

AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
January 29, 2013
Closed Executive Session 6:30 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: Contract Negotiations

1. DPW Negotiations

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

ROLL CALL:

Councilmember Cudequest

Councilmember LaMonica

Councilmember Curry

Councilmember Lane

Councilmember Ghassali

Councilmember Talarico

Resolution No. 37a-2013 – Temporary Capital Budget Amendment

ORDINANCES:

PUBLIC HEARING: 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

Engineer's Report

Andrew Hipolit

Chestnut Ridge Road Widening / County of Bergen / Engineering Fees

INTRODUCTION BOND ORDINANCE NO. 2013-1370 ORDINANCE OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY REAPPROPRIATING \$150,000 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSE IN ORDER TO PROVIDE FOR THE PRELIMINARY PLANNING AND ENGINEERING EXPENSES RELATED TO THE COUNTY ROAD IMPROVEMENT AND WIDENING PROGRAM IN THE BOROUGH

(public hearing 2/26/13)

INTRODUCTION ORDINANCE NO. 2013-1371 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 42 OF THE CODE OF THE BOROUGH OF MONTVALE IN ORDER TO REVISE THE FEES CHARGEABLE FOR INSPECTIONS AND PERMITS

(public hearing 2/26/13)

MINUTES:

January 8, 2013

RESOLUTIONS:

- 37-2013 Award Professional Service Contract/Prosecutor/Alternate Prosecutor/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court
- 38-2013 Authorizing Field License Agreement with the Montvale Board of Education
- 39-2013 Authorize Contract Extension to Rapid Pump & Meter Service Co., Inc / Emergency Repairs to Sanitary Sewer Pump Station
- 40-2013 Award County Contract / Bituminous Concrete, Sand & Stone
- 41-2013 Award County Contract / International Salt Co., LLC / Rock Salt for Roadways
- 42-2013 A Resolution Adopting new Rules and Regulations for the Borough of Montvale Police Department
- 43-2013 Tax Court Settlement / Block 2411, Lot 27 / 26 Fairview Ave / Irene Beattie
- 44-2013 Authorizing Adoption of Complete Streets Policy
- 45-2013 Authorize person to person transfer liquor license from the Waterfall Inc. – The Porterhouse to Monaghan Restaurant, LLC trading name “Brady’s At The Border”
- 46-2013 A Resolution Authorizing Action On The Pol/Epl Premium Options Offered Through XI Insurance Company And The Joint Insurance Fund (Jif)
- 47-2013 A Resolution Awarding a Contract to Reivax Contracting Corp. for the Akers Avenue Roadway Improvement Project
- 48-2013 A Resolution Awarding a Contract to Dakota Excavating Contractors for the Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement

BILLS:

ENGINEER’S REPORT:

Andrew Hipolit
Report/Update

- a. Hurricane Irene / Pascack Brook Update
- b. Tennis Courts / Update

ATTORNEY REPORT:

Phillip Boggia, Esq.
Report/Update

- a. Update Status / Waste Management Contract

UNFINISHED BUSINESS:

- a. Bloodborne Pathogen Proposals
 - 1) County of Bergen/Department of Health Services
 - 2) Northwest Bergen Regional Health Commission

NEW BUSINESS:

- a. Proposed Draft Ordinance For a New Chapter Entitled Recreation

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 February 12, 2013 at 7:30 p.m.

*******Disclaimer*******

Subject To Additions And/Or Deletions

**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.	Land Use Administrator	\$50,000 - 75,000
18.	Land Use Administrator 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:

Maureen Iarossi-Alwan
Municipal Clerk/Administrator

APPROVED:

Roger Fyfe
Mayor

**BOROUGH OF MONTVALE
ORDINANCE NO. 2013-1370**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on first reading on regular meeting of the Mayor and Council on the 29th 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 26th day of February, 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

ORDINANCE OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY REAPPROPRIATING \$150,000 PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSE IN ORDER TO PROVIDE FOR THE PRELIMINARY PLANNING AND ENGINEERING EXPENSES RELATED TO THE COUNTY ROAD IMPROVEMENT AND WIDENING PROGRAM IN THE BOROUGH

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that \$150,000 of the proceeds of obligations originally made available pursuant to Section 3(g) of bond ordinance #2011-1348 of the Borough of Montvale, in the County of Bergen, New Jersey (the "Borough"), finally adopted August 9, 2011, is no longer necessary for the purpose of the construction of a salt storage shed for which the obligations previously were authorized.

Section 2. The \$150,000 described in Section 1 and made available pursuant to N.J.S.A. 40A:2-39 is hereby reappropriated to provide for the preliminary planning and engineering expenses related to the county road improvement and widening program in the Borough, including all work and materials necessary therefor and incidental thereto.

Section 3. The Section 20 cost in Section 6(d) of bond ordinance #2011-1348 is increased by the \$150,000 provided for in this ordinance.

Section 4. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 5. This ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk/Administrator

Roger Fyfe
Mayor

**BOROUGH OF MONTVALE
ORDINANCE NO. 2013-1371**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on first reading on regular meeting of the Mayor and Council on the 29th 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 26th day of February, 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 AMENDING AND SUPPLEMENTING CHAPTER 42 OF THE
CODE OF THE BOROUGH OF MONTVALE IN ORDER TO REVISE THE FEES
CHARGEABLE FOR INSPECTIONS AND PERMITS**

WHEREAS, the fees for inspections by the Bureau of Fire Prevention in the Borough of Montvale have not been increased since 2010; and

WHEREAS, in order to cover the cost of increased registration and inspection workload, an increase in the registration and inspection fees is necessary for 2013 and future years.

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

Section 1. The Code of the Borough of Montvale, Chapter 42, "Fire Prevention," is hereby amended by deleting the text of Code Section 42-24(E) in its entirety and replacing it with the following:

Additional locally required annual registration fees are as follows (Non-life-hazard):

RESIDENTIAL

Dwelling Units	Year and Fee (per dwelling unit)				
	2014	2015	2016	2017	2018+
Each unit up to 20	\$40	\$45	\$50	\$55	Prior year +10%, rounded to nearest \$5 increment
Each unit above 20	\$15	\$15	\$15	\$15	

The above fees shall be applicable to all multi-unit dwellings, including, without limitation, apartments, condominiums, and cooperative housing complexes, and all single-unit, non-owner occupied dwelling units.

Section 2. The Code of the Borough of Montvale, Chapter 42, "Fire Prevention," is hereby amended by deleting the text of Code Section 42-24(F) in its entirety and replacing it with the following:

F. The following annual registration fees for nonresidential buildings and uses as authorized by the New Jersey Uniform Fire Code are as follows:

BUSINESS

Local Code	Area (square feet)	Year and Fee				
		2014	2015	2016	2017	2018+
U1	<1,000	\$50	\$55	\$60	\$65	Prior year +10%, rounded to nearest \$5 increment
U1A	1,001 – 2,500	\$85	\$95	\$100	\$115	Prior year +10%, rounded to nearest \$5 increment
U2	2,501 – 5,000	\$140	\$155	\$170	\$185	Prior year +10%, rounded to nearest \$5 increment
U3	5,001 – 10,000	\$275	\$300	\$330	\$365	Prior year +10%, rounded to nearest \$5 increment
U4	10,001 – 50,000	\$550	\$605	\$665	\$730	Prior year +10%, rounded to nearest \$5 increment
U5	50,001 – 100,000	\$770	\$845	\$930	\$1025	Prior year +10%, rounded to nearest \$5 increment
U6	100,001 – 200,000	\$1050	\$1155	\$1270	\$1400	Prior year +10%, rounded to nearest \$5 increment
U7	200,001-250,000	\$1540	\$1695	\$1865	\$2050	Prior year +10%, rounded to nearest \$5 increment
U8	250,000+	\$2,000	\$2,200	\$2,450	\$2,670	Prior year +10%, rounded to nearest \$5 increment

Section 3. The Code of the Borough of Montvale, Chapter 42, "Fire Prevention," is hereby amended by deleting the text of Code Section 42-38 in its entirety and replacing it with the following:

The fees for an inspection by the Fire Prevention Bureau for a Certificate of Smoke Detector Installation (CSDI) Smoke Detector Certificates shall be as follows:

Document	Year and Fee				
	2013	2014	2015	2016	2017+
Initial CSDI Inspection	\$85	\$95	\$105	\$115	Prior year +10%, rounded to nearest \$5 increment
Re-inspection (if required)	\$25	\$25	\$30	\$35	Prior year +10%, rounded to nearest \$5 increment

Section 4. Effect of invalidation. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. Repeal of inconsistent ordinances. All ordinances or parts of ordinances of the Borough of Montvale which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 6. Effective date. This ordinance shall take effect immediately upon its passage and publication as required by law.

ROGER FYFE, Mayor

ATTEST:

MAUREEN IAROSI-ALWAN, RMC,
Borough Clerk

**PUBLIC MEETING
MINUTES**

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:46 PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Mayor Fyfe led the Pledge of Allegiance to the Flag, and 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).

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

ROLL CALL:

Councilmember Cudequest	Councilmember LaMonica
Councilmember Curry	Councilmember Lane
Councilmember Ghassali	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 AND STATE OF NEW JERSEY
(public hearing 1/29/13)

A motion to Introduce Ordinance **2013-1369** for first reading was made by Councilmember Curry; seconded by Councilmember Cudequest; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised, in full, in The Ridgewood News; seconded by Councilmember Talarico - Roll call vote was taken – all ayes

MEETING OPEN TO PUBLIC:

Agenda Items Only
Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Lane - All ayes

NO PUBLIC COMMENT

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

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

December 20, 2012

A motion to accept minutes by Councilmember Lane; seconded by Councilmember Ghassali – all ayes
Councilmember Talarico abstained

Sine Die January 2, 2013

A motion to accept minutes by Councilmember Lane; seconded by Councilmember Talarico – all ayes

Re-Organization Meeting January 2, 2013

A motion to accept minutes by Councilmember Lane; seconded by Councilmember Ghassali – all ayes

Mayor Fyfe stated that being that the two officers are present, he would like to start with Resolution 35-2013

35-2013 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.

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

36-2013 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.

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

21-2013 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

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

22-2013 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.

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

23-2013 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.

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

24-2013 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.

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

25-2013 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.

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

26-2013 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

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

27-2013 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.

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

28-2013 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.

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

29-2013 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.

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

30-2013 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 N.J.S.A. 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.

Introduced by: Councilmember Ghassali; seconded by Councilmember Cudequest - All eyes

31-2013 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.

Introduced by: Councilmember Talarico; seconded by Councilmember Lane - All eyes

32-2013 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.

Introduced by: Councilmember ; seconded by Councilmember - All ayes

THIS HAS BEEN PULLED

33-2013 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.

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

34-2013 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.

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

BILLS: Municipal Clerk read the Bill Report.

Motion to pay bills by Councilmember Lane; seconded by Councilmember Curry - All ayes
Councilmember Cudequest abstained on bill #00125 and also asked about a bill for Downes Tree Service for \$43,670 for Sandy tree removal; will the borough be reimbursed for a portion of the bill; the Mayor responded approximately 75 percent;

REPORT OF REVENUE: Municipal Clerk read the Report of Revenue

COMMITTEE REPORTS:

Councilmember Curry

Board of Health

Voted on a 3 year contract with Fair Game Geese removal and the Board of Education will contribute \$1,500 towards bill; OEM representatives were in attendance to further discuss a better way to communicate with the residents during an emergency; successful rabies clinic, thank you to BOH members for this service and for Chris Mdeyway for taking pictures; Ann Tim was presented with a plaque for her 15 year volunteerism at the flu clinic, she is 98 years old;

Construction

Collected \$550,000 in fees for the year; new electrical inspector and added hours for the plumbing inspector has helped with back logged inspections; Property maintenance will be in full swing by the end of January

Recreation

Winter programs have started

Local Board of Education

Will be appointing new superintendent on Monday, January 14th; ongoing discussions about School #2

Councilmember Ghassali

DPW

First staff meeting; debris from Super storm Sandy will not be picked up by DPW

Administration

Scheduling budget meetings with department heads

Councilmember LaMonica

Access for All Committee

OEM will be a vital part of this committee; one of the important items in this program is to have residents with special services to register; now more than ever we realize it;

Seniors

Doing remarkably well under the leadership of Dick Voorhees; membership has increased substantially

Historic Preservation Committee

Have been in discussion with St Paul's Church located at the corner of Woodland Road and Grand Ave about the replacement of the front door to make it more historic looking

Chamber of Commerce

Mayor Fyfe will be the keynote speaker at next meeting

There is a Transit meeting scheduled to further discuss getting more mass transit to the Pascack Valley

Councilmember Lane

Fire Dept

18 Fire calls; 2 drills and 2 Chief calls; 280 calls for the year 2012; moving forward with discussions concerning the firehouse; there is a need to replace the "jaws of life" tool which is about 20 years old

Finance

Heading into budget season; encourage residents to come to budget meetings;

Councilmember Cudequest

Regional High School Board

At their re-organization meeting, they approved to have an unarmed security guard posted at Pascack Valley and Hills from 7:30-3:30 everyday

Environment Commission

Cancelled their first meeting

Councilmember Talarico

Police

Monthly report included in original minutes

Tri-Boro

Montvale logged: 34 calls; 582 miles; 39 hours; 136.5 crew hours

MAYOR

Library "

Thursday, January 31st at 7:30 an adult program "The Answer is Yes but First You Have to Ask"

A comedy trio that has performed previously at the library has asked to practice their routine at the senior center once a month for free to the public;

Reminder: Mayor's twitter account is @mayorfyfe

Also Mayor Fyfe added that he is now the Vice President of the Pascack Valley Mayor's Association

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

No Report

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

No Report

UNFINISHED BUSINESS:

Councilmember Curry asked for an update regarding repairing the tennis courts

NEW BUSINESS:

- a. Schedule Budget Meeting

Council decided on January 22nd @ 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.

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

Betsy Thomason, Park Ridge

Wanted to know the outcome of the DePiero public hearing that was held; Mayor Fyfe stated that it was not voted on and is being reviewed for reconsideration

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

MEETING CLOSED TO THE PUBLIC:

Mayor Fyfe stated that council needs to go back into Closed Session

ADJOURNMENT

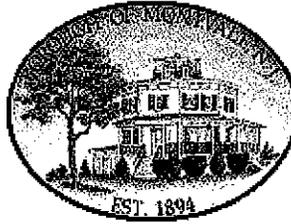
Motion to adjourn Public Meeting by Councilmember Lane; seconded by Councilmember Ghassali - all ayes

Meeting was adjourned at 8:15pm

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

Budget Meeting January 22, 2012 at 6:00pm

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 37-2013**

RE: Award Professional Service Contract/Prosecutor/Alternate Prosecutor/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court

WHEREAS, the Pascack Joint Municipal Court has a need to contract for the services of various professionals to serve as the municipal prosecutor or alternate prosecutor, pursuant to N.J.S.A. 2B:25-1, et seq., and to serve as the municipal public defender or alternate public defender, pursuant to N.J.S.A. 2B:24-1, et seq.; and

WHEREAS, these services are being solicited under the non-fair and open procedures of N.J.S.A. 19:44A-20.4 and -20.5; and

WHEREAS, the Attorney General of the State of New Jersey has advised municipalities that without formal appointment of an alternate municipal prosecutors, the municipality and/or the prosecutor may lose immunity conferred by the New Jersey Municipal Tort Claims Act; and

WHEREAS, there are occasions when the appointed municipal public defender may have a conflict of interest, thus creating a need for an alternate public defender; and

WHEREAS, it is the desire of the Pascack Joint Municipal Court to appoint the following individuals to the positions set forth below:

Prosecutor: Christopher C. Botta, Esq.
Alternate Prosecutor: Patricia Speake-Martin, Esq.
Alternate Prosecutor: Natalia Angeli, Esq.

Public Defender: Gerald R. Salerno, Esq.
Alternate Public Defender: Robert Metzdorf, Esq.

WHEREAS, the salary of the Prosecutor shall be \$25,000, and the salary of the Public Defender shall be \$7,000; and

WHEREAS, said salaries shall be included as part of the Operational Costs for the Pascack Joint Municipal Court as per the agreement between the participating municipalities; and

WHEREAS, any compensation to be paid to the Alternate Prosecutor and/or Alternate Public Defender shall be paid by the Prosecutor or Public Defender, as appropriate; and

WHEREAS, the term of these contracts shall commence on January 2, 2013; and shall continue for the remainder of the calendar year 2013; and

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

WHEREAS, all of the aforementioned professionals have completed and submitted a Business Entity Disclosure Certification which certifies that he/she 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 professionals from making any reportable contributions through the term of their contract; and

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

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

1. These Contracts are awarded without competitive bidding as "Professional Services" 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 Contracts, including the terms of compensation for each professional, shall be placed on file with this resolution.
3. A Notice of this action shall be printed once in the official newspaper of the Borough.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale confirm these appointments

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 38-2013**

RE: Authorizing Field License Agreement with the Montvale Board of Education

BE RESOLVED, the Board of Education and the Borough of Montvale are the owners of certain land which is devoted to recreational uses more particularly know as Memorial School Fields and Fieldstone School Fields; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Montvale that the attached Field License Agreement with the Montvale Board of Education has been reviewed by the Department of Public Works Superintendent and approved for execution; and

NOW THEREFORE BE IT RESOLVED, that Mayor be and are hereby authorized to execute the attached Agreement which includes the Maintenance of Fields on behalf of the Borough of Montvale.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 39-2013**

RE: Authorize Contract Extension to Rapid Pump & Meter Service Co., Inc / Emergency Repairs to Sanitary Sewer Pump Station

WHEREAS, on July 12, 2011 via Resolution No. 137-2011 the Borough awarded a contract for various emergency repairs to the Borough's Sanitary Sewer Pump Stations; and

WHEREAS, when such emergencies arise, the imminent threat to the health, safety and welfare of the public typically renders full public bidding impracticable; and

WHEREAS, bids for said contract were solicited and awarded based upon a fixed, ten percent (10%) markup for parts, and a bidder-specified percentage mark-up to the "prevailing wage" required to be paid to individuals performing work on a public building; and

WHEREAS, one bid was received on June 15, 2011 from Rapid Pump & Meter Service Co., Inc., in the markup amount of sixty-eight percent (68%); and

WHEREAS, the total amount of such contract in the aggregate in any given year may or may not exceed the bid threshold, depending on the number and nature of such emergencies; and

WHEREAS, the Borough soliciting bids for an open-ended contract for all such emergency work that may be needed for the sanitary sewer pump stations, to allow full public bidding for these services in advance of the need for such services pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.* and N.J.A.C. 5:30-11.10; and

WHEREAS, said open-ended contract provides no guarantee no minimum order or contract amount to the successful bidder; and

WHEREAS, the Superintendent of the Department of Public Works does hereby request the extension of said contract; and

WHEREAS, each occurrence order for Sanitary Sewer Pump Station repair services pursuant to this contract, the Superintendent shall complete the form attached to this resolution entitled Certification of Request For Emergency Purchase in addition the Municipal Finance Officer shall certify that funds have been appropriated and said certification will be attached to the relevant purchase order.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, a one-year contract EXTENSION shall be awarded to Rapid Pump & Meter Service Co., Inc., consistent with its bid and N.J.A.C. 5:30-11.10, at a mutual decision of the Borough of Montvale and the contractor; and

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute a contract to be prepared by the Borough Attorney.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

**Rapid Pump &
Meter Service
Co., Inc.**



July 24, 2012

*Sent via email to Maureen Iarossi
MIarossi@montvaleboro.org*

Mr. Bob Culvert
Borough of Montvale
One Memorial Avenue
Montvale, NJ 07645

Reference: Service Contract – Sewage Lift Station
Inspection and Maintenance

Dear Mr. Culvert,

This letter serves to inform the Borough of Montvale that Rapid Pump & Meter Service Co., Inc. shall maintain the rates as set forth in the previous year's contract to this contract period.

Should you require anything further, please do not hesitate to contact me.

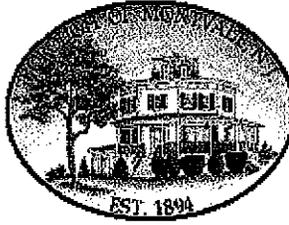
Thank you for your continued business.

Sincerely,

A handwritten signature in cursive script that reads "Richard G. Taylor".

Richard G. Taylor
President
Rapid Pump & Meter Service Co., Inc.

RGT/lt (Montvale_Insp2012)



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 40-2013**

RE: Award County Contract / Bituminous Concrete, Sand & Stone

WHEREAS, the Borough of Montvale is a member of the Bergen County Cooperative Pricing System (state ID #11-BeCCP Bid #11-31.1); and

WHEREAS, the Bergen County Cooperative Pricing System has awarded contract #12-26 by Resolution No. 1077-12 to Stone Industries, Inc; Morris Asphalt Co., Inc.; Ticon New York Inc.; and Campbell Foundry this contract was awarded through the open competitive bidding process and in accordance with N.J.S.A. 40a:11 et seq., Local Public Contracts Law; and

WHEREAS, the contract period is August 13, 2012 through August 12, 2013; and

WHEREAS, the Borough Administrator and Superintendent of Public Works have recommended that the Borough of Montvale purchase Bituminous concrete, sand and stone through the Bergen County Cooperative Pricing in an amount not to exceed \$95,000; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for these purchases;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, hereby authorizes the purchase of Bituminous concrete, sand and stone in the amount not to exceed \$95,000 through the Bergen County Cooperative Pricing contract.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

NOTICE OF AWARD
COUNTY OF BERGEN
ADMINISTRATION & FINANCE, DIVISION OF PURCHASING
REGISTERED COOPERATIVE PRICING SYSTEM #11-BcCCP
REGISTERED BERGEN COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK04
ONE BERGEN COUNTY PLAZA, HACKENSACK, N.J. 07601

Service/Commodity:	Bituminous Concrete Sand & Stone
Bergen County Bid #:	12-26
Contract Period:	August 13, 2012 to August 12, 2013 (12 Months)
Board of Chosen Freeholders Resolution:	#1077-12, dated 8/10/12

PRICES:

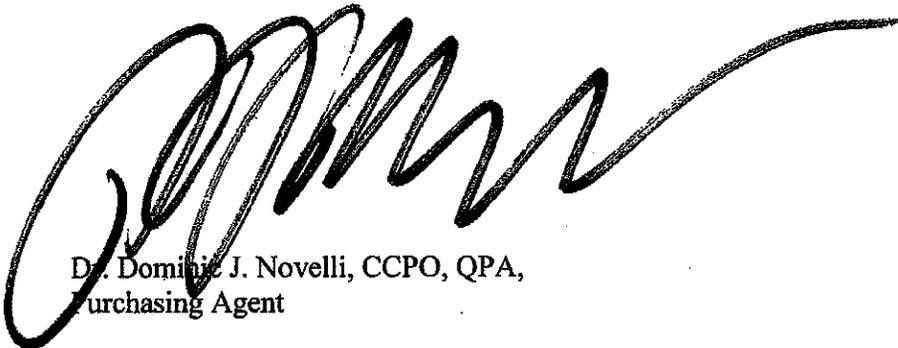
Unit prices quoted shall be firm unless otherwise stated herein, net exclusive of all taxes and must include all transportation, delivery and unloading costs, fully prepaid FOB destination, inside delivery debris removed.

