

**AGENDA**  
**WORK SESSION MEETING**  
**BOROUGH OF MONTVALE**  
**Mayor and Council Meeting**  
**Tuesday, June 30, 2020**  
**Meeting to Commence 7:30 P.M.**  
**(No Closed Executive Session)**

**ROLL CALL:**

Councilmember Arendacs	Councilmember Lane
Councilmember Curry	Councilmember Roche
Councilmember Koelling	Councilmember Russo-Vogelsang

**Montvale Troop 334 Boy Scout Varun Gawthaman/Eagle Scout Project** requesting approval to "Enclose the Plastic Bag Recycle Area at the Montvale Recycle Center" with walls to keep out rain/snow.

**Special Presentation by Riley Solomon, Diversity Committee**

**ORDINANCES:**

**INTRODUCTION ORDINANCE NO. 2020-1484** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 4 OF THE BOROUGH CODE TO PROHIBIT THE CONSUMPTION OF ALCOHOL AND THE POSSESSION OF OPEN ALCOHOL CONTAINERS IN PUBLIC PLACES

(public hearing 7-14-20)

**PUBLIC HEARING ORDINANCE NO. 2020-1483** AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 109, "STREETS AND SIDEWALKS," TO REQUIRE THE UTILIZATION OF MONTVALE POLICE OFFICERS FOR TRAFFIC CONTROL PURPOSES

**MINUTES:**

May 26, 2020  
June 9, 2020

**CLOSED/EXECUTIVE MINUTES:**

None.

**RESOLUTIONS: (CONSENT AGENDA\*)**

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

- 110-2020 To Confirm Endorsement Of Community Development Block Grant CBDG COVID-19 Community Development Block Grant Funding Reimbursement For Cares Act Signed Into Law March 27, 2020.
- 111-2020 A Resolution Authorizing Inclusion In the Bergen County Community Development Program
- 112-2020 A Resolution Authorizing Execution Of An Agreement With the County of Bergen To Supersede The Cooperative Agreement Dated July 1, 2000 And Amendments Thereto Establishing The Bergen County Community Development Program
- 113-2020 Bergen Municipal Employee Benefits Fund Resolution To Renew
- 114-2020 2020-2022 County of Bergen Municipal Snow Plow Agreement

**RESOLUTIONS: (CONSENT AGENDA\*) Continued**

- 115-2020 A Resolution Awarding a Contract to Asphalt Paving Systems, Inc. Pursuant to State Contract T-2507 for the Provision of Micro-Surfacing Services in Connection with the 2020 Roadway Improvements Program
- 116-2020 Award Professional Service Contract /Engineering Services/Authorization To Bid FY2020 NJDOT Municipal Aid/Paragon Drive & Phillips Parkway/Maser Consulting
- 117-2020 Award Professional Service Contract /Construction Observation Services//Maser
- 118-2020 Authorize Release of Escrow / L & M Developers, LLC/Block 1704/Lot 17
- 119-2020 Authorize Refunds of Adventure/Summer Camp Programs
- 120-2020 Authorize Contract Health Awareness Regional Program (HARP) / Hackensack Meridian Health / Hackensack University Medical Center

**BILLS:**

**ENGINEER'S REPORT:**

Andrew Hipolit

Report/Update

- a. Municipal Complex Parking Lot/Stormwater Improvements/Proposed Section Of Paving/Phase I/Change Order 2020 Road Program
- b. Upgrades To LaTrenta's Current Project/ Sprinklers/Open Space Trust Fund Account

**ATTORNEY REPORT:**

Joe Voytus, Esq.

Report/Update

- a. Discussion/Montvale Solid Waste & Recycling Collection & Disposal Contract 2020/Re-Review of Bid & Recommendation of Award/Alternate A/Summer Collection June, July & August/Alternate B/Recycling Collection Every Week
  - 1) Decision/Adoption/Approving Resolution- 2 Samples Provided

**UNFINISHED BUSINESS:**

None.

**NEW BUSINESS:**

None.

**COMMUNICATION CORRESPONDENCE:**

None.

**MEETING OPEN TO THE PUBLIC:**

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

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

**MEETING CLOSED TO THE PUBLIC:**

**ADJOURNMENT:**

The next Regular Meeting of the Mayor and Council will be held July 14, 2020

**\*\*\*\*\*Disclaimer\*\*\*\*\***

**Subject to Additions And/Or Deletions**

**BOROUGH OF MONTVALE  
ORDINANCE NO. 2020-1484**

**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 30<sup>th</sup> day of June 2020, 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 14<sup>th</sup> day of July 2020, 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 OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 4 OF THE BOROUGH CODE TO PROHIBIT THE CONSUMPTION OF ALCOHOL AND THE POSSESSION OF OPEN ALCOHOL CONTAINERS IN PUBLIC PLACES**

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

**Section 1.** Chapter 4, "Alcoholic Beverages," of the Borough Code is hereby amended and supplemented by adding a new Article III, "Public Consumption," as follows:

**Article III – Public Consumption**

- §4-28 Definitions.**
- §4-29 Public consumption restricted.**
- §4-30 Possession; presumption of intent.**
- §4-31 Exception.**
- §4-32 Violations and penalties.**

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**Article III – Public Consumption**

**§4-28 Definitions.**

As used in this Article, the following terms shall have the meanings indicated:

**ALCOHOLIC BEVERAGE** - Any liquid intended for human consumption containing more than one-half of one percent (1/2 of 1%) of alcohol by volume.

**PUBLIC PLACE** - A place to which the public or a substantial group of persons has access, including but not limited to any highway, street, road, sidewalk, parking area, shopping area, place of amusement, playground, park or beach located within the Borough, except that the definition of a "public place" shall not include those premises duly licensed for the sale and consumption of alcoholic beverages on the premises or within their own private property.

**§4-29 Public consumption prohibited.**

No person shall drink or consume an alcoholic beverage or possess, with intent to drink or consume, an open container containing an alcoholic beverage in any public place except at a block party, festival or similar function for which a permit has been issued by the Borough.

**§4-30 Possession; presumption of intent.**

Possession of an open container containing an alcoholic beverage by any person shall create a rebuttable presumption that such person did intend to consume the contents thereof in violation of this Article.

**§4-31 Exception.**

Nothing in this Article shall be deemed to prohibit the consumption of an alcoholic beverage in any duly-licensed establishment whose certificate of occupancy extends upon a street.

**§4-32 Violations and penalties.**

Any person who violates the provisions of this Article shall be punished as provided in Chapter 1, Article II, General Penalty.

**Section 2. Severability.**

If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.

**Section 3. Effective date.**

This Ordinance shall take effect immediately upon adoption and publication as required by law.

**Section 4. Repeal of inconsistent ordinances.**

All ordinances and parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

\_\_\_\_\_  
Michael Ghassali, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Larossi-Alwan, RMC  
Municipal Clerk

INTRODUCED: 6-30-2020

Councilmember	Yes	No
Arendacs		
Curry		
Koelling		
Lane		
Roche		
Russo-Vogelsang		

ADOPTED: 7-14-2020

Councilmember	Yes	No
Arendacs		
Curry		
Koelling		
Lane		
Roche		
Russo-Vogelsang		

**BOROUGH OF MONTVALE  
ORDINANCE NO. 2020-1483**

**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 9<sup>th</sup> day of June 2020, 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 30<sup>th</sup> day of June 2020, 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 OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 109, "STREETS AND SIDEWALKS," TO REQUIRE THE UTILIZATION OF MONTVALE POLICE OFFICERS FOR TRAFFIC CONTROL PURPOSES**

**WHEREAS**, it is necessary to establish controls and regulations directed toward the safe and expeditious movement of traffic through construction and maintenance zones throughout the Borough of Montvale; and

**WHEREAS**, the Borough of Montvale hereby finds and declares that problems of traffic control occur when traffic must be moved through or around street construction, maintenance operations and utility work, above and below ground, which requires blocking streets and obstructing the normal flow of traffic, and that such obstructions are or can become dangerous when not properly controlled; and

**WHEREAS**, in order to better promote the public health, safety, peace and welfare, it is necessary to enact appropriate guiding principles so that the aforementioned potential problems may be prevented and avoided.

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Borough of Montvale as follows:

**Section 1.** Chapter 109 of the Borough Code is hereby amended and supplemented by adding a new Article X, "Traffic Control Management," as follows:

**Article X**

**Traffic Control Management**

- §109-72 Purpose.**
- §109-73 Adoption of standards.**
- §109-74 Preconstruction meetings.**
- §109-75 Utilization of Montvale Police Officers for traffic control required.**
- §109-76 Violations and penalties.**

**§109-72 Purpose.**

The purpose of this Article is to establish controls and regulations directed toward the safe and expeditious movement of traffic through construction and maintenance zones throughout the Borough of Montvale. The Borough of Montvale hereby finds and declares that problems of traffic

control occur when traffic must be moved through or around street construction, maintenance operations and utility work, above and below ground, which requires blocking streets and obstructing the normal flow of traffic, and that such obstructions are or can become dangerous when not properly controlled. In order to better promote the public health, safety, peace and welfare, it is necessary to enact appropriate guiding principles so that the aforementioned potential problems may be prevented and avoided.

**§109-73 Adoption of standards.**

The Borough of Montvale does hereby adopt the current Manual on Uniform Traffic Control Devices, as published by the Federal Highway Administration (FHWA) hereafter known as "MUTCD," except as hereby supplemented and amended, as it controls and regulates whenever construction, maintenance operations or utility work obstructs the normal flow of traffic. Any person, contractor, or utility who fails to comply with the provisions of the MUTCD while performing such work is in violation of this Article.

**§109-74 Preconstruction meetings.**

It shall be the responsibility of the person, contractor, or utility wishing to conduct work on, under or above the roadway, to contact the Chief of Police or his/her designee in order to arrange a preconstruction meeting to submit plans for the safe movement of traffic during such period of construction work. The Chief of Police or his/her designee has the authority to dictate the number of certified police officers required to ensure the safe movement of traffic in the construction zone. Any person, contractor or utility who fails to comply with this Article prior to the start of such work or whose plans are not approved by the Chief of Police is in violation of this Article.

**§109-75 Utilization of Montvale Police Officers for traffic control required.**

- A. Any contractor, utility company, or other person or entity who is required to utilize traffic management services on any project or event occurring in the Borough of Montvale shall utilize the Montvale Police Department for such services when determined by the Chief of Police or his/her designee that same is necessary to provide for the safe and expeditious movement of traffic.
- B. The utilization of Montvale Police Officers shall be governed by Borough Code Chapter 84, Article III, "Off-Duty Employment of Police Officers."

**§109-76 Violations and penalties.**

Any person, contractor, or utility who commits a violation of this ordinance shall, upon conviction thereof, be subject to the penalties set forth in Chapter 1, Article II, General Penalty.

**Section 2. Severability.**

If any provision or portion of a provision of this ordinance is held to be unconstitutional, preempted by Federal or State law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated and shall remain in full force and effect.

**Section 3. Effective date.**

This Ordinance shall take effect immediately after adoption and publication as required by law.

**Section 4. Repeal of inconsistent ordinances.**

All ordinances and parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

\_\_\_\_\_  
Michael Ghassali, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan, RMC  
Borough Clerk

INTRODUCED: 6-09-2020

Councilmember	Yes	No
Arendacs		
Curry		
Koelling		
Lane		
Roche		
Russo-Vogelsang		

ADOPTED: 6-30-2020

Councilmember	Yes	No
Arendacs		
Curry		
Koelling		
Lane		
Roche		
Russo-Vogelsang		

**MINUTES  
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:37pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

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

**ROLL CALL:**

Councilmember Arendacs  
Councilmember Curry  
Councilmember Gioeggler

Councilmember Koelling  
Councilmember Lane  
Councilmember Russo-Vogelsang

Also present: Mayor Michael Ghassali; Borough Attorney, Joe Voytus; Borough Engineer, Andrew Hipolit; Administrator/Municipal Clerk, Maureen Iarossi-Alwan and Deputy Municipal Clerk, Fran Scordo

***This is meeting was broadcast by Zoom Tele-Conference***

**ORDINANCES:**

None

**MINUTES:**

April 28, 2020

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

May 12, 2020

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

**CLOSED/EXECUTIVE MINUTES:**

None

**RESOLUTIONS: (CONSENT AGENDA\*)**

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

**96-2020 Preparation of Estimated Tax Bills**

**WHEREAS**, the Bergen County Board of Taxation is unable to certify the tax rate at this time and the municipal Tax Collector will be unable to mail the 2020 tax bills on a timely basis:

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

**WHEREAS**, in accordance with Chapter 72, P.L. 1994, the Governing Body requests the Director of the Division of Local Government Services to approve the estimated tax levy which is below the 105% estimate of \$50,702,487.39. Approval will enable the municipality to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments and save the unnecessary cost of interest expenses on borrowing.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN AND THE STATE OF NEW JERSEY on this 26<sup>th</sup> day of May, 2020 as follows:**

1. The municipal tax collector is hereby authorized and directed to prepare and issue estimated tax bills for the municipality for the third installment of 2020 taxes. The Tax Collector shall proceed and take such actions as permitted and required by P.L. 1994, c.72 (N.J.S.A. 54:4-66.2 and 54:4-66.3).
2. The entire estimated tax levy for 2020 is hereby set at \$49,548,150.95.
3. In accordance with law the third installment of 2020 taxes shall not be subject to interest until the later of; the end of the grace period, or the twenty-fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue.

