	2601/32.01	3,988.00	E-08-00-208-14A	B ENCLAVE AT MONTVALE 2601/32.01	R	12/27/12	01/03/13		192629		N	
2	ENCLAVE @ MONTVALE	2601/32.01	2,940.00	E-08-00-208-14A	B ENCLAVE AT MONTVALE 2601/32.01	R	12/27/12	01/03/13		194655		N	
			6,928.00										
Vendor Total:			27,329.75										
00745	WASTE MANAGEMENT OF NEW JERSEY												
12-00163	01/23/12	GARBAGE COLLEC.&RECYCL.TX 2012			B								
23	GARBAGE COLLECTION/NOVEMBER		34,398.06	2-01-26-770-029	B OTHER CONTRACTUAL ITEMS	R	01/23/12	01/03/13		2707740-1374-4		N	

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00925 NATIONAL WATER MAIN	12-01653	11/13/12	Emergency sewer repair									
	1		Emergency sewer repair	1,496.25	2-01-26-768-029	B OTHER CONTRACTUAL SERVICES	R	11/13/12	01/03/13		022471	N
	Vendor Total:			1,496.25								
00979 SANFILIPPO, JOSEPH	12-01869	12/17/12	REIMBURSEMENT CLOTHING									
	1		REIMBURSEMENT CLOTHING	145.65	2-01-25-745-267	B SANFILIPPO, JOSEPH A-CLOTHING	R	12/17/12	01/03/13		CLOTHING	N
	2		REIMB RADIO HOLDER	17.88	2-01-25-745-255	B DI BLASI, DAVID - CLOTHING	R	12/17/12	01/03/13		CLOTHING	N
				163.53								
	Vendor Total:			163.53								
01008 FITNESS RESOURCE OF NY LLC.	12-01736	11/26/12	SERVICE/CLEAN SR CTR EX.EQUIP									
	1		Service/Clean Exercise Equip	197.50	2-01-27-791-156	B EXERCISE ROOM EQUIPMENT	R	11/26/12	01/03/13		18436	N
	Vendor Total:			197.50								
01017 ONE CALL CONCEPTS, INC.	12-01663	11/14/12	November Po									
	1		November Po	95.10	2-01-26-768-029	B OTHER CONTRACTUAL SERVICES	R	11/14/12	01/03/13		2115100	N
	Vendor Total:			95.10								
01062 PHILLIPS PREISS GRYGIEL LLC	12-01896	12/20/12	ESCROW PAYMENTS									
	1		KPMG 3102/1.01	75.00	E-08-00-208-25A	B KPMG II 3102/1.01	R	12/20/12	01/03/13		16433	N
	2		7 MERCEDES DR 2801/1	135.00	E-08-00-206-02A	B 7 MERCEDES DRIVE 2801/1	R	12/20/12	01/03/13		16475	N
	3		AMAZING GRACE 2408/3	475.00	E-08-00-212-08A	B AMAZING GRACE PARTNERS LLC (2408/3)	R	12/20/12	01/03/13		16479	N
				685.00								
12-01897	12/20/12	ESCROW PAYMENTS										
	1		THE GYM LITIGATION	1,140.00	E-08-00-211-02A	B LTF Real Estate Company Inc. (3302/2)	R	12/20/12	01/03/13		16471	N
	2		DEPIERO REDEVELOPMENT	1,590.00	E-08-00-210-21A	B Montvale Devl Assoc (1903/3)DePiero's)	R	12/20/12	01/03/13		16524	N
				2,730.00								

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099
Item Description														Exc1
01292 QAV TECHNOLOGIES, LLC														
12-01779	12/04/12	ESCROW/INST.2 FLOW MTR.	LITETIM											
1 PROVIDE,INSTALL,MAINTAIN,AND				5,307.00	E-08-00-211-02A		B LTF Real Estate Company Inc. (3302/2)	R	12/04/12	01/03/13		MONT12-1	N	
Vendor Total:				5,307.00										
01296 AIELLO, ERIC														
12-01807	12/06/12	BOND REFUND												
1 BOND REFUND				4,605.60	E-08-00-210-22C		B Eric Aiello (204/1) BOND	R	12/06/12	01/03/13		BOND REFUND	N	
Vendor Total:				4,605.60										
01298 SKILLPATH SEMINARS														
12-01850	12/12/12	NJ CONFERENCE FOR WOMEN												
1 NJ CONFERENCE FOR WOMEN				149.00	2-01-21-720-042		B EDUCATION/TRAINING/SEMINARS	R	12/12/12	01/03/13		10540337+105403	N	
2				149.00	2-01-20-701-042		B EDUCATION/TRAINING/SEMINARS	R	12/12/12	01/03/13		10540337+105403	N	
				298.00										
Vendor Total:				298.00										
01594 GALLS, INCORPORATED														
12-01230	08/10/12	UMANZOR CLOTHING & EQUIP												
1 UMANZOR CLOTHING & EQUIP				114.00	2-01-25-745-258		B UMANZOR, JON - CLOTHING	R	08/10/12	01/03/13		BC0000897	N	
12-01510	10/11/12	HANNA CLOTHING & EQUIP												
1 HANNA CLOTHING & EQUIP				60.00	2-01-25-745-272		B HANNA, JEFFREY - CLOTHING	R	10/11/12	01/03/13		BC0003596	N	
Vendor Total:				174.00										
01598 MARC'S DELI & PIZZA														
12-01912	12/20/12	MEALS REIMBURSEMENT												
1 MEALS REIMBURSEMENT/12/12/12				67.40	2-01-26-765-041		B MEAL REIMBURSEMENT	R	12/20/12	01/03/13		2866	N	
Vendor Total:				67.40										
01760 UNITED PARCEL SERVICE														
12-01839	12/11/12	F047X6482 UPS CHARGES												
1 F047X6482 UPS CHARGES/ ADM				9.96	2-01-20-701-022		B POSTAGE & EXPRESS CHARGES	R	12/11/12	01/03/13		6482	N	