AVAILABILITY OF COUNTY CONTRACT PRICES AND AGREEMENT:

The County Supplier agrees to make his products and county contract prices available to all Local Government Jurisdictions (Municipalities, Authorities and Public School Districts et al) which are enrolled in the County's Registered Cooperative Programs. Each Local Government deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever Contractual Instrument it deems necessary for governing business relations between itself and the supplier.

DELIVERY ARRANGEMENTS, PLACEMENT OF ORDERS AND UNAPPROVED SUBSTITUTES:

All deliveries are to be made within the time period stated on the "Price Information Sheet". If the delivery time is not stated on the "Price Information Sheet" then delivery shall be ten (10) days of the receipt of order. Vendor must accept written Purchase Orders or authorized verbal request from authorized Personnel. Emergency deliveries are to be made within twenty-four (24) hours of receipt of a telephone request from Authorized Personnel. Participants are authorized to accept only those items covered by County Contract. Compliance with this requirement is a joint responsibility of the participant and the vendor.



Dr. Dominic J. Novelli, CCPO, QPA,
Purchasing Agent

Dr. Dominic J. Novelli, CCPO, QPA – 201-336-7111

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: TILCON NEW YORK INC.

Correspondence Address (including zip code):
625 MT. HOPE ROAD
WHARTON, NEW JERSEY 07885

Purchase Order Address (including zip code):
625 MT. HOPE ROAD
WHARTON, NEW JERSEY 07885

Payment Address (including zip code):
TILCON NEW YORK INC.
P.O. BOX 416359
BOSTON, MA 02241-6359

Telephone Number (including area code): (913) 366-7741

Fax Number (including area code): (913) 366-8501

Employer I.D. # or S.S. #: 061032119

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Stone Industries Inc

Correspondence Address (including zip code):

Stone Industries Inc
400-402 Central Ave P.O. Box 8310
Hartford, CT 07530

Purchase Order Address (including zip code):

Same As Above

Payment Address (including zip code):

Same As Above

Telephone Number (including area code): (973) 595-6250

Fax Number (including area code): (973) 595-7087

Employer I.D. # or S.S. #: 02-2177220

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Monis Asphalt Co., Inc.

Correspondence Address (including zip code):

P.O. Box 305
Lafayette, NJ 07848

Purchase Order Address (including zip code):

Same

Payment Address (including zip code):

Same

Telephone Number (including area code): (973) 579-3199

Fax Number (including area code): (973) 579-2161

Employer I.D. # or S.S. #: 222507792000

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Campbell Foundry

Correspondence Address (including zip code):

900 Bergen St
Harrison NJ 07029

Purchase Order Address (including zip code):

same as above

Payment Address (including zip code):

same as above

Telephone Number (including area code): (973) 483 5480

Fax Number (including area code): (973) 483 1843

Employer I.D. # or S.S. #: 22 - 0804730

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROXIMATE QUANTITY	UNIT OF MEASURE	*FIRM NET PICK-UP UNIT PRICE	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NO.	DELIVERY TIME A.R.O.
	SECTION 1, ITEMS 1-15, BITUMINOUS CONCRETE MIX "1" STABILIZED BASE WINTER MIX, BROKEN STONE						
1	FINE AGGREGATE BITUMINOUS CONCRETE MIX "1" #5, 8/13/2012 THROUGH 12/31/2012	700	TON	\$ 59.75		250 Stone	Tilcon NY
				55.25		450 Stone	Stone Ind.
1A	FINE AGGREGATE BITUMINOUS CONCRETE MIX "1" #5, 1/1/2013 THROUGH 8/12/2013	700	TON	64.50		250 Stone	Tilcon NY
				66.25		450 Stone	Stone Ind.
1B	WINTER FINE AGGREGATE BITUMINOUS CONCRETE MIX, 1/1/2013 THROUGH 3/31/2013	300	TON	125.00		25 Stone	Tilcon NY
				90.00		275 Stone	Stone Ind.
2	FINE AGGREGATE BITUMINOUS CONCRETE MIX, "1" #6	900	TON	64.50		300 Stone	Tilcon NY
				60.00		600 Stone	Stone Ind.
3	STABILIZED BASE COURSE MIX #2	400	TON	54.00			Stone Ind.
4	WINTER MIX, COLD MIX	50	TON	147.50			Tilcon NY
5	RSI TAR, COATING EMULSION, 5/GALLON/PAIL.	120	PAIL	41.80			Morrison Asphalt
6	AC 20 TAR	0	GALLON	NO Bid			
7	BROKEN STONE, #2 (2 1/2" STONE)	150	TON	12.00			Stone Ind.
8	BROKEN STONE, #3 OR #4, (1-1 1/2" STONE)	200	TON	12.00			Stone Ind.
9	BROKEN STONE, QUARRY PROCESS	700	TON	10.25		200 Stone	Tilcon NY
				9.50		500 Stone	Stone Ind.
10	SCREENINGS #10 (STONE DUST)	10	TON	9.25			Stone Ind.
11	RIP RAP STONE	75	TON	21.00			Stone Ind.
12	YELLOW SAND	600	TON	NO Bid			Stone Ind.
13	BINDER/RACK EMULSION (5/GALLON/PAIL) RC-70	120	5-GALLON	55.50			Morrison Asphalt

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROXIMATE QUANTITY	UNIT OF MEASURE	*FIRM NET PICK-UP UNIT PRICE	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NO.	DELIVERY TIME A.R.O.
14	UPM, PERMANENT PAVING REPAIR MATERIAL, SEASONAL GRADES; SPRING/FALL AND/OR WINTER. 50 LB BAGS OR EQUAL.	1008	50 LB BAG	25.50		From No. Reigen Plant Only	Tilson NY
15	UPM, PERMANENT PAVING REPAIR MATERIAL, SEASONAL GRADES: SPRING/FALL AND/OR WINTER. BULK OR EQUAL.	150	TON	145.50			Tilson NY
16	3/4" CLEAN STONE	50	TON	12.25			Stone Ind.
SUBTOTAL BID FOR SECTION I, ITEMS 1-16					\$		

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROXIMATE QUANTITY	UNIT OF MEASURE	*FIRM NET DELIVERED UNIT PRICE	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NO.	DELIVERY TIME A.R.O.
1	<p>SECTION II: CATCH BASIN CASINGS CATCH BASIN COMPLETE, NJ TYPE B ROADWAY INLET WITH PARALLEL BAR GRATE (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) AND 6" OR 8" N TYPE CURB PIECE (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) CURB PIECE SIZE WILL BE SPECIFIED WHEN ORDERED, MINIMUM WEIGHTS: GRATE 325 LBS. FRAME 312 LBS. BACK 120 LBS. CURB PIECE, 6" 200 LBS. CURB PIECE, 8" 235 LBS.</p>	12	EACH	\$ 685.00		catch Basin 2618	Campbell Foundry
2	<p>CATCH BASIN COMPLETE, NJ TYPE D ROADWAY INLET WITH PARALLEL BAR GRATE (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) AND 6" OR 8" N TYPE CURB PIECE (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) CURB PIECE SIZE WILL BE SPECIFIED WHEN ORDERED, MINIMUM WEIGHTS: GRATE 325 LBS. FRAME 312 LBS. CURB PIECE: 6" 200 LBS. CURB PIECE: 8" 235 LBS.</p>	12	EACH	620.00		catch Basin 2617	Campbell Foundry
3	<p>CATCH BASIN COMPLETE, NJ TYPE A ROADWAY INLET WITH PARALLEL BAR GRATE (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) GRATE 325 LBS. FRAME 312 LBS.</p>	12	EACH	382.00		catch Basin 3405	Campbell Foundry
4	<p>CATCH BASIN COMPLETE, NJ TYPE E, ROADWAY INLET WITH PARALLEL BAR GRATE, (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) GRATE 325 LBS. FRAME 312 LBS.</p>	12	EACH	730.00		catch Basin 3425	Campbell Foundry

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROXIMATE QUANTITY	UNIT OF MEASURE	*FIRM NET DELIVERED UNIT PRICE	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NO.	DELIVERY TIME A.R.O.
5	CATCH BASINS FRAME NJ TYPE B, MINIMUM WEIGHT 312 LBS.	5	EACH	360.00		#2548-0202	<i>Campbell Foundry</i>
6	CATCH BASIN FRAME NJ TYPE D, MINIMUM WEIGHT 275 LBS.	5	EACH	315.00		#2501-0102	
7	CATCH BASINS PARALLEL BAR GRATES (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) TO FIT NJ TYPE A, B, D, & E, TYPE BASINS. MINIMUM WEIGHT: 325 LBS.	40	EACH	210.00		#26170362	
8	CATCH BASIN N TYPE, CURB PIECE, 8" STRAIGHT, (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) TO FIT NJ TYPE B & D ROADWAY INLETS. MINIMUM WEIGHT: 230 LBS.	40	EACH	182.00		#2618-8NW2	
9	CATCH BASIN N TYPE CURB PIECE 6" STRAIGHT (MARKED, DUMP NO WASTE DRAINS TO WATERWAYS) TO FIT NJ TYPE B & D ROADWAY INLETS. MINIMUM WEIGHT: 200 LBS.	40	EACH	182.00		#2618 NW62	
10	CATCH BASIN CURB PIECE, 4" STRAIGHT, MUST FIT NJ TYPE B & D ROADWAY INLETS	15	EACH	182.00		#2617P4W2	
11	CATCH BASIN CURB PIECE, 8" RADIUS, MUST FIT NJ TYPE B & D ROADWAY INLETS MARKED COUNTY OF BERGEN	10	EACH	430.00		BSCB-8	
12	CATCH BASIN CURB PIECE, 6" RADIUS, MUST FIT NJ TYPE B & D ROADWAY INLETS, MARKED COUNTY OF BERGEN	10	EACH	430.00		BSCB-6	
13	CATCH BASIN BACK PLATE, MUST FIT IN TYPE B ROADWAY INLETS	20	EACH	150.00		#2548-1942	
14	ROADWAY MANHOLE FRAME & COVER, FRAME DIMENSION: 39" OVERALL WITH A4" FLANGE 8" HEIGHT COVERS: TO HAVE TWO (2) PENETRATING PICKHOLES AND NON-SKID LUGS DIMENSION: 25 3/8", MINIMUM WEIGHTS: FRAME 265 LBS COVER 175 LBS.	18	EACH	300.00		#1203	
15	MANHOLE FRAME 39" OVERALL WITH 4" FLANGE 8" HEIGHT TO ACCOMMODATE A 25 3/8" COVER.	10	EACH	160.00		#1203-4502	

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROXIMATE QUANTITY	UNIT OF MEASURE	*FIRM NET DELIVERED UNIT PRICE	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NO.	DELIVERY TIME A.R.O.
16	MANHOLE COVERS WITH NON-SKID LUGS & TWO (2) PENETRATING PICKHOLES: SIZE 25 3/8". MINIMUM WEIGHT 175 LBS., MARKED COUNTY OF BERGEN	20	EACH	140.00		# 1203-5002	Campbell Foundry
17	MANHOLE COVERS OPEN GRATE WITH TWO (2) PENETRATING PICKHOLES, SIZE 25 3/8" MINIMUM WEIGHT 165 LBS., MARKED COUNTY OF BERGEN	5	EACH	140.00		# 1184	
18	MANHOLE COVERS, LOCK TYPE, SIZE 25 3/8" MARKED COUNTY OF BERGEN	2	EACH	192.00		# 1487	
19	2 1/2" MANHOLE RING TO FIT MANHOLE FRAMES LISTED IN ITEMS 14 & 15	5	EACH	148.00		# 1203-2 1/2	
20	2" EXTENSION FRAME, 3 SIDED TO FIT NJ TYPE A, B, D & E CATCH BASINS	20	EACH	155.00		# 2701	
21	HEAVY DUTY MANHOLE FRAME & COVER, FRAME DIMENSIONS 53" OVERALL SQUARE FLANGE TYPE 8" HEIGHT COVER TO HAVE FOUR (4) PENETRATING PICKHOLES AND NON-SKID LUGS AND MARKED COUNTY OF BERGEN. COVER DIMENSIONS 44", MINIMUM WEIGHTS FRAME 680 LBS, COVER 600 LBS.	3	EACH	1,078.00		# 1232	
SUBTOTAL BID FOR SECTION II, ITEMS 1-21					\$		



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 41-2013**

RE: Award County Contract / Atlantic Salt Inc. / Rock Salt for Roadways

WHEREAS, the Borough of Montvale needs to purchase rock salt; and

WHEREAS, the Borough of Montvale is a member of the Bergen County Cooperative Pricing System (state ID #11-BeCCP Bid #11-74); and

WHEREAS, the Bergen County Cooperative Pricing System has awarded contract #12-50 by Resolution No. 1241-12 to Atlantic Salt Inc. 134 Middle Street, Suite 210, Lowell, MA 01852 this contract was awarded through the open competitive bidding process and in accordance with N.J.S.A. 40a:11 et seq., Local Public Contracts Law; and

WHEREAS, the contract period is October 1, 2012 through September 30, 2013; and

WHEREAS, the Borough Administrator and Superintendent of Public Works have recommended that the Borough of Montvale purchase rock salt through the Bergen County Cooperative Pricing in an amount not to exceed \$115,000; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for these purchases;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, hereby authorizes the purchase of rock salt in the amount not to exceed \$115,000 through the Bergen County Cooperative Pricing contract

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

NOTICE OF AWARD
COUNTY OF BERGEN
ADMINISTRATION & FINANCE, DIVISION OF PURCHASING
REGISTERED COOPERATIVE PRICING SYSTEM #11-BeCCP
REGISTERED BERGEN COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK04
ONE BERGEN COUNTY PLAZA, HACKENSACK, N.J. 07601

Service/Commodity:	Rock Salt
Bergen County Bid #:	12-50
Contract Period:	October 1, 2012 – September 30, 2013 (12 months)
Board of Chosen Freeholders Resolution:	#1241-12, dated 09/12/12

PRICES:

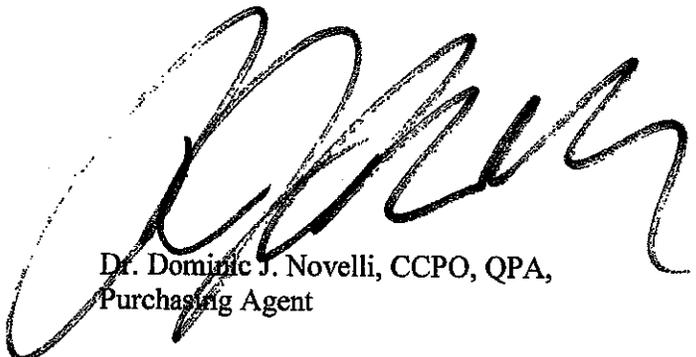
Unit prices quoted shall be firm unless otherwise stated herein, net exclusive of all taxes and must include all transportation, delivery and unloading costs, fully prepaid FOB destination, inside delivery debris removed.

AVAILABILITY OF COUNTY CONTRACT PRICES AND AGREEMENT:

The County Supplier agrees to make his products and county contract prices available to all Local Government Jurisdictions (Municipalities, Authorities and Public School Districts et al) which are enrolled in the County's Registered Cooperative Programs. Each Local Government deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever Contractual Instrument it deems necessary for governing business relations between itself and the supplier.

DELIVERY ARRANGEMENTS, PLACEMENT OF ORDERS AND UNAPPROVED SUBSTITUTES:

All deliveries are to be made within the time period stated on the "Price Information Sheet". If the delivery time is not stated on the "Price Information Sheet" then delivery shall be ten (10) days of the receipt of order. Vendor must accept written Purchase Orders or authorized verbal request from authorized Personnel. Emergency deliveries are to be made within twenty-four (24) hours of receipt of a telephone request from Authorized Personnel. Participants are authorized to accept only those items covered by County Contract. Compliance with this requirement is a joint responsibility of the participant and the vendor.



Dr. Dominic J. Novelli, CCPO, QPA,
Purchasing Agent

Dr. Dominic J. Novelli, CCPO, QPA – 201-336-7111

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Atlantic Salt Inc.

Correspondence Address (including zip code):

134 Middle St Ste 210

Lowell MA 01852

Purchase Order Address (including zip code):

Atlantic Salt Inc.

134 Middle Street, Ste 210

Lowell MA 01852

Payment Address (including zip code):

Atlantic Salt Inc.

134 Middle Street, Ste 210

Lowell MA 01852

Telephone Number (including area code): (978) 453-4911

NOTE: For salt orders/deliveries, please contact the terminal @ 718-816-7200
Fax Number (including area code): (978) 251-8244

Employer I.D. # or S.S. #: 13-2914699

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: International Salt Co., LLC

Correspondence Address (including zip code):

655 Northern Blvd.
Clarks Summit, PA 18411

Purchase Order Address (including zip code):

International Salt Co., LLC
655 Northern Blvd.
Clarks Summit, PA 18411

Payment Address (including zip code):

International Salt Co., LLC
P. O. Box 641944
Pittsburgh, PA 15263-1944

Telephone Number (including area code): (888) 388-4726

Fax Number (including area code): (57) 586-6463

Employer I.D. # or S.S. #: 52-2034785

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

ROCK SALT
PUBLIC WORKS

ADVERTISED BID PROPOSAL # 12 - 50

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROX. QUANTITY	UNIT OF MEASURE	*FIRM NET DELIVERED UNIT PRICE PER TON	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NUMBER	COOP ESTIMATED QUANTITY
1	DISTRICT # 1 BULK TONS, DELIVERED TO ANY DESIGNATED DESTINATION IN NOT LESS THAN 25 TON TRUCK LOAD LOTS. DELIVERY TIME AFTER RECEIPT OF ORDER; THREE (3) CALENDAR DAYS.	24,000	TON	\$ 53.73		Atlantic Salt	32,095 TON
2	DISTRICT # 2 BULK TONS, DELIVERED TO ANY DESIGNATED DESTINATION IN NOT LESS THAN 25 TON TRUCK LOAD LOTS. DELIVERY TIME AFTER RECEIPT OF ORDER; THREE (3) CALENDAR DAYS.	18,000	TON	\$ 53.98		International Salt	28,176 TON

TOTAL BID PRICE: \$ _____

ERASURE: PROPOSALS SHOWING ANY ERASURE ALTERATION MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.

VENDOR INFORMATION

In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: Atlantic Salt Inc.

Correspondence Address (including zip code):

134 Middle St Ste 210
Lowell MA 01852

Purchase Order Address (including zip code):

Atlantic Salt Inc.
134 Middle Street, Ste 210
Lowell MA 01852

Payment Address (including zip code):

Atlantic Salt Inc.
134 Middle Street, Ste 210
Lowell MA 01852

Telephone Number (including area code): 978)453-4911

NOTE: For salt orders/deliveries, please contact the terminal @ 718-816-7200
Fax Number (including area code): (978) 251-8244

Employer I.D. # or S.S. #: 13-2914699

**FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT
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In order to assure that all future correspondence is directed to the correct address, assure proper ordering, expedite future payments, and in accord with I.R.S. regulations, the following information must be provided with this bid.

Name of Business: International Salt Co., LLC

Correspondence Address (including zip code):

655 Northern Blvd.

Clarks Summit, PA 18411

Purchase Order Address (including zip code):

International Salt Co., LLC

655 Northern Blvd.

Clarks Summit, PA 18411

Payment Address (including zip code):

International Salt Co., LLC

P. O. Box 641944

Pittsburgh, PA 15263-1944

Telephone Number (including area code): (888) 388-4726

Fax Number (including area code): (57) 586-6463

Employer I.D. # or S.S. #: 52-2034785

FAILURE TO PROVIDE ALL OF THE ABOVE INFORMATION MAY RESULT IN REJECTION OF THIS BID.

ADVERTISED BID PROPOSAL # 12 - 50

ROCK SALT
PUBLIC WORKS

PRICE INFORMATION SHEET

ITEM NO.	ITEM DESCRIPTION (OR APPROVED EQUAL)	APPROX. QUANTITY	UNIT OF MEASURE	*FIRM NET DELIVERED UNIT PRICE PER TON	TOTAL PRICE	ITEM OFFERED BRAND NAME & I.D. NUMBER	COOP ESTIMATED QUANTITY
1	DISTRICT # 1 BULK TONS, DELIVERED TO ANY DESIGNATED DESTINATION IN NOT LESS THAN 25 TON TRUCK LOAD LOTS. DELIVERY TIME AFTER RECEIPT OF ORDER; THREE (3) CALENDAR DAYS.	24,000	TON	\$ 53.73		Atlantic Salt	32,095 TON
2	DISTRICT # 2 BULK TONS, DELIVERED TO ANY DESIGNATED DESTINATION IN NOT LESS THAN 25 TON TRUCK LOAD LOTS. DELIVERY TIME AFTER RECEIPT OF ORDER; THREE (3) CALENDAR DAYS.	18,000	TON	\$ 53.98		International Salt	28,176 TON

TOTAL BID PRICE: \$

ERASURES: PROPOSALS SHOWING ANY ERASURE ALTERATION MUST BE INITIALED BY BIDDER IN INK. ALTERED ITEMS NOT INITIALED WILL NOT BE CONSIDERED FOR AWARD.



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 42-2013**

RE: A Resolution Adopting new Rules and Regulations for the Borough of Montvale Police Department

WHEREAS, the Borough of Montvale Police Department has been undergoing an accreditation process in order to improve the standards and performance of the Police Department; and

WHEREAS, in connection therewith, it has been recommended that the Mayor and Council adopt new Rules and Regulations governing the operations of the Police Department; and

WHEREAS, the Mayor and Council have reviewed these Rules and Regulations and believe it is in the best interests of the Borough to adopt same.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, as the appropriate authority pursuant to *N.J.S.A. 40A:14-118*, that the Rules and Regulations for the Montvale Police Department attached hereto are hereby adopted and shall be effective immediately.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



Montvale Police Department
Borough of Montvale

Jeremy Abrams
Chief of Police

January 7, 2013

Maureen Iarossi-Alwan
Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, N.J. 07645

Dear Administrator Iarossi-Alwan,

Attached is a copy of the new Rules and Regulations that have been recommended as part of the Accreditation process for the Police Department.

Please have them put on the Agenda for consideration to be adopted by Resolution by the Mayor and Council at the January 29, 2013 Meeting of the Mayor and Council.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Abrams", written over the printed name.

Chief Jeremy Abrams

MONTVALE POLICE DEPARTMENT



VOLUME: 1

CHAPTER: 2

OF PAGES: 31

SUBJECT: RULES AND REGULATIONS

BY THE ORDER OF:

Chief of Police Jeremy Abrams

ACCREDITATION STANDARDS:

1.1-1d, 1.4.1, 1.4.3, 1.5.2a

APPROPRIATE AUTHORITY:

Effective Date:

January 22, 2013

SUPERSEDES ORDER #:

Any/All previous Rules and Regulations

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CHAPTER 1
INTRODUCTION

1:1. ESTABLISHMENT OF THE MONTVALE POLICE DEPARTMENT

1:1.1 Legal Authorization

The Montvale Police Department is established pursuant to N.J.S.A. 40A:14-118 and Municipal Ordinance §84-1. The Montvale Police Department shall hereinafter be called the "department."