**98-2020 Authorize Release Maintenance/Surety Bond/Life Time Fitness/10 Van Ripper Road/Block 3302/Lot 2**

**WHEREAS**, Life Time Fitness, 10 Van Ripper Road, Montvale, NJ has requested a release of their maintenance surety bond in the amount of \$248,5566.00 Bond No. 106087534; and

**WHEREAS**, Maser Consulting P.A., which takes no exception to the release and all other Borough Professionals or Departments take no exception to the release; recommendations for release has been made a part of this resolution; and

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale hereby authorized the release of maintenance/surety bond; and

**NOW, THEREFORE BE IT FURTHER RESOLVED**, a copy of this resolution and original bond are to be sent to Life Time Healthy Way of Life, Real Estate & Development, 2900 Corporate Place, Chanhassen, MN 55317 Attn: Justin Schmidt, PE Engineering Manager

**99-2020 Refund Tax Overpayment / Block 302, Lot 1, C0042 / 49 Autumn Way**

**WHEREAS**, a resolution authorizing the Borough of Montvale to refund an overpayment of taxes for the property located at 49 Autumn Way, also known as Block 302, Lot 1, C0042;

**WHEREAS**, a duplicate payment was made by the mortgage company; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund Andrew Quelch, 702 SW Avon Glenn Place, Bentonville, Arkansas 72713 in the amount of \$2,841.00

Introduced by: Councilmember Lane; seconded by Councilmember Roche - a roll call was taken - all ayes

**97-2020 Authorize Refunds Montvale Recreation/Field Use Permit Fee/C. Roche/NJ Stallions**

**BE IT RESOLVED**, the below named individual representing the NJ Stallions is hereby granted a refund for a Field Use Permit in the amount of \$2,450.00;

Carolyn Roche  
5 Lark Lane  
Montvale, NJ 07645

**NOW THEREFORE BE IT RESOLVED**, Accounts Payable will process a Purchase Order for said refund.

Introduced by: Councilmember Lane; seconded by Councilmember Russo-Vogelsang - a roll call was taken - all ayes with the exception of Councilmember Roche abstaining

**100-2020 A Resolution Temporarily Extending and Expanding Permissible Temporary Signage in the Borough of Montvale due to COVID-19**

**WHEREAS**, the President of the United States has declared both a National Emergency and a Public Health Emergency throughout the country as a result of the COVID-19 pandemic; and

**WHEREAS**, Governor Murphy has similarly declared New Jersey to be in the midst of a Public Health Emergency and a State of Emergency; and

**WHEREAS**, as a result thereof, Governor Murphy has issued a number of Executive Orders concerning COVID-19, which have, among other things, implemented certain restrictions on businesses and imposed social distancing requirements on individuals; and

**WHEREAS**, said restrictions have forced many businesses to close or temporarily suspend operations, or to instead offer only delivery or curbside pick-up; and

**WHEREAS**, the current restrictions have had a significant negative impact on the ability of these businesses to pay rent, taxes and mortgage payments, to maintain their staffing levels and to generate the income on which these business owners rely; and

**WHEREAS**, the Mayor and Council have determined that it is necessary and advisable during the current period of business restrictions to extend and expand the Borough's sign regulations related to temporary signage in order to allow more visible indications to the public that businesses are open for business; and

**WHEREAS**, during the present pandemic, many residents have also erected signs and banners supporting and lauding the efforts of doctors, nurses, hospital staff and other frontline workers who are playing a critical role in assisting individuals stricken by COVID-19; and

**WHEREAS**, other signs have been erected praising the efforts of the essential workers employed in grocery stores, pharmacies, and other essential retail businesses, all of which are necessary to serve the general public during this difficult time; and

**WHEREAS**, the Mayor and Council desire to express their gratitude to all of these workers and to encourage the posting of signs, banners and other public displays of support during the present pandemic, and to temporarily relax existing sign regulations in order to allow same.

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

1. The regulations set forth in this resolution shall be effective immediately and shall expire on July 1, 2020, unless extended by resolution of the Governing Body.
2. Borough Code §128-9.7A.8(A)(6) is hereby temporarily relaxed to allow for temporary signage in non-residential districts for a period of up to 60 days
3. Borough Code §128-9.7A.8(A)(6) is hereby extended to include the following in the list of permissible temporary signs:

- a. Signs or banners indicating that a business is open or indicating changes in hours or days of operation
  - b. Signs or banners indicating that said business is offering delivery or curbside pickup
  - c. Signs or banners offering support to frontline workers, essential workers, or expressing support for those affected by COVID-19 (e.g., "Montvale Strong")
4. All signs and banners permitted by this resolution and Borough Code §128-9.7A.8(A)(6) shall continue to comply with the sizing, color, and other requirements of Borough Code §128-9.7A.6 and all other applicable regulations, including the requirement that such signs may not be placed in such a manner as to impede sight triangles or otherwise cause a hazard to pedestrians or vehicular traffic.
  5. Business owners shall still be required to submit permit applications to the Building Department for such temporary signs, but all fees shall be waived for such applications.
  6. The erection of signs on residential properties supporting frontline workers, essential workers, or otherwise expressing support for those affected by COVID-19, is hereby authorized and encouraged, provided, however, that such signs may not be placed in such a manner as to impede sight triangles or otherwise cause a hazard to pedestrians or vehicular traffic.

Introduced by: Councilmember Lane; seconded by Councilmember Russo-Vogelsang - a roll call was taken - all ayes Councilmember Curry ask for an explanation, Mr. Voytus, Borough Attorney, gave a brief explanation stating some businesses have been asking to put up signs to let customers know that they are open, etc. This will be temporary. Mayor Ghassali added that every month it will be re-evaluated to see if an extension will be warranted. Councilmember Curry added that all fees will be waived.

**BILLS: Municipal Clerk read the Bill Report**

Motion to pay bills by Councilmember Lane; seconded by Councilmember Russo-Vogelsang - all ayes

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

Received bids for the 2020 Road Program and DOT Edgren Way would like to get the projects done before school starts

**ATTORNEY REPORT:**

Joe Voytus, Esq.  
Report/Update

- a. Report Receipt of Bids Solid Waste & Recyclables Materials Collection & Disposal/Review of Bids  
Alternates Discussion: Commence **September 1<sup>st</sup>, 2020 – August 31, 2023**  
**Alternate A** During the months of June, July & August, collection of Solid Waste increase to two (2) times weekly

**Alternate B** During the entire year, collection of recyclable materials one (1) time weekly (in lieu of collection once every two weeks).

Mr. Voytus, Borough Attorney, explained the bids came in with an increase of 14% which really is not that bad; Alternate A cost \$70,000 and Alternate B cost \$95,000; Mayor Ghassali asked when does a decision have to be made; Mr. Voytus stated 60 days. Mayor Ghassali suggested that the finance committee run the numbers and come back to the rest of the council for further discussion.

**UNFINISHED BUSINESS**

Mayor Ghassali stated the Governor will be giving guidance regarding day care centers and outdoor dining; Outside graduations will be starting on July 6; held a modified Memorial Day service;

**NEW BUSINESS:**

Lisa Dent, Recreation Director, gave an update regarding summer camp; they are waiting on the State for guidelines; A possible option could be to split camp into two sessions, a morning session then have a break in between then an afternoon session. This will limit how many campers will be there at each session. Between sessions sanitizing will take place; all events will be outdoors and masks will be optional.

Councilmember Curry mentioned about the noise of diesel trucks breaking on County roads as well as some borough roads; Mainly Grand Ave, Kinderkamack Road and Spring Valley Road; After a brief discussion it was decided to further discuss with the Police Chief to see how this would be enforced. Mr. Voytus stated on County roads you would need the County for approval.

**COMMUNICATION CORRESPONDENCE:**

Mayor Ghassali stated the last birthday parade will be on June 6;

**MEETING OPEN TO THE PUBLIC:**

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

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

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

**Carolee Adams**

Mentioned to consider opening the recycle center on Saturdays; With CityMD coming to town, will it be a burden for Tri-Boro ambulance? Does the other establishments know about CityMD? Will garage sales be permitted? College and High School students don't have jobs, is there some we can do? Thankful about hearing graduations can be held; Lastly, would like to thank Councilmember Curry for the digital photos, the residents were very pleased on how well done it was, it was a well-deserved boost to the community. Mayor Ghassali responded, by saying the recycle center will now be open on Saturdays, CityMD was approved and will be moving in October 20, garage sales can be held up to 25 people with masks, the Chamber and the Economic Committee are reaching out to businesses to see who is hiring, may have a virtual job fair. Shout out to Frank DiPalma and the astronomy club, they are excited about the upcoming launch.

Jarret Schumacher

Regarding resolution 100-2020, why is it limited to a two weeks period for a sign and/or banner? Mayor Ghassali stated that currently the ordinance states for a two week period. This will expand it for a month, you will need a permit but no fees; On Highland Road there are a lot of blind curves, what would the criteria be to put up signs like "slow down curve ahead" due to more people and children are walking; Mayor Ghassali stated a request can be sent to the Police Chief for review. In speaking about the garbage contract, he suggested to maybe look into composting.

A motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Russo-Vogelsang – all ayes

**ADJOURNMENT:**

Motion to adjourn by Councilmember Curry; seconded by Councilmember Roche – all ayes

Meeting adjourned at 8:48pm

The next Regular Meeting of the Mayor and Council will be held June 9, 2020 at 7:30 p.m.

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

**PUBLIC MEETING  
MINUTES**

The Public Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:30 pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

**OPEN PUBLIC MEETING STATEMENT**

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

**ROLL CALL:**

Councilmember Arendacs	Councilmember Lane
Councilmember Curry	Councilmember Roche
Councilmember Koelling	Councilmember Russo-Vogelsang

Also Present: Mayor Mike Ghassali; Borough Attorney, Joe Voytus; Borough Engineer, Andy Hipolit; Administrator/Municipal Clerk, Maureen Iarossi-Alwan; and Deputy Municipal Clerk, Fran Scordo

**This meeting was held teleconference by Zoom.**

**PUBLIC HEARING** Submission of a 2020 Bergen County Municipal Park Improvement Grant Program:

**Bergen County Municipal Park Improvement Grant Program:** LaTrenta Field Parking Lot and ADA Improvements Project – 158-175 Chestnut Ridge Rd

Municipal Clerk stated that this was advertised in the Bergen Record on May 29 as required by law. This is a grant offered through Bergen County Parks Program for improvements to LaTrenta Field parking lot. The Borough Engineer further explained that currently LaTrenta Field turf is being replaced through a grant received last year. This grant will repave the parking lot and add handicap accessible walkways and parking. Estimated price of the project is \$482,000, we are applying for a grant of \$241,000 and the borough will pay the balance. Councilmember Roche asked for clarification on the address stating its Chestnut Ridge Road. The Engineer stated that the grant application requires an address and that is the official address. No crosswalks are being done on Chestnut Ridge Road.

**HEARING: OPEN TO THE PUBLIC:**

(Grant Application Only)

Motion to open meeting to the public by Councilmember Koelling; seconded by Councilmember Russo-Vogelsang -- all ayes

Jarret Schumacher

If funding does not go through, what happens to the project? Mr. Hipolit stated the borough is not committed to do the project.

**HEARING: CLOSE MEETING TO THE PUBLIC:**

(Grant Application Only)

Motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Roche-- all ayes

**RESOLUTIONS:**

**101-2020 Bergen County 2020 Municipal Park Improvement Grant Program / LaTrenta Field Complex Parking Lot and ADA Improvement**

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

**WHEREAS**, the Borough of Montvale desires to further the public interest by obtaining a matching grant of **\$241,000.00** from the County Trust Fund to fund the following project: **La Trenta Field Complex Parking Lot and ADA Improvement Project**; and,

**WHEREAS**, the governing body/board has reviewed the County Trust Fund Program Statement, and the Trust Fund Municipal Program Park Improvement application and instructions, and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

**WHEREAS**, as part of the application process, the governing body/board received held the required Public Hearing to receive public comments on the proposed park improvements in the application on June 9, 2020; and,

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

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

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

1. That it is hereby authorized to submit the above completed project application to the County by the deadline of **June 29th, 2020**, as established by the County; and,
2. That, in the event of a County Trust Fund award that may be less than the grant amount requested above, Mayor and Council of the Borough of Montvale has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That Mayor and Council of the Borough of Montvale is committed to providing a dollar for dollar cash match for the project; and,
4. That only those park improvements identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. That Mayor and Council of the Borough of Montvale agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
6. That this resolution shall take effect immediately.

Introduced by: Councilmember Lane; seconded by Councilmember Roche - a roll call was taken - all ayes

**ORDINANCES:**

**INTRODUCTION OF ORDINANCE NO. 2020-1483 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 109, "STREETS AND SIDEWALKS," TO REQUIRE THE UTILIZATION OF MONTVALE POLICE OFFICERS FOR TRAFFIC CONTROL PURPOSES**

*(public hearing 6/30/20)*

A motion to Introduce Ordinance **2020-1483** for first reading was made by Councilmember Russo-Vogelsang; seconded by Councilmember Lane; Clerk read by title only; Councilmember Lane made a motion that this ordinance be passed on first reading and advertised in The Ridgewood News; seconded by Councilmember Koelling - A roll call was taken – all ayes

Councilmember Curry asked for clarification about what was done in the past?? The Borough Attorney stated that this ordinance gives the borough more control to have police officers directing traffic rather than flag men.

**MEETING OPEN TO PUBLIC:**

Agenda Items Only

Motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Koelling – all ayes

Carolee Adams

Regarding Resolution 109 it states family units, is there an age restriction?? The Borough Attorney stated that there are no age restricted units; mentioned that the minutes of May 26, 2020 were not included in the public packet on the website.

Jarret Schumacher

Regarding Resolution 109 what does this do? Does it remove the senior restriction from the previous housing agreement? The Borough Attorney explained that this will establish an agreement between the borough and Walters Group to obtain the property if they receive funding through the DCA.

Motion to close meeting to the public by Councilmember Lane; seconded by Councilmember Russo-Vogelsang – all ayes

**MEETING CLOSED TO PUBLIC:**

Agenda Items Only

**MINUTES:**

May 26, 2020

It was brought to our attention that the minutes were not included in the public packet that was on the website, therefore, these minutes will be held for approval to the June 30 meeting.

**CLOSED/EXECUTIVE MINUTES:**

None

**RESOLUTIONS: (CONSENT AGENDA\*)**

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

**102-2020 A Resolution Awarding a Professional Services Contract to Community Grants, Planning Housing (“CGP&H”) for Professional Housing Rehabilitation Services**

**WHEREAS**, the Borough of Montvale has a need to procure professional services to administer the Borough of Montvale’s rehabilitation program related to its ongoing affordable housing obligations; and

**WHEREAS**, the Borough of Montvale has received a proposal dated July 25, 2020 (the “Proposal”) from Community Grants, Planning & Housing (“CGP&H”) to provide the necessary services to the Borough; and

**WHEREAS**, the funding for said contract shall come from the Borough’s Affordable Housing Trust Fund; and

**WHEREAS**, the Borough is desirous of awarding this contract to CGP&H in accordance with the terms set forth in the Proposal, subject to approval and execution of a formal contract acceptable to the Borough; and

**WHEREAS**, because the value of this contract is anticipated to be in excess of \$15,000 (the Borough’s pay-to-play threshold), this contract has been awarded under the “alternative process” pursuant to *N.J.S.A. 19:44A-20.4 et seq.* (the “Pay-to-Play Law”), and has been awarded to the contractor based upon the merits and abilities of the contractor to provide the services necessary; and

**WHEREAS**, because this contract has been awarded under the “alternative process,” CGP&H has completed and submitted a Business Entity Disclosure Certification which certifies that CGP&H has not made any reportable contributions (\$300 or more) to a political or candidate committee in the Borough of Montvale with the elected officials in the previous one year, and that the contract will prohibit CGP&H from making any reportable contributions (\$300 or more) through the term of the contract; and

**WHEREAS**, the *Local Public Contracts Law, N.J.S.A. 40A:11-5*, requires the resolution authorizing the award of contracts for professional services without competitive bids and the contract itself to be made available for public inspection; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-5*, public notice of this contract award shall be published in the official newspaper of the Borough in accordance with applicable law; 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 professional services contract is hereby awarded for housing rehabilitation services in accordance with the terms and conditions set forth in the Proposal, as follows:

**Contractor:**

CGP&H  
101 Interchange Plaza, Suite 301  
Cranbury, New Jersey 08512

**In the amount of:**

Ongoing Day-to-Day Administration:	\$111/hour, NTE \$5,000/year
Shared Services:	\$87/month
Case Management:	\$111/hour
Title Search Fee:	\$90/property
Direct Costs:	Reimbursement, NTE \$200/year
Subordination Requests:	\$175 flat fee paid by homeowner
<b>Total Not-To-Exceed for 12 months:</b>	<b>\$16,970</b>

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute a contract consistent with the provisions and intent of this Resolution, subject to approval of same by the Borough Attorney.