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/void Date	Invoice	1099 Excl
01760 UNITED PARCEL SERVICE			Continued											
12-01839	12/11/12	F047X6482	UPS CHARGES	Continued										
			2 F047X6482 UPS CHARGES/ PL BD			30.41	2-01-21-720-022	B POSTAGE & EXPRESS CHARGES	R	12/11/12	01/03/13		6482	N
						40.37								
			Vendor Total:			40.37								
01811 CLIFFSIDE BODY CORP														
12-01095	07/12/12		REPAIR HYDRAULICS & TRANS.BODY											
			1 REPAIR HYDRAULICS & TRANS.BODY			22,522.00	C-04-55-348-J01	B REPLACE TRUCK BODY	R	07/12/12	01/03/13		W24607	N
			Vendor Total:			22,522.00								
02141 REGAN, ROBERT T., ESQ.														
12-00133	01/19/12		RETAINER - 2012											
			5 4TH QUARTER RETAINER		B	3,000.00	2-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	04/24/12	01/03/13		10878	N
12-01794	12/04/12		ESCROW PAYMENTS											
			1 ETHAN HOMES 2509/35			210.00	E-08-00-211-11A	B Ethan Homes LLC (2509/35)	R	12/04/12	01/03/13		10874	N
			2 PETRILLO APPLICATION 503/8			45.00	E-08-00-212-12A	B Perry Petrillo (503/8)	R	12/04/12	01/03/13		10871	N
			3 DAVEY'S 2402/7&8			30.00	E-08-00-207-14A	B Davey's Irish Pub 2402/7&8	R	12/04/12	01/03/13		10876	N
			4 AMAZING GRACE 2408/3			105.00	E-08-00-212-08A	B AMAZING GRACE PARTNERS LLC (2408/3)	R	12/04/12	01/03/13		10875	N
			5 KPMG 3102/1			2,965.00	E-08-00-208-25A	B KPMG II 3102/1.01	R	12/04/12	01/03/13		10872	N
			6 A&P LITIGATION			595.25	E-08-00-210-21A	B Montvale Devl Assoc (1903/3)DePiero's)	R	12/04/12	01/03/13		10868	N
			7 THE GYM TITIAGTION			2,227.90	E-08-00-211-02A	B LTF Real Estate Company Inc. (3302/2)	R	12/04/12	01/03/13		10867	N
						6,178.15								
12-01914	12/20/12		ESCROW PAYMENTS											
			1 THE GYM LITIGATION			1,125.00	E-08-00-211-02A	B LTF Real Estate Company Inc. (3302/2)	R	12/20/12	01/03/13		10932	N
			2 A&P LITIGATION			60.00	E-08-00-210-21A	B Montvale Devl Assoc (1903/3)DePiero's)	R	12/20/12	01/03/13		10942	N
			3 DEPIERO APPL. 1903/3			3,592.00	E-08-00-210-21A	B Montvale Devl Assoc (1903/3)DePiero's)	R	12/20/12	01/03/13		10936	N
						4,777.00								
12-01915	12/20/12		K.HOVNANIAN LITIGATION											
			1 K.HOVNANIAN LITIGATION			225.00	2-01-21-720-028	B OTHER PROF/CONSULTANT SERVICES	R	12/20/12	01/03/13		10933	N
12-01916	12/20/12		MONTV.SENIOR CITIZEN HOUSING											
			1 MONTV.SENIOR CITIZEN HOUSING			1,260.00	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	12/20/12	01/03/13		10940	N