1:1.2 Rules and Regulations Established

The appropriate authority of the Borough of Montvale hereby adopts and promulgates the department Rules and Regulations, known as the Montvale Police Department Rules and Regulations and hereinafter called the "rules and regulations."

1:1.3 Right to Amend or Revoke

In accordance with N.J.S.A. 40A:14-118, the right is reserved by the appropriate authority to amend or revoke any of the rules and regulations contained herein.

1:1.4 Previous Rules, Policies and Procedures

All rules and regulations previously issued, and policies and procedures that are contrary to the rules contained herein, are hereby revoked. All other policies and procedures shall remain in force.

1:2 THE NUMBERING SYSTEM

1:2.1 Chapter and Section Designation

Each chapter, section and subsection shall be designated by title and number. All numbering breakdowns shall be arranged according to a decimal sequence.

1:2.2 Chapter and Section Sequence

The number preceding the colon shall enumerate the chapter, while the number placed immediately to the right of the colon shall indicate the section.

1:2.3 Subsection Sequence

The number placed to the right of the decimal point shall designate the subsection.

1:2.4 Series Lettering

Letters listed in series under sections and subsections shall be enclosed within parentheses.

1:2.5 Flexibility of System

This system shall provide a simple and quick method of referral to material contained herein. This format has been designed to make specific reference to particular sections or subsections possible and to facilitate expansion and revision of the contents.

1:3 RULES AND REGULATIONS MANUAL

1:3.1 Application

These rules and regulations are applicable to all police officers, special law enforcement officers of the department and to all civilian employees of the department where appropriate.

1:3.2 Distribution

One copy of these rules and regulations shall be electronically distributed to each employee of the department through the PowerDMS® software.

1:3.3 Responsibility for Maintenance

Employees shall be responsible for maintaining a current copy of the rules and regulations, including all additions, revisions, and amendments as issued.

1:3.4 Familiarization

Employees shall thoroughly familiarize themselves with the provisions of the rules and regulations. Ignorance of any provision of these rules and regulations will not be a defense to a charge of a violation of these rules and regulations.

1:3.5 Ignorance of Manual Content

In the event neglect of duty is charged against an employee for failure to observe these rules and regulations or written directive, ignorance of any provision of these rules and regulations or written directive, will not stand as a defense to the charge(s).

1:3.6 Severability

If for any reason any section of these Rules and Regulations shall be questioned in any court and shall be held unconstitutional or invalid, the same shall not be held to affect any other sections or provisions of this document.

1:4 DEFINITIONS

1:4.1 Appropriate Authority

The Mayor and Council of the Borough of Montvale as defined and designated by authority of Municipal Ordinance §85-4 of the Borough of Montvale pursuant to N.J.S.A. 40A:14-118.

1:4.2 Authority

Authority is the statutory or written directive vested right to give commands, enforce obedience, initiate action and make necessary decisions. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered in violation of the rules and regulations, and those persons in violation shall be subject to disciplinary action.

1:4.3 Chain of Command

The unbroken line of authority extending from the Chief of Police through one or more subordinates at each level of command down to the level of execution and vice versa.

1:4.4 Chief of Police

The Chief of Police of the Montvale Police Department shall be the highest ranking officer of the department.

1:4.5 Commanding Officer

Any officer appointed to the rank of Sergeant or higher who is in command of an organizational component as determined by the Chief of Police.

1:4.6 Days Off

Those days on which a given employee is excused from duty or is not required to report to duty.

1:4.7 Detail

A temporary assignment of personnel for a specialized activity.

1:4.8 Employee

All employees of the department, whether sworn regular or civilian employees.

1:4.9 Gender

The use of the masculine gender in any written directive or rules and regulations includes the female gender, when applicable.

1:4.10 Incompetence

Incapable of satisfactory performance of police duties.

1:4.11 Insubordination

Failure or deliberate refusal of any employee to obey a lawful order given by a superior officer. Ridiculing a superior officer or his order, whether in or out of his presence, is also insubordination. Disrespectful, mutinous, insolent, or abusive language towards a superior officer is insubordination.

1:4.12 Lawful Order

Any written or verbal directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance, or any department rule or regulation.

1:4.13 May/Should

As used herein, the words "may" and "should" mean that the action indicated is permitted.

1:4.14 Member

Any duly sworn police officer of the department.

1:4.15 Military Leave

The period of time during which an employee is excused from duty for service with the active or reserve armed forces of the United States or of the State of New Jersey, as provided by law or collective negotiations agreement.

1:4.16 Neglect of Duty

Neglect of duty is the failure to give suitable attention to the performance of duty. Examples include, but are not limited to, failure to take appropriate action on the occasion of a crime, disorder, or other act or condition deserving police attention; absence without leave; failure to report for duty at the time and place designated; unnecessary absence from the zone/post during the tour of duty; failure to perform duties or comply with provisions prescribed in the rules and regulations and written directives, and failure to conform to the department operating procedures.

1:4.17 Off-Duty

The status of an employee during the period he is free from the performance of specified duties. Members are subject to recall at all times.

1:4.18 Officer-In-Charge

Ranking member of the department on duty in charge of a shift, detail, etc.

1:4.19 On-Duty

The status of an employee during the period of day when he is actively engaged in the performance of his duties.

1:4.20 Order

Any written or oral directive issued by a supervisor to any subordinate or group of subordinates in the course of police duty.

1:4.21 Plurality of Words

The singular includes the plural and the plural includes the singular.

1:4.22 Probationary Police Officer

Any member of the department serving probationary period prior to permanent appointment to police officer, as pursuant to N.J.S.A. 52:17B-66 et seq.

1:4.23 Probationary Period

Each member shall be required to serve a probationary period prior to permanent appointment to the department. The probationary period is one year from the date of completion of the police training course, or if already holding a valid New Jersey Police Training Commission Certification, one year from date of appointment, as pursuant to N.J.S.A. 52:17B-66 et seq.

1:4.24 Shall/Will

As used herein, the words "shall" and "will" mean the action required is mandatory.

1:4.25 Shift

Designates the basic time unit for a specific assignment.

1:4.26 Special Law Enforcement Officer

Persons vested with special police authority pursuant to N.J.S.A. 40A:14-146.8 et seq., but are not full-time employees of the department.

1:4.27 Staff Supervision

Staff supervision is an advisory relationship, outside the regular hierarchy of command and responsibility in which a supervisor may review the work of another employee who is responsible to another superior officer.

1:4.28 Subordinate

A member lower in rank than his superior officer.

1:4.29 Superior Officer

A person holding a higher supervisory or command rank or position.

1:4.30 Supervisor

An employee, usually holding the appropriate rank, assigned to a position requiring the exercise of immediate supervision over the activities of other employees.

1:4.31 Tense of Words

The words used in the present tense include the future.

1:4.32 Tour of Duty

The shift during which an individual member is on duty.

1:4.33 Unpaid Leave of Absence

The period of time during which an employee is excused from duty and during which time no pay is received.

1:4.34 Zones/Post

A geographical area administratively designated for purposes of assignment, investigation, supervision or patrol.

1:5 CODE OF ETHICS

1:5.1 All employees shall read and abide by the Law Enforcement Code of Ethics.

1:5.2 **AS A LAW ENFORCEMENT EMPLOYEE**, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I WILL keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...**LAW ENFORCEMENT.**

1:6 MISSION STATEMENT AND CORE VALUES

1:6.1 Mission Statement

The mission of the Montvale Police Department is to prevent crime, enforce the law, and support quality public safety by delivering respectful, professional and dependable police services.

1:6.2 Core Values

The employees of the Montvale Police Department are committed to its mission. We are accountable for our actions and we conduct ourselves accordingly in pursuit of our core values of respect, professionalism and dependability.

CHAPTER 2
ORGANIZATION

2:1 GENERAL DUTIES AND RESPONSIBILITIES

2:1.1 Chief of Police

1. Pursuant to N.J.S.A. 40A:14-118 and Municipal Ordinance §84-5, the Chief of Police shall be the head of the Police Department and shall be directly responsible to the appropriate authority for the efficiency and day to day operations of the department.

2:1.2 Supervisors

Supervisors shall be able to perform all of the general duties of a police officer. Supervisors shall:

1. Enforce department rules and insure compliance with department policies and procedures.
2. Exercise proper use of their command, within the limits of their authority, to assure efficient performance by their subordinates.
3. Exercise necessary control over their subordinates to accomplish the objectives for the department.
4. Guide and train subordinates to gain effectiveness in performing their duties.
5. Use department disciplinary procedures when necessary.
6. When using discipline, comply strictly with the provisions of the department disciplinary process.

2:1.3 Police Officers

Police officers shall:

1. Exercise authority consistent with the obligations imposed by the oath of office and in conformance with the policies of the department.
2. Abide by all rules, regulations and department procedures and directives governing police officer employees.
3. Be accountable and responsible to their supervisor for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for their current assignment.
8. Perform their duties promptly, faithfully and diligently.

9. Perform all related work as required in a timely fashion.
10. Take appropriate action to:
 - a. Protect life and property;
 - b. Preserve the peace;
 - c. Detect and arrest violators of the law;
 - d. Enforce all federal, state, and local laws and ordinances coming within department jurisdiction;
 - e. Safeguard the rights of individuals as provided by the United States Constitution and Constitution of the State of New Jersey;
 - f. Regulate traffic safely and expeditiously;
 - g. Aid citizens in matters within police jurisdiction;
 - h. Take appropriate police action in aiding fellow officers as needed;
 - i. Provide miscellaneous services.

2:1.4 Civilian Employees

Civilian employees shall:

1. Take appropriate action to perform the duties of their positions promptly, faithfully and diligently.
2. Exercise authority consistent with the obligations imposed by their position and in conformance with the policies of the department.
3. Be accountable and responsible to their supervisors for obeying all lawful orders.
4. Coordinate their efforts with other employees of the department to achieve department objectives.
5. Conduct themselves in accordance with high ethical standards, on and off-duty.
6. Strive to improve their skills and techniques through study and training.
7. Familiarize themselves with the area of authority and responsibility for the current assignment.
8. Abide by all rules, regulations and department procedures and directives governing civilian employees.
9. Perform all related work as required.

CHAPTER 3
RULES OF CONDUCT

3:1 GENERAL CONDUCT

3:1.1 Performance of Duty

All employees shall promptly perform their duties as required or directed by law, rules and regulations or written directive, or by lawful order of a superior officer.

3:1.2 Action Off-Duty

While off-duty, police officers shall take appropriate action as needed in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and department written directive.

While off-duty, police officers who take any police related action or any other action which may touch upon or reflect upon their position with the Montvale Police Department shall notify the highest ranking officer on duty as soon as possible and shall submit a written report to the Chief of Police as soon as practical.

3:1.3 Obedience to Law and Rules

Employees shall obey all laws, ordinances, rules, policies, and procedures as well as any other directives of the department.

3:1.4 Withholding Information

Employees shall report any and all information concerning suspected criminal activity of others.

3:1.5 Reporting Violations of Law or Rules

Employees knowing of other employees violating laws, ordinances, or rules of the department, shall report same to the Chief of Police through the chain of command. If the employee believes the information is of such gravity that it must be brought to the immediate, personal attention of the Chief of Police, the chain of command may be bypassed.

3:1.6 Insubordination

Employees shall not:

1. Fail or refuse to obey a lawful order given by a supervisor;
2. Use any disrespectful or abusive language/action towards a specific supervisor.

3:1.7 Conduct Toward Other Department Employees

Employees shall treat other department employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on-duty and in the presence of the public, an officer shall be referred to by rank.

3:1.8 Compromising Criminal Cases/Investigations

Employees shall not interfere with the proper administration of criminal justice.

3:1.9 Recommending Attorney and Bail Bond Brokers Prohibited

Employees shall not suggest, recommend, or advise the retention of any attorney or bail bond broker to any person as a result of police business.

3:1.10 Posting Bail

Employees shall not post bail for any person in custody, except relatives.

3:1.11 Use of Force

Employees shall follow New Jersey State Law and department written directive on the use of force.

3:1.12 Physical and Mental Fitness for Duty

Police officers are required to be capable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others. Officers, who are aware of any reason why they are incapable of performing the essential functions of their assigned positions without posing a direct threat to their own health and safety, or that of others, shall notify their supervisors. The department reserves the right to take appropriate action in such circumstances, which may include deeming the member unfit for duty, placing the employee on sick leave status, or other action. The department reserves the right in appropriate cases to require medical clearance before allowing the member to return to regular duties.

3:1.13 Driver's License

Employees shall possess a valid New Jersey driver's license. Whenever a driver's license is revoked, suspended, or lost the employee shall immediately notify the appropriate supervisor giving full particulars.

3:1.14 Address and Telephone Numbers

Employees are required to have a telephone or cellular phone in the place where they reside. Changes in address or telephone number shall be reported in writing to the appropriate supervisor within twenty-four (24) hours of the change. Upon receipt of this information, the supervisor will immediately forward the change to the Office of the Chief of Police.

3:2 ISSUING ORDERS

3:2.1 Manner of Issuing Orders

Orders from a supervisor to a subordinate shall be in clear and understandable language.

3:2.2 Unlawful Orders

No supervisor shall knowingly issue an order which is in violation of any law or ordinance.

3:2.3 Improper Orders

No supervisor shall knowingly issue an order which is in violation of any department rules and regulations or written directive.

3:3 RECEIVING ORDERS

3:3.1 Questions Regarding Orders

Employees, in doubt as to the nature or detail of an order, shall seek clarification from their supervisors by going through the chain of command.

3:3.2 Obedience to Unlawful Orders

Employees are not required to obey any order which is contrary to any law or ordinance. Responsibility for refusal to obey rests with the employee, who will be required to justify the refusal to obey.

3:3.3 Obedience to Improper Orders

Employees, who are given any order which is contrary to department rules and regulations or written directive, must first obey the order to the best of their ability, and then report the improper order as provided.

3:3.4 Conflicting Orders

Upon receipt of an order, conflicting with any previous order, the employee affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original order rests with the individual issuing the second order. If so directed, the latter order shall be obeyed first. Orders will be countermanded, or conflicting orders will be issued, only when reasonably necessary for the good of the department.

3:3.5 Reports of Unlawful or Improper Orders

An employee receiving an unlawful or improper order shall advise the issuing supervisor of his/her belief that the order in question is unlawful or improper. If the matter is not resolved, the officer shall at first opportunity, report in writing to the next highest-ranking supervisor above the supervisor who issued the unlawful or improper order. Action regarding such a report shall be conducted at the direction of the Chief of Police.

3:3.6 Improper Criticism of Official Acts or Orders

Employees shall not criticize the actions or orders of any department employee in a manner which is defamatory, obscene, or which tends to impair the efficient operation of the department.

3:4 POLICE RECORDS AND INFORMATION

3:4.1 Release of Information

Employees shall not release any information nor reveal any confidential business of the department to the public or the press except as provided in department written directive.

3:4.2 Department Records

Contents of any record or report filed within the department shall not be exhibited or divulged to any person other than a duly authorized police officer, except with the approval of the appropriate supervisor, or under due process of law, or as permitted under department written directives.

3:4.3 Reports

No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on records of the department.

3:5 GIFTS, REWARDS, ETC.

3:5.1 Soliciting Gifts, Gratuities, Fees, Rewards, Loans, Etc.

Employees shall not under any circumstances solicit any gift, gratuity, fees, rewards, loan, etc. where there is any direct or indirect connection between solicitations and their department membership or employment.

3:5.2 Acceptance of Gifts, Gratuities, Fees, Loans, Etc.

Employees shall not accept either directly or indirectly any gift, gratuity, fees, rewards, loan, etc. or any other thing of value arising from or offered because of police employment or any activity connected with said employment. Employees shall not accept any gift, gratuity, fees, rewards, loan, etc. or other thing of value, the acceptance of which might tend to influence directly or indirectly the actions of said employee or any other employee in any matter of police business; or which might tend to cast an adverse reflection on the department or any employee thereof. No employee of the department shall receive any gift, gratuity, fees, rewards, loan, etc. from other employees junior in rank without the express permission of the Chief of Police.

3:5.3 Other Transactions

Every employee is prohibited from buying or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to his attention or which arose out of his department employment, except as may be specifically authorized by the Chief of Police.

3:5.4 Rewards

Employees shall not accept any gift, gratuity or reward in money or other consideration for services rendered in the line of duty to the community or to any person, business or agency except lawful salary and that which may be authorized by the law and the Chief of Police.

3:5.5 Disposition of Unauthorized Gifts and/or Gratuities

Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the Chief of Police together with a written report explaining the circumstances.

3:5.6 Debts - Incurring and Payment

1. No employee shall borrow any money or otherwise become indebted to any other employee.

2. Employees shall not solicit other members or employees to co-sign or endorse any promissory note or other loan.
3. No employee shall offer to act as a co-signer or endorser of any promissory note or other loan for another employee.
4. Paragraphs 1-3 do not apply to transactions among employees related to each other.
5. Employees shall promptly pay all just debts and legal liabilities incurred by them.

3:5.7 Intercession – Soliciting

Employees shall not attempt to circumvent, undermine or improperly influence department procedures for determining promotions, assignments, disposition of disciplinary charges, appeals from department hearings, or related matters. Examples of circumventing, undermining or improperly influencing such procedures include, but are not limited to, soliciting unauthorized persons to intercede in such procedures, and communicating or supplying information in a manner not authorized or permitted under such procedures. Members and employees may utilize the review, appeal and grievance procedures provided by statute, ordinance, department rules and procedures, Borough ordinance or policy, and collective negotiation agreements.

3:6 ALCOHOLIC BEVERAGES AND DRUGS

3:6.1 Alcoholic Beverages and Drugs

1. No employee of the department will appear for, or be on duty, under the influence of an alcoholic beverage or drugs, or be unfit for duty because of use of drugs or an alcoholic beverage. The reasonable opinion of a supervising officer that the employee is under the influence or has alcohol or drugs in the employee's system shall be sufficient to establish a violation of this provision. In addition, the presence of detectable level of alcohol as tested by breath, blood, urine or other medical test shall constitute a violation of this provision. Superior officers shall not assign to duty any employee in an unfit condition due to the use of intoxicants and shall immediately relieve of duty and service weapon any employee found on duty in such condition. Supervisors shall not allow to remain on duty, any employee whose fitness for duty is questionable due to the use of alcoholic beverages or medication. The superior officer shall submit a written report of the incident to the Chief of Police.
2. Employees of the department, shall not drink any kind of intoxicating beverage while on duty, or take any drugs not duly prescribed and necessary for health at any time, except on special assignment authorized by the Chief of Police. Sworn employees shall not drink any kind of intoxicating beverage while in uniform. An employee, while assigned to duty in civilian clothes, may use intoxicants if absolutely necessary in the performance of duty, provided such use does not render them unfit for proper and efficient performance of duty. Under no circumstances shall legally defined intoxication be considered justifiable. Such use must be documented in writing, detailing the reasons therefore and the amounts consumed.
3. Taking Medication on Duty/Notification about Medication - Uniformed, armed members of the department shall disclose to the Chief of Police that they are taking medication (prescription or non-prescription) that may affect their ability to use a firearm or operate a motor vehicle, or may affect their ability to perform the essential function of their assigned positions without posing a direct threat to their own health and safety, or that of others. Such members shall also disclose the expected duration of their use of said medication. The department reserves the right to take appropriate action in such circumstances, which

may include deeming the member unfit for duty, placing the employee on sick leave status, or other appropriate action. The department reserves the right in appropriate cases to require medical clearance before allowing the member to return to regular duties. The department reserves the right to take appropriate action in case of any employee who is impaired on duty for any reason, including the use of prescription or non-prescription medication.

4. Intoxicating beverages may not be consumed at or in the police station or ancillary facilities.
5. No sworn member of the department shall, at any time when in uniform, or any part thereof, except in the performance of duty, enter any place in which intoxicating liquor is served/sold, unless authorized by a supervisor. This provision does not include establishments with a separate dining area where the serving of alcoholic beverages is not the primary function (e.g. certain diners and restaurants which have a liquor license).
6. Employees shall not bring into or keep any alcoholic beverages or drugs on department premises except when necessary in the performance of a police related task. Alcoholic beverages or drugs brought into department premises in the furtherance of a police related task shall be properly identified and stored according to department written directive.
7. No employee shall report for regularly scheduled duty, with the odor of an alcoholic beverage on their breath.
8. No liquor license shall be held by any regular police officer, or by any profit corporation or association in which any such person is interested, directly or indirectly.
9. The Division of Alcoholic Beverage Control (ABC) prohibits the employment of police officers who are employees of the local force in the municipality where the licensed business is located. Hence, members of the Montvale Police Department may not be employed by a business located in the Borough which is licensed to sell alcoholic beverages in this State. However, ABC laws and regulations do not prohibit members of the Montvale Police Department from being employed by such licensed businesses which are located outside the Borough of Montvale.
 - a. Police officers so employed shall not, while engaged in the selling, serving, possessing or delivering of any alcoholic beverages: (1) have in his possession any firearm, or; (2) wear or display any uniform, badge or insignia which would identify them as a police officer.
 - b. No police officer so employed shall be permitted to work in excess of twenty-four (24) hours per week in any such establishment.

3:6.2 Substance Testing

1. Members will be ordered to submit to drug testing when there is a reasonable suspicion to believe that the member is using drugs illegally, in accordance with the following procedure.
 - a. The Chief of Police or Bergen County Prosecutor must approve any reasonable suspicion test.
 - b. A written report shall be prepared to document the basis for the reasonable suspicion. The report will be reviewed by the Chief of Police or Bergen County Prosecutor before the reasonable suspicion test may be ordered.
 - c. The drug test must be administered in accordance with the procedures contained

in the Attorney General's Law Enforcement Drug Testing Policy then in effect.

- d. Officers who refuse to submit to a drug test based on reasonable suspicion after being lawfully ordered to do so are subject to the same penalties as those officers who test positive for the illegal use of drugs. Officers who resign or retire after receiving a lawful order to submit a urine specimen for drug testing and who do not provide the specimen shall be deemed to have refused to submit to the drug test.
 - e. A negative test result is a condition of employment as a sworn officer. A positive result will result in: a) the officer's termination from employment; b) inclusion of the officer's name in the central drug registry maintained by the Division of State Police; and, c) the officer being permanently barred from future law enforcement in New Jersey.
2. Random drug screening may be ordered by the Chief of Police from time to time. If the Chief of Police orders random drug screening it shall be in accordance with the Office of the New Jersey Attorney General's Guidelines on Drug Testing and any policy mandated by the Bergen County Prosecutor. Employees who refuse to submit to a test when randomly selected are subject to the same penalties as those employees who test positive.

3:7 DUTY CONDUCT

3:7.1 Reporting for Duty

Employees shall report for duty at the time and place specified, properly uniformed and equipped.

3:7.2 Absence from Duty

Every member who fails to appear for duty at the date, time and place specified without the consent of competent authority, is "absent without leave". All AWOL must be reported in writing to the Chief of Police immediately. Any member who is absent without leave for a continuous period of 5 days shall forfeit their position in the department, pursuant to N.J.S.A. 40A:14-122.

3:7.3 Harassment in the Workplace

All employees of the department shall adhere to the written directives established by the Chief of Police and of the Borough of Montvale regarding Harassment in the Workplace.