**BE IT FURTHER RESOLVED** that the Borough Clerk shall publish notice of this contract award in the official newspaper of the Borough, in accordance with N.J.S.A. 40A:11-5.

**103-2020 Award Professional Service Contract/Engineering Services/2020 Bergen County Municipal Program Park Improvement Grant Application/LaTrenta Field Parking Lot, ADA Access Improvements**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional services to prepared a declaration of Intent To apply and all other related requirements for the submission of the 2020 Bergen County Municipal Park Open Space Grant Application to be submitted for Block 1001/Lot 4 158-175 Chestnut Ridge Road, Montvale, NJ / LaTrenta Field Complex;

**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; and

**WHEREAS**, Maser Consulting, 200 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a proposal dated May 7, 2020 to provide the engineering services for services which are detailed and attached to the original of this resolution, and

**WHEREAS**, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

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

- 1) That the proposal for the scope of engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Declaration of Intent To Apply/Application Requirements For 2020 BC Municipal Program Park Improvement Grant Application
- 3) The cost not to exceed shall be \$5,000.00 The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

**104-2020 Authorize Refunds of Recreational Programs**

**BE IT RESOLVED**, the attached listing is hereby granted refunds for various programs for online on-line registrations and paper registration.

**105-2020 A Resolution Awarding a Contract to Cifelli & Son, Inc. for the Montvale Various Streets – 2019 Contract in the Borough of Montvale**

**WHEREAS**, the Borough of Montvale has a need to procure construction services for certain road work on various streets in the Borough; and

**WHEREAS**, the Borough of Montvale, in accordance with the laws of the State of New Jersey, publicly advertised for the receipt of bids under specifications for Various Streets – 2019 – Montvale; and

**WHEREAS**, ten (10) bids were received on Friday, May 29, 2020; and

**WHEREAS**, after receipt and review of the three (3) lowest bids received, the Borough of Montvale has determined that Cifelli & Son, Inc. is the lowest responsible bidder for this contract, for the Base Bid plus Alternate "A"; and

**WHEREAS**, the Chief Financial Officer of the Borough has certified that funds have been appropriated and are available for this purpose, a copy of said certification attached to the original copy of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that a contract is hereby awarded as follows:

<b>Contractor</b>	<b>Contract Amount</b>
Cifelli & Son, Inc.	Base: \$208,754.25
81 Franklin Avenue	Alternate "A": <u>\$41,104.00</u>
Nutley, New Jersey 07110	TOTAL: \$249,858.25

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents necessary to effectuate the purposes of this Resolution, consistent with the Borough's bid specifications and applicable law, subject to approval as to form by the Borough Attorney.

**106-2020 A Resolution Awarding a Contract to DLS Contracting, Inc. for the Montvale 2020 Roadway Improvements Program in the Borough of Montvale**

**WHEREAS**, the Borough of Montvale has a need to procure construction services for the 2020 Roadway Improvements Program in the Borough; and

**WHEREAS**, the Borough of Montvale, in accordance with the laws of the State of New Jersey, publicly advertised for the receipt of bids under specifications for the 2020 Roadway Improvements Program; and

**WHEREAS**, eight (8) bids were received on Friday, May 29, 2020; and

**WHEREAS**, after receipt and review of the three (3) lowest bids received, the Borough of Montvale has determined that DLS Contracting, Inc. is the lowest responsible bidder for this contract, for the Base Bid plus Alternate "A"; and

**WHEREAS**, the Chief Financial Officer of the Borough has certified that funds have been appropriated and are available for this purpose, a copy of said certification attached to the original copy of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that a contract is hereby awarded as follows:

<b>Contractor</b>	<b>Contract Amount</b>
DLS Contracting, Inc.	Base: \$721,866.25
271 US Highway 46, Ste D-205	Alternate "A": <u>\$43,600.00</u>
Fairfield, New Jersey 07004	TOTAL: \$765,466.25

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents necessary to effectuate the purposes of this Resolution, consistent with the Borough's bid specifications and applicable law, subject to approval as to form by the Borough Attorney.

**107-2020 Award Contract Installation/Salt Shed/ClearSpan**

**WHEREAS**, the Borough of Montvale did twice publicly advertise for bids for the project entitled "Salt Shed Installation"; and

**WHEREAS**, in response to the first solicitation, two (2) bids were received, with the lowest bid being \$131,925.00; and

**WHEREAS**, the Borough did reject all bids and authorize a re-bid, due to all bids being unreasonable as to price based upon the engineer's estimate for this work; and

**WHEREAS**, in response to the second solicitation, three (3) bids were received, with the lowest bid being \$98,000.00, which was also deemed to be unreasonable as to price based upon the engineer's estimate for this work; and

**WHEREAS**, the Borough of Montvale therefore twice solicited public bids for this project, without receiving any bids that were reasonable as to price based upon the engineer’s estimate for this work; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5(3), after two unsuccessful attempts at obtaining reasonably-priced bids under a public bidding process, municipalities are authorized and empowered to negotiate and award a contract subject to certain requirements set forth in the applicable statute; and

**WHEREAS**, the Borough Engineer requested that the Governing Body authorize a negotiated procurement process for this project, subject to approval of any contract by adoption of a resolution of two-thirds of the full membership of the Governing Body; and

**WHEREAS**, the Governing Body did authorize the Borough Engineer to solicit and negotiate a potential contract for this project with the assistance of the Borough Attorney; and

**WHEREAS**, the Borough Engineer did conduct negotiations with all interested vendors in accordance with N.J.S.A. 40A:11-5(3); and

**WHEREAS**, as a result of said negotiations, the lowest price submitted for this scope of work was submitted by ClearSpan in the amount of \$75,504.00, which proposal is within the Borough Engineer’s estimate and the funds appropriated and available for this project; and

**WHEREAS**, the same or equivalent services do not appear to be available through any of the alternative sources set forth in N.J.S.A. 40A:11-5(3)(i); and

**WHEREAS**, this contract is being awarded upon substantially the same terms and conditions of the original two (2) public procurements, in compliance with N.J.S.A. 40A:11-5(3)(ii); and

**WHEREAS**, the Borough Engineer has recommended that the Governing Body award this contract to ClearSpan; 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 a two-thirds affirmative vote of the authorized membership of the Governing Body, that a contract for the above-referenced procurement is hereby awarded, subject to the Contractor’s provision of the appropriate bonds, proof of insurance and other required documentation, as follows:

<b>Contractor</b>	<b>Amount</b>
ClearSpan	\$75,504.00
703 Hebron Avenue, Floor 3	
Glastonbury, Connecticut 06033	

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents necessary to effectuate the purposes of this Resolution, subject to approval by the Borough Attorney and Borough Engineer.

**109-2020 A Resolution Approving a Development and Property Transfer Agreement with The Walters Group in Connection with a Twenty-Five Unit Multi-Family 100% Affordable Housing Project on Block 1002, Lots 3 and 5 in the Borough of Montvale**

**WHEREAS**, on March 10, 2015, the Supreme Court of the State of New Jersey issued a decision In The Matter Of The Adoption Of N.J.A.C. 5:96 And 5:97 By The New Jersey Council On Affordable Housing, 221 N.J. 1 (2015), in which it found that because COAH failed to adopt the new Round 3 regulations, the Court directed trial courts to assume COAH’s functions to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH’s rules and regulations as described in N.J.A.C. 5:93-5.8; and

**WHEREAS**, the Borough of Montvale ("Borough") is the owner of that certain land and premises located on Summit Avenue in Montvale, Bergen County New Jersey consisting of approximately 3.3 acres and identified on the municipal tax map as Lots 3 and 5, Block 1002 on the official Tax Map of the Borough of Montvale, County of Bergen, State of New Jersey (the "Premises"); and

**WHEREAS**, the Premises is intended to be utilized to address, in part, the Borough's obligation to provide its fair share of the region's affordable housing need in accordance with what is commonly referred to as the "Mount Laurel Doctrine"; and

**WHEREAS**, the Premises is identified in the Settlement Agreement by and between the Borough and Fair Share Housing Center dated November 14, 2017 and amended by First Amendment to the Settlement Agreement dated November 28, 2017 (collectively the "Settlement Agreement") as a municipally sponsored site for a 100% affordable rental community; and

**WHEREAS**, after a "fairness hearing" on January 25, 2018, the Superior Court of New Jersey executed an Order Approving Settlement Agreement between the Borough of Montvale and Fair Share Housing Center dated February 12, 2018, approving the Settlement Agreement; and

**WHEREAS**, the Premises is also identified in the Borough's Fair Share Plan as the site for the development of a 100% affordable rental community; and

**WHEREAS**, The Walters Group ("Developer"), with offices at 21 East Euclid Avenue, Suite 200, Haddonfield, New Jersey 08033, proposes to construct a twenty-five (25) unit residential family apartment housing project ("Project") pursuant to the provisions of the State of New Jersey Department of Community Affairs Affordable Housing Trust Fund Program in accordance with the Program Guidelines and Procedures, the Neighborhood Preservation Balanced Housing Rules, N.J.A.C. 5.43-1.1 et seq., and the mortgage and other financing documents executed between the Sponsor and the DCA, or any other DCA programs applicable, with funding in an amount not to exceed the maximum allowed in accordance with N.J.A.C. 5:43-1.1 et seq., within the Borough of Montvale on a sufficient portion of the Premises; and

**WHEREAS**, the Developer is an experienced developer, operator and administrator of affordable rental housing with on-site supportive social services and has expressed interest in constructing, owning, operating and maintaining affordable income-restricted family rental housing with supportive services in the Borough to assist the Borough in addressing its third round affordable housing obligation more specifically described in the Settlement Agreement; and

**WHEREAS**, it is in the best interests of the Borough that the Premises be developed for the construction of a 25-unit 100% income-restricted affordable rental family housing community by the Developer; and

**WHEREAS**, the Borough and the Developer wish to enter into a formal agreement establishing the terms and conditions under which the Premises will be conveyed to and then developed for family affordable rental housing by the Developer; and

**WHEREAS**, subject to and in accordance with the terms and conditions set forth in a negotiated Development and Property Transfer Agreement (the "Agreement"), a copy of which is on file with the Borough Clerk, the Borough has agreed to convey the Premises to the Developer for the sole purpose of developing, constructing, owning and managing thereon a 100% affordable 25-unit family rental community.

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

1. The above recitals are incorporated as if set forth herein at length.
2. The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Development and Property Transfer Agreement with The Walters Group in substantially the form on file with the Borough Clerk, subject to approval as to form by the Borough Attorney, Borough Planner, and Special Affordable Housing Counsel.
3. The Borough Attorney, Borough Planner, Special Affordable Housing Counsel, and all other appropriate employees, officers and officials are hereby directed, authorized and empowered to take all steps reasonably necessary to effectuate the provisions and purposes of this Resolution.

4. The Borough does hereby support the submission by The Walters Groups of an application for funding through the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program, and does further acknowledge that the Project is located in an eligible municipality in accordance with N.J.A.C. 5:43-1.3(a).
5. This Resolution shall take effect immediately.

Introduced by: Councilmember Lane; seconded by Councilmember Russo-Vogelsang  
- a roll call was taken - all ayes

**108-2020 A Resolution Authorizing Temporary Outdoor Seating Permits for Licensed Restaurants, Bars and Other Such Establishments in the Borough of Montvale and Setting Forth a Procedure for Obtaining Said Permits**

**WHEREAS**, the Borough of Montvale currently only allows for outdoor dining when specifically approved by the Planning Board as part of Site Plan approval; and

**WHEREAS**, in anticipation of the Governor allowing certain business to open up with either outdoor seating only or a combination of outdoor seating and limited indoor seating on June 15, 2020, the Mayor and Council would like to assist businesses during this difficult time due to the COVID-19 pandemic to allow for additional outdoor seating on a temporary basis.

**NOW, THEREFORE, BE IT RESOLVED** that effective June 15, 2020, or on such date that the State of New Jersey allows temporary outdoor seating for restaurants, bars and other establishments, the Borough hereby adopts the following procedure for the issuance of Temporary Outdoor Seating Permits in the Borough of Montvale:

1. Temporary Outdoor Seating Permits (hereinafter "Permits") shall be issued by the Zoning Officer.
2. Permit Applications shall be submitted to the Land Use Administrator on a form approved by the Borough.
3. The Application Form shall require, at a minimum, the following information:
  - a. Name, address, email, cell phone and owner(s) of the Applicant
  - b. Name, address and owner(s) of the property (if different than the Applicant) and consent of the property owner to the Application
  - c. Copy of most recent approved Site Plan for the property
  - d. A drawing, survey or sketch showing the proposed Outdoor Seating Area, including proposed table set-up, seating capacity and the location and size of any tents, fencing, barriers, etc.
  - e. A narrative summary describing in detail the problems that may be generated by the proposed Outdoor Seating Area (e.g., diminished parking, encroachment on set-backs, increased outdoor lighting, increased noise, traffic flow, patron safety) and the manner in which the Applicant intends to address these problems
  - f. Proof of compliance with all requirements established by the Governor and/or the State of New Jersey pertaining to such Outdoor Seating Area, including but not limited to Executive Order No. 150, Executive Directive No. 20-014 issued by the Department of Health, and SR-2020-10 issued by the Department of Law and Public Safety, Division of Alcoholic Beverage Control



9. The hours of operation of any Temporary Outdoor Seating Area shall be limited to 7:00 a.m. to 10:00 p.m.
10. All Permits issued pursuant to this Resolution and procedure shall terminate on October 31, 2020.
11. Nothing in this Resolution or in the issuance of any Permit pursuant to this Resolution shall be considered a land use approval pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., nor shall any Permit be deemed to authorize the use of any Outdoor Seating Area past October 31, 2020.
12. All applicants seeking approval of permanent outdoor seating areas shall apply to the Planning Board in accordance with existing procedures.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be forwarded to the Chamber of Commerce to alert them of the Temporary Outdoor Seating Permit option when it becomes available.

Introduced by: Councilmember Lane; seconded by Councilmember Russo-Vogelsang - a roll call was taken - all ayes

Mayor Ghassali explained that the Governor is allowing outdoor dining starting Monday, June 15; there are 27 food establishments in the borough. For the past few weeks, borough officials have been working together with these food establishments to give us a plan for outdoor seating. Councilmember Roche asked what about lights under the tents; the borough attorney stated that if each establishment would like lighting then they can go through the building department; Councilmember Curry asked if the Board of Health was included in these discussions, Mayor Ghassali said yes.

**BILLS: Municipal Clerk read the Bill Report**

Motion to pay bills by Councilmember Curry; seconded by Councilmember Arendacs - all ayes

**REPORT OF REVENUE: Municipal Clerk read the Report of Revenue – May**

**COMMITTEE REPORTS:**

**Council President Arendacs**

Engineering

Preconstruction meeting for Edgren Way is this Thursday and paving will be completed in July; a preconstruction meeting for the 2020 Road Improvement program is also this Thursday and paving will be completed in August; LaTrenta Field turf installation will begin next week to be completed by September; Salt Shed installation to begin in July.