Vendor # Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
02141 REGAN, ROBERT T., ESQ.			Continued										
	12-01918	12/20/12	ESCROW PAYMENTS										
	1		APPL. COINING INC. 2801/1	145.00	E-08-00-206-02A		B 7 MERCEDES DRIVE 2801/1	R	12/20/12	01/03/13		10941	N
	2		APPL. COINING INC. 2801/1	35.00	E-08-00-206-02B		B 7 MERCEDES DRIVE INTEREST	R	12/20/12	01/03/13		10941	N
	3		ROCKLAND BLT HOMES 713/12	150.00	E-08-00-212-02A		B Rockland Built Homes (713/12)	R	12/20/12	01/03/13		10943	N
	4		LIFETIME FITNESS 3302/2	45.00	E-08-00-211-02A		B LTF Real Estate Company Inc. (3302/2)	R	12/20/12	01/03/13		10935	N
	5		KPMG 3102/1	120.00	E-08-00-208-25A		B KPMG II 3102/1.01	R	12/20/12	01/03/13		10934	N
				495.00									
			Vendor Total:	15,935.15									
02403 MIELE AUTO PARTS DIST,INC													
	12-01628	11/08/12	November Monthly Po										
	3		MONTHLY PO NOVEMBER	170.04	2-01-26-767-030		B MATERIALS & SUPPLIES	R	11/08/12	01/03/13		363344+363398	N
			Vendor Total:	170.04									
02426 VERIZON WIRELESS													
	12-01917	12/20/12	423308956 VERIZON WIRELESS										
	1		423308956 VERIZON WIRELESS	315.88	2-01-31-827-076		B TELEPHONE CHARGES	R	12/20/12	01/03/13		6824123484	N
			Vendor Total:	315.88									
02603 DURIE, KEITH													
	12-00196	01/26/12	C-2 OPERATOR SERVICES - 2012			B							
	13		C-2 OPERATOR SERVICES-DECEMBER	425.00	2-01-26-768-029		B OTHER CONTRACTUAL SERVICES	R	04/24/12	01/03/13		DECEMBER	N
			Vendor Total:	425.00									
02757 TYCO ANIMAL CONTROL SERVICES													
	12-00159	01/23/12	ANIMAL CONTROL - 2012			B							
	20		ANIMAL CONTROL -DECEMBER	750.00	2-01-27-788-029		B OTHER CONTRACTUAL ITEMS	R	04/24/12	01/03/13		DECEMBER	N
			Vendor Total:	750.00									
03060 TRI-STATE TECHNICAL SERVICES													
	12-00109	01/16/12	2012 COMPUTER MAINTENANCE			B							
	13		COMPUTER MAINTENANCE-DECEMBER	624.58	2-01-20-701-108		B MAINTENANCE/RENTAL AGREEMENTS	R	04/24/12	01/03/13		19882	N

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
03727 STAPLES ADVANTAGE												
12-01764 11/30/12 OEM PRINTER & PD SUPPLIES												
	1		OEM PRINTER & PD SUPPLIES	201.99	2-01-25-747-060	B COMPUTER EQUIP - MAINT/REPAIR	R	11/30/12	01/03/13		3187302774+75+7	N
	2		PD OFFICE SUPPLIES	99.70	2-01-25-745-036	B OFFICE SUPPLIES	R	11/30/12	01/03/13		3187302774+75+7	N
	3		CREDIT FOR RETURN #418210	29.89	2-01-25-745-036	B OFFICE SUPPLIES	R	12/11/12	01/03/13		3187302774+75+7	N
				<u>271.80</u>								
			Vendor Total:	271.80								
03930 HAM RADIO OUTLET INC.												
12-01811 12/06/12 OEM COMMUNICATIONS EQUIP												
	1		OEM COMMUNICATIONS EQUIP	772.70	2-01-25-747-077	B COMMUNICATIONS EQUIPMENT	R	12/06/12	01/03/13		D1-219763	N
	2		SHIPPING	20.00	2-01-25-747-077	B COMMUNICATIONS EQUIPMENT	R	12/19/12	01/03/13		D1-219763	N
				<u>792.70</u>								
			Vendor Total:	792.70								
03984 RUGGED OUTFITTERS												
12-00748 05/01/12 CLOTHING - TOM												
	1		CLOTHING - TOM	550.00	2-01-26-772-032	B CLOTHING & UNIFORMS	R	05/01/12	01/03/13		62775	N
			Vendor Total:	550.00								
Total Purchase Orders: 118 Total P.O. Line Items: 212 Total List Amount: 2,511,578.32 Total Void Amount: 0.00												

Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND 2012 BUDGET	2-01	264,352.83	0.00	264,352.83	0.00
CURRENT FUND 2012 BUDGET	3-01	2,135,534.02	0.00	2,135,534.02	0.00
CAPITAL FUND	C-04	22,522.00	0.00	22,522.00	0.00
BANK OF AMERICA ESCROW ACCOUNT	E-08	47,045.00	0.00	47,045.00	0.00
OTHER TRUST ACCOUNT	T-03	36,036.68	0.00	36,036.68	0.00
	T-07	104.00	0.00	104.00	0.00
DOG TRUST ACCOUNT	T-12	792.00	0.00	792.00	0.00
OPEN SPACE TRUST ACCT	T-14	5,191.79	0.00	5,191.79	0.00
Year Total:		42,124.47	0.00	42,124.47	0.00
Total of All Funds:		2,511,578.32	0.00	2,511,578.32	0.00