3:7.4 Civil Rights

All employees shall observe and respect the civil rights of all persons.

3:7.5 Work Expectation

Employees are expected to perform their duties to the best of their abilities at all times.

3:7.6 Retaliation

No employee shall take any official action or initiate or engage in any legal conduct with the intention to retaliate against any person for criticizing or complaining about any employee.

3:7.7 Personal Relationships

If a supervisor and subordinate enter into a dating relationship, marital relationship or civil union during the course of employment, and the department reasonably believes the relationship may create a conflict of interest, one of the employees shall be transferred to another assignment. A supervisor or subordinate involved in a personal relationship as described within shall report the relationship to the supervisor's commander. Failure to report such a relationship may subject the involved employees to discipline.

3:7.8 Smoking On Duty

P.L. 2005, C.383 "NJ Smoke-Free Air Act" approved January 15, 2006. It provides for an employer's obligation to establish written directives protecting the health, welfare and comfort of employees from those employees who smoke. That written directive must establish designated non-smoking areas. It is the policy of this department not to allow smoking in any office or vehicle assigned to the Montvale Police Department. Employees desiring to smoke may do so outside or in an area designated for smoking. It is the rule of this department not to allow smoking in any designated crime scene area.

3:7.9 Distracters

The use of any item or object that distracts an employee from the performance of duty other than equipment authorized by the department is prohibited while on duty.

3:7.10 Relief

Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.

3:7.11 Meals

All meals are to be consumed within authorized areas, subject to modification by the supervisor.

3:7.12 Training

Employees shall attend training at the direction of the appropriate supervisor. Such attendance is considered a duty assignment, unless the prevailing collective negotiation agreement provides otherwise.

3:7.13 Inspections

Employees directed to attend full dress inspections shall report in the uniform prescribed, carrying the equipment specified. Unauthorized absence from such inspection shall be considered absence without leave.

3:7.14 Prohibited Activity On-Duty

Employees who are on-duty are prohibited from engaging in activities which are not directly related to the performance of their duty with exceptions as noted:

1. Meeting with other officers (except in performance of their police duties) without permission of supervisor, sleeping, loafing, idling;
2. Reading material other than department required materials (except at meals);

3. Conducting private business while on duty;
4. Unlawful gambling, unless to further a police purpose such as conducting an investigation of suspected criminal activity as authorized through the chain of command;
5. Smoking in public view;
6. Sexual conduct;
7. Soliciting or otherwise enhancing secondary employment interests while on duty or as a result of an official duty;
8. Conducting secondary employment activities while on duty;
9. Taking any photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job related incident or occurrence with any personal analog or digital device, camera or cellular telephone, except as may be necessary for the furtherance of official duties, and only in accordance with established department procedures pertaining to preservation of evidence and chain of custody;
10. Releasing any photographs, pictures, digital images of any crime scenes, traffic crashes, people, or job related incident or occurrence taken with a personal or department analog or digital device, camera or cellular phone to any person, entity, business, or media/Internet outlet without the express written permission of the Chief of Police;
11. Audio recording which is not connected with an official investigation or duties is prohibited;
12. Employees are forbidden to videotape or record conversations with other employees. This prohibition does not apply to videotaped interviews of witnesses or suspects where two or more employees may be present, the routine recording of telephone calls over or through the department telephone system via any recording system approved by the Chief of Police, or to the use of mobile video recorders installed in police vehicles as authorized by the Chief of Police. The exception to this is for an Internal Affairs investigation as authorized by the Chief of Police or representatives of the involved prosecutorial authorities.
13. Any other activity deemed inappropriate by the Chief of Police.

3:7.15 All Other Conduct

Misconduct by a police officer need not be predicated on the violation of any particular department rule or regulation. Police officers are called upon to exercise tact, restraint and good judgment in their relationship with the public and must present an image of personal integrity and dependability in order to have the respect of the public. The department will take appropriate disciplinary action against any officer whose actions violate this standard of good behavior.

3:8 UNIFORMS, APPEARANCE, AND IDENTIFICATION

3:8.1 Regulation Uniform Required

All members of the department shall maintain in good order a regulation uniform. Members shall be neat appearing, and well groomed while in uniform. All articles of uniform shall conform to the department uniform regulations. Members shall not wear the uniform or any part thereof off duty, except while traveling to and from duty, without the permission of the shift supervisor.

3:8.2 Manner of Wearing the Uniform

Uniforms shall be kept neat, clean and well pressed at all times. While wearing the uniform, members shall maintain a military bearing, avoiding mannerisms such as slouching, shuffling and hands in the pockets. The uniform hat shall be worn whenever engaged in an official police matter, except when impractical.

3:8.3 Manner of Wearing Civilian Attire

Employees shall wear proper civilian attire to meet the task objective such as court, and training assignments. The employees will wear traditional business attire as prescribed by the Chief of Police or his/her designee. It will be acceptable to wear less formal attire appropriate to certain types of training classes wear formal attire is impractical (i.e. firearms training).

3:8.4 Personal Appearance

Every employee of the department, while on duty, must at all times be neat and clean in person, their clothes cleaned and pressed, and their uniform in conformity with the rules and regulation of this department.

1. Male Employees

Hair shall be neatly trimmed and groomed. Hair shall be cut to present a tapered appearance on the side and back and when combed, shall not fall over the ears or eyebrows, or extend over the shirt or coat collar when standing with the head in a normal position.

Sideburns shall not extend below the bottom of the ear. The maximum width at the bottom of the sideburns shall not exceed one and one-quarter inch. A clean-shaven appearance is required at all times except that mustaches are permitted. Mustaches shall be neatly trimmed and shall not exceed more than one quarter of an inch below the corner of the mouth. Mustache ends will not be waxed or twisted. Beards shall not be permitted.

Hair growing from the chest, neck, ears or nose shall be neatly trimmed. Chest hair shall not extend over the collar, tie or exposed t-shirt. Facial hair below the top lip, on the chin or below the sideburns on the jaw, is not permitted. There shall be no designs cut into the head hair. Designs such as numbers, insignias, or other inscriptions are strictly forbidden. Hair coloring, if used, must appear natural.

2. Female Employees

Hair shall not be worn longer than the bottom of the shirt or coat collar at the back of the neck when standing with the head in a normal position. Hair may be worn slightly over the ears, but in no case shall the bulk or length of hair interfere with the wearing of the authorized uniform head-gear. Braids, pigtailed, etc., shall not be permitted on duty. A ponytail not to be worn longer than the bottom of the shirt or coat collar, a bun or twist will be permitted on the back of the head, provided it is worn in a conservative, neat manner and does not interfere with the wearing of department headgear. No ribbons or ornaments shall be worn in the hair except for neat inconspicuous bobby pins or conservative barrettes, which blend with the hair color. Hair coloring, if used, must appear natural. Civilian female employees may be permitted deviation of hair length by the Chief of Police.

Cosmetics, if worn, shall be subdued and blended to match the natural skin tones of the individual. False eyelashes are not permitted. Fingernails shall be clipped and trimmed and shall not exceed more than one eighth of an inch from the tip of the finger. Only clear or conservative nail polish shall be worn on the fingernails.

3. **Jewelry and Apparel (All)**

Earrings shall not be worn while on duty, even when covered or concealed. Engagement rings, wedding rings and class rings are permitted. Pinkie rings and other rings are not permitted while on duty. Any chains or crosses worn around the neck shall not be visible to the public when in uniform. They may be worn underneath the uniform.

No bracelets shall be worn while on duty beside one wristwatch and any bracelet medically required. No visible body piercing jewelry shall be worn while on duty. This shall include but not limit to nose, eyebrow and tongue piercing. All jewelry shall be worn at the officer's risk if lost and/or damaged, except as any replacement clause may exist under applicable collective negotiations agreements.

4. **Tattoos or Similar Markings (All)**

Definitions:

- a. Tattoo - the act or practice of marking the skin with designs, forms, figures, art, etc.
- b. Scarification - the act of intentional cutting of the skin for the purpose of creating a design, form, figure or art.
- c. Branding- the act of intentional burning of the skin for the purpose of creating a design, form, figure or art.

The following tattoos, scarifications and brands are prohibited:

- a. Any tattoo, scarification or brand located on the head, face or neck.
- b. Depictions of nudity or violence; sexually explicit or vulgar art works, phrases or profane language; symbols likely to offend other members, employees, or members of the public, i.e., swastikas, pentagrams or similar symbols; initials, acronyms or numbers that represent criminal or historically oppressive organizations, i.e., AB, KKK, SS, MM, BGF, HA, 666 or any street gang names, numbers and/or symbols; or, any language or depiction that may impair or disrupt the operations of the department, or is inconsistent with the mission of the department.

3:8.5 Identification as Police Officer

Except when impractical or where the identity is obvious, police officers shall identify themselves by displaying the official badge or identification card before taking police action.

3:9 DEPARTMENT EQUIPMENT AND PROPERTY

3:9.1 Equipment On-Duty

Employees shall carry all equipment on-duty as prescribed by department written directive based on their assignment.

3:9.2 Equipment Off-Duty

Employees shall carry equipment off-duty as prescribed by department written directive.

3:9.3 Firearms

Employees shall follow department written directive on the care and handling of firearms.

3:9.4 Department Property and Equipment

Employees are responsible for the proper care of department property and equipment assigned to them.

3:9.5 Use of Department Property and Equipment

Employees shall not use any department property or equipment for personal business or pleasure.

3:9.6 Damaged or Inoperative Property or Equipment

Employees shall immediately report to their supervisors any loss of or damage to department property assigned to or used by them. The supervisor shall also be notified of any defects or hazardous conditions existing in any department equipment or property.

3:9.7 Care of Department Buildings

Employees shall not mark or deface any surface in any department building. No material shall be affixed to any wall in department buildings without specific authorization from the appropriate supervisor.

3:9.8 Notices

Employees shall not mark, alter, or deface any posted notice of the department. No notices or announcements shall be posted on bulletin boards without permission of the appropriate supervisor, except those areas designated for use by the collective bargaining unit.

3:9.9 Use of Department Vehicles

Employees shall not use any department vehicle without the permission of a supervisor. Department vehicles shall never be used for personal business or pleasure unless authorized by the Chief of Police or his/her designee.

3:9.10 Operation of Department Vehicles

When operating department vehicles, employees shall not violate traffic laws, except in cases of emergency and then only in conformity with state law and department written directive regarding same.

3:9.11 Transporting Citizens

No citizen shall be transported in department vehicles except when in conformance with department written directive.

3:9.12 Reporting Accidents

All accidents involving department personnel, property, equipment, and vehicles must be reported in accordance with department written directive.

3:9.13 Inspection

Department property and equipment is subject to entry and inspection without notice. This includes, but is not limited to any vehicle, desk, filing cabinet, and/or locker the use of which is provided to the employee by the department.

3:9.14 Liability

If department property is damaged or lost as result of misuse or negligence by an employee, that employee will be held liable to reimburse the department for the damage or loss and is subject to disciplinary action.

3:9.15 Surrender of Department Property

1. Upon Separation from the Department - Employees are required to surrender all department property in their possession upon separation from the service. For failure to return a non-expendable item, the employee will be required to reimburse the department for the fair market value of the article.
2. Under Suspension - Any employee under suspension shall immediately surrender their badge, identification, firearm (if applicable), and all other department property to the appropriate supervisor pending disposition of the case.

3:10 COMMUNICATIONS, CORRESPONDENCE

3:10.1 Restrictions

1. Employees shall not use department letterheads for private correspondence.
2. Employees shall only send official correspondence out of the department under the direction of the Chief of Police or his/her designee.

3:10.2 Forwarding Communications

Any employee who receives a written communication for transmission to another employee shall forward same without delay.

3:10.3 Use of Department Address

Employees shall not use the department as a mailing address for private purposes. The department address shall not be used for any private vehicle registration or driver's license.

3:10.4 Telephones

Department telephone equipment may not be used for personal use involving toll charges without the express approval of a supervisor.

3:10.5 Radio Discipline

Employees operating the police radios shall strictly observe the procedures and restriction for such operations as set forth in department written directive and by the Federal Communications Commission.

3:11 CONDUCT TOWARD PUBLIC

3:11.1 Publicity

Employees may identify themselves as employees of the Montvale Police Department. However, members and employees shall not use or refer to their affiliation with the Montvale Police Department for purposes of furthering or gaining advantage in personal pursuits.

3:11.2 Personal Preferment

No employee may seek the improper influence or intervention of any person outside of the department for purposes of personal preferment, advantage, transfer or advancement. Members and employees may utilize the review, appeal and grievance procedures provided by statute, ordinance, department rules and procedures, Borough policy, and collective negotiations agreements. Nothing in this section shall prohibit employees from lawful consultation with attorneys and union representatives.

3:11.3 Commercial Testimonials

Employees shall not permit their names or photographs to be used to endorse any product or service which is in any way connected with law enforcement without the permission of the Chief of Police. They shall not, without the permission of the Chief of Police, allow their names or photographs to be used in any commercial testimonial which alludes to their position or employment with this department.

3:11.4 Public Appearance Requests

All requests for public speeches, demonstrations, etc., will be routed to the Chief of Police for approval and processing. Employees directly approached for this purpose shall suggest that the party submit his request to the Chief of Police.

3:11.5 Courtesy

Employees shall be courteous and orderly in their dealing with the public. They shall perform their duties quietly, avoiding harsh, violent, profane or insolent language, and always remain calm regardless of provocation to do otherwise. Upon request, they are required to supply their names and badge numbers in a courteous manner. They shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the department.

3:11.6 Impartial Attitude

All employees must remain completely impartial toward all persons coming to the attention of the department. Violations of the law are against the people of the state and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A 10:5-1 et seq.) is conduct unbecoming a public employee. Similarly, unwarranted interference in the private business of others when not in the interests of justice is conduct unbecoming a public employee.

3:11.7 Disparaging Nationality, Race or Creed

Courtesy and civility toward the public is required of all employees of the department. Employees shall not use words which humiliate, disparage, demean, degrade, ridicule, or insult a person

because of their race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability, atypical hereditary cellular or blood trait, genetic information, nationality, pregnancy or other protected class (N.J.S.A 10:5-1 et seq.).

3:11.8 Public Statements

Employees of the department shall not make public statements concerning the work, plans, policies, or affairs of the department which may impair or disrupt the operation of the department or which are obscene, unlawful, or defamatory.

3:11.9 Subversive Organizations

No employee shall knowingly become a member of or connected with a subversive organization, except when necessary in the performance of duty, and then only under the direction of the Chief of Police.

3:11.10 Affiliation with Certain Organizations Prohibited

Police officers shall not join or affiliate with any organization, or enter into any business relationships that would interfere with the officer's ability to fulfill his or her obligations to the department, that may impair or disrupt the operations of the department, or that is inconsistent with the mission of the department. This section shall not apply to active or reserve service in the armed forces of the United States or the State of New Jersey.

3:11.11 Affiliation with Radical Groups

No employee, except in the discharge of police duties, shall knowingly associate with or have any dealings with any person or organization which advocates or which is instrumental in fostering hatred, prejudice, or oppression against any racial or religious group, or political entity.

3:12 POLITICAL ACTIVITIES

3:12.1 Political Activities Prohibited

Employees should not be permitted to engage in political activity while on duty, and should not be permitted to use their official positions to influence another person's partisan or non-partisan political activity.

3:12.2 Election to Public Office

Employees shall not be candidates for or hold in office in elective public positions or political organizations within or inclusive of the jurisdiction in which they are employed unless authorized to do so by the Bergen County Prosecutor.

3:12.3 Soliciting Prohibited

Employees of the department shall not solicit contributions for political purposes, nor shall they interfere with or use the influence of their office for political reasons.

3:12.4 Contributions

Employees may contribute funds or any other thing of value to candidates for public office subject to the provision of law governing such contributions.

3:12.5 Polling Duties

Employees shall not engage in any polling duties except in the performance of their official duties.

3:12.6 Displaying of Political Material

Employees shall not display any political material on any government property or on their person while on duty or in uniform.

3:13 JUDICIAL APPEARANCE AND TESTIMONY

3:13.1 Court Appearances

Employees must attend court or quasi-judicial hearings as required by a subpoena. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official. When appearing in court, either the official uniform or a suit or jacket and tie (female members shall wear appropriate business attire) shall be worn. Weapons will not be displayed unless wearing the uniform. Members shall present a neat and clean appearance, avoiding any mannerism which might imply disrespect to the court.

3:13.2 Testifying for the Defendant

Any employee subpoenaed to testify for the defense in any trial or hearing, or against the Borough of Montvale in any hearing or trial shall notify their supervisor upon receipt of the subpoena. He shall also notify the appropriate prosecutorial authority handling the case.

3:13.3 Duty of Employees to Appear and Testify

It shall be the duty of every employee to appear and testify upon matters directly related to the conduct of his office, position or employment before any court, grand jury, or the State Commission of Investigation.

3:13.4 Department Investigations – Testifying

Employees shall be required to respond to questioning, provide reports, and render materials during department investigations in accordance with the provisions of the New Jersey Attorney General's Internal Affairs Policy & Procedures currently in effect.

3:13.5 Truthfulness

Employees are required to be truthful at all times whether under oath or not.

3:13.6 Civil Action Interviews

Civil action interviews involving members or employees which arise out of department employment shall be conducted according to department directives.

3:13.7 Civil Action, Court Appearances – Subpoenas

An employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Employees will accept all subpoenas legally served. If the subpoena arises out of department employment or if the employee is informed that he is a party to a civil action arising out of department employment, he shall immediately notify the Chief of Police, who in turn shall notify the proper authorities. He shall also notify the Chief of Police of testimony he is to give.

Employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with department directives.

3:13.8 Civil Depositions and Affidavits

Employees shall confer with their supervisor before giving a deposition or affidavit on a civil case. If the supervisor determines that the case is of importance to the Borough of Montvale, he shall inform the Chief of Police before the deposition or affidavit is given.

3:13.9 Civil Action, Expert Witness

Employees shall not volunteer or agree to testify as expert witnesses in civil actions without the prior written approval of the Bergen County Prosecutor and the Chief of Police.

3:13.10 Civil Process

Members shall not serve civil process or assist in civil cases unless the specific consent of the Chief of Police is obtained. They shall avoid entering into civil disputes, particularly while performing their police duties, but shall prevent or abate a breach of the peace or crime in such cases.

3:13.11 Internal Affairs Investigations

The Police Department hereby adopts and incorporates the "Internal Affairs Policy & Procedures" of the Police Management Manual promulgated by the Police Bureau of the Division of Criminal Justice in the Department of Law and Public Safety to govern the conduct of internal affairs investigations.

CHAPTER 4

DISCIPLINARY REGULATIONS

4:1 DISCIPLINARY ACTION

4:1.1 Disciplinary Action

Department employees regardless of rank or assignment, shall be subject to disciplinary action, according to the nature or aggravation of the offense, for violating their oath and trust by committing an offense, incapacity, misconduct or disobedience of established department Rules and Regulations punishable under the laws or statutes of the United States, the State of New Jersey, municipal ordinances, or failure, either willfully or through negligence or incompetence to perform the duties of their rank or assignment; or for violation of any written directive or rule or regulations of the department; or for failure to obey any lawful instruction, order, or command of a superior or supervisor. Disciplinary action in all cases will be decided on the merits of each case.

The disciplinary system established herein shall reflect the overarching emphasis for improving the quality of service being delivered by employees of this department. Discipline should not engender a strictly negative connotation. The disciplinary process is meant to correct employee actions and conduct that tend to impede the efficient and effective operation of the department. The proper use of discipline can achieve this objective without realizing a reduction in morale. Training and counseling shall be a function of the department's overall disciplinary system. In lieu of discipline, training and counseling may be corrective actions used to modify an employee's performance.

4:1.2 Establishing Elements of Violation

Existence of facts establishing a violation of the law, ordinance, or rule is all that is necessary to support any allegation of such as a basis for disciplinary action. Nothing in these rules and regulations prohibits disciplining or charging employees merely because the alleged act or omission does not appear herein, in the department, or in laws and ordinances within the cognizance of the department.

4:2 DEPARTMENT AUTHORITY TO DISCIPLINE

All disciplinary procedures shall be in accordance with the laws of the State of New Jersey, applicable case law, Borough employee manual, administrative regulations and the municipal ordinances of the Borough of Montvale. Emergency suspensions of employees of the police department must be taken or approved by the Chief of Police. Except as otherwise provided by applicable law, the department disciplinary authority and responsibility rests with the Chief of Police.

4:2.1 Corrective Actions/Disciplinary Dispositions

A system of progressive discipline shall be used, wherever appropriate and practicable. Discipline shall follow the basic concepts of due process as established by State law. The following actions may be taken regarding any conduct felt to be in violation of any policy, procedure, rule and regulation of the police department:

1. In certain situations, formal discipline is not required in order to correct employee performance in various areas. All training and counseling resulting from a performance issue shall be documented and forwarded through the appropriate chain of command to the

Chief of Police or designee. Performance based issues may be corrected by using the following actions:

Training - Certain minor offenses may be handled through targeted training. Supervisors have an affirmative obligation to observe the conduct and appearance of employees and detect those instances wherein corrective action (training) may be necessary.

- Verbal Instruction - The supervisor may, depending on the circumstances, provide individual on the spot training where such is indicated.
- Peer Training - The supervisor may assign the employee to another employee with experience in the area where training is indicated.
- In-Service Training - The supervisor may refer the employee to an in-service training program.

Counseling - Certain first offenses are sufficiently minor in nature and may be handled by supervisors by documenting the counseling session on a performance notice. There are no appeal rights for counseling notices except as may exist under applicable collective negotiations agreements. The final disposition notice regarding the Counseling shall be filed in the employee's personnel file. Performance notices of Counseling will be maintained in the officer's personnel file in a sub-folder as reference for "pre-discipline", and will be used to substantiate a higher level of discipline in the event of repeated similar violations and/or other minor violations. Performance notices solely documenting "pre-discipline" will not be considered discipline for purposes of promotional procedures.

2. Repeat performance based issues or minor misconduct issues may be corrected through formal discipline by using the following actions:

Verbal Reprimand - In some cases, a minor infraction may warrant more than counseling, but less than a written reprimand. In those instances, a report of the offense shall be documented by a Performance Notice and issued to the employee as a verbal reprimand. There are no appeal rights for verbal reprimands except as may exist under applicable collective negotiations agreements. The final disposition notice regarding the discipline shall be filed in the employee's personnel file.

Written Reprimand - In some cases, the misconduct may warrant more stringent measures. In these instances, a report of the offense shall be documented and issued to the officer as a written reprimand. There are no appeal rights for written reprimands except as may exist under applicable collective negotiations agreements. The final disposition notice regarding the discipline shall be filed in the employee's personnel file.

3. Serious violations and those committed as one in a series of repeated violations require swift and certain punitive measures in order to maintain proper discipline within the department. The final disposition notice regarding the discipline shall be filed in the employee's personnel file pursuant to department policy. The following disciplinary actions may be taken in accordance with the laws of the State of New Jersey:

- Voluntary surrender of time off in lieu of other action;
- Suspension or Fine;
- Demotion in rank;
- Dismissal.