DPW

Shredding Day hosted by RiverVale will be held on June 13 from 9am-1pm at RiverVale

**Councilmember Koelling**

Police

Monthly report included in original minutes

**Councilmember Russo-Vogelsang**

No meetings were held, due to Covid-19, therefore, No Report

**Councilmember Roche**

Environmental Commission

Still waiting for DEP approval; spoke with 3 out the 4 neighbors on Bayberry all in favor of some type of 6 foot vinyl fencing to shield them along the Pascack Trail; plastic bag program is currently on hold;

Recreation

Waiting for guidelines to see how to proceed with camp; hoping to have drive in movies;

**Councilmember Curry**

Website

Please contact Rose Curry at [rcurry@montvaleboro.org](mailto:rcurry@montvaleboro.org) or Carol Manhart at [cmanhart@montvaleboro.org](mailto:cmanhart@montvaleboro.org)

Planning Board

Property on 26 N Kinderkamack Road has been approved; City MD was approved and will be moving into the DePiero site;

TV Access

New interviews will be airing in the coming weeks

**Councilmember Lane**

Fire Dept

14 fire calls; 5 Haz Mat calls; participated in the Memorial Day service;

Finance

Interviewed for My Montvale about the budget

**MAYOR**

Some updates regarding Covid-19:

Golf courses will return to normal; for religious institutions up to 50 people allowed; starting July 6 up to 500 people are allowed outdoors in one area; library will have curbside pickup and are waiting for further guidelines; no dates for the opening of gyms; A committee has been formed consisting of parents, students and Councilmember Russo-Vogelsang to discuss graduation ceremony in July; Mayor's charity fund has received approximately \$4,000 in donations, this will be used for Montvale residents only; you can have a block party in July up to 500 people, will have to get a permit to close the street; you can have a garage sale, need to apply for permit;

**ENGINEER'S REPORT:**

Andrew Hipolit

Report/Update

Preconstruction meeting will be held Thursday for both the road program and Edgren Way with a start date of July 7 to be completed by September; Salt Shed will start construction in July; LaTrenta field turf installation will begin next week and will take up to 60 days;

**ATTORNEY REPORT:**

Joe Voytus, Esq.

Report/Update

No Report

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

None

**COMMUNICATION CORRESPONDENCE:**

None

**MEETING OPEN TO THE PUBLIC:**

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

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

A motion to open meeting to the public by Councilmember Russo-Vogelsang; seconded by Councilmember Lane – all eyes

Carolee Adams

Chamber of Commerce has established the week of August 2 as restaurant week for pickup and curbside, limited to Montvale resident only; thank you to all that participated in the birthday parades, especially Lt. Foley who put it all together; Frank DiPalma and Nick Bolt who established the Astronomy Club was contacted by a Montvale resident to present a seminar to some special needs adults; Tri-Boro ambulance was not aware of CityMD moving into Montvale, Mrs. Adams went on by saying with all the new development in the surrounding area, that she encouraged that Tri-Boro should to be notified of such; Mayor Ghassali stated that he spoke to the Chairman of the Planning Board and its members and going forward they will include Tri-Boro in the review process; also, the Mayor will speak with CityMD to mention that they will have to provide their own ambulance service when the need arises.

Riley Solomon

She represents the Gay Straight Alliance Club at the high school; June is Pride month and various Bergen County towns have Pride Flags; last year the GSA came to 4 council meetings and was turned done; they will keep fighting; Mayor Ghassali stated that the electronic board shows that June is Pride month.

Jarret Schumacher

Would like to echo Riley's statement; there were discussions last year about meeting with a group and having events about diversity and inclusivity; ask the Mayor for a commitment to start a dialogue; Mr. Schumacher is willing to be part of the discussions. Asked for clarification regarding swimming pools, in the Borough Code, it states that a pool under 3 feet in height requires fencing; the Borough Attorney and Engineer stated it might be a State requirement but to check with the Construction Code official;

Carol Loscalzo

Asked the Mayor for an update regarding the Pride Flag; Mayor Ghassali stated that it will be on the electronic sign; He also suggested to form a committee to have forums and discussions; Mrs. Loscalzo would still like to see the Pride Flag displayed on a public building in Montvale; Mayor Ghassali stated that it was the sentiment of the councilmembers that they only flag flown on public buildings will be the American Flag;

Carolee Adams

Edgewater Country Club will be having July 4 fireworks; encouraged people to have patience with curbside pickups at restaurants; thankful for having outdoor church services; asked Mayor Ghassali that when speaking with the Governor could you mention about being able to go the hospital to see love ones.

Mayor Ghassali mentioned a text question he received about the fire siren going off during the day is interrupting some residents while working from home; Councilmember Lane stated that the firefighters are also working from home and use the sirens as a means of communication. Councilmember Lane encouraged residents to have forbearance and to put up with it;

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

**ADJOURNMENT:**

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

Meeting adjourned at 8:39pm

**ADJOURNMENT:**

The next Regular Meeting of the Mayor and Council will be held June 30, 2020 at 7:30 p.m.

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 110-2020**

**RE: A RESOLUTION FOR THE BOROUGH OF MONTVALE TO CONFIRM ENDORSEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT CDBG COIV-19 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING REIMBURSEMENT FOR THE CARES ACT SIGNED INTO LAW ON MARCH 27, 2020.**

WHEREAS, Bergen County Community Development was allocated funding \$ 5,562,321 for Bergen County's 70 municipalities under the CARES Act; and

WHEREAS, The Borough of Montvale, County of Bergen expended funds that are eligible expenses for personal protective equipment, supplies and materials to prevent, prepared for and responded to the COVID-Pandemic in the Borough of Montvale, and

WHEREAS, pursuant to the State Interlocal Services Act, Community Development funds may not be spent in a municipality without authorization by the Governing Body, and

WHEREAS, the aforesaid reimbursement of the 25% not reimbursed by FEMA is hereby being requested for reimbursement from this Bergen County Funding For the Cares Act which is in the best interest of the people of the Borough of Montvale, and

WHEREAS, this resolution does not obligate the financial resources of the municipality and is intended solely to expedite expenditure of the aforesaid CD funds.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Montvale hereby confirms endorsement of the aforesaid project, and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Director of the Bergen County Community Development Program so that implementation of the aforesaid project may be expedited.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

Adopted: June 30, 2020

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor



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Bergen County Division of Community Development

2020 CDBG-CV

Deadline: 6/30/2020

### Borough of Monvale CARES ACT- COVID -19

Jump to: [Application Questions](#) [Budget](#) [Documents](#)

**\$ 0.00** Requested

**Project Contact**

Angela McCain

[amccain@montvaleboro.org](mailto:amccain@montvaleboro.org)

Tel: 201-391-5700

**Additional Contacts**

none entered

**Borough of Monvale**

12 Mercedes Drive  
Montvale , NJ

Telephone 201-391-5700

Fax 201-391-9317

Web [www.montvale.org](http://www.montvale.org)

**CFO**

Rebecca Overgaard

[rofo@montvaleboro.org](mailto:rofo@montvaleboro.org)

**Application Questions** [top](#)

**Organizational Information**

**1. Indicate the activity for which you are applying for funding:**

- Acquisition
- Public Facilities Improvements/Public Housing Modernization
- Public Service - NEW
- Public Service - Expanded Service (with documentation)
- Fair Housing Activities

**2. PUBLIC SERVICE Applications only: Please complete the following table to show the number of clients in each category for your activity.**

If not applicable to your project, please write 'N/A'. Current income limits based on area median income (AMI) can be found in the Library. A total will be provided for you which represents the total number of low-income persons served.

Extremely Low Income Level < 30% of AMI

Very Low Income Level >30% & < 50 % of AMI

Low Income Level >50% & <80% AMI

**TOTAL**

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 111-2020**

**RE: A RESOLUTION AUTHORIZING INCLUSION IN THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM**

**WHEREAS**, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

**WHEREAS**, the current Interlocal Services Cooperative Agreement contains an automatic renewal clause to expedite the notification of the inclusion process; and

**WHEREAS**, each Municipality must notify the Bergen County Division of Community Development of its intent to continue as a participant in the Urban County entitlement programs noted above; and

**WHEREAS**, it is in the best interest of the Municipality of The Borough of Montvale and its residents to participate in said Programs.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Municipality of Borough of Montvale hereby notifies the Bergen County Division of Community Development of its decision to be included as a participant Municipality in the Urban County entitlement programs being the Community Development Block Grant Program (CDBG), the HOME Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the Program Years 2021, 2022, and 2023 covering the period July 1, 2021 – June 30, 2024; and

**BE IT FURTHER RESOLVED**, that an original copy of this resolution be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than Friday, July 17, 2020.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 112-2020**

**RE: A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE COUNTY OF BERGEN TO SUPERSEDE THE COOPERATIVE AGREEMENT DATED JULY 1, 2000 AND AMENDMENTS THERE TO ESTABLISHING THE BERGEN COUNTY COMMUNITY DEVELOPMENT PROGRAM**

**WHEREAS**, certain Federal funds are potentially available to the County of Bergen under Title I of the Housing and Community Development Act of 1974, as amended; the HOME Investment Partnership Act of 1990, as amended; and the Emergency Solutions Grant of 2012; and

**WHEREAS**, it is necessary to supersede an existing Interlocal Services Cooperative Agreement for the County and its people to benefit from these Programs; and

**WHEREAS**, an Agreement has been proposed under which the Municipality of The Borough of Montvale and the County of Bergen in cooperation with other Municipalities, will modify an Interlocal Services Program pursuant to N.J.S.A. 40A:65-1 et seq.; and

**WHEREAS**, it is in the best interest of the Municipality of The Borough of Montvale to enter into such an Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipality of The Borough of Montvale that the Agreement entitled "Three Year Cooperative Agreement" (an Agreement superseding the Cooperative Agreement dated July 1, 2000 – June 30, 2003) to clarify the planning and implementation procedures and to enable the Municipality to make a Three Year irrevocable commitment to participate in the Community Development Block Grant Program (CDBG), the Home Investment Partnership Program (HOME), and the Emergency Solutions Grant Program (ESG) for the Program Years 2021, 2022, and 2023 covering the period July 1, 2021 – June 30, 2024 be executed by the Mayor and Municipal Clerk in accordance with the provisions of law; and

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately in accordance with law and that an original copy be made available to the Director of the Bergen County Division of Community Development as soon as possible and no later than Friday, July 17, 2020.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

### Three Year Cooperative Agreement

An Agreement superseding the Cooperative Agreement dated July 1, 2000 and amendments thereto, for the purpose of inserting a description of activities for the **Forty-Sixth Year (July 1, 2021 - June 30, 2024)** Urban County Community Development Block Grant Entitlement Program, HOME Investment Partnership Act Program, Emergency Solutions Grant and clarifying the planning and implementation procedures for **Program Years 2021, 2022, and 2023**.

WHEREAS, in order to meet Federal requirements there must be a binding agreement in effect; and WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq., requires a specific delineation of activities to be included in the Agreement; and

WHEREAS, the various new activities have been proposed to be carried out under the **Forty-Sixth Year** Community Development Program.

NOW, THEREFORE, it is mutually agreed that the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., contract dated July 1, 2000, between the Municipality of The Borough of Montvale, hereinafter the "Municipality" and the County of Bergen be superseded by this "Three Year Cooperative Agreement", and the attachments hereto.

#### A. Community Development Planning Process

##### 1. Nature and Extent of Planning Procedures

- a. Purpose - The purpose of this Agreement is to establish a legal mechanism through which the county government may apply for, receive, and disburse Federal funds available to eligible urban counties under the Community Development Block Grant Entitlement Program (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) and to take such actions in cooperation with the participating municipalities as may be necessary to participate in the benefits of these programs. Federal funds received by the County shall be for such functions as neighborhood facilities, housing construction and rehabilitation, public facilities, urban renewal, water and sewer facilities, open space, and other such purposes as are authorized by said Acts. Nothing contained in this Agreement shall deprive any municipality or other unit of local government of any powers of zoning or other lawful authority which it presently possesses, nor shall any participant be deprived of any State or Federal aid to which it might be entitled in its own right, except as provided in section A.1.c.(6), below. This Agreement covers the CDBG Entitlement Program, the HOME Investment Partnership Act Program and the Emergency Solutions Grant Program.
- b. Establishment of Committees - There are hereby established six regional Community Development committees, consisting of two representatives from each participating municipality, each to be appointed for a one year period, coinciding with the fiscal year (July 1 to June 30). The governing body and the chief executive of each participating municipality shall make one appointment each. Alternates may be appointed in the same manner as set forth above and shall have the same powers in the absence of the designated representatives.
- c. Responsibilities of the Regional Community Development Committees

### Three Year Cooperative Agreement

- (1) The Community Development Regional Committees shall elect a chairperson.
- (2) The Committees shall meet as often as required. Each regional committee shall establish its own rules of procedures and shall make recommendations to the County Executive and Board of Chosen Freeholders through the Division of Community Development.
- (3) The Committees shall study and discuss the community development needs of the County of the respective regions, and shall determine the most effective and acceptable utilization of Community Development Block Grant Funds available to the region. They shall recommend to the County Executive and Board of Chosen Freeholders an application for participation in Federal funding, including an allocation formula and towards that end they shall jointly, in the manner herein prescribed, be authorized to develop a Consolidated Plan for the County and such other documents and certifications of compliance as are required by the Federal Government for participation by the County in the Community Development Block Grant Program. Funds applied for shall be those available for "Urban Counties" under the Community Development Block Grant Entitlement Program.
- (4) The Community Development Regional Committees shall develop, in full consultation with the Division of Community Development and all affected agencies of the local governments involved, priorities for the actual utilization of such funds as are made available from the Federal Government under this Title. The Committees shall recommend for each project or activity to be carried out with these funds a specific means of accomplishment. This may be for the County to carry out the project or function, for a municipality to receive the monies to carry it out, or for some other combination of local or State agencies. The implementation shall be established before submittal of the application to HUD, and any relevant documents that become part of this Agreement, and should be submitted to HUD with it. Such implementation mechanism shall be established by means of a separate contract between the County government and the municipality or agency implementing the designated project pursuant to the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq.
- (5) Every municipality participating in the Committees may request participation in the expenditure of the Federal funds, comment on the overall needs of the County which may be served through these funds, or otherwise take part in the proceedings of the Community Development Committees through its Community Development representatives. No project may be undertaken or services provided in any municipality without the prior approval of the governing body of the municipality, which approval shall be established in accordance with the provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., in addition to such other approvals as may be required by law.
- (6) By executing this agreement the municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations

### Three Year Cooperative Agreement

for fiscal years during the period in which it is participating in the urban county's CDBG program; and may not participate in the HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation and may receive a formula allocation under the ESG program only through the urban county program.

d. Establishment of Countywide Committees

There is hereby established a Countywide Committee consisting of the Chairpeople of the six Regional Community Development Committees and five other at-large members appointed by the County Executive. The role of the Countywide Committee is to recommend an allocation formula to the Board of Freeholders and to also recommend funding for multi-regional and countywide projects. These recommendations shall be submitted to both the Board of Chosen Freeholders and the Regional Community Development Committees. The creation of the countywide committee in no way diminishes or changes the authority of the County or the Regional Community Development Committees. The Community Development Director and other appropriate County staff shall discuss all Countywide and multi-regional projects with the Countywide Committee both before specific funding levels are authorized by the County and at all important stages of implementation. The term for the Countywide Committee shall coincide with the fiscal year (July 1 to June 30). No member of the Countywide Committee shall be able to vote on any matter that affects any applicant on whose board they serve.

2. Standards of Performance

Every Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., established pursuant to this Agreement shall contain standards of performance as required by the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1et seq., and by the Housing and Community Development Act of 1974 and the HOME Investment Partnership Act of 1990 Bi-annually, a report shall be prepared for the Regional and Countywide Committees and the municipalities by the Division of Community Development, which reports on all Community Development projects, their status and expenditures.

3. Estimated Cost and Allocation

The amount of Federal funds involved shall be the amount applied for by the Board of Chosen Freeholders pursuant to the recommendation of the Community Development Committees, subject to any modifications made by HUD. Any Federal funds received by letter of credit or otherwise shall be placed in a County Trust Fund established and maintained pursuant to regulations promulgated by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. These funds shall be in a separate bank account subject to the control of the County government, which shall be the designated recipient for the funds provided by the Federal Act. Upon authorization by the County, and in compliance with State law and promulgated regulations

### Three Year Cooperative Agreement

funds may be expended from this Trust Fund by the County or by payment to the particular municipality pursuant to a specific contract. Neither the Community Development Committees, the County government, nor any participating local government may expend or commit funds except as may be authorized pursuant to this Agreement and in full compliance with State and Federal laws and regulations. No participant under this contract may in any way be obligated to expend funds of its own except as may be mutually agreed in a lawful manner.

#### 4. Duration of Contract

This Agreement remains in effect until the CDBG Entitlement Program, the HOME Investment Partnership Program funds, Emergency Solutions Grant and program income received with respect to the Urban County qualification period (2021, 2022, and 2023) are expended and the funded activities completed. The County and participating municipalities may not terminate or withdraw from the Agreement while the agreement remains in effect.

- a) However, this contract may be terminated if the County fails to qualify as an Urban County, or if the County does not receive a grant in any year of the three year period. The contract may also be terminated by the U.S. Department of Housing and Urban Development. Be it further understood, that at the end of the current qualification period, this agreement will automatically be renewed for participation on successive three year periods, unless the County or participating municipality provides written notice it elects not to participate in a new qualification period. In this case, a copy of the notice must be sent to the HUD Field Office, by the date specified in the Urban County qualification notice. The County will notify each participating municipality in writing of its right to make such election by the date specified in HUD's urban county qualification notice for the next qualification period. Additionally, the County will notify all participating municipalities of any amendments as cited in the HUD Urban County Qualifications Notice for that period, or subsequent periods that must be included in the existing cooperation agreement. Any amendments will be submitted to HUD as provided in the qualification notice. Failure by the County or Municipalities to adopt an amendment and/or resubmit such amendments to HUD will void the automatic renewal of said cooperative agreement for the new qualification period.

#### 5. Designation of General Agent

The Director of the Division of Community Development is hereby designated as the administrative agent of the County of Bergen for purposes of compliance with statutory and regulatory responsibilities. He/she shall be accountable to the County Executive. The County Executive, with the concurrence of the Board of Chosen Freeholders, shall designate a Director of the Division of Community Development. The director and his/her staff shall within the resources available, provide technical and administrative support to the CD Committees, and shall provide liaison between the committees and the

## Three Year Cooperative Agreement

Board of Chosen Freeholders.

**B. Qualifications as Urban County**

In addition to such assurances and agreements as may have been made by previously executed ordinances in order to meet the criteria for funding eligibility as an "Urban County", the municipality and the County agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. This Agreement shall be effective only when sufficient municipalities have signed the contract so that 200,000 population is represented, and when all other Federal eligibility criteria for designation as an "Urban County" under the Act have been satisfied. In the event that sufficient municipalities to meet these criteria should not sign this Agreement within the time period set forth by the United States department of Housing and Urban Development, the County Executive shall so notify all signators and the Agreement shall thereupon be null and void. In order to comply with Federal requirements, the County government, through the Board of Chosen Freeholders, shall be the applicant for Community Development funds. The County has the final responsibility for selecting Community Development Block Grant, HOME Investment Program, Emergency Solutions Grant activities and annually filing Consolidated Plan with HUD, in accordance with the procedures established under Section A.1.c(3) of this Agreement.

**C. Agreement as to Specific Activities (Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.)**

**1. Activities**

- a. The municipality and the County shall take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the National Environmental Policy Act of 1969, the Uniform Relocation Act, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 (which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975), and other applicable laws. Pursuant to 24 CFR 570.501(b), a municipality is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. The Grantee or a unit of general local government that directly or indirectly receives Community Development Block Grant (CDBG) funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- b. The Municipality agrees to comply with all Federal, State, County, and Municipal laws,

### Three Year Cooperative Agreement

rules, and regulations generally applicable to the activities engaged in during the performance of the agreement.

- c. Urban county funding will be prohibited for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.
- d. The municipality has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and Local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- e. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
- f. The municipality agrees to inform the County of any income generated by the expenditure of CDBG funds received by them; that any program income must be paid to the County; that any program income the municipality is authorized by the County to retain may only be used for eligible activities in accordance with all CDBG requirements as they may apply; and that any program income generated from the disposition or transfer of property prior to or subsequent to the close-out change of status or termination of this Agreement be returned to the County. The County has the responsibility for monitoring and reporting to HUD on the use of any program income, thereby requiring appropriate record keeping and reporting by the municipality. In the event of any close-out or change in status of a municipality, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County.
- g. The municipality agrees to notify the County of any change in the use of real property acquired with CDBG funds from that planned at the time of acquisition or improvement including disposition and that the municipality will reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditure on non - CDBG funds) of property acquired or improved with CDBG funds, that is sold or transferred for a use which does not qualify under the CDBG regulations.
- h. No unit of local government may sell, trade or otherwise transfer all or a portion of such funds to a metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

## 2. County Responsibility

### Three Year Cooperative Agreement

The municipality agrees that the County, as the applicant, takes full responsibility and assumes all obligations of an applicant under the Housing and Community Development Act of 1974, the HOME Investment Partnership Act of 1990 and the Emergency Solutions Grant of 2012. This responsibility will also extend to parts of the planning and management process, for the execution of community development plan, including the analysis of needs, the setting of objectives, the development of the Consolidated Plan, and all assurances or certifications of compliance with federal and state requirements necessary under federal and state laws. The responsibility of the County shall apply to all community development projects whether or not the County or the locality carries out directly an activity or activities included in the application. The municipality agrees that the County has the authority to carry out activities which will be funded from annual Community Development Block Grants (CDBG), HOME Program and Emergency Solutions Grant, from **Federal Fiscal Years 2021, 2022, and 2023** appropriations and from any program income generated from the expenditure of such funds.

#### 3. Costs

a. Cost of Activities The costs of the community development activities and the total cost of all activities shall be as approved pursuant to Section A.1.c(3) and d, and in the application submitted to HUD, subject to approval and funding by HUD, and to any modification in the total grant award or cost of activities required by HUD.

b. Municipal Designation to Carry Out Activities

The activities to be completed under the Community Development Program will be carried out by the County with participation of the Committees as set forth in Section A.1.c(3) and d. except those being carried out directly by participating municipalities.

c. Payment Payments for the conduct of activities to be carried out by individual municipalities will be made to the municipality on the basis of vouchers and resolutions submitted by the approving authority of the municipality. The final 10% of the activity cost will be made upon certification by the municipality and verification by the County that the activity has been completed in a satisfactory manner according to paragraph C.4. below of this agreement, and applicable Federal and State requirements.

#### 4. Standards of Performance

Activities to be carried out under the Housing and Community Development Act, the HOME Investment Partnership Act of 1990, the Emergency Solutions Grant of 2012 this Agreement shall be performed in accordance with Federal, State and local laws and regulations. In carrying out the activities, the County will be responsible for contact with other local, State and Federal agencies to prevent duplication of effort, and to foster coordination of related activities. Activities to be carried out by individual municipalities shall adhere to County design and construction standards, and shall be based on work proposals and budget outlines submitted to the County for review. The Director of the Division of Community Development or other County staff members, as may be necessary, shall grant approval prior to the commencement of any work involved in carrying out the

### Three Year Cooperative Agreement

activity. The County will establish a staff responsible for managing the program, and this staff will prepare timely progress reports of activities to be distributed to the Mayors and governing bodies of participating municipalities and the general public.

#### 5. Time Period

In accordance with HUD regulations, activities included in the application shall be completed or substantially underway during the program year, which shall be one year from the date of notification of the grant awarded by HUD. Work on the activities to be carried out directly by municipalities shall commence only upon release of funds by HUD and conformance to local finance board regulations and only upon notification by the County that the municipality is authorized to initiate the project. Work on these activities should begin as soon as possible following issuance of this notice to the municipalities, and should be completed in a timely manner. If a project is not started or implemented in a timely manner as set forth above, after due notice and warnings are given to the municipality in question, the regional CD Committee and the Board of Chosen Freeholders reserve the right to reallocate these funds.

#### 6. Availability of Records for Audit

Required records of progress of activities carried out by the County and by individual municipalities will be maintained according to the HOME Investment Partnership Act of 1990 and accompanying regulation; FMC 74-7 the New Jersey Division of Local Finance, and other applicable requirements. All records shall be kept in a manner prescribed by these regulations and shall be available for audit by the proper authorities. Records of activities carried out by the County shall be maintained by the Director of the Division of Community Development of the County or his/her designated subordinate, and records of activities carried out by individual municipalities shall be maintained by the municipal clerk of the municipality carrying out the activity.

#### D. Signators

This Agreement shall be executed in similarly worded counterparts, each of which shall be signed by the County Executive and the chief executive of an individual municipality, (the chief executive of a municipality is the mayor except in council manager governments, in which case, the chief executive is the manager) after authorization by the Board of Chosen Freeholders and the governing body of the municipality, to execute this Agreement. Each such signator agrees to cooperate with all other signators and be found as if all had signed the same Agreement.

#### E. Modification and Amendment

##### 1. Modification of Costs and/or Activities

In the event that any modifications of the cost of an activity or any activity itself shall become necessary, or is requested by the County or a municipality participating in or carrying out an activity, the County may increase or decrease the cost of an activity or modify the activity, subject to all necessary HUD and municipal approvals, and only after

**Three Year Cooperative Agreement**

appropriate committee approvals, provided that the total funding does not exceed the total grant award. Municipal requests for cost or activity modifications must be by a resolution of the governing body and shall also require passage of a resolution by the Board of Chosen Freeholders. County requests for cost or activity modifications of a municipal project shall be made in writing by the County Executive subject to approvals by resolutions of the governing bodies of the municipality or municipalities involved.

2. Addition or Deletion of Projects

Projects may be added or deleted by the County with such HUD approvals as are required and the approval of the municipality or municipalities involved. Said approvals shall be by resolution of the municipality or municipalities and the County and shall be subject to paragraphs C.4. and C.4., above. Projects will not be added or deleted without appropriate review by the respective Committee(s).

F. Severability

In the event that any portion of this agreement shall be made inoperative by reason of judicial or administrative ruling, the remainder shall continue in effect.

G. Supersession

This Agreement shall supplement any previous agreements on this subject and shall replace and supersede any previously agreed upon provisions only to the extent of conflict of purpose.

H. Opinion of County Counsel

Pursuant to the requirements of the HUD regulations, this Agreement was reviewed by the County's Counsel for compliance therewith and it is the opinion of County Counsel that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower-income housing assistance activities.

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Michael Ghassali  
Mayor

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk/Administrator (Seal)

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 113-2020**

**RE: BERGEN MUNICIPAL EMPLOYEE BENEFITS FUND RESOLUTION TO RENEW**

**WHEREAS**, a number of public entities in the State of New Jersey have joined together to form the **Bergen Municipal Employee Benefits Fund**, hereafter referred to as "FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

**WHEREAS**, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

**WHEREAS**, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

**WHEREAS**, the governing body of The Borough of Montvale, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the The Borough of Montvale hereby agrees as follows:

- i. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
  - a.) Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

## BERGEN MUNICIPAL EMPLOYEE BENEFITS FUND

### INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020, in the County of

\_\_\_\_\_, State of New Jersey, By and Between the **Bergen Municipal Employee Benefits Fund** referred to as "FUND" and the governing body of the

\_\_\_\_\_ a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

#### WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.

2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.

3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **July 1, 2020** and ending on **December 31, 2022** at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon 90 day written notice to the FUND.

4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.

5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

**BERGEN MUNICIPAL EMPLOYEE BENEFITS FUND**

**ADOPTED:** \_\_\_\_\_  
Date

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 114-2020**

**RE: 2020-2022 County of Bergen Municipal Snow Plow Agreement**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the appropriate municipal officials be and are hereby authorized to execute the attached two-year consecutive snow season agreement to participate in the 2020-2022 County Snow Plowing Program.

**BE IT FURTHER RESOLVED**, that the Borough of Montvale shall use the Pascack Valley Department of Public Works and/or contractor to perform the snow/ice pushing and removal control operations on all roads and streets located within the Borough of Montvale.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

**COUNTY OF BERGEN – SHARED SERVICES AGREEMENT – SNOW PLOWING/SALTING**

THIS AGREEMENT made on the 30th day of June, 2020 by and between the COUNTY OF BERGEN, a body politic and corporate of the STATE OF NEW JERSEY, acting by and through the Director of Public Works, 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."

WHEREAS, the Board of Chosen Freeholders of the County of Bergen, is authorized by N.J.S.A. 27:16-33, to cause snow to be plowed from the County owned or County controlled roads; and

WHEREAS, it is the desired plan of the County to employ the services of the Municipality for snow plow operations and salting on county roads located within the Municipality for a period of two snow seasons.

NOW, THEREFORE, for the consideration hereinafter stated, the parties hereto agree as follows:

(1) The Municipality agrees that it will furnish the necessary equipment and personnel required to perform snow plowing operations on County roads located within the Municipality for the two winter seasons commencing October 1, 2020, and ending April 30, 2022.

(2) The Municipality, through the Superintendent of Public Works or designated official, will have complete supervision of snow plow operations. The Municipality agrees it will commence plowing of County roads simultaneously with operation on municipal streets once snow reaches a minimum depth of two (2) inches, and it appears that snowfall will continue. The Municipality agrees to keep the County Snow Control informed of the progress of the snow plowing operations.