4. All punitive actions applied as a result of discipline shall be documented and forwarded through the appropriate chain of command to the Chief of Police or designee. The disciplinary document shall be filed in the employee's personnel file.

4:2.2 Appeals Procedure

1. The appeal of discipline imposed against a member or employee may be taken consistent with laws of the State of New Jersey and/or the grievance procedures of the current collective negotiation agreements and employee manuals.
 - a. Appeal to Superior Court
 - 1) Any member or employee of the department who has been tried and convicted upon any disciplinary charge or charges involving formal discipline (above the level of a reprimand) may obtain review in Superior Court or, where permitted by law, a removal may be appealed to an arbitrator appointed by the Public Employment Relations Commission.
 - 2) Such review shall be obtained by serving a written notice of an application therefore upon the officer or board whose action is to be reviewed within 10 days after written notice to the member of the conviction. The officer or board shall transmit to the court a copy of the record of such conviction, and of the charge or charges for which the member was tried.
 - 3) The court shall hear the cause de novo on the record below and may either affirm, reverse or modify such conviction. If the member shall have been removed from his position, the court may direct that he be restored to such position and all his rights pertaining thereto, and may make such other order judgment as said court shall deem proper.
 - 4) Either the Borough of Montvale or the member may supplement the record with additional testimony subject to the rules of evidence.
 - 5) Suspension or fines of five days or less may be appealed under a grievance procedure contained in a collective negotiations agreement if the collective negotiation agreement so provides, except where the employee has been suspended or fined for an aggregate of fifteen or more days in a calendar year, or more than three times in a calendar year.



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 43-2013**

RE: Tax Court Settlement / Block 2411, Lot 27 / 26 Fairview Ave / Irene Beattie

WHEREAS, the Mayor and Council of the Borough of Montvale have been advised of the proposed settlement of a property Tax Appeal filed by Irene Beattie (hereinafter the "Tax Appeal"), under Docket Number _____-2012 (not yet assigned), and;

WHEREAS, the aforesaid tax appeal concerns a residential property located at 26 Fairview Avenue, and is otherwise referred to as Block 2411 Lot 27 on the tax assessment map of the Borough (hereinafter the "subject property"), and;

WHEREAS, the said Governing Body has been advised as to the merits of the subject Tax Appeal by legal counsel and the Borough Tax Assessor, and;

WHEREAS, the proposed Tax Appeal settlement would reduce the assessment of the subject property from \$565,000 to \$463,800 for the 2012 tax year, and;

WHEREAS, it is in the best interest of the Borough of Montvale to settle the subject Tax Appeal in accordance with the settlement proposal set forth hereinabove.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale that the settlement of the aforesaid Tax Appeal be approved, per the terms set forth herein, and;

BE IT FURTHER RESOLVED, that with respect to same, the Mayor, Borough Administrator, Borough Attorney and/or any other appropriate Borough official is hereby authorized to perform any act necessary to effectuate the purposes set forth in this Resolution.

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

Adopted:
ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

Fran Scordo

From: William Betesh <williambetesh@boggialaw.com>
Sent: Wednesday, January 23, 2013 1:57 PM
To: Maureen Iarossi
Cc: Fran Scordo (fscordo@montvale.org); Philip Boggia
Subject: Tax Appeal Settlement Resolution
Attachments: Settlement Resolution 1-23-13.doc

Dear Maureen,

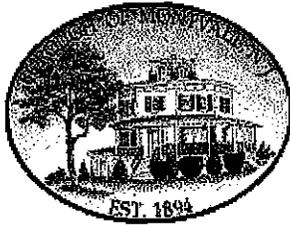
Attached in '.doc' format is a resolution authorizing the settlement of a tax appeal filed by Irene Beattie for the 2012 tax year. This appeal involves a residential property located at 26 Fairview Avenue, and is presently assessed at \$565,000. Per the terms of the proposed settlement, the Borough would reduce that value to \$463,800.

It should be noted that the Borough is undergoing a municipal-wide reassessment for the 2013 tax year. Pursuant to that reassessment, the subject property was to have its assessment reduced to \$463,800. Thus, this settlement would have the reassessment value applied to the property one year sooner. Since the Borough has already determined that the property is only worth \$463,800 less than a year after the appeal was filed, I believe that it would be difficult to demonstrate a higher value to the Court if this matter were litigated. I have also discussed this settlement with Michael Leposky, who joins me in recommending that it be approved for the reasons stated above.

Therefore, I recommend that this settlement be approved, since it will save the Borough the cost of trial and an appraisal report, and because the Court would likely arrive at a value near or equal to the settlement value if the case were brought to trial. If approved, this settlement would result in a taxpayer refund of approximately \$1,746.71.

Kindly include this resolution on the next available agenda of items to be reviewed and acted upon by the Governing Body. Thanks.

~Bill Betesh



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 44 -2013**

RE: Resolution Authorizing Adoption Of Complete Streets Policy

WHEREAS, the Borough of Montvale recognizes the need to accommodate all modes of travel on Borough streets, including pedestrians, bicyclists, motorists and public transit users; and

WHEREAS, the Borough of Montvale seeks to meet the transportation needs of all its citizens by providing road networks that are safer, healthier, more livable and welcoming to everyone, regardless of age and ability; and

WHEREAS, the Borough of Montvale defines Complete Streets as roadways designed and operated to enable safe, attractive, and comfortable access and travel for all users, including pedestrians, bicyclists, motorists and public transport users of all ages and abilities; and

WHEREAS, Complete Streets are typically designed to include wider sidewalks, pedestrian intersection treatments, bicycle facilities, enhanced landscaping, and transit accommodations so that users are able to safely and comfortably move along and across a complete street.

NOW, THEREFORE, BE IT RESOLVED, by the Borough of Montvale that the Borough Council hereby establishes a Complete Streets Policy, which directs Township staff to accommodate all modes of travel, including pedestrians, cyclists and transit riders, to the highest degree possible when redesigning the public right-of-way or during the review of a land use application that affects the public right-of-way.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 45 -2013**

RE: Authorize person to person transfer liquor license from the Waterfall Inc. – The Porterhouse to Monaghan Restaurant, LLC trading name “Brady’s At The Border”

WHEREAS, an application has been filed for a Person-to Person Transfer of Plenary Retail Consumption License Number 0236-33-005-008, heretofore issued to The Waterfall Inc., 125 North Kinderkamack Road, Montvale, New Jersey 07645;

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term 2012-2013;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

WHEREAS, the applicant has disclosed to the Montvale Police Department which reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW, THEREFORE BE IT RESOLVED that the Mayor & Council of the Borough of Montvale does hereby approve, effective January 29, 2013, the transfer of the aforesaid Plenary Retail Consumption License to Monaghan Restaurant, LLC, and does hereby direct the Municipal Clerk to endorse the license certificate to the new ownership as follows: “This license, subject to all its terms and conditions, and is hereby transferred to Monahan Restaurant, LLC, trading as Brady At the Border effective January 29, 2013.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor

STATE OF NEW JERSEY
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
PO BOX 087, TRENTON, NJ 08625

RETAIL RENEWAL APPLICATION FOR 2012-2013 LICENSE TERM

SALES TAX AUTHORITY NUMBER: 223491242000 LICENSE NUMBER: 0236-33-005-008

ISSUING AUTHORITY: BOROUGH OF MONTVALE
LICENSE TYPE: PLENARY RETAIL CONSUMPTION LICENSE
LICENSE STATUS: BUSINESS CORPORATION
LICENSE NAME: THE WATERFALL INC
TRADE NAME(S): THE PORTER HOUSE

LICENSED PREMISES ADDRESS: 125 NORTH KINDERKAMACK ROAD
MONTVALE NJ 07645

MAILING ADDRESS: NONE ON FILE

IS LICENSE BEING ACTIVELY USED AT AN ACTUAL PREMISE? () YES () NO
IF NO, ON WHAT DATE WAS THE LICENSE LAST USED? ___/___/___

STATE OF New Jersey)

COUNTY OF Bergen) SS:

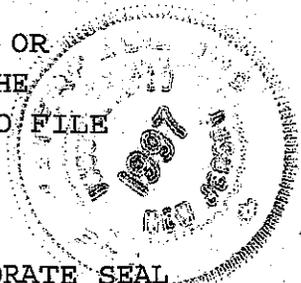
(INDIVIDUAL LICENSEE OR PARTNER OR PRESIDENT OR VICE PRESIDENT OF CORP.)
BEING DULY SWORN ACCORDING TO LAW, UPON HIS/HER OATH DEPOSES AND SAYS:

(1) INFORMATION CONTAINED ON THIS LICENSE RENEWAL PRINTOUT, AND AS
CONTAINED IN THE MOST COMPLETE FULL APPLICATION ON FILE AS UPDATED OR
AMENDED BY THE ATTACHMENTS HERETO, IS TRUE AND COMPLETE. (2) IF THE
LICENSEE IS A CORPORATION OR A PARTNERSHIP, I AM DULY AUTHORIZED TO FILE

[Handwritten Signature]

(SIGNATURE OF INDIVIDUAL LICENSEE OR GENERAL PARTNER,
OR PRESIDENT OR VICE PRESIDENT OF CORPORATION)

AFFIX CORPORATE SEAL



SWORN TO AND SUBSCRIBED BEFORE ME THIS 4 DAY OF June, 2012.

[Handwritten Signature]

(SIGNATURE OF NOTARY OR ATTORNEY TAKING OATH)

Janet Russo
Notary Public New Jersey
I.D. #2382244
Commission Exp. 02/09/2014



(PRINTED NAME AND TITLE OF NOTARY OR ATTORNEY)
(NOTARY SEAL IF APPLICABLE)

***** RESERVED AREA *****

MUNICIPAL FEE \$ 2,500.00 STATE FEE \$ 200.00 DATE FILED 6/8/12

DATE RENEWAL GRANTED 6/26/12 OR DENIED 1/1

ARE SPECIAL CONDITIONS IMPOSED FOR THE 2012-2013 TERM? () YES () NO

MUNICIPAL CLERK OR A.B.C. BOARD SECRETARY:

SIGNATURE Maureen Aronson-Livan DATE 6/26/12

NAME OF ISSUING AUTHORITY Borough of Montvale

MUNICIPAL COPY



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PO BOX 245
TRENTON, NJ 08695-0245

ALCOHOLIC BEVERAGE RETAIL LICENSEE
CLEARANCE CERTIFICATE
(RENEWAL)

6/4/2012

LIQUOR LICENSE NUMBER: 0236-33-005-008

SALES TAX REGISTRATION NUMBER: XXX-XX-1242/000

THE WATERFALL INC

The Director of the Division of Taxation, in accordance with chapter 161 Laws of N.J. 1995, has reviewed the records of the above holder of a retail alcoholic beverage license. This review shows that the licensee is in compliance with this act.

This certificate indicates the above license holder is in compliance with the above act and the Division of Taxation has no objections to renewal of said license. This certificate does not constitute a waiver of authority to demand resolution of any other deficiencies and delinquencies and shall not prevent further audit or the assessment of additional taxes, penalties, interest or fees as may be provided by law.

NOT TO BE USED FOR TRANSFERS

A handwritten signature in black ink, appearing to read "Michael J. Bryan".

Michael J. Bryan
Acting Director, Division of Taxation



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 46 -2013**

RE: A RESOLUTION AUTHORIZING ACTION ON THE POL/EPL PREMIUM OPTIONS OFFERED THROUGH XL INSURANCE COMPANY AND THE JOINT INSURANCE FUND (JIF)

WHEREAS, the Borough of Montvale (hereinafter, the Borough) is a member of the Bergen County Municipal Joint Insurance Fund (hereinafter, the JIF) for all Property and Casualty coverages (including but not limited to Property, General Liability, Inland Marine and Workers Compensation) and more specifically, Public Officials Liability and Employment Practices Liability (hereinafter, POL/EPL) coverage; and

WHEREAS, the POL/EPL coverage is provided by XL Insurance Company, through a separate insurance contract held by the JIF on behalf of its member municipalities; and

WHEREAS, the 2013 renewal program offered by XL Insurance Company allows for various options to change both deductibles and co-insurance, at an additional premium; and

WHEREAS, the Municipal Risk Management Consultant (hereinafter, the RMC) has performed due diligence in reviewing the options and provided a recommendation for consideration during a recent public meeting of the Governing Body; and

WHEREAS, the Governing Body, after reviewing and discussing the options presented and recognizing the timeframe for action does hereby agree to take action.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, the Borough Administrator and RMC are hereby authorized and directed to effectuate the following option:

\$20,000 Deductible with a 20% Co-Insurance of the 1st \$100,000. of claim

As stated in the Memorandum issued by the JIF Underwriting Manager and made a part of this Resolution, for a **January 1, 2013** effective date; and

BE IT FURTHER RESOLVED, the Borough Administrator is hereby authorized to execute the applicable document(s) to effectuate this coverage option; and

BE IT FURTHER RESOLVED, a certified copy of this Resolution shall be forwarded to Professional Insurance Associates, 429 Hackensack Street, P.O. Box 818 Carlstadt, NJ 07072, Risk Management Consultant to the Borough.

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

Adopted: January 29, 2013

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Roger J. Fyfe
Mayor

**MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND
POL/EPL PREMIUM OPTIONS FOR FY2013**

Member Name: **MONTVALE**
Member JIF: **BER**

Current Deductible: **20,000**
Current Co-insurance: **20% of the first \$250,000 of Claim**
Current Premium: **\$ 21,739.72**

FT Employees: **42**
Minimum Primary Deductible: **2,500**

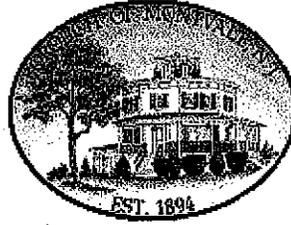
PREMIUM OPTIONS :

Deductible	Co-insurance	Debit / (Credit)	Additional Premium for this Option	Selected Option (Mark "X")
\$2,500	\$0	40%	\$ 8,695.89	
\$2,500	\$100,000	26%	\$ 5,652.33	
\$2,500	\$250,000	19%	\$ 4,130.55	
\$5,000	\$0	36%	\$ 7,826.30	
\$5,000	\$100,000	23%	\$ 5,000.14	
\$5,000	\$250,000	15%	\$ 3,260.96	
\$7,500	\$0	34%	\$ 7,391.50	
\$7,500	\$100,000	20%	\$ 4,347.94	
\$7,500	\$250,000	13%	\$ 2,826.16	
\$10,000	\$0	29%	\$ 6,304.52	
\$10,000	\$100,000	16%	\$ 3,478.36	
\$10,000	\$250,000	10%	\$ 2,173.97	
\$15,000	\$0	24%	\$ 5,217.53	
\$15,000	\$100,000	13%	\$ 2,826.16	
\$15,000	\$250,000	5%	\$ 1,086.99	
\$20,000	\$0	19%	\$ 4,130.55	
\$20,000	\$100,000	8%	\$ 1,739.18	
\$20,000	\$250,000	0%	Current Program	

Notes:

This offer of alternative deductibles and co-insurance requires that the member entity select above the alternative option you wish to purchase by marking it with an "X". If the choice is to remain with the expiring deductible/co-insurance and not purchase any of the alternative options please mark the "Current Program" selection accordingly with an "X". Please return this form to your Executive Director by December 1, 2012. Please note the additional premiums quoted above are net of RMC fees. If you have an RMC - will result in additional cost.

[Signature] _____ *[Signature]*
Fund Commissioner : Signature & Title



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 47-2013**

RE: A Resolution Awarding a Contract to Reivax Contracting Corp. for the Akers Avenue Roadway Improvement Project

WHEREAS, the Borough of Montvale has a need for services in connection with the Akers Avenue Roadway Improvement Project; and

WHEREAS, consistent with the New Jersey *Local Public Contract Law, N.J.S.A. 40A:11-1*, et seq., the Borough of Montvale did publicly solicit bids for said project under the title "Akers Avenue Roadway Improvement Project" with bids due in January 2013; and

WHEREAS, said solicitation requested bids for a Base Bid plus Alternate A; and

WHEREAS, in response to said solicitation, numerous bids were received; and

WHEREAS, the Mayor and Council, in consultation with the Borough Engineer have determined that sufficient funds are available to perform the work included in Base Bid plus Alternate A; and

WHEREAS, the lowest bid for the Base Bid plus Alternate A was submitted by Reivax Contracting Corp., maintaining offices at 356 Thomas Street, Newark, New Jersey, in the amount of \$162,223.20; and

WHEREAS, said bid was within the funds allocated for this project and within the Engineer's estimate for this work; and

WHEREAS, the offices of the Borough Engineer and Borough Attorney have reviewed this bid and have deemed it responsive to the bid specifications; and

WHEREAS, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Bidder
Reivax Contracting Corp.
356 Thomas Street
Newark, New Jersey 07114

In the amount of:
Base Bid: \$154,223.20
Alternate A: \$8,000.00
TOTAL \$162,223.20

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute a contract to effectuate the purpose of this Resolution, subject to approval by the Borough Engineer and Attorney.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

200 Valley Road, Suite 400
Mount Arlington, NJ 07856
T: 973.398.3110
F: 973.398.3199
www.maserconsulting.com

January 25, 2013

Maureen Iarossi-Alwan
Borough Clerk/Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Re: Akers Avenue Roadway Improvement Project
Recommendation of Award/Bid Summary
Borough of Montvale
Bergen County, New Jersey
MC Project No. MVB-225B

Dear Ms. Iarossi-Alwan:

The bid opening for the above-referenced project was held on Tuesday, January 15, 2013 at 11:00 a.m. in the Council Chambers with the Municipal Clerk/Administrator Maureen Iarossi-Alwan and Andrew Hipolit in attendance. There were twelve (12) bids received, which included a Base Bid and Alternate Bid A.

In consultation with the DPW Supervisor, the scope of the work for the project will include items indicated in the Base Bid plus Alternate Bid A. Therefore, the apparent low bidder is Reivax Contracting Corp.

The bid submitted by Sanzari Asphalt Maintenance, LLC (Sanzari) has a mathematical error in Item No. 5, Construction Signs. The total price, calculated by Sanzari as \$20, is actually \$200 (200 x \$1.00). This mathematical error resulted in Sanzari being the second lowest bidder, when considering the Alternate Bid A.

Reivax Contracting Corp. appears to have submitted all necessary documents as required by the specifications, pending any comments by the Borough Attorney. After analyzing the twelve (12) bids received, this office recommends the award of the project in the amount of **\$162,223.20** to Reivax Contracting Corp., 356 Thomas Street, Newark, New Jersey 07114 for the Base Bid and Alternate Bid A.

Please find enclosed the bid summary for the above-referenced project. If you have any questions on this matter, please feel free to contact me.

Very truly yours,

MASER CONSULTING P.A.

Andrew R. Hipolit (For)

Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/psn
Enclosure

Cc: Mayor and Council (via Clerk/Administrator)
Bob Culvert, DPW Supervisor
Philip Boggia, Esq., Borough Attorney

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PROJECT: AKERS AVENUE ROADWAY IMPROVEMENT PROJECT
MUNICIPALITY: BOROUGH OF MONTVALE
DATE: January 16, 2013
PROJECT NO: TFB-067

BASE BID ITEM NO.	ITEM	QTY	BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	CLEARING SITE	1	\$ 7,000.00	\$ 7,000.00	\$ 18,850.00	\$ 18,850.00	\$ 21,000.00	\$ 21,000.00	\$ 9,825.00	\$ 9,825.00	
2	BREAKAWAY BARRICADE	5	\$ 1.00	\$ 5.00	\$ 50.00	\$ 250.00	\$ 0.01	\$ 0.05	\$ 0.01	\$ 0.05	
3	DRUM	20	\$ 1.00	\$ 20.00	\$ 50.00	\$ 1,000.00	\$ 0.01	\$ 0.20	\$ 0.01	\$ 0.20	
4	TRAFFIC CONE	30	\$ 1.00	\$ 30.00	\$ 15.00	\$ 450.00	\$ 0.01	\$ 0.30	\$ 0.01	\$ 0.30	
5	CONSTRUCTION SIGNS	200	\$ 1.00	\$ 200.00	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 0.01	\$ 2.00	
6	FUEL PRICE ADJUSTMENT	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	
7	ASPHALT PRICE ADJUSTMENT	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
8	EXCAVATION, UNCLASSIFIED	185	\$ 27.00	\$ 4,995.00	\$ 15.00	\$ 2,775.00	\$ 30.00	\$ 5,550.00	\$ 51.50	\$ 9,527.50	
9	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	6,078	\$ 3.25	\$ 19,754.50	\$ 2.50	\$ 15,195.00	\$ 2.50	\$ 15,195.00	\$ 2.75	\$ 16,709.50	
10	HMA MILLING, 3" OR LESS (2" AVERAGE DEPTH)	863	\$ 77.00	\$ 66,451.00	\$ 76.00	\$ 65,692.00	\$ 78.00	\$ 67,314.00	\$ 80.85	\$ 69,859.85	
11	HOT MIX ASPHALT 9.5% SMA SURFACE COURSE (2" THICK)	125	\$ 77.00	\$ 9,625.00	\$ 80.00	\$ 10,000.00	\$ 100.00	\$ 12,500.00	\$ 85.00	\$ 11,875.00	
12	HOT MIX ASPHALT 9.5% SMA BASE COURSE (4" THICK)	3	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 205.00	\$ 615.00	
13	BICYCLE SAFE GRATE (PHASE II) STORM WATER COMPLIANT GRATE	20	\$ 20.00	\$ 400.00	\$ 27.00	\$ 540.00	\$ 30.00	\$ 600.00	\$ 275.00	\$ 5,500.00	
14	CURB PIECE (INDEP TYPE W/ ECO CURB PIECE)	20	\$ 75.00	\$ 1,500.00	\$ 64.80	\$ 1,296.00	\$ 60.00	\$ 1,200.00	\$ 78.00	\$ 1,560.00	
15	CONCRETE SIDEWALK, 4" THICK	280	\$ 35.00	\$ 9,800.00	\$ 27.00	\$ 7,560.00	\$ 41.00	\$ 11,480.00	\$ 45.00	\$ 12,600.00	
16	HOT MIX ASPHALT DRIVEWAY, 6" THICK	2	\$ 200.00	\$ 400.00	\$ 215.00	\$ 430.00	\$ 250.00	\$ 500.00	\$ 275.00	\$ 550.00	
17	DETECTABLE WARNING SURFACE	691	\$ 35.00	\$ 24,185.00	\$ 28.00	\$ 19,348.00	\$ 18.00	\$ 12,420.00	\$ 35.00	\$ 24,185.00	
18	CONCRETE CURB (INCLUDES PAVEMENT REPAIR STRIP)	144	\$ 6.00	\$ 864.00	\$ 6.50	\$ 936.00	\$ 6.00	\$ 864.00	\$ 6.00	\$ 864.00	
19	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	455	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 0.50	\$ 227.50	
20	TRAFFIC MARKINGS, THERMOPLASTIC	455	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 0.50	\$ 227.50	
21	TOPSOILING, 4" THICK	455	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 0.50	\$ 227.50	
22	FERTILIZING AND SEEDING, TYPE A-3	455	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 1.00	\$ 455.00	\$ 0.50	\$ 227.50	
23	STRAW MULCHING	80	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	
24	POLICE TRAFFIC DIRECTORS	80	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	
			TOTAL BASE BID:		\$167,351.00		\$173,126.05		\$176,171.30		
ALTERNATE BID 'A'	ITEM NO.	ITEM	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1		HOT MIX ASPHALT CURB	500	\$ 11.00	\$ 5,500.00	\$ 25.00	\$ 12,500.00	\$ 10.00	\$ 5,000.00	\$ 10.00	\$ 5,000.00
			TOTAL ALTERNATE BID 'A':		\$ 5,500.00		\$ 12,500.00		\$ 5,000.00		
			TOTAL BASE BID:		\$ 167,351.00		\$ 173,126.05		\$ 176,171.30		
			BASE BID + ALTERNATE BID 'A':		\$ 165,654.75		\$ 175,126.05		\$ 181,171.30		