(3) The Municipality agrees that it shall defend and save the County of Bergen harmless from any and all claims that may be filed either in equity or law, arising from the performance of this Agreement, and that it shall secure and maintain throughout the duration of this Contract, comprehensive Automobile Liability insurance in an amount not less than \$1,000,000 CSL (combined single limit) and general liability insurance in an amount not less than \$1,000,000 per occurrence and Umbrella Excess Liability Insurance in an amount not less than \$4,000,000 per occurrence. The Municipality further agrees that the County of Bergen shall be provided a Certificate of Insurance naming the county of Bergen as an additional insured with respect to services performed under this Contract, and evidencing the minimum limits of insurance coverage set forth in this agreement

(4) The County will compensate the Municipality for conducting said snow plow operations at a rate of one hundred and ten dollars (\$110) per hour of active plowing. The County will not be required to pay for standby time. To receive prompt payment, Municipality agrees to submit County of Bergen Direct Vouchers within five (5) days after completion of snow plowing of each storm. Municipality understands and agrees that the county will not pay vouchers submitted more than thirty days after the storm. The County may audit the Municipality's records to confirm the information set forth in the Voucher and the payment due to Municipality for each storm.

(5) The County will, during the term of this agreement, continue to provide the Municipality with salt consistent with past practice, sufficient to allow the Municipality to salt the County roads in the same manner whenever weather conditions are such that the Municipality salts its municipal streets.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement in the manner provided by laws, the day and year after above written.

BOROUGH OF MONTVALE/PVDPW

COUNTY OF BERGEN

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Michael Ghassali  
Title: Mayor \_\_\_\_\_

James J. Tedesco III, County Executive, or  
Julien X. Neals, Acting County Administrator

Date: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 115-2020**

**RE: A Resolution Awarding a Contract to Asphalt Paving Systems, Inc. Pursuant to State Contract T-2507 for the Provision of Micro-Surfacing Services in Connection with the 2020 Roadway Improvements Program**

**Whereas**, the Borough of Montvale, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State Contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

**Whereas**, the Borough of Montvale solicited a quote from Asphalt Paving Systems, Inc. ("APS") under State Contract No. T-2507 for the provision of micro-surfacing services on Sheppard Drive, Candlelight Drive, Old Lantern Court, and Huff Terrace in connection with the 2020 Roadway Improvements Program; and

**Whereas**, a Proposal dated April 3, 2020, was received from APS in the amount of \$75,675.48, consistent with the pricing on State Contract T-2507; and

**Whereas**, the Borough Engineer has recommended that the Borough award this contract to APS consistent with the April 3, 2020 Proposal, a copy of which is attached hereto and made a part hereof; and

**Whereas**, the Chief Financial Officer has certified that sufficient funds have been appropriated and are available for this purpose.

**Now, Therefore, Be It Resolved** that the Borough of Montvale hereby accepts the April 3, 2020 Proposal of Asphalt Paving Systems, Inc., P.O. Box 530, Hammonton, New Jersey, 08037, for the aforementioned micro-surfacing services and authorizes all appropriate officials to execute an agreement and/or purchase order for this contract, subject to all the conditions applicable to State Contract No. T-2507 and subject to approval by the Borough Attorney and Borough Engineer.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

400 Valley Road, Suite 304  
Mount Arlington, NJ 07856  
T: 973.398.3110  
F: 973.398.3199  
www.maserconsulting.com

June 15, 2020

**VIA EMAIL**

Maureen Iarossi-Alwan  
Borough Clerk/Borough Administrator  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07643

Re: 2020 Roadway Improvements Program  
Recommendation of Award- Alternate Bid 'A' - Micro-Surfacing  
Borough of Montvale, Bergen County, NJ  
**MC Proposal No. MVB-013**

Dear Ms. Iarossi-Alwan:

As indicated in our March 5, 2020 proposal, Alternate Bid 'A' – Micro-Surfacing for the above-referenced project, Maser has coordinated with the pre-approved State Contractor, Asphalt Paving Systems, Inc., for micro-surfacing to be completed as a part of the 2020 Roadway Improvements Program. The micro-surfacing work is anticipated to be completed by the end of August 2020. The following roads are proposed to be completed by Asphalt Paving Systems, Inc.:

- Sheppard Drive;
- Candlelight Drive;
- Old Lantern Court; and
- Huff Terrace.

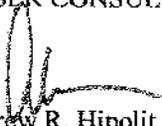
This office recommends the award for the project in the amount of **\$75,675.48** to Asphalt Paving Systems, Inc. at the Mayor and Council meeting scheduled for June 30, 2020. A copy of the proposal is attached.

Our recommendation is subject to the approval of Asphalt Paving Systems proposal by the Mayor and Council and certification of funds by the Borough.

If you have any questions on this matter, please feel free to contact me.

Very truly yours,

MASER CONSULTING P.A.

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

ARH/cd

Attachment: APS proposal

cc: Mayor and Council (via Clerk/Administrator  
Rich Campanelli, Public Works Superintendent ([rpw@rivervalenj.org](mailto:rpw@rivervalenj.org))  
Joseph W. Voytus, Esq., Borough Attorney ([jwvovtus@boggialaw.com](mailto:jwvovtus@boggialaw.com))



P. O. Box 530 - Hammonton, NJ 08037  
 Phone (609) 561-4161 - Fax (609) 561-0920

New Jersey State Contract #: T2507

Proposal Date: 4/3/2020

Customer: Montvale (Maria Bekkleman)

Location: Various totaling 21,207 SY

Purchase Order #: 17-GNSV2-00181

LINE #	DESCRIPTION	UNIT	UNIT PRICE	QTY	INVOICE AMT
1	Micro-Surfacing Aggregate Type II	TN	\$78.50	202	\$15,857.00
2	Micro-Surfacing Aggregate Type III Rut-Filling	TN	\$235.00		\$0.00
3	Micro-Surfacing Emulsion	GA	\$6.52	7,499	\$48,893.48
4	Tack Coat	GA	\$2.74		\$0.00
5	HMA Patch	TN	\$515.00		\$0.00
6	Full Depth Concrete Pavement Repair - HMA	SY	\$300.00		\$0.00
7	Sealing of Cracks and Joints in Hot Mix Asphalt - Surface Course	LF	\$1.15	9,500	\$10,925.00
8	Sealing of Existing Cracks and Joints in Concrete Pavement	LF	\$2.00		\$0.00
9	Removal of RPM	EA	\$15.00		\$0.00
10	RPM, Bi-Directional, Amber Lens	EA	\$50.64		\$0.00
11	Traffic Stripes, 4"	LF	\$0.69		\$0.00
12	Traffic Stripes, Latex 4"	LF	\$0.28		\$0.00
13	Traffic Control, State	HR	\$545.00		\$0.00
14	Removal of Traffic Stripes	LF	\$0.64		\$0.00
15	Traffic Control, County & Municipality	HR	\$435.00		\$0.00
16	RPM, Mono-Directional, White Lens	EA	\$50.64		\$0.00
17	RPM, Mono-Directional, Amber Lens	EA	\$50.64		\$0.00
18	Rumble Strip	LF	\$0.77		\$0.00
19	Slurry Seal Aggregate, Type II	TN	\$84.83		\$0.00
20	Slurry Seal Emulsion	GA	\$7.10		\$0.00
21	Micropaving Joints	LF	\$3.87		\$0.00
22	Traffic Stripes, 6"	LF	\$0.78		\$0.00
23	Traffic Markings Lines, 8"	LF	\$1.23		\$0.00
24	Traffic Markings Lines, 24"	LF	\$7.20		\$0.00
25	Traffic Markings Symbols	SF	\$12.00		\$0.00
26	Traffic Stripes, Latex 6"	LF	\$0.30		\$0.00
27	Traffic Markings Symbols, Latex	SF	\$5.20		\$0.00
28	Micro-Milling	SY	\$21.00		\$0.00
29	Traffic Marking Lines, Latex 8"	LF	\$1.32		\$0.00
30	Traffic Marking Lines, Latex 24"	LF	\$3.90		\$0.00
0	Asphalt Price Adjustment	LS			\$0.00

**Total**

**\$75,675.48**



**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 116-2020**

**RE: Award Professional Service Contract /Engineering Services/Authorization To Bid FY2020 NJDOT Municipal Aid/Paragon Drive & Phillips Parkway/Maser Consulting**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional services to design, construction observation services and bidding municipal road improvements for the FY2020 NJDOT Municipal Aid Program Paragon Drive and Philips Parkway Improvement Project; 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; and

**WHEREAS**, Maser Consulting, 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a proposal dated March 24, 2020 to provide the engineering services for services which are detailed and attached to the original of this resolution, and

**WHEREAS**, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

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

- 1) That the proposal for the scope of engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Design & Bidding Services
- 3) The cost not to exceed shall be \$35,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Account:

Not to Exceed: \$35,000.00

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

APPROVED:

\_\_\_\_\_  
Michael Ghassali  
Mayor



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

*Engineering Rpt.*  
*MSO*

400 Valley Road, Suite 304  
Mount Arlington, NJ 07856  
T: 973.398.3110  
F: 973.398.3199  
www.maserconsulting.com

March 24, 2020

**VIA EMAIL**

Ms. Maurcen Iarossi-Alwan  
Borough Clerk/Borough Administrator  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07645

Rc: Proposal for Professional Engineering Services and Authorization to Bid  
FY2020 NJDOT Municipal Aid  
Paragon Drive and Philips Parkway  
Borough of Montvale, Bergen County  
**MC Proposal No. MVB-615P**

Dear Ms. Iarossi-Alwan:

Maser Consulting P.A. (Maser Consulting) is pleased to present this proposal for Professional Engineering Services for the 2020 NJDOT Grant Program Roadway Improvements Project. The application for this funding was approved by the Mayor and Council as a Resolution for "Various Streets" and was adopted at the June 26, 2019 meeting as Resolution 143-2019. The NJDOT subsequently notified the Borough that they are eligible for \$220,000.00 in funding for the 2020 fiscal year. Note that the preliminary engineering estimate for this work is approximately \$890,000.00. However, we anticipate total available funding for the project, including grant award and professional fees, to be \$450,000.00. Therefore, the base bid will be Philips Parkway from Mercedes Drive to West Grand Avenue, and Paragon Drive will be divided into alternate bids, as necessary, starting at West Grand Avenue and moving in a northerly direction.

The following proposal presents the steps necessary to perform the scope of services:

**SCOPE OF SERVICE**

**TASK 1.0 DESIGN & BIDDING SERVICES**

Maser Consulting will prepare a public bid package for the above-noted scopes of services and will include the supplemental and technical specifications for all proposed improvements. The specifications will be prepared in the latest NJDOT format, as amended. Our office will administer the NJDOT Local Aid process and update SAGE at the appropriate milestones throughout the project up to construction.



Maser Consulting will address questions from bidders, attend the bid opening, prepare a bid summary and make a recommendation of Contractor award to the Mayor and Council.

**Task 1.0 Cost Not to Exceed** **\$35,000.00**

**PROJECT SCHEDULE**

	<u>Approximate Start Date</u>	<u>Approximate End Date</u>
Mayor & Council approval and Authorization to Bid	May 2020	
Preparation of Design Plans and Specifications	March 2020	April 2020
NJDOT Review and Concurrence	April 2020	May 2020
Bidding of Project	May 15, 2020	June 4, 2020
Award	June 30, 2020	
Construction	July 2020	August 2020

**EXCLUSIONS**

1. Survey;
2. Construction testing;
3. Submission and/or Application to any agencies other than NJDOT Local Aid;
4. Any other exclusions previously referenced in the scope of services.

**CONCLUSION**

If the Borough finds this proposal acceptable, please forward a copy of the Resolution authorizing the work to be performed. If you have any questions pertaining to this matter, please do not hesitate to call me.



Ms. Maureen Iarossi-Alwan  
MC Proposal No. MVB-615P  
March 24, 2020  
Page 3 of 3

Thank you for the opportunity to submit this proposal to you.

Very truly yours,  
MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'A. Hipolit', with a long horizontal flourish extending to the right.

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

ARH/dw

R:\Projects\MVB\MVB-615P 2020 NJDOT Paragon&Philips\Proposals\200324\_arh\_iarossiAlwan NJDOT FY2020 Proposal.docx

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 117-2020**

**RE: Award Professional Service Contract /Construction Observation Services//Maser Consulting**

**WHEREAS**, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional services for construction observation services for the FY2019 NJDOT Municipal Aid Edgren Way & Ramapo Road; 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; and

**WHEREAS**, Maser Consulting, 400 Valley Road, Suite 304, Mt. Arlington, NJ 07856 has submitted a proposal dated June 18, 2020 to provide the engineering services for services which are detailed and attached to the original of this resolution, and

**WHEREAS**, the Certified Municipal Finance Officer has certified funds are available certification hereto attached to the original of this resolution.

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

- 1) That the proposal for the scope of engineering services is attached to this resolution which is made part of this resolution shall be awarded to Maser Consulting.
- 2) That the following be provided: Construction Observation/Administration
  - 1) Construction/Observation Administration \$35,000.00
- 3) The cost not to exceed shall be \$35,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be published an official newspaper of the Borough of Montvale, be on file, available for public inspection, in the office of the Municipal Clerk, Municipal Complex, 12 Mercedes Drive, Montvale, NJ 07645.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

APPROVED:

\_\_\_\_\_  
Michael Ghassali  
Mayor

Account:  
Not to Exceed: \$35,000.00



Engineers  
Planners  
Surveyors  
Landscape Architects  
Environmental Scientists

*read*

400 Valley Road, Suite 304  
Mount Arlington, NJ 07856  
T: 973.398.3110  
F: 973.398.3199  
www.maserconsulting.com

June 18, 2020

**VIA EMAIL**

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

Re: **Proposal for Construction Observation Services**  
FY2019 NJDOT Municipal Aid  
Edgren Way & Ramapo Road  
Borough of Montvale, Bergen County, NJ  
**MC Proposal No. MYB-010P**

Dear Ms. Iarossi-Alwan:

Maser Consulting P.A. (Maser Consulting) is pleased to present this proposal for Construction Observation Services for the 2019 NJDOT Grant Program Roadway Improvements Project. The application for this funding was approved by the Mayor and Council as a Resolution for "Various Streets" and was adopted at the October 9, 2018 meeting as Resolution 197-2018. The NJDOT subsequently notified the Borough that they are eligible for \$207,000.00 in funding for the 2019 fiscal year.

The Mayor & Council awarded the work under this contract to Cifelli & Son in the amount of \$249,858.25 at the June 9, 2020 meeting under Resolution #105-2020.

The work includes improvements to Edgren Way and Ramapo Road.

**SCOPE OF SERVICES**

---

**CONSTRUCTION OBSERVATION SERVICES**

Maser Consulting will provide Construction Observation services for the 2019 NJDOT Municipal Aid Road Improvements Program. Maser Consulting will utilize the specifications that we developed for this project to monitor the Contractor's performance and enforce compliance with the contract documents and project schedule.

Maser Consulting will provide the Borough with part-time, on-site observation services for the project. Maser Consulting will coordinate a preconstruction meeting for the project and maintain



observation reports. Maser Consulting will review and prepare Contractor payments as well as change orders, as necessary. If the Contractor supplies unacceptable work or material, Maser Consulting will take an immediate course of corrective action on behalf of the Borough.