PROJECT: AKERS AVENUE ROADWAY IMPROVEMENT PROJECT
 MUNICIPALITY: BOROUGH OF MONTVALE
 DATE: January 15, 2013
 PROJECT NO: TFB-007

BASE BID ITEM NO.	ITEM	QTY	BIDDER NO. 9		BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CLEARING SITE	1	\$ 8,900.00	\$ 8,900.00	\$ 11,350.00	\$ 11,350.00	\$ 8,785.00	\$ 8,785.00	\$ 18,000.00	\$ 18,000.00
2	BREAKAWAY BARRICADE	50	\$ 0.01	\$ 0.50	\$ 5.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 50.00	\$ 2,500.00
3	DRUM	20	\$ 0.01	\$ 0.20	\$ 2.00	\$ 20.00	\$ 1.00	\$ 20.00	\$ 1.00	\$ 20.00
4	TRAFFIC CONE	300	\$ 1.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1.00	\$ 300.00	\$ 1.00	\$ 300.00
5	CONSTRUCTION SIGNS	20	\$ 1.00	\$ 20.00	\$ 7.75	\$ 155.00	\$ 11.50	\$ 230.00	\$ 10.00	\$ 200.00
6	FUEL PRICE ADJUSTMENT	1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
7	ASPHALT PRICE ADJUSTMENT	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
8	EXCAVATION, UNCLASSIFIED	185	\$ 45.89	\$ 8,478.21	\$ 1,450.00	\$ 267,250.00	\$ 40.76	\$ 7,538.80	\$ 35.00	\$ 6,475.00
9	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	550	\$ 10.00	\$ 5,500.00	\$ 5.00	\$ 2,750.00	\$ 2.89	\$ 1,588.90	\$ 3.35	\$ 1,842.50
10	HMA MILLING, 3" OR LESS (2" AVERAGE DEPTH)	6078	\$ 3.10	\$ 18,835.60	\$ 3.35	\$ 20,354.60	\$ 4.99	\$ 30,338.22	\$ 75.00	\$ 453,750.00
11	HOT MIX ASPHALT 5.5M84 SURFACE COURSE (2" THICK)	863	\$ 77.35	\$ 66,753.05	\$ 82.30	\$ 71,197.50	\$ 84.99	\$ 73,001.17	\$ 100.00	\$ 86,300.00
12	HOT MIX ASPHALT 19M84 BASE (2" THICK)	125	\$ 98.00	\$ 12,250.00	\$ 90.00	\$ 11,250.00	\$ 89.00	\$ 11,125.00	\$ 100.00	\$ 12,500.00
13	BICYCLE SAFE GRATE (PHASE II STORM WATER COMPLIANT GRATE)	3	\$ 325.00	\$ 975.00	\$ 225.00	\$ 675.00	\$ 255.00	\$ 825.00	\$ 300.00	\$ 900.00
14	CURB PIECE (W/DEP TYPE 'N' ECD CURB PIECE)	UN	\$ 75.00	\$ 75.00	\$ 118.00	\$ 118.00	\$ 58.50	\$ 58.50	\$ 100.00	\$ 100.00
15	CONCRETE SIDEWALK, 4" THICK	20	\$ 64.00	\$ 1,280.00	\$ 40.00	\$ 800.00	\$ 38.20	\$ 764.00	\$ 30.00	\$ 600.00
16	HOT MIX ASPHALT DRIVEWAY, 6" THICK	280	\$ 300.00	\$ 84,000.00	\$ 175.00	\$ 49,000.00	\$ 250.00	\$ 70,000.00	\$ 900.00	\$ 252,000.00
17	DETECTABLE WARNING SURFACE	UN	\$ 30.00	\$ 30.00	\$ 47.00	\$ 47.00	\$ 33.80	\$ 33.80	\$ 45.00	\$ 45.00
18	CONCRETE CURB (INCLUDES PAVEMENT REPAIR STRIP)	LF	\$ 3.10	\$ 3.10	\$ 1,295.75	\$ 1,295.75	\$ 0.05	\$ 492.25	\$ 3.00	\$ 3.00
19	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4"	665	\$ 6.25	\$ 4,143.75	\$ 6.50	\$ 4,322.50	\$ 11.05	\$ 7,347.25	\$ 7.00	\$ 4,655.00
20	TRAFFIC MARKINGS, THERMOPLASTIC	SF	\$ 6.00	\$ 3,600.00	\$ 9.25	\$ 5,550.00	\$ 0.65	\$ 429.25	\$ 5.00	\$ 3,000.00
21	TOPSOILING, 4" THICK	SY	\$ 455	\$ 181,525.00	\$ 227.50	\$ 103,375.00	\$ 341.25	\$ 151,875.00	\$ 6.00	\$ 3,000.00
22	FERTILIZING AND SEEDING, TYPE A-3	SY	\$ 0.60	\$ 363.00	\$ 0.75	\$ 450.00	\$ 1.45	\$ 870.75	\$ 5.00	\$ 2,500.00
23	STRAW MULCHING	MIH	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00	\$ 80.00	\$ 6,400.00
24	POLICE TRAFFIC DIRECTORS			\$ 315,350.40		\$ 315,350.40		\$ 315,350.40		\$ 315,350.40
TOTAL BASE BID:				\$ 182,850.40		\$ 165,073.10		\$ 190,540.60		\$ 208,680.10
ALTERNATE BID 'A'										
ITEM NO.	ITEM	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A1	HOT MIX ASPHALT CURB	500	\$ 15.00	\$ 7,500.00	\$ 8.40	\$ 4,200.00	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00
TOTAL ALTERNATE BID 'A':				\$ 7,500.00		\$ 4,200.00		\$ 17,500.00		\$ 17,500.00
TOTAL BASE BID + ALTERNATE BID 'A':				\$ 190,350.40		\$ 169,273.10		\$ 208,040.60		\$ 226,180.10
BASE BID + ALTERNATE BID 'A':				\$ 182,850.40		\$ 165,073.10		\$ 190,540.60		\$ 208,680.10

BOGGIA & BOGGIA, L.L.C.

COUNSELLORS AT LAW

71 MT. VERNON STREET

RIDGEFIELD PARK, NEW JERSEY 07660

PHILIP N. BOGGIA*
PRISCILLA M. BOGGIA
WILLIAM R. BETESH
JOSEPH W. VOYTUS**

*ALSO MEMBER OF N.Y., FLA., D.C. BAR &
CERTIFIED CIVIL TRIAL ATTORNEY

**ALSO MEMBER OF N.Y. BAR

TEL: (201) 641-0006
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E-MAIL: philip@boggialaw.com
priscilla@boggialaw.com
williambetesh@boggialaw.com
jwvoytus@boggialaw.com

24 January 2013

via email only
Mayor and Council
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645

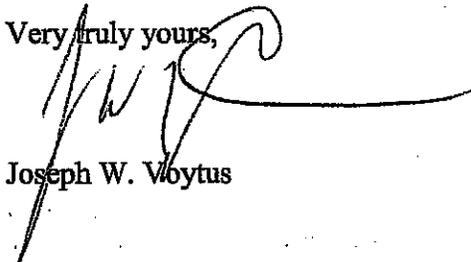
**RE: Bid Review and Checklist of Compliance
Akers Avenue Roadway Improvement Project**

Dear Mayor and Council,

At the request of the Borough Administrator, we have reviewed the three lowest bids submitted for the Akers Avenue Roadway Improvement Project, including the Base Bid and Alternate "A." These bids were submitted by Reivax Construction, Sanzari Asphalt Maintenance and AJM Contractors, respectively.

After our review of these bids, as indicated on the attached sheet, all bids contained all necessary documents. A calculation error in Sanzari's bid resulted in Reivax's bid being the lowest received. We therefore recommend that this bid be awarded to Reivax Construction as the lowest responsible and responsive bidder for both the Base Bid and Alternate "A." Please do not hesitate to contact me if you have any additional questions.

Very truly yours,


Joseph W. Voytus

Enclosure

cc: Maureen Iarossi-Alwan, Borough Administrator/Clerk

Borough of Montvale

Akers Avenue Roadway Improvement Project

<u>Document</u>	<u>Reivax</u>	<u>AJM</u>	<u>Sanzari</u>
Bid Bond	X	X	X
Consent of Surety	X	X	X
Power of Attorney	X	X	X
Proposal	X	X	X
Non-Collusion Affidavit	X	X	X
Ownership Disclosure Form	X	X	X
Experience Statement	X	X	X
Equipment List	X	X	X
Site Visit Acknowledgement	X	X	X
Public Works Certificate	X	X	X
Business Registration Certificate	X	X	X
Notice of Anti-Drug/Alcohol Plan	X	X	X
Subcontractor List	X	X	X
Subcontractor Public Works Certificates	X	X	X
Subcontractor Business Registration Certificates	X	X	X
Compliant (Yes/No)	Yes	Yes	Yes
Base Bid	\$ 154,223.20	\$ 157,072.55	\$ 158,306.00
Alternate	\$ 8,000.00	\$ 5,500.00	\$ 4,000.00
Total Bid	\$ 162,223.20	\$ 162,572.55	\$ 162,306.00
Bidder Rank	1	3	2



**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 48-2013**

RE: A Resolution Awarding a Contract to Dakota Excavating Contractors for the Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement

WHEREAS, the Borough of Montvale has a need for services in connection with the Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement Project; and

WHEREAS, consistent with the New Jersey *Local Public Contract Law, N.J.S.A. 40A:11-1*, et seq., the Borough of Montvale did publicly solicit bids for said project under the title "Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement" with bids due in January 2013; and

WHEREAS, said solicitation requested bids for a Base Bid only; and

WHEREAS, in response to said solicitation, five (5) bids were received; and

WHEREAS, the Mayor and Council, in consultation with the Borough Engineer have determined that sufficient funds are available to perform the work included in Base Bid; and

WHEREAS, the lowest bid for the Base Bid was submitted by Dakota Excavating Contractors maintaining offices at 481 Hackensack Avenue, Suite 2B, Hackensack, New Jersey, in the amount of \$97,400.00; and

WHEREAS, said bid was within the funds allocated for this project and within the Engineer's estimate for this work; and

WHEREAS, the offices of the Borough Engineer and Borough Attorney have reviewed this bid and have deemed it responsive to the bid specifications; and

WHEREAS, the Borough's Chief Financial Officer has certified that funds have been appropriated and are available for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that a contract for the above-referenced project shall be awarded as follows:

Bidder
Dakota Excavating Contractors
481 Hackensack Avenue, Suite 2B
Hackensack, New Jersey 07601

In the amount of:
TOTAL: \$97,400.00

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized to execute a contract to effectuate the purpose of this Resolution, subject to approval by the Borough Engineer and Attorney.

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

Adopted: January 29, 2013

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Roger J. Fyfe
Mayor



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

200 Valley Road, Suite 400
Mount Arlington, NJ 07856
T: 973.398.3110
F: 973.398.3199
www.maserconsulting.com

January 25, 2013

Maureen Iarossi-Alwan
Borough Clerk/Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Re: Fieldstone School Athletic Field
Recommendation of Award/Bid Summary
Borough of Montvale
Bergen County, New Jersey
MC Project No. MVB-239B

Dear Ms. Iarossi-Alwan:

The bid opening for the above-referenced project was held on Tuesday, January 15, 2013 at 11:00 a.m. in the Council Chambers with the Municipal Clerk/Administrator Maureen Iarossi-Alwan and Andrew Hipolit in attendance. There were five (5) bids received, which included only a Base Bid.

The apparent low bidder is Dakota Excavating Contractor, Inc. with a Base Bid price of \$97,400.00.

Dakota Excavating Contractor, Inc. appears to have submitted all necessary documents as required by the specifications, pending any comments by the Borough Attorney. After analyzing the five (5) bids received, this office recommends the award of the project in the amount of \$97,400.00 to Dakota Excavating Contractor, Inc., 481 Hackensack Ave., Hackensack, New Jersey 07601 for the Base Bid.

Please find enclosed the bid summary for the above-referenced project. If you have any questions on this matter, please feel free to contact me.

Very truly yours,

MASER CONSULTING P.A.

Andrew R. Hipolit (FOR)
Andrew R. Hipolit, P.E., P.P., C.M.E.
Borough Engineer

ARH/psn

Enclosure

Cc: Mayor and Council (via Clerk/Administrator)
Bob Culvert, DPW Supervisor
Philip Boggia, Esq., Borough Attorney

\\MTCAD01\Projects\MVB\MVB-239B\Letters\2013\0125 psn_award_iarossi.docx



PROJECT: FIELDSTONE SCHOOL ATHLETIC FIELD
 CLAY INFIELD REMOVAL
 SYNTHETIC TURF REPLACEMENT
 BOROUGH OF MONTVALE
 January 15, 2013
PROJECT NO. MVB-238B

ITEM NO.	BASE BID - BABE RUTH/SOFTBALL INFIELD (90' BASES) - FIELD.(SITE WORK) SOIL EROSION AND SEDIMENT CONTROL MEASURES	ESTIMATED QUANTITY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		LS	\$ 2,000.00	\$ 2,000.00	\$ 2,650.00	\$ 2,650.00	\$ 6,000.00	\$ 6,000.00	\$ 3,200.00	\$ 3,200.00	\$ 600.00	\$ 600.00
2		LS	\$ 13,000.00	\$ 13,000.00	\$ 17,650.00	\$ 17,650.00	\$ 10,000.00	\$ 10,000.00	\$ 16,600.00	\$ 16,600.00	\$ 35,700.00	\$ 35,700.00
3		LS	\$ 21,000.00	\$ 21,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 36,800.00	\$ 36,800.00	\$ 40,763.00	\$ 40,763.00
4		LS	\$ 39,400.00	\$ 39,400.00	\$ 10,875.00	\$ 10,875.00	\$ 28,000.00	\$ 28,000.00	\$ 42,000.00	\$ 42,000.00	\$ 41,280.00	\$ 41,280.00
5		LS	\$ 10,000.00	\$ 10,000.00	\$ 19,910.00	\$ 19,910.00	\$ 19,000.00	\$ 19,000.00	\$ 11,500.00	\$ 11,500.00	\$ 19,306.00	\$ 19,306.00
6		LS	\$ 6,500.00	\$ 6,500.00	\$ 12,500.00	\$ 12,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,700.00	\$ 8,700.00	\$ 6,929.00	\$ 6,929.00
7		LS	\$ 3,000.00	\$ 3,000.00	\$ 8,060.00	\$ 8,060.00	\$ 6,500.00	\$ 6,500.00	\$ 5,300.00	\$ 5,300.00	\$ 3,000.00	\$ 3,000.00
8		LS	\$ 2,500.00	\$ 2,500.00	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00	\$ 1,600.00	\$ 1,600.00	\$ 1,895.00	\$ 1,895.00
			\$ 97,400.00		\$ 99,345.00		\$ 110,000.00		\$ 125,706.00		\$ 149,473.00	

BIDDER NO. 1
 Dakota Excavating
 481 Hackensack Ave., Suite 2B
 Hackensack, NJ 07601

BIDDER NO. 2
 KDP Developers
 200 Goodspines Road
 Stewartsville, NJ 08886

BIDDER NO. 3
 Sport-Tech Construction Corp.
 410 Rt. 22
 Brewster, NY 10509

BIDDER NO. 4
 The Land Tek Group, Inc.
 235 County Line Road
 Armitville, NY 11701

BIDDER NO. 5
 Turco Golf, Inc.
 212 Orange Avenue
 Suffern, NY 10901

BOGGIA & BOGGIA, L.L.C.

COUNSELLORS AT LAW

71 MT. VERNON STREET

RIDGEFIELD PARK, NEW JERSEY 07660

PHILIP N. BOGGIA*
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*ALSO MEMBER OF N.Y., FLA., D.C. BAR &
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**ALSO MEMBER OF N.Y. BAR

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E-MAIL: philip@boggialaw.com
priscilla@boggialaw.com
williambetesh@boggialaw.com
jwvoytus@boggialaw.com

16 January 2013

via email only
Mayor and Council
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645

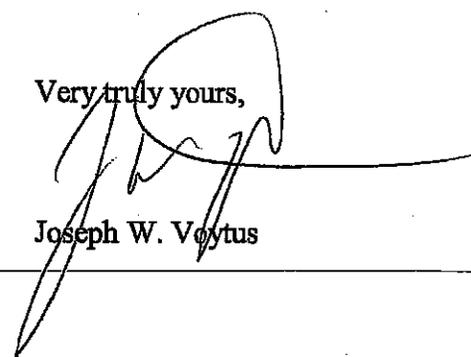
RE: Bid Review and Checklist of Compliance
Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement

Dear Mayor and Council,

At the request of the Borough Administrator, we have reviewed the three lowest bids submitted for the Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement. These bids were submitted by Dakota Excavating Contractors, KDP Developers, and Sport-Tech Construction, respectively.

After our review of these bids, as indicated on the attached sheet, all bids contained all necessary documents except for Sport-Tech's pending Public Works Contractor Certificate. We therefore recommend that this bid be awarded to Dakota Excavating Contractors as the lowest responsible and responsive bidder. Please do not hesitate to contact me if you have any additional questions.

Very truly yours,


Joseph W. Voytus

Enclosure

cc: Maureen Iarossi-Alwan, Borough Administrator/Clerk

Borough of Montvale

Fieldstone School Athletic Field Clay Infield Removal/Synthetic Turf Replacement

Document	Dakota	KDP	Sport-Tech
Bid Bond	x	x	x
Consent of Surety	x	x	x
Power of Attorney	x	x	x
Proposal	x	x	x
Acknowledged Receipt of Addenda	x	x	x
Non-Collusion Affidavit	x	x	x
Ownership Disclosure Form	x	x	x
Experience Statement	x	x	x
Equipment List	x	x	x
Public Works Certificate	x	x	pending
Business Registration Certificate	x	x	x
Notice of Anti-Drug/Alcohol Plan	x	x	x
Subcontractor List	None used	None used	None used
Subcontractor Public Works Certificates	n/a	n/a	n/a
Subcontractor Business Registration Certificates	n/a	n/a	n/a
Compliant (Yes/No)	Yes	Yes	Pending
Base Bid	\$97,400.00	\$99,345.00	\$110,000.00
Bidder Rank	1	2	pending

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	\$191,260.37	Bill List Wire 1/29/13
	<u>214,324.14</u>	Wires/Manual Checks
Current TOTAL	405,584.51	
Escrow - Trust	16,822.50	Bill List Wire 1/29/13
Open Space Fund	1,480.00	Bill List Wire 1/29/13
Unemployment Trust	149.98	Bill List Wire 1/29/13
Housing Trust	788.50	Bill List Wire 1/29/13
Capital Fund	780.06	Bill List Wire 1/29/13
Dog Trust	925.00	Bill List Wire 1/29/13
Engineering Trust	205.50	Bill List Wire 1/29/13

This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 1/29/13

Introduced by: _____

Approved: 1/29/13

Seconded by: _____

Roger Fyfe, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
January 29, 2013

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		1/2/13	FSA Account	7,500.00
WIRE		1/11/13	Payroll Account	139,722.02
WIRE		1/11/13	Salary Account	74,267.12
		1/11/13	FSA Account	<u>335.00</u>
	Total			<u>214,324.14</u>

P.O. Type: All	Range: First to Last	Format: Detail without Line Item Notes	Open: N	Paid: N	Void: N	Stat/Chk	First Rcvd	Chk/Void	1099
Vendor # Name	PO # PO Date Description	Contract PO Type	Rcvd: Y	Held: Y	Aprv: N	Enc Date	Date	Invoice	Excl
	Item Description	Amount Charge Account	Bid: Y	State: Y	Other: Y	Exempt: Y			
00027 BT SPECIALTIES	12-01860 12/14/12 plaque for volunteer	50.00 2-01-27-785-058					12/14/12 01/23/13	63086	N
	1 volunteer plaque	50.00							
	Vendor Total:	50.00							
00031 BAVIELLO LANDSCAPING CO, INC.	13-00101 01/14/13 PLANTING CHRISTMAS TOWN TREE	350.00 T-14-56-286-001					01/14/13 01/23/13	12611	N
	1 PLANTING CHRISTMAS TOWN TREE	350.00							
	Vendor Total:	350.00							
00043 NORTH JERSEY MEDIA GROUP	13-00119 01/17/13 AC# 1101718 ADV -DEC								
	1 AC# 1101718 ADV DEC -clerk	537.08 2-01-20-701-021					01/17/13 01/23/13	DEC	N
	2 ADV DEC -planning	105.75 2-01-21-720-021					01/17/13 01/23/13	DEC	N
	3 ADV DEC -BOH	45.79 2-01-27-785-021					01/17/13 01/23/13	DEC	N
	4 ADV DEC -environmental	49.57 2-01-20-718-021					01/17/13 01/23/13	DEC	N
	Vendor Total:	738.19							
	Vendor Total:	738.19							
00046 COUNTY OF BERGEN, TREAS	13-00062 01/08/13 2012 ADDED/OMITTED TAX BILL								
	1-2012 ADDED/OMITTED TAX BILL	31,316.52 3-01-55-209-000					01/08/13 01/23/13	2012 ADDED TX	N
	Vendor Total:	31,316.52							
00047 D & E UNIFORMS	12-01252 08/15/12 HANNA BULLET PROOF VEST								
	1 HANNA BULLET PROOF VEST	600.00 3-01-55-204-000					08/15/12 01/23/13	6034	N
	2 HANNA BULLET PROOF VEST	250.00 2-01-25-745-272					08/15/12 01/23/13	6034	N
	Vendor Total:	850.00							