Maser Consulting will review all submittals for the project, including shop drawings and As-Built drawings, provided by the Contractor. Prior to completion, Maser Consulting will provide the Borough with a final punch list as created by the Inspector. The punch list will detail any open items along with the anticipated completion deadlines. Upon completion of the punch list items, a final site observation will be scheduled with the Contractor to close out the project. Maser Consulting will prepare the paperwork for project close out and final payment to the Contractor. In addition, Maser Consulting will administer the NJDOT Local Aid process and submit the required items at NJDOT milestones to ensure reimbursement to the Borough.

**TOTAL CONSTRUCTION OBSERVATION SERVICES: \$35,000.00**

**EXCLUSIONS**

1. Construction testing;
2. Submission and/or Application to any agencies other than NJDOT Local Aid; and
3. Any other exclusions previously referenced in the scope of services.

**CONCLUSION**

If the Borough finds this proposal acceptable, please forward a copy of the Resolution authorizing the work to be performed. If you have any questions pertaining to this matter, please do not hesitate to call me.

Thank you for the opportunity to submit this proposal to you.

Very truly yours,  
MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit', is written over a horizontal line.

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

ARH/cd

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 118-2020**

**RE: Authorize Release of Escrow / L & M Developers, LLC/Block 1704/Lot 17**

**WHEREAS**, L&M Developers, LLC located located at 22 Ruth Place, Park Ridge, NJ 07656 has requested release of escrow posted for Block 1704, Lot 17 address of 1 Robert Road, Montvale; and

**WHEREAS**, the Borough Engineer and other Borough professionals take no exception to the release; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale hereby release to L&M Developers, LLC in the amount of \$3,481.97; and

**BE IT FURHTER RESOLVED**, the Treasurer shall receive a copy of this resolution for processing.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

APPROVED:

\_\_\_\_\_  
Michael Ghassali  
Mayor

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 119-2020**

**RE: Authorize Refunds of Adventure/Summer Camp Programs**

**BE IT RESOLVED**, the attached listing is hereby granted refunds for Adventure/Summer Camp registrations.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 120-2020**

**RE: Authorize Contract Health Awareness Regional Program (HARP) / Hackensack Meridian Health / Hackensack University Medical Center**

**WHEREAS**, the Board of Health of the Borough of Montvale has received and reviewed the proposal from Hackensack Meridian Health, Hackensack University Medical Center (HARP) on Monday March 2, 2020 at their regular meeting; and

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

**WHEREAS**, the Board of Health recommends the Health Department Services of Hackensack Meridian Health, Hackensack University Medical Center based upon the services provided by the Agency; and

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2020 Budget for this contract for public health services, administrative services, health education, public health nursing and other related services as outlined in the attached contract; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contract for Health Services for 2020 be and is hereby awarded to Hackensack Meridian Health, Hackensack University Medical, Center, Hackensack, NJ 07601 pursuant to the terms and conditions as outlined in the attached contract effective January 1, 2020, copy of which is attached to this resolution in the amount of \$9,138.00 payment as outlined in the attached proposal.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

\_\_\_\_\_  
Michael Ghassali  
Mayor

## **THIS IS A CONTRACT**

**Between**                    **HEALTH AWARENESS REGIONAL PROGRAM  
HACKENSACK MERIDIAN HEALTH  
HACKENSACK UNIVERSITY MEDICAL CENTER  
HACKENSACK, NEW JERSEY 07601**

hereinafter referred to as **AGENCY**

**And**                         **BOROUGH OF MONTVALE BOARD OF HEALTH**

hereinafter referred to as "**HEALTH DEPARTMENT**"

**Witnesseth:**             That for and in consideration of the mutual promises herein contained it is understood and agreed by the parties that:

**Article I**                 The Health Department is required to establish and maintain a program of recognized standards of performance as set forth in the New Jersey Administrative Code, Title 8-Chapter 52, effective as of February 18, 2003. The AGENCY will provide the Public Health services as specified in these standards of performance.

**Article II**                Public health services shall include administrative services as set forth at N.J.A.C. 8:52-5, health education services as set forth at N.J.A.C. 8:52-6, public health nursing services as set forth at N.J.A.C. 8:52-7, and the three core functions of public health which have been expanded to become the "10 essential public health services" in (a) 1 through 10.

**A.**     Public health services shall:

1.     Monitor health status to identify community health problems as set forth at N.J.A.C. 8:52-10.
2.     Diagnose and investigate health problems in the community as set forth at N.J.A.C. 8:52-12
3.     Inform, educate and empower people regarding health issues as set forth at N.J.A.C. 8:52-6.
4.     Mobilize community partnerships to identify and solve health problems as set forth at N.J.A.C. 8:52-9.
5.     Develop policies and plans which support individual and community health efforts as set forth at N.J.A.C. 8:52-11.
6.     Enforce the laws and regulations that protect health and ensure safety as set forth at N.J.A.C. 8:52-14.
7.     Link people to needed personal health services and assure health care when it is otherwise unavailable as set forth at N.J.A.C. 8:52-13.
8.     Ensure a competent local public health system and assure a competent personal health care workforce as set forth at N.J.A.C. 8:52-8.

9. Evaluate the effectiveness, accessibility, quality of of personal and population-based health services as set forth at N.J.A.C. 8:52-16.
10. Research for innovative solutions to health problems as set forth at N.J.A.C. 8:52-15.

Article III

TERM OF CONTRACT

- A. This Agreement shall be effective January 1, 2020 and shall be reviewed annually. Specific points to be considered will include:
  1. Review of hours, fees, costs and charges
  2. Review of both parties compliance with all aspects of the contract.

Article IV

SPECIALIZED REGIONAL EXPERTISE AND CAPACITY

- A. Each local health agency shall have access to the following regional expertise and capacities to meet standards of performance:
  1. Administrative leadership and planning and coordination to implement all "10 essential public health services" set forth at N.J.A.C. 8:52-3.3 (a) 1 through 10;
  2. Public health community planning and coordination of population-based preventive health services;
  3. Coordinated public health nursing services and the administration thereof;
  4. Coordinated public health education and health promotion services and the administration thereof;
  5. Coordinated prevention and control of communicable disease.

Article V

EMERGENCY RESPONSE CAPACITY

- A. 8:52-12.2 Each local health agency shall ensure its capacity to immediately respond to a public health emergency in accordance with applicable State and Federal requirements. Each local health agency shall also:
  1. Maintain a mechanism which allows for emergency communication 24 hours per day, seven days per week, including weekends and holidays;
  2. Develop a preparedness plan with the local public health system to address public health emergencies. The plan shall be consistent with and be integrated with the Health Alert Network; and
  3. Orient and train staff (through exercises) to their roles and responsibilities under the plan at least annually.
- B. Each local health agency shall work with their Municipal and County Office of Emergency Management to ensure the coordination and integration of public health and emergency management planning and response activities.

Article VI

HEALTH PROMOTION

- A. 8:52-6.2 Each local health agency shall provide a comprehensive health education and health promotion program which is developed and overseen by a health educator and provides integrated support to the daily operation of the local health agency.
- B. Each local health agency shall implement and evaluate culturally and linguistically appropriate population-based health education and health promotion activities that are developed in accordance with the Community Health Improvement Plan.
- C. Each local health agency shall ensure that health education and health promotion services provide the core public health functions and delivery of the "10 essential health services" at N.J.A.C. 8:52-3.2 (a) 1 through 10.

Article VII

QUALIFICATIONS OF THE DIRECTOR OF HEALTH EDUCATION

- A. Qualifications of the Director of Health Education shall be:
  - 1. Hold a master or baccalaureate degree in a related field, including, but not limited to, health education, community health, nursing and/or public health from an accredited college or university.
  - 2. Baccalaureate degree registered nurse meeting credentialing standards of the American Nurses Credentialing Center (ANCC) as a Community Health Nurse.
  - 3. Meet national credentialing standards as a Certified Health Education Specialist (CHES). Specifically exempted from the requirement is any individual who holds this position prior to February 18, 2003 and/or certification as a Community Health Nurse from the American Nurses Credentialing Center.
  - 4. Have a minimum of two years of relevant experience if master degree trained for five years of relevant experience if baccalaureate degree trained.
  - 5. Complete fifteen (15) continuing education contact hours of public health-related instruction annually; 8 of which shall be comprised of workforce leadership courses. The programs shall be approved by the Office of Local Health or its authorized representative.

Article VIII

DUTIES OF THE DIRECTOR OF HEALTH EDUCATION

- A. 8:52-6.2 The services of health education director to assure that health education and health promotion services provide the core public health functions and delivery of the ten essential health services. N.J.A.C. 8:52-3.2 (a) 1-10.
- B. Directs the assessment, planning and implementation of health education programming and recommends, plans revisions or additions to health education programs as required by emerging health trends and community needs.

- C. Evaluates effectiveness of health education programs, assesses achievement of objectives and interprets results of program evaluations.

Article IX

QUALIFICATIONS OF THE HEALTH EDUCATOR

- A. The health educator shall have completed the following:
  - 1. Hold a baccalaureate degree in a related field, including, but not limited to, health education, community health, nursing and/or public health from an accredited college or university.
  - 2. Meet national credentialing standards of the profession as a Certified Health Education Specialist (CHES). Specifically exempted from this requirement is any individual who holds this position prior to February 18, 2003.
  - 3. Have a minimum of two years of relevant experience in health education.
  - 4. Complete a minimum of nine continuing education contact hours annually in accordance with the requirements of the National Commission for Health Education Credentialing, Inc., that is, CHES certification.

Article X

DUTIES OF THE HEALTH EDUCATOR

- A. Provide structured programs in accordance with community health education needs, which shall include health components for Alcohol Abuse Control, Drug Abuse Control, Smoking Prevention and Cessation, Nutrition, Injury Control, and Physical Fitness and Exercise.
  - 1. An assessment of health education needs and identification of target populations based on New Jersey State Department of Health and Senior Services Community Health Profile information and other relevant data.
  - 2. Written health education program plans with measurable objectives for the six components, based on the health Promotion Guidelines.
  - 3. Identification and involvement of local leadership in the planning implementation and maintenance of needed health education services and programs, collaborating with other agencies and consulting with specialists as needed.
  - 4. Application of appropriate health education intervention for the effective implementation of health education program.
  - 5. Integration of health education into the other health programs and services, covering the six required promotion topics above.
  - 6. Staff consultation and training in the application of health education techniques.

7. Evaluation and report of success in achieving predetermined health education objectives.

Article XI

SPECIFIC RESPONSIBILITIES OF THE HEALTH DEPARTMENT

- A. Plan jointly with the health educator for health education services.
- B. Delegate to the Health Educator the responsibility for the professional aspects of health education.

Article XII

PUBLIC HEALTH NURSING SERVICES

- A. Each local health agency shall provide comprehensive public health nursing services that provide integrated support to the daily operation of the local health agency.
- B. Each local health agency shall ensure that public health nursing practice provides the core public health functions and the delivery of the "10 essential public health services" as set forth at N.J.A.C. 8:52-3.2 (a) 1 through 10.

Article XIII

QUALIFICATIONS OF DIRECTOR OF PUBLIC HEALTH NURSING

- A. Hold a masters degree from an accredited college or university in public health, or a masters degree in nursing from an accredited school of nursing.
- B. Current license to practice as a registered professional nurse and who is certified by the New Jersey State Board of Nursing.
- C. Minimum of five years of supervisory experience in public health.
- D. Complete fifteen (15) continuing education contact hours of public health-related instruction annually; 8 of which shall be comprised of workforce leadership courses.

Article XIV

QUALIFICATIONS OF PUBLIC HEALTH NURSE SUPERVISOR

- A. A registered professional nurse currently licensed in New Jersey who has completed a baccalaureate degree program approved by the National League of Nursing for public health nursing.
- B. This nurse will have three years experience in public health nursing under qualified nursing supervision.
- C. Complete fifteen (15) continuing education contact hours of public health-related instruction annually; 8 of which shall be comprised of workforce leadership courses.

Article XV

DUTIES OF PUBLIC HEALTH NURSE DIRECTOR/SUPERVISOR

- A. 8:52-2.3 - The services of a public health nurse director or supervisor to assess, plan, implement and evaluate public health nursing services in accordance with community health needs;

- B. Up to date written objectives, policies and procedures developed in cooperation with the health officer, for each activity in which there is nursing participation which relate to the overall goals of the local health agency;
- C. Orientation inservice and continuing education programs for nursing staff;
- D. Integration, in conjunction with the health educator, of the relevant components of the health promotion program into all activities involving public health nursing services.
- E. Monitor documentation of individual and other service records in accordance with professional standards.
- F. Orientation and inservices for professional nursing staff.

Article XVI

QUALIFICATIONS OF PUBLIC HEALTH NURSING

- A. Hold a baccalaureate degree in nursing from an accredited college or university or graduation from a School of Nursing approved by the New Jersey State Board of Nursing.
- B. Current license to practice as a registered nurse by the New Jersey State Board of Nursing.
- C. Have a minimum of one year experience in public health or working with a preceptor.
- D. Complete a course in population-based public health nursing within one year of employment.
- E. Complete fifteen (15) continuing education contact hours of public health related instruction annually.

Article XVII

DUTIES OF A PUBLIC HEALTH NURSE

- A. Each local health agency shall ensure that public health nursing practice provides the core public health functions and the delivery of the "10 essential public health services" as set forth at N.J.A.C. 8:52-3.2(a) 1 through 10. These services shall be developed and overseen by a public health nurse.
- B. COMMUNICABLE DISEASE
  - 1. The local board of health shall conduct a program for the surveillance, investigation and control of reportable disease and shall:
    - a. Document episodes of reportable disease including occupational diseases and/or incidents and transmit the information of the State and other agencies as required by Chapter Two, Reportable Diseases (N.J.A.C. 8:57-1) of the State Sanitary Code and N.J.S.A. 26:4;
    - b. Collaborate with supervisor, health officer, and local board of health designee to disseminate and exchange information relative to outbreaks of disease with physicians, hospitals,

boards of education, and other responsible health agencies as appropriate; and,

- c. Analyze reported data to provide a basis upon which to plan and evaluate an effective program for the prevention and control of infectious diseases.
2. Assist all schools/child care centers to implement and enforce the immunization requirements of Chapter 14, of the State Sanitary Code, by conducting periodic surveys and record audits.

C. ADULT/OLDER ADULT CHRONIC DISEASE HEALTH SCREENING SERVICES

1. To provide adult/older adult health consultation and chronic disease screening services which identifies but is not limited to the health needs of adults age 65 and older for the residents of the municipality.
  - a. To plan for and administer regularly scheduled Adult/Older Adult Health and Chronic Disease Consultation Clinics.
  - b. To plan for and administer other health consultation and health promotion activities as indicated and requested, based on an identified need.
  - c. These health consultation and promotion activities shall include:
    - 1) Hypertension screening
    - 2) Cardiovascular risk factor assessment, counseling and education
    - 3) Diabetes risk factor, assessment, counseling and education
    - 4) Cancer risk factor, assessment and counseling
    - 5) General health needs assessment
    - 6) Provide follow-up and referral as appropriate, for all non-negative screening results or for individual needs as identified in assessment
    - 7) Place an emphasis on prevention through the education of life-style modification to reduce negative health risks
  - b. Provide for an annual flu immunization program.
  - c. To maintain confidential individual client records and other records as required by the Municipality.