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
00047	D & E UNIFORMS	Continued										
12-01630	11/09/12 FOLEY NEW CLOTHING & EQUIP		238.40	2-01-25-745-268	B FOLEY, ALISHA R - CLOTHING	R	11/09/12	01/23/13		MV1043		N
12-01698	11/15/12 WINTER FIRE JACKET		180.00	2-01-25-752-032	B CLOTHING & UNIFORMS	R	11/15/12	01/23/13		1270		N
12-01799	12/05/12 Uniform Badge		24.48	2-01-42-855-032	B CLOTHING & UNIFORMS	R	12/05/12	01/23/13		12007		N
	2 Uniform Badge		26.52	2-01-41-250-032	B CLOTHING AND UNIFORMS	R	12/05/12	01/23/13		12007		N
			51.00									
12-01826	12/10/12 SZABO CLOTHING & UNIFORMS		350.00	2-01-25-745-270	B SZABO, JASON E - CLOTHING	R	12/10/12	01/23/13		48795		N
	1 SZABO CLOTHING & UNIFORMS		1,669.40									
00050	DEPIERO'S FARM											
13-00012	01/02/13 REORGANIZATION REFRESHMENTS		139.00	3-01-20-701-041	B MEAL REIMBURSEMENT	R	01/02/13	01/23/13		6070		N
	1 REFRESHMENTS REORGANIZATION		139.00									
			139.00									
00069	SPORTSMITH											
12-01890	12/19/12 SR CENTER GYM TREADMILL PARTS		386.00	2-01-27-791-156	B EXERCISE ROOM EQUIPMENT	R	12/19/12	01/23/13		658364		N
	1 SR CENTER GYM TREADMILL PARTS		46.28	2-01-27-791-156	B EXERCISE ROOM EQUIPMENT	R	12/21/12	01/23/13		658364		N
	2 SHIPPING		432.28									
			432.28									
			432.28									
00071	UNITED WATER NEW JERSEY											
13-00066	01/08/13 3825412222 FIRE HYDRANTS		15,797.19	2-01-31-834-029	B OTHER CONTRACTUAL ITEMS	R	01/08/13	01/23/13		DECEMBER 2012		N
	1 3825412222 FIRE HYDRANTS		40.58	2-01-26-772-086	B WATER - ONE MEMORIAL	R	01/17/13	01/23/13		DECEMBER		N
	2 8555412222 MEMORIAL DPW		44.36	2-01-26-772-072	B WATER	R	01/17/13	01/23/13		DECEMBER		N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	1099 Exc]
00102	MGL PRINTING SOLUTIONS									
	12-01711 11/16/12 MINUTE BOOKS & FILLER PAPER									
	1 2013 MINUTE BOOK FILLER SHEETS	206.76	2-01-20-704-036	B OFFICE SUPPLIES	R	11/16/12	01/23/13		110259	N
	2 2013 CLERKS MINUTE BOOKS (2)	429.59	2-01-20-704-023	B PRINTING & BINDING	R	11/16/12	01/23/13		110259	N
	3 2012 PLANNING BOARD MINUTE	605.65	2-01-21-720-021	B ADVERTISING	R	11/16/12	01/23/13		110259	N
	4 SHIPPING CHARGES	46.00	2-01-20-704-023	B PRINTING & BINDING	R	01/03/13	01/23/13		110259	N
		<u>1,288.00</u>								
	12-01772 12/03/12 1099 FORMS									
	1 1099 FORMS for 2012	96.59	2-01-20-701-023	B PRINTING & BINDING	R	12/03/12	01/23/13		110320	N
	Vendor Total:	1,384.59								
00112	MONTVALE SENIOR CLUB									
	13-00157 01/23/13 LUNCHEON 12-20-12									
	1 Senior Luncheon 12-20-12	1,810.00	2-01-43-309-029	B OTHER CONTRACTUAL ITEMS	R	01/23/13	01/23/13		LUNCHEON 12-20	N
	2 Senior Luncheon 12-20-12	225.00	2-01-27-791-063	B SENIOR ACTIVITIES	R	01/23/13	01/23/13		LUNCHEON 12-20	N
		<u>2,035.00</u>								
	Vendor Total:	2,035.00								
00118	NJ STATE LEAGUE OF									
	12-01871 12/17/12 ad for part time construction									
	1 ad for pt construction	110.00	2-01-20-701-033	B BOOKS & PUBLICATIONS	R	12/17/12	01/23/13		5713SD	N
	13-00060 01/08/13 ANNUAL DUES 2013									
	1 ANNUAL DUES 2013	619.00	3-01-20-701-044	B PROFESSIONAL ASSOCIATION DUES	R	01/08/13	01/23/13		MLI2013321	N
	Vendor Total:	729.00								
00139	MAUREEN IAROSSI-ALWAN									
	13-00136 01/21/13 PETTY CASH FOR JANUARY									
	1 PETTY CASH FOR JANUARY	15.17	3-01-20-701-036	B OFFICE SUPPLIES	R	01/21/13	01/23/13		JANUARY	N
	2	30.00	3-01-28-795-036	B OFFICE SUPPLIES	R	01/21/13	01/23/13		JANUARY	N
	3	10.48	2-01-26-765-041	B MEAL REIMBURSEMENT	R	01/21/13	01/23/13		JANUARY	N
	4	19.79	3-01-25-745-273	B VANDALINDA, RYAN - CLOTHING	R	01/21/13	01/23/13		JANUARY	N
	5	158.27	3-01-25-745-041	B MEAL REIMBURSEMENT	R	01/21/13	01/23/13		JANUARY	N

Vendor # Name	PO # PO Date Description	Item Description	Contract PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Date	Invoice	1099
00247	MONTVALE FREE PUBLIC LIBRARY												
	13-00142 01/22/13 BALANCE OF 2012 FUNDS			4,443.35	2-01-29-800-012	B SALARIES & WAGES - PART TIME	R	01/22/13	01/23/13			2012 BLANCE	N
	1 BALANCE OF 2012 FUNDS												
	Vendor Total:			4,443.35									
00258	ROCKLAND ELECTRIC												
	13-00135 01/21/13 ROCKLAND ELECTRIC CHARGES												
	1 5985845006 CHESTNUT RIDGE RD			90.91	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	2 9534844006 SPRING VALLEY RD			21.03	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	3 1619931002 VALLEY VIEW SHR LFT			302.29	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	4 0052060009 30 CHESTNUT RDG RD			27.71	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	5 0700055009 HUFF TER PUMP 57088			122.44	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	6 5229845000 LA TRENTA FLD LTS			26.58	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	7 9704932006 W GRAND AVE MTLBX			42.28	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	8 5103845008 CHESTNUT/SUMIT UNMTR			55.67	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	9 4725845003 SUMMIT OTHR UNMTR 1			9.34	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	10 0357844001 SUMMIT OTHR UNMTR			91.17	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	11 9263932000 GRAND TFLT 2			23.71	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	12 9683932013 GRAND TFLT 57400			40.79	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	13 1451933002 MEMORIAL DR SHED 2			350.93	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	14 0758933005 MEMORIAL DR SHED 1			10.17	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	15 0716933005 MEMORIAL TENNIS CT			34.91	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	16 0590933001 35 W GRAND FIRE DPT			72.14	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	17 0128933004 KINDERKAMACK RD			15.91	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	18 1908079006 MEMORIAL GATE TRFC			10.12	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	19 0897137012 MEMORIAL LITE FLD			29.92	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	20 1472933002 GRAND TFLT 1			64.34	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	21 9515932009 GRAND OTHR UNMTR			50.72	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	22 8906935008 E GRAND OTHR UNMTR			13.28	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	23 0632933003 W GRAND OTHR UNMTR			9.34	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	24 0787127002 GRAND SOKP 75/77			16.05	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	25 2413158015 13 W GRAND SIGN FIR			8.82	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	26 0027002008 42 W GRAND SIGN FIR			8.82	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	27 0195092007 GRAND SOKP 87/97			30.70	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	28 0157026009 1 MEMORIAL LITE FLD			17.63	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	29 0563019009 GRAND SOKP 67/62			20.95	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N
	30 0611933003 MEMORIAL DPW			121.24	2-01-31-825-071	B ELECTRICITY	R	01/21/13	01/23/13			DEC./JAN	N

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00699 ATLANTIC TOMORROWS OFFICE	12-01802 12/05/12 Toner	1 Toner	95.04	2-01-42-855-036		B OFFICE SUPPLIES	R	12/05/12	01/23/13		ARIN182438	N
		2 Toner	102.96	2-01-41-250-036		B OFFICE SUPPLIES	R	12/05/12	01/23/13		ARIN182438	N
			198.00									
		Vendor Total:	198.00									
00707 BOWAN, DONALD	12-00744 04/30/12 VISION 2012	4 VISION 2012	138.14	2-01-23-733-088	B	B VISION	R	04/30/12	01/23/13		VISION 2012	N
	13-00126 01/18/13 VISION 2013	2 VISION 2013	214.20	3-01-23-733-088	B	B VISION	R	01/18/13	01/23/13		VISION 2013	N
		Vendor Total:	352.34									
00712 RUSSO, JANET	13-00127 01/18/13 VISION 2013	2 VISION 2013	124.00	3-01-23-733-088	B	B VISION	R	01/18/13	01/23/13		VISION 2013	N
		Vendor Total:	124.00									
00731 MASER CONSULTING P.A.	12-00161 01/23/12 ENGINEER RETAINER - 2012	13 MAYOR & COUNCIL MEETING	450.00	2-01-20-715-028	B	B OTHER PROF/CONSULTANT SERVICES	R	10/02/12	01/23/13		196899	N
	12-01256 08/20/12 INSPECTION SVS RD IMPROV.PROGR	6 2012 ROAD PROGRAM	120.00	C-04-55-348-R01	B	B ROAD IMPROVEMENTS	R	08/20/12	01/23/13		196683	N
	12-01922 12/26/12 ESCROW PAYMENT AMAZING GRACE	1 AMAZING GRACE 2408/3	3,586.00	E-08-00-212-08A		B AMAZING GRACE PARTNERS LLC (2408/3)	R	12/26/12	01/23/13		194661	N
	13-00090 01/14/13 ESCROW PAYMENTS	1 FOUR SEASON RINK 3301&3102/3&4	2,282.50	E-08-00-204-09A		B HOUNNANTAN 3301/3&4 4SEAS/RDG	R	01/14/13	01/23/13		196684	N
		2 ENCLAVE @ MONTVALE 3601/32.01	1,391.00	E-08-00-208-14A		B ENCLAVE AT MONTVALE 2601/32.01	R	01/14/13	01/23/13		196686	N
		3 DAVEY'S 2402/7&8	79.00	E-08-00-207-14A		B Davey's Irish Pub 2402/7&8	R	01/14/13	01/23/13		196688	N

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00731 MASER CONSULTING P.A.			Continued							
13-00090 01/14/13 ESCROW PAYMENTS			Continued							
4 LIFETIME FITNESS 3302/2			8,433.00	E-08-00-211-02A	B LTF Real Estate Company Inc. (3302/2)	R	01/14/13	01/23/13	196689	N
			12,185.50							
13-00091 01/14/13 ESCROW PAYMENT DEPIERO			731.00	E-08-00-210-21A	B Montvale Devl Assoc (1903/3)DePiero's)	R	01/14/13	01/23/13	196680	N
1 DEPIERO FARMS 2802/2&3										
13-00092 01/14/13 BIGOS 603/8			205.50	T-03-56-286-008	B TRUST - RESERVE FOR ENGINEER	R	01/14/13	01/23/13	196690	N
1 JOSEPH R. BIGOS 603/8										
13-00093 01/14/13 GENERAL ENG./FIELD ST. SCHOOL			483.00	2-01-20-715-029	B OTHER CONTRACTUAL ITEMS	R	01/14/13	01/23/13	196679	N
1 GENERAL ENGINEERING			1,121.25	2-01-20-715-029	B OTHER CONTRACTUAL ITEMS	R	01/14/13	01/23/13	196681	N
2 FIELD STONE MIDDLE SCHOOL			1,604.25							
13-00094 01/14/13 MONTVALE SENIOR HOUSING			513.50	T-03-56-286-006	B TRUST - RESERVE FOR HOUSING	R	01/14/13	01/23/13	196694	N
1 MONTVALE SENIOR HOUSING										
			Vendor Total:							
			19,395.75							
00745 WASTE MANAGEMENT OF NEW JERSEY										
12-00163 01/23/12 GARBAGE COLLEC.&RECYCL.TX 2012				B						
25 GARBAGE COLLECTION - DECEMBER			35,109.87	2-01-26-770-029	B OTHER CONTRACTUAL ITEMS	R	12/26/12	01/23/13	2410060-1374-2	N
26 RECYCLING TAX - DECEMBER			799.29	2-01-26-771-029	B RECYCLING TAX - OTHER CONTRACTUAL	R	12/26/12	01/23/13		N
			35,909.16							
13-00103 01/15/13 Dec. 2012 Curbside Yad waste			3,389.53	2-01-26-773-141	B TIPPING FEE - LEAVES	R	01/15/13	01/23/13	2410061-1374-0	N
1 Dec. 2012 Curbside Yad waste										
			Vendor Total:							
			41,398.69							
13-00115 01/17/13 Haul Fee Paper			1,050.00	2-01-26-773-131	B HAULING FEE - PAPER MARKET	R	01/17/13	01/23/13	2410193-1374-1	N
1 Haul Fee Paper			1,050.00	2-01-26-773-132	B HAULING FEE - COMINGLED MARKET	R	01/17/13	01/23/13	2410193-1374-1	N
2 Haul Fee Comingle			2,100.00							
			Vendor Total:							
			41,398.69							

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00979 SANFILIPPO, JOSEPH	12-01829 12/10/12 VISION 2012	3 VISION 2012	150.30	B	2-01-23-733-088	B VISION	R	12/10/12 01/23/13	VISION		N
	Vendor Total:		150.30								
00996 ULINE, INC.	12-01862 12/17/12 DET BUREAU SUPPLIES	1 DET BUREAU SUPPLIES	150.87		2-01-25-745-105	B DETECTIVE BUREAU SUPPLIES	R	12/17/12 01/23/13	48254016		N
	Vendor Total:		150.87								
00997 ADVANTAGE ENVIRONMENTAL CORP.	12-01741 11/28/12 Oil Filter Removal	1 Oil Filter Removal	20.00		2-01-26-767-029	B OTHER CONTRACTUAL ITEMS	R	11/28/12 01/23/13	21586		N
	Vendor Total:		20.00								
01018 DEER PARK WATER	12-01926 12/27/12 0437545114 BOTTLED WATER CHARG	1 0437545114 BOTTLED WATER CHARG	7.02		2-01-26-765-036	B OFFICE SUPPLIES	R	12/27/12 01/23/13	02L0437545114		N
		2 0437545114 BOTTLED WATER CHARG	6.27		2-01-20-701-036	B OFFICE SUPPLIES	R	12/27/12 01/23/13	02L0437545114		N
	Vendor Total:		13.29								
01020 PROFESSIONAL INSURANCE ASSOC.	13-00100 01/14/13 ACCIDENT & HEALTH POLICY RENEW	1 ACCIDENT & HEALTH POLICY	310.00		3-01-23-730-029	B OTHER CONTRACTUAL ITEMS	R	01/14/13 01/23/13	90725		N
	Vendor Total:		310.00								
01029 SPRINT PO MANAGEMENT	12-01819 12/07/12 Monthly Service	1 Monthly Service	165.35		2-01-26-765-029	B OTHER CONTRACTUAL ITEMS	R	12/07/12 01/23/13	994742808-034		N

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01156 HESS CORPORATION	13-00069 01/08/13 HESS GAS CHARGES /DECEMBER												
	1 613984/614280 12 MERCEDES DR		1,376.49	2-01-31-829-078		B NATURAL GAS - 12 MERCEDES	R	01/08/13	01/23/13	DECEMBER		N	
	2 613984/614282 1 MEMORIAL DR SR		324.36	2-01-31-829-086		B NATURAL GAS - ONE MEMORIAL	R	01/08/13	01/23/13	H13354410+		N	
	3 613984/614275 RAILROAD AVE		185.14	2-01-31-829-070		B NATURAL GAS	R	01/08/13	01/23/13	H13354410+		N	
	4 613984/614276 W.GRAND AVE		473.24	2-01-31-829-070		B NATURAL GAS	R	01/08/13	01/23/13	H13354410+		N	
	5 613984/614277 159 CHESTNUT RDG		195.51	2-01-31-829-070		B NATURAL GAS	R	01/08/13	01/23/13	H13354410+		N	
	6 613984/614279 VLY VIEW TERR		4.38	2-01-31-829-070		B NATURAL GAS	R	01/08/13	01/23/13	H13354410+		N	
	7 613984/614281 43 HUFF TERR		0.52	2-01-31-829-070		B NATURAL GAS	R	01/08/13	01/23/13	H13354410+		N	
			2,559.64										
13-00076 01/09/13 HESS GAS CHARGES /DECEMBER													
	1 613984/614278 31 W GRAND AVE		331.38	2-01-31-829-070		B NATURAL GAS	R	01/09/13	01/23/13	H13357504		N	
13-00106 01/15/13 HESS ELECTRIC CHARGES/DEC.													
	1 0128933004 KINDERKAWACK RD		168.50	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	DECEMBER		N	
	2 0563019009 GRAND SOKP 67/62		18.16	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	3 0590933001 35 W GRAND FIRE		338.80	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	4 0611933003 MEMORIAL DPW		495.97	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	5 0653933003 GRAND OTHR MTLBX		7.99	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	6 0700055009 HUFF TER PUMP		141.24	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	7 0758933005 MEMORIAL SHED 1		0.15	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	8 0787127002 GRAND SOKP 75/77		10.90	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	9 1451933002 MEMORIAL SHED 2		459.60	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	10 1619931002 VALLEY VIEW TER		301.69	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	11 1908079006 MEMORIAL GATE TRFC		0.07	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	12 2310843006 ALAYNA ASSOC		16.95	2-01-38-854-029		B OTHER CONTRACTUAL ITEMS	R	01/15/13	01/23/13	ES13697188+		N	
	13 4725845003 SUMMIT UNMTR 1		0.97	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	14 5103845008 CHESTNUT OTHR UNMTR		69.39	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	15 5208845000 159 CHESTNUT RDG		28.24	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	16 5985845006 CHESTNUT RDG MTLBX		86.67	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	17 8822932014 12 MERCEDES DR		3,824.30	2-01-31-825-078		B ELECTRICITY - 12 MERCEDES	R	01/15/13	01/23/13	ES13697188+		N	
	18 8906935008 E GRAND UNMTR		6.79	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	19 9494934001 S MIDDLETON RD		227.06	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	20 9515932009 GRAND OTHR UNMTR		62.22	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	21 9534844006 SPRING VALLEY RD TF		18.16	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	22 9767932024 CHESTNUT RDG TFLT		19.65	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	
	23 0632933003 W GRAND UNMTR		0.97	2-01-31-825-071		B ELECTRICITY	R	01/15/13	01/23/13	ES13697188+		N	

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03630 ATLANTIC SALT, INC	12-01618 11/08/12 200 tons of salt	1 200 tons of salt	10,477.90	2-01-26-765-030	B MATERIALS & SUPPLIES	R	11/08/12 01/23/13		39218+39107+392	N
	Vendor Total:		10,477.90							
03672 PRECISION WHOLESALE DISTR	12-01910 12/20/12 Cleaning supplies for trucks	1 Cleaning supplies for trucks	263.79	2-01-26-765-030	B MATERIALS & SUPPLIES	R	12/20/12 01/23/13		6721634	N
	Vendor Total:		263.79							
03682 CRUISE, E. K.	13-00084 01/11/13 REIMB NEW EQUIP	1 REIMB NEW EQUIP	130.95	3-01-25-745-271	B CRUISE, EARL - CLOTHING	R	01/11/13 01/23/13		REIMB.EQUIPM.	N
13-00114 01/17/13 VISION 2012	1 VISION 2012		469.00	2-01-23-733-088	B VISION	R	01/17/13 01/23/13		VISION	N
	Vendor Total:		599.95							
03704 ALLEN TERMITE & PEST CONTR.INC	12-00160 01/23/12 PEST CONTROL - 2012	11 PEST CONTROL - NOVEMBER	195.00	2-01-26-772-029	B OTHER CONTRACTUAL ITEMS	R	04/24/12 01/23/13		NOVEMBER	N
	Vendor Total:-		195.00							
03727 STAPLES ADVANTAGE	12-01291 08/23/12 Office Supplies	1 Office Supplies	23.05	2-01-42-855-036	B OFFICE SUPPLIES	R	08/23/12 01/23/13		3181489587+	N
		2 Office Supplies	24.97	2-01-41-250-036	B OFFICE SUPPLIES	R	08/23/12 01/23/13		3180489588+	N
			48.02							
12-01616 11/08/12 SUPPLIES PL BD AND ADMINSTR.	1 TYLENOL/POP-UP NOTES/DESK PAD	2 HEAVY DUTY CALCULATOR	35.28	2-01-20-701-036	B OFFICE SUPPLIES	R	11/08/12 01/23/13		3187302773+	N
			69.39	2-01-21-720-036	B OFFICE SUPPLIES	R	11/29/12 01/23/13		3187302773+	N
			104.67							

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03727 STAPLES ADVANTAGE											
12-01631 11/09/12 PD OFFICE SUPPLIES		Continued									
1 PD OFFICE SUPPLIES		186.27	2-01-25-745-036		B OFFICE SUPPLIES	R	11/09/12 01/23/13			3185896134+	N
2 ADOBE ACROBAT XPRO UPGD 20300		195.57	2-01-25-745-036		B OFFICE SUPPLIES	R	11/09/12 01/23/13			3185896134+	N
		381.84									
12-01810 12/06/12 OFFICE SUPPLIES											
1 office supplies		59.50	2-01-27-785-036		B OFFICE SUPPLIES	R	12/06/12 01/23/13			3187753429	N
12-01827 12/10/12 OFFICE SUPPLIES											
1 POP UPS		11.80	2-01-22-725-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
2 FILE LABELS		5.26	2-01-22-725-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
3 FILE JSCKETS		29.89	2-01-22-725-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
4 FILE FOLDERS		51.80	2-01-22-725-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
5 PLATES		16.91	2-01-20-701-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
6 TYVEK ENVELOPES		127.23	2-01-20-701-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
7 ENVELOPES		75.05	2-01-20-701-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
8 ENVELOPES		110.50	2-01-21-720-036		B OFFICE SUPPLIES	R	12/10/12 01/23/13			3188143133	N
		428.44									
12-01835 12/11/12 chairs											
1 chairs		154.56	2-01-20-701-036		B OFFICE SUPPLIES	R	12/11/12 01/23/13			3188143134	N
12-01841 12/11/12 PD OFFICE SUPPLIES											
1 PD OFFICE SUPPLIES		101.02	2-01-25-745-036		B OFFICE SUPPLIES	R	12/11/12 01/23/13			3188143135	N
12-01892 12/19/12 OFFICE SUPPLIES											
1 OFFICE SUPPLIES		65.70	2-01-20-705-036		B OFFICE SUPPLIES	R	12/19/12 01/23/13			3188559233+34+3	N
12-01894 12/19/12 OFFICE SUPPLIES											
1 OFFICE SUPPLIES		35.49	2-01-20-701-036		B OFFICE SUPPLIES	R	12/19/12 01/23/13			3188559236	N
12-01895 12/20/12 office supplies											
1 office supplies		23.72	2-01-42-855-036		B OFFICE SUPPLIES	R	12/20/12 01/23/13			3188559237	N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Enc Date Date	Chk/Void Date Date	Invoice	1099 Excl
03727 STAPLES ADVANTAGE	12-01895 12/20/12 office supplies	2 office supplies	Continued 25.69 49.41	2-01-41-250-036	B OFFICE SUPPLIES	R	12/20/12 01/23/13		3188559237	N
Vendor Total:			1,428.65							
03744 KATY HOMEOWNERS ASSOCIATION	12-01905 12/20/12 SNOW REMOV. & STR. LTS MAX 2012	1 SNOW REMOVAL @ MAXIMUM 2012	950.00	2-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	12/20/12 01/23/13		2012	N
		2 STREET LIGHTING @ MAXIMUM 2012	866.51	2-01-38-854-029	B OTHER CONTRACTUAL ITEMS	R	12/20/12 01/23/13		2012	N
Vendor Total:			1,816.51							
03857 PROGRESSIVE BUS. COMPLIANCE	12-01872 12/17/12 NJ Updates for Compliance	1 NJ Updates Services	39.95	2-01-20-701-033	B BOOKS & PUBLICATIONS	R	12/17/12 01/23/13		396820	N
Vendor Total:			39.95							
Total Purchase Orders: 134 Total P.O. Line Items: 249 Total List Amount: 212,411.91 Total Void Amount: 0.00										

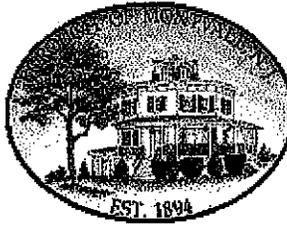
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total
CURRENT FUND 2012 BUDGET	2-01	126,666.20	0.00	126,666.20	0.00
CURRENT FUND 2012 BUDGET	3-01	64,594.17	0.00	64,594.17	0.00
CAPITAL FUND	C-04	780.06	0.00	780.06	0.00
BANK OF AMERICA ESCROW ACCOUNT	E-08	16,822.50	0.00	16,822.50	0.00
OTHER TRUST ACCOUNT	T-03	994.00	0.00	994.00	0.00
DOG TRUST ACCOUNT	T-12	925.00	0.00	925.00	0.00
UNEMPLOYMENT TRUST ACCOUNT	T-13	149.98	0.00	149.98	0.00
OPEN SPACE TRUST ACCT	T-14	1,480.00	0.00	1,480.00	0.00
Year Total:		3,548.98	0.00	3,548.98	0.00
Total of All Funds:		212,411.91	0.00	212,411.91	0.00

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
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

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: _____

Maureen Iarossi

From: Angela Musella <armusella@yahoo.com>
Sent: Thursday, January 10, 2013 5:07 PM
To: Maureen Iarossi Aiwan
Subject: Bloodborne Pathogen Proposal
Attachments: MONTVALE BLOODBORNE PATHOGEN TRAINING CONTRACT PROPOSAL.doc

Hi Maureen,

It was so nice speaking with you the other day.

Please find attached a proposal for Blood borne Pathogen Training from Northwest Bergen Regional Health Commission. Although it doesn't specify in the proposal, Dawn Snyder, our Health Educator, will assist you in promoting the trainings by creating program flyers for posting/distribution. Also, as I stated in our phone conversation, since we have contracts with Ho-Ho-Kus, Waldwick and Old Tappan, your employees would be welcomed to attend the training programs in those boroughs if they miss the training (s) in Montvale.

Northwest Bergen Regional Health Commission does not provide the Hepatitis B vaccination. However, I doubt that you have many employees who actually need it any more and if you do have someone who needs the Hepatitis B vaccine there are many options that can be discussed for getting them vaccinated.

Thank you very much for requesting a proposal from Northwest Bergen Regional Health Commission for Bloodborne Pathogen Training and please do not hesitate to contact me if you have a question.

Best Regards,
Angela

Angela R. Musella, MA, CHES
Health Officer
Northwest Bergen Regional Health Commission
20 West Prospect St.
Waldwick, NJ 07463
ph: 201-445-7217
fax: 201-445-4001
www.nwbrhc.org

PLEASE TAKE A MOMENT TO "LIKE" US ON FACEBOOK!!!
www.facebook.com/NWBRHC

CONTRACT FOR BLOODBORNE PATHOGEN TRAINING AND EDUCATION SERVICES

THIS CONTRACT made and entered into this **1st** day of **January 2013**, by the _____ and between Northwest Bergen Regional Health Commission, hereafter referred to as the Provider, and the _____ hereinafter referred to as the Recipient.

WHEREAS, the Recipient desires to contract with the Provider for furnishing to the Recipient health services of a technical and professional nature as hereinafter set forth:

NOW, THEREFORE, it is understood and agreed as follows:

1. The Provider will provide qualified personnel to conduct # of Training Programs requested Bloodborne Pathogen training and education programs per year. Training will be conducted according to employees' availability and will include the following information:

I. INTRODUCTION

1. Introduction to the Bloodborne Pathogens Standard.
 - a. Mandated annual training and education program for "at risk" employees.
 - b. Mandated availability of the Hepatitis B vaccine for "at risk" employees.
 - c. Exposure Control Plan.

II. THE BLOODBORNE PATHOGENS

1. HIV and AIDS
 - a. A brief overview of disease pattern.
 - b. Method of transmission.
2. HEPATITIS B
 - a. Statistics (i.e. 300,000 new cases/year)
 - b. A brief overview of disease pattern
 - c. Methods of transmission.
 - d. Hepatitis B vaccine- i.e. done in 3 shot series, who should get it, side effects.

III. WORKPLACE CONTROL STRATEGIES

1. Universal Precautions
2. Engineering Controls.
3. Personal Protective Equipment (PPE).
4. Work Practice Controls
5. Housekeeping and decontamination.

IV. HANDLING EXPOSURE INCIDENTS

V. EXPOSURE CONTROL PLAN

VI. POST-TEST AND REVIEW OF ANSWERS

2. In consideration of the faithful performance by the Provider of its agreement herein, the Recipient covenants and agrees to pay the Provider the sum of \$_____ (\$333.00/Training Program) payable in advance by January 31, 2013.

3. The Recipient shall indemnify and hold the Provider harmless from any and all claims or liabilities arising out of the activities of the Recipient, its employees and agents, in connection with all activities undertaken by the Recipient pursuant to this contract.

4. It is the intention of the parties that any claim for relief of any type being asserted against the Provider based upon any act or omission of the Recipient, shall not be the responsibility of the Provider and the Recipient shall hold the Provider harmless from same.

5. It is understood and agreed by and between the parties hereto that this contract shall become effective on the 1st day of January 2013 and terminate on December 31, 2013.

IN WITNESS WHEREOF each party has caused its authorized officials to sign and seal this Agreement on its behalf this _____ day of _____, _____.

NAME OF ORGANIZATION

President
Northwest Bergen Regional Health Commission

Secretary
Northwest Bergen Regional Health Commission

BOROUGH OF MONTVALE

ORDINANCE NO.

AN ORDINANCE OF THE BOROUGH OF MONTVALE, COUNTY OF BERGEN, STATE OF NEW JERSEY, SUPPLEMENTING THE BOROUGH CODE TO ADD A NEW CHAPTER 90B ENTITLED, "RECREATION"

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

Section 1. The Code of the Borough of Montvale is hereby supplemented by adding a new Chapter 90B, "Recreation," as follows:

Article I – Recreation Director

- §90B-1. Creation of position.**
- §90B-2. Appointment; term; removal from office.**
- §90B-3. Compensation.**
- §90B-4. Qualifications; residence.**
- §90B-5. Powers, duties and responsibilities.**

§90B-1. Creation of position.

The position of Recreation Director in the Borough of Montvale is hereby created.

§90B-2. Appointment; term; removal from office.

- A. The Recreation Director shall be appointed annually by the Mayor and Council.
- B. Unless removed in accordance with this section, the term of the Recreation Director shall be one year.
- C. Notwithstanding the foregoing, the Recreation Director shall serve at the pleasure of the Mayor and Council.

§90B-3. Compensation.

The salary of the Recreation Direction shall be as set forth in the Borough's salary ordinance.

§90B-4. Qualifications; residence.

The Director of Recreation shall be a trained, experienced executive, thoroughly versed in modern recreation theory and practice. The Recreation Director need not be a resident of the Borough or of the State.

§90B-5. Powers, duties and responsibilities.

The Recreation Director shall be under the direct supervision and control of the Borough Administrator, subject to the oversight of the Mayor and Council. The Recreation Director shall have such powers and responsibilities, and shall perform such duties as, but not limited to, the following:

- A. Administering, planning, supervising and conducting programs and activities of the Borough's public playgrounds, athletic fields, recreation centers and other recreational facilities and any of the properties owned and controlled by the Borough, including, but not limited to, recreational programs, cultural activities, youth programs and the summer camp, in conjunction with the Recreation Committee, subject to formal approval by the Mayor and Council.
- B. Planning and promoting the immediate and long-term recreational needs of the Borough.
- C. Recommending the hiring of such counselors, supervisors, play leaders and other personnel as the Council may from time to time deem appropriate.
- D. Serve as a member of and attend all meetings of the Recreation Committee.
- E. Providing quarterly reports in writing to the Mayor and Council detailing such information as is requested by the Mayor and Council, including but not limited to revenues, expenditures, program attendance, upcoming programs, and any staffing recommendations for upcoming programs.
- F. Attending meetings of the Mayor and Council upon request.
- G. In conjunction with the Recreation Committee, providing an annual report to the Mayor and Council, no later than December 31 of each year, containing a comprehensive and detailed report covering operations, receipts, disbursements and expenditures for the full year, including a short- and long-term plan for the Recreation Department.

Article II – Recreation Committee

- §90B-6. **Creation.**
- §90B-7. **Composition; terms of office.**
- §90B-8. **Organization.**
- §90B-9. **Purpose; duties; responsibilities.**
- §90B-10. **Studies; recommendations and reports.**
- §90B-11. **Submission of annual report to Mayor and Council; contents.**

§90B-6. **Creation.**

There is hereby created in the Borough of Montvale a Recreation Committee.

§90B-7. **Composition; terms of office.**

The Recreation Committee shall consist of such members as shall be appointed by the Mayor, along with the Recreation Director. However, the Recreation Committee shall consist of no fewer than five (5) members, exclusive of the Recreation Director. Each member of the Recreation Committee shall be an annual appointment. A member of the Borough Council shall serve as liaison to the Recreation Committee but shall not be a member of said Committee.

§90B-8. **Organization.**

- A. The Recreation Committee shall select from among its members one individual to serve as Chairperson of the Board. The Chairperson shall preside over all meetings of the Recreation Committee and shall sign all official papers presented to the Committee. The Chairperson shall also perform all other functions usually attributed to the position.
- B. The Recreation Committee may also appoint a Vice-Chairperson to fulfill the duties of the Chairperson in his/her absence.
- C. The Committee shall also select from among its members one individual to serve as the Field Coordinator. The Field Coordinator shall be responsible for such responsibilities over the Borough's fields as shall be assigned by the Recreation Committee and Recreation Director.
- D. None of the aforementioned positions shall be filled by the Recreation Director.

§90B-9. **Purpose; duties; responsibilities.**

- A. The purpose of the Recreation Committee is to assist the Recreation Director and the Mayor and Council in administering, planning, supervising and conducting programs

and activities of the Borough's public playgrounds, athletic fields, recreation centers and other recreational facilities and any of the properties owned and controlled by the Borough, including, but not limited to, recreational programs, cultural activities, youth programs and the summer camp, subject to formal approval by the Mayor and Council.

- B. The Recreation Committee shall make recommendations to the Mayor and Council regarding recreational programs, personnel and facilities, the development of new initiatives, and the management of existing programs in the Borough of Montvale.
- C. The Recreation Committee shall advise the Recreation Director and the Mayor and Council in the preparation of the annual budget for the Recreation Department.
- D. The Recreation Committee shall maintain communication with recreational quasi-municipal organizations in order to coordinate the use of facilities and establish consistent policies and cooperation among the various groups.
- E. The Recreation Committee shall develop guidelines for the recreational use of playgrounds and recreational facilities in the Borough consistent with rules governing the use thereof as may be adopted from time to time by the Mayor and Council.
- F. The Recreation Committee shall advise the Mayor and Borough Council of any opportunities or needs that should be addressed in the area of recreation.
- G. The Recreation Committee shall maintain communication with other municipal bodies, such as the library and the schools, to minimize duplication of efforts and to foster joint programs.
- H. The members of the Board of Recreation are to maintain the ethical standards of the position of trust to which they have been appointed. Any ethical breach or conduct unbecoming of a member of the Board shall be reported immediately to the Mayor and Board of Commissioners for appropriate action, including, but not limited to, removal from the Board as permitted by law.
- I. All decisions and/or recommendations made by the Recreation Committee, including whether to offer particular programs, program fees and personnel decisions are subject to approval by the Mayor and Council.

§90B-10. Studies; recommendations and reports.

- A. The Recreation Committee may make recommendations to the Mayor and Borough Council as to the establishment of any new staff positions it deems necessary for the successful operation of the Borough's recreational programs. The responsibility for the hiring of such employees shall be vested with the Mayor and Borough Council and any such employees shall be under the immediate supervision of the Recreation Director, who in turn shall be under the supervision of the Borough Administrator.

- B. On or before January 15 of each year, the Recreation Committee, in cooperation with the Recreation Director shall prepare and submit to the Borough Administrator a proposed budget for the Borough's recreation program. Prior thereto, the Recreation Committee shall obtain and review budget requests from each of the various recreational program organizations which shall be used in the budget preparation process. The budgetary requests from the various recreational organizations shall also be submitted to the Borough Administrator for the purpose of substantiating the Recreation Committee's suggested budget.
- C. The Recreation Committee shall also study such matters as may be referred to it by the Mayor and Borough Council and shall report its findings and conclusions thereon, in writing, to the Mayor and Borough Council as soon as reasonably possible.

§90B-11. Submission of annual report to Mayor and Council; contents.

In conjunction with the Recreation Director, the Committee shall provide an annual report to the Mayor and Council, no later than December 31 of each year, containing a comprehensive and detailed report covering operations, receipts, disbursements and expenditures for the full year, including a short- and long-term plan for the Recreation Department.

Section 2. Effect of invalidation. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. Repeal of inconsistent ordinances. All ordinances or parts of ordinances of the Borough of Montvale which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 4. Effective date. This ordinance shall take effect immediately upon its passage and publication as required by law.

ROGER FYFE, Mayor

ATTEST:

MAUREEN IAROSSO-ALWAN, RMC, CMC
Borough Clerk

INTRODUCED:

ADOPTED:

APPROVED:

Applicant ID: 003-47610-00
 Bundle #: PA-02-NJ-4021-State-0050
 (49)

Applicant: MONTVALE

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-02-NJ-4021-PW-03701(0)	D	N	02-28-2013	200,769.58

Facility Number: 1

Facility Name: Gabion Wall and Exposed Sewer Pipe

Location: Pascack Brook in Montvale

WORK TO BE COMPLETED:

The basic object of this project is to repair the "damaged" gabion wall running along the east side of the Pascack Brook. In order to make the repairs to the damaged Gabion Wall, the original "path of flow" for the Brook will have to be restored. The original "path of flow" for the brook was filled with materials that were deposited during the flood event from upstream erosion. In order to restore this site to pre-disaster conditions the following work will need to be accomplished:

- (1) The original Pascack Brook "path of flow" will have to be restored by removing all of the fill materials from same (2308 CY)
- (2) The existing Gabion wall will have to be repaired (108 Gabion baskets)
- (3) The current temporary "path of flow" will have to be refilled to restore the site to pre-disaster conditions (2115 CY)

In order to make the repairs to the gabion wall and again cover the exposed sewer pipe, work needs to be accomplished in phases. The first phase is to remove the fill deposited in the original brook's "path of flow". To accomplish this, the following needs to occur:

1. Construct a temporary access road on the west side of the brook for equipment to remove fill from the original brook's "path of flow"
2. Construct a temporary cofferdam to prevent water flowing into the original path as fill is being removed
3. Construct a temporary "offsite" materials storage area to receive the excavated fill
4. Remove the fill (2308 CY) and transport it to the temporary "offsite" staging area.

The second phase is to repair the damaged Gabion Wall 72 LF across. The wall is made up of gabion baskets which are 4 ft L x 2 ft W x 2 ft H. The wall consists of 3 levels (3 wide on bottom level, 2 wide on second level, and 1 on top). The wall construction consists of 6 baskets for 4 LF of wall totaling 18 runs @ 6 Baskets each = 108 baskets or 64 CY.

To accomplish this:

1. The temporary Cofferdam will be removed allowing the "path of flow" to now use the original stream path.
2. Construct a temporary access road on the east side of the brook for equipment to reach the Gabion Wall and the area where fill will be returned to the current path.
3. Removal of damaged gabion baskets existing on each end of the wall and damaged baskets still in the brook = 52 baskets (32 CY)
4. Replace gabion baskets (108) in damaged area connecting to existing undamaged gabion walls on each side to form a continuous wall (pre-disaster condition).

The third phase consists of fill replacement in the current brook path 280LF x 34 ft W x 6 ft deep = 2115 CY of fill materials. Existing in the path are 2 tree stumps where ground eroded around them and should be removed before fill is replaced into the area. To accomplish this phase:

1. Remove 2 tree stumps hanging off the side of the east bank.
2. Haul 2115 CY of various types of fill back into the current brook "path of flow"
3. Remove both East and West side access roads, restore and repairing any damage incurred

PROJECT NOTES:

1. The fill that will be hauled and placed back into the brook at the current stream "path of flow" location will be the same fill that was removed from the original brook "path of flow" at the temporary staging area. No fill from other locations or vendors is required for this project.
2. The costs derived for this worksheet come from RS Means Costworks 2012, with weighted local area factors applied to the data. The Project Specialist provided the base Project SOW and quantities used in preparation by the FEMA CEF team.

3. This Project Worksheet establishes a cost basis for work to be performed at the damaged facility with the understanding that the actual work performed will be based on permits and decisions made between the Applicant and New Jersey Department of Environmental Protection (NJDEP) which may result in an alternate project.

4. The Applicant has not provided exact costs required from NJDEP for permits and inspections. NJDEP may decide that the proposed work of this Worksheet is not the appropriate work to be performed at this damaged facility and direct the borough to consider an alternate project or Scope of Work.

5. The Project Specialist has reviewed 100% of the source documentation presented by the Applicant to determine eligible expenses incurred and it appears to be accurate and reasonable as presented.

6. The costs as listed on this project worksheet are the recommended estimates for the claimed damages associated with the project and are subject to review and/or revision by FEMA.

The sub-grantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other sub-grantee activities and are not included in any approved indirect cost rates.

No cost effective mitigation opportunities were identified by applicant or project specialist.

Complete records and cost documents for all approved work must be maintained for at least 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

If applicable to this project, The applicant is required to adhere to State Government Procurement rules and regulations and maintain adequate records to support the basis for all purchasing of goods and materials and contracting services for projects approved under the Public Assistance program, as stated in 44 CFR 13.36. The applicant has advised they have/will follow their normal procurement procedures.

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	200,769.58	0.00	200,769.58
Federal Share (\$)	150,577.19	0.00	150,577.19

BOGGIA & BOGGIA, L.L.C.

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15 January 2013

via regular mail

Thomas Ellis

Sr. District Manager

Waste Management of New Jersey, Inc.

77 Brookside Place

Hillsdale, New Jersey 07642

**RE: WM Contract with the Borough of Montvale
Potential Extension of Contract &
Inclusion of Collection Services at Four Seasons at Ridgmont Complex**

Dear Mr. Ellis,

This firm represents the Borough of Montvale, with whom Waste Management presently holds a contract for solid waste collection and disposal services. I am writing this letter as a follow-up to a recent meeting between a Waste Management representative and Robert Culvert, DPW Superintendent for the Borough of Montvale. As you may know, the present contract between the Borough and Waste Management is due to expire on August 31, 2013. Pursuant to Article 25 of the contract, however, the parties may execute a mutual option to extend the contract for an additional two (2) years. The Borough is interested in discussing such an extension.

In connection with that decision, however, the Borough would like to discuss the possibility of adding solid waste and recyclable materials collection and disposal services for the Four Seasons at Ridgmont Condominium Complex, which is located off of Chestnut Ridge Road. The complex, which is only partly complete, will contain approximately 72 units (6

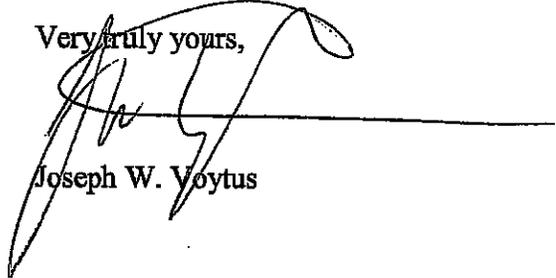
buildings) located in the Borough of Montvale. An additional 36 units in the Borough of Woodcliff Lake will be addressed separately by that municipality. Presently, all solid waste and recyclables are stored in dumpsters underneath the buildings and accessed through an automatic garage door.

At the meeting with Montvale's DPW Superintendent, it was represented that Waste Management would have no trouble collecting garbage from these locations, assuming the driver is provided with a key to access the basement area. I would appreciate if you would confirm that this is possible, so that we can make arrangements to commence collection services at the Four Seasons.

I would appreciate if you could contact either myself or Robert Culvert, DPW Superintendent, at your earliest convenience to discuss this matter further. As soon as the details of that matter are concluded, I would be happy to speak to you regarding the terms of an extension of our contract with Waste Management.

Thank you in advance for your cooperation. I look forward to speaking with you further regarding this issue.

Very truly yours,



Joseph W. Voytus

cc: Robert Culvert, DPW Superintendent
Maureen Iarossi-Alwan, Administrator/Clerk

FOUR SEASONS
HOMEOWNERS ASSOCIATION
511 Four Seasons Lane
Montvale, NJ 07645
201-483-3686
fghutter@msn.com

January 10, 2013

Mayor & Council
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645

Subject: Municipal Services Act - Four Seasons at Ridgmont Community

Honorable Mayor Roger J. Fyfe:
Members of the Council:

On October 17, 2012 I, along with three other members of our Four Seasons Homeowners Association, met with Administrator Maureen Iarossi-Alwan, Public Works Superintendent Robert Culvert and Montvale legal counsel to discuss the implementation of municipal services to be provided to our community. Specifically, trash and recycling services, snow plowing and street lighting costs.

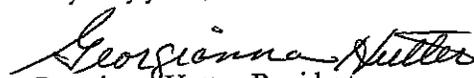
At the time we were advised that your vendor, Waste Management, would not be able to collect wet garbage and recyclables from our individual buildings as our collection areas are housed within the buildings and are accessed through the enclosed/secured parking garages. That being said, we replied that we would accept and actually prefer reimbursement from the town as the alternative for this service and which is delineated in the Municipal Services Act (MSA). The Montvale representatives said they would research the issue as well as contact Waste Management as to a per-unit cost in order to determine a reimbursement figure. Also discussed and to have been determined, was the street lighting refund (number of lights according to town specs and cost per light). Snow plowing did not appear to be at issue at this time and since then; we did have the town salt spreader come through our street during the last storm.

To date, we have not heard back from Montvale and when our Property Manager, Gary McHugh, contacted Ms. Alwan he was told that the town did not have any information from Waste Management. It's been three months and obviously more than enough time for Montvale to reply and comply.

The point of this correspondence is to get the issue addressed and resolved since we are generating substantial tax revenue to Montvale and not receiving full service/reimbursement as prescribed in the MSA. Our community is more than half occupied and our residents have been advised of the situation regarding their taxes and services.

Thanking you in advance for your prompt attention, I remain

Very truly yours,


Georgianna Hutter, President

cc: Maureen Iarossi-Alwan