Article XVIII

SERVICE LIMITATIONS

All services performed by the Agency pursuant to this Agreement shall be done in conformity with the medical and other policies of the Agency.

Article XIX

AGENCY RESPONSIBILITIES

- A. Develop, provide and maintain: patient care records, screening, surveys, consents, and other documents in accordance with acceptable professional standards. If this agreement is terminated or not renewed for any reason, all patient care records shall be provided to the Montvale Health Department at no charge. The Agency shall comply with the provisions of HIPAA and any corresponding laws of the State of New Jersey as amended from time to time in the maintenance, use, and disclosure of all protected health information.
- B. All new documents developed by HARP will remain the property of the Health Awareness Regional Program (HARP) of Hackensack University Medical Center.
- C. Maintain such insurance as will protect it from claims under Worker's Compensation and public liability in the performance of any of its services under this Agreement.
- D. Comply with the Civil Rights Act of 1964 (Public Law 88-352) and the Presidential Executive Order 11246 to the end that no person shall on the grounds of race, color, or national origin, be excluded from participation in or denied benefits of or be otherwise subjected to discrimination under any program or activity.

Article XX

PAYMENT FOR SERVICE

In consideration of the faithful performance by the Agency of its Agreement herein, the Health Department covenants and agrees to pay the Agency during the term of this contract, for professional nursing services at the rate as defined in the Contract Addendum.

Article XXI

TERMS OF AGREEMENT AND TERMINATION

- A. This Agreement shall be effective January 1, 2020 and shall be reviewed biennially during the month of November.
- B. This contract shall be deemed to be renewed following the biennial review upon agreement between both parties regarding the conditions. An Addendum attesting to this agreement shall be signed by both parties biennially and attached to this contract.
- C. This Agreement may be terminated in part or the whole on written notice by either party of its intentions to do so, at least 60 days in advance of the desired date of termination.

Article XXI

TERMS OF AGREEMENT AND TERMINATION – Cont'd.

- D. Failure to comply with the conditions, agreements and terms of this Contract may be interpreted as cause for immediate termination of this Contract.
- E. All written notices affecting the Agreement termination must be delivered by Certified or Registered Mail. The date of deposit of any notice in a United States Post Office with all postage pre-paid shall be deemed the date of delivery thereof.
- F. This Agreement shall not be assigned by the Agency without the written consent of the Municipality.

It is understood that this Agreement and attached Addendum(s) constitute the entire contract between the BOROUGH OF MONTVALE and the HEALTH AWARENESS REGIONAL PROGRAM, HACKENSACK MERIDIAN HEALTH, HACKENSACK UNIVERSITY MEDICAL CENTER.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

**BOROUGH OF MONTVALE**

ATTEST

By: *Paul Russo*  
 Date: *March 2, 2020*

By: *James Cohen*  
 Title: *BOH President*  
 Date: *March 2, 2020*

**HEALTH AWARENESS REGIONAL PROGRAM  
HACKENSACK MERIDIAN HEALTH  
HACKENSACK UNIVERSITY MEDICAL CENTER**

ATTEST

By: *Barbara Casella*  
 Date: *5/13/2020*

By: *[Signature]*  
 Title: President & Chief Hospital Executive  
 Date: *5/13/2020*

**ADDENDUM TO BE ATTACHED TO AGREEMENT**

January 1, 2020 through December 31, 2020

Between **HEALTH AWARENESS REGIONAL PROGRAM (HARP) OF  
HACKENSACK MERIDIAN HEALTH  
HACKENSACK UNIVERSITY MEDICAL CENTER**

And **BOROUGH OF MONTVALE**

Topic of this Addendum Charge For Services for January 1, 2020 through December 31, 2020

Health Education (\$48.00 X 45 hours)	\$2,160.00
Health Education Director (\$52.00 x 15 hours)	780.00
Public Health Nursing (\$49.50 X 100 hours)	4,950.00
Public Health Nursing Supervision (\$52.00 X 24 hours)	<u>1,248.00</u>
	\$9,138.00

PAYMENT FOR SERVICE

Payment to the Health Awareness Regional Program of Hackensack University Medical Center in the amount of \$2284.50 each quarter.

ATTEST

By: [Signature]  
Date: March 2, 2020

**BOROUGH OF MONTVALE**

By: [Signature]  
Title: Ben Proant  
Date: March 2, 2020

ATTEST

By: [Signature]  
Date: 5/13/2020

**HEALTH AWARENESS REGIONAL PROGRAM  
HACKENSACK MERIDIAN HEALTH  
HACKENSACK UNIVERSITY MEDICAL CENTER**

By: [Signature]  
Title: President & Chief Hospital Executive  
Date: 5/13/2020

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	\$218,173.67	Bill List Wire 6/30/2020
	<u>289,645.42</u>	Wires/Manual Checks
Current TOTAL	507,819.09	
Capital	66,140.00	Bill List Wire 6/30/2020
Escrow	20,296.50	Bill List Wire 6/30/2020
Unemployment Trust	437.07	Bill List Wire 6/30/2020
Recreation	512.50	Bill List Wire 6/30/2020
Housing Trust	5,836.30	Bill List Wire 6/30/2020
Open Space Trust	30,562.50	Bill List Wire 6/30/2020
General Trust	9,905.94	Bill List Wire 6/30/2020

*This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 6/30/20*

Introduced by: \_\_\_\_\_

Approved: 6/30/20

Seconded by: \_\_\_\_\_

\_\_\_\_\_  
Michael Ghassali, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan, Municipal Clerk

**MANUAL/VOID CHECKS - WIRES**  
**June 30, 2020**

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		6/15/20	Payroll Account -Police o/s	45,085.74
WIRE		6/15/20	Payroll Account-Current	139,074.62
WIRE		6/15/20	Salary Deduction Account	105,322.56
WIRE		6/15/20	FSA Account	162.50
<b>Total</b>				<u><b>289,645.42</b></u>

P.O. Type: All  
Range: First to Last  
Format: Condensed

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00019 MUNICIPAL CAPITAL CORPORATION								
	20-00022	01/06/20	COPY MACHINE LEASE - MAILROOM	Open	399.00	0.00		B
	20-00023	01/06/20	COPY MACHINE LEASE - POLICE	Open	179.00	0.00		B
	20-00576	05/26/20	WIDE FORMAT COLOR COPIER	Open	444.00	0.00		B
					<u>1,022.00</u>			
00043 NORTH JERSEY MEDIA GROUP								
	20-00651	06/15/20	ADVERTISING - APRIL 2020	Open	690.75	0.00		
	20-00672	06/17/20	ADVERTISING - MAY 2020	Open	1,010.03	0.00		
					<u>1,700.78</u>			
00064 MUNNOS ITALIAN DELI								
	20-00664	06/16/20	LUNCH FOR THE SENIOR LADIES	Open	75.90	0.00		
00071 SUEZ WATER NEW JERSEY								
	20-00633	06/08/20	SUEZ WATER - JUNE 2020	Open	15,378.17	0.00		
00097 CABLEVISION								
	20-00624	06/03/20	07873-199375-01-1 CABLEVISION	Open	194.96	0.00		
	20-00637	06/10/20	CABLEVISION - JUNE 2020	Open	101.18	0.00		
					<u>296.14</u>			
00113 FEDICK, ANDREW								
	20-00676	06/18/20	FEDICK CLOTHING REIMB	Open	119.89	0.00		
00116 VERIZON								
	20-00620	06/03/20	651-285-414-0001-73 VERIZON	Open	270.19	0.00		
00125 NORTHWEST BERGEN REGIONAL								
	20-00137	01/22/20	2020 HEALTH SERVICES	Open	9,460.34	0.00		B
00128 ARROW TREE SERVICE INC.								
	20-00538	05/12/20	DOWN TREES PATHWAY CLEAR HUFF	Open	2,000.00	0.00		
00142 PITNEY BOWES, INC.								
	20-00570	05/22/20	red ink for stamp machine	Open	220.98	0.00		
00146 PSE&G CO.								
	20-00710	06/24/20	PSE&G - MAY 2020	Open	998.35	0.00		
00174 TRI-BORO AMBULANCE CORP.								
	20-00614	06/01/20	PD - CPR & AED TRAINING	Open	815.00	0.00		
00178 FAIR GAME GOOSE CONTROL INC.								
	20-00204	02/04/20	2020 GOOSE CHASING-BOARD OF ED	Open	687.50	0.00		B
	20-00205	02/04/20	2020 GOOSE CHASING -BD OF HLTH	Open	742.50	0.00		B
					<u>1,430.00</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00186 PRIMEPAY,LLC	20-00037	01/07/20	2020 FSA FEES	Open	115.50	0.00		B
00215 TOWNSHIP OF RIVER VALE	20-00689	06/19/20	EXCESS SNOW REMOVAL - CONTRACT	Open	50,000.00	0.00		
00250 FIRE AND SAFETY SERVICES LTD	20-00327	03/04/20	LIGHT BAR BRACKETS - FIRE DEPT	Open	364.36	0.00		
00258 ROCKLAND ELECTRIC COMPANY	20-00634	06/08/20	ROCKLAND ELECTRIC - MAY 2020	Open	3,362.94	0.00		
	20-00635	06/08/20	ROCKLAND ELECTRIC - JUNE 2020	Open	8,019.84	0.00		
					<u>11,382.78</u>			
00332 ZAGAJA,MACIEJ	20-00600	06/01/20	CLOTHING ALLOWANCE REIMB	Open	99.99	0.00		
00461 TAX COLLECTORS AND TREASURERS	20-00670	06/17/20	2020 DEPUTY TREASURER DUES	Open	100.00	0.00		
00497 LEVITZKI, ANN	20-00289	02/24/20	COURT - CELL PHONE	Open	50.51	0.00		B
00582 MICROSYSTEMS-NJ.COM,L.L.C.	20-00551	05/14/20	TAX ASSESSMENTS POST CARDS	Open	1,824.36	0.00		
00583 BUENVENTURA, NATALE	20-00530	05/08/20	RECREATIONAL REFUND	Open	37.50	0.00		
00586 ORFALY, STEPHANIE	20-00532	05/08/20	RECREATIONAL REFUND	Open	25.00	0.00		
00609 ADVANCED FURNANCE & AIR DUCT	20-00618	06/02/20	BOROUGH HALL AIR DUCT CLEANING	Open	14,200.00	0.00		
00635 CDW GOVERNMENT	20-00355	03/09/20	COMPUTER MONITOR-BRD OF HEALTH	Open	113.17	0.00		
00656 STATE OF NJ DEPT OF LABOR W/F	20-00627	06/05/20	UNEMPLOYMENT BENEFITS-1ST QTR.	Open	437.07	0.00		
00699 ATLANTIC TOMORROWS OFFICE	20-00339	03/05/20	OFFICE SUPPLIES	Open	212.90	0.00		
	20-00617	06/02/20	WIDE FORMAT MAINT. CONTRACT	Open	1,200.00	0.00		
					<u>1,412.90</u>			
00705 APPROVED SURGICAL SUPPLIES-INC	20-00561	05/20/20	PD OXYGEN SUPPLIES	Open	94.00	0.00		
00730 BOGGIA & BOGGIA, ESQS.	20-00309	02/28/20	2020 LEGAL FEES	Open	13,801.05	0.00		B
	20-00615	06/02/20	AFFORDABLE HOUSING	Open	2,610.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00730 BOGGIA & BOGGIA, ESQS. Continued	20-00619	06/03/20	COVID-19 LEGAL SERVICES	Open	2,610.00	0.00		
					<u>19,021.05</u>			
00731 MASER CONSULTING P.A.	18-00453	03/30/18	US 2020 CENSUS PREPARATION	Open	131.25	0.00		B
	18-00982	07/26/18	ENVIRONMENTAL SERVICES	Open	1,300.00	0.00		B
	19-00468	03/29/19	TIER A STORMWATER PERMIT 2019	Open	131.25	0.00		B
	19-00947	07/03/19	OBSERVATION 2019 ROADWAY IMPRO	Open	1,968.75	0.00		B
	19-01004	07/17/19	LATRENTA FIELD IMPROV.-CONSTRU	Open	175.00	0.00		B
	20-00307	02/28/20	ENGINEER RETAINER 2020	Open	900.00	0.00		B
	20-00410	04/07/20	AFFORDABLE HOUSING 2020 SVCS	Open	1,232.50	0.00		B
	20-00426	04/14/20	2020 ROAD IMPROVEMENT PROGRAM	Open	4,106.25	0.00		B
	20-00485	05/04/20	ESCROW PAYMENTS	Open	2,026.25	0.00		
	20-00595	05/29/20	TRUST RESERVE FOR ENGINEER	Open	175.00	0.00		
	20-00610	06/01/20	ESCROW PAYMENTS	Open	6,622.50	0.00		
	20-00611	06/01/20	26 NORTH KINDERKAMACK PROPERTY	Open	1,010.00	0.00		
	20-00612	06/01/20	MUNICIPAL ENGINEERING REIEW	Open	3,150.00	0.00		
	20-00645	06/15/20	ESCROW PAYMENTS	Open	2,187.50	0.00		
	20-00646	06/15/20	2020 GENERAL ENGINEERING	Open	8,440.00	0.00		
	20-00652	06/15/20	ESCROW PAYMENTS	Open	<u>5,293.75</u>	0.00		
					<u>38,850.00</u>			
00745 WASTE MANAGEMENT OF NEW JERSEY	20-00265	02/18/20	2020 GARBAGE COLLECTION	Open	49,104.67	0.00		B
00790 D & L PAVING CONTRACTORS, INC	20-00579	05/27/20	SITE PREP FOR SALT SHED	Open	58,590.00	0.00		
01132 COOPERATIVE COMMUNICATIONS, INC	20-00185	01/30/20	201-391-5700 BORO PHONE 2020	Open	2,030.05	0.00		B
01156 DIRECT ENERGY BUSINESS	20-00632	06/08/20	DIRECT ENERGY - MAY 2020	Open	514.38	0.00		
	20-00650	06/15/20	DIRECT ENERGY BUSINESS - MAY	Open	<u>196.55</u>	0.00		
					<u>710.93</u>			
01244 BOSWELL MCCLAVE ENGINEERING	19-01538	10/25/19	RESTORATION OF HUFF POND	Open	4,369.00	0.00		B
01335 HACKENSACK UNIVERSITY MEDICAL	20-00323	03/03/20	2020 HEALTH AWARENESS PROGRAM	Open	4,569.00	0.00		B
01456 PINKWATER, STACEY	20-00655	06/15/20	ADVENTURE CAMP 2020 REFUND	Open	450.00	0.00		
01464 SURENIAN, EDWARDS & NOLAN	17-00879	08/02/17	SPECIAL COAH COUNSEL	Open	1,669.50	0.00		B
01497 SALERNO, GERALD	20-00144	01/23/20	2020 PUBLIC DEFENDER	Open	3,750.00	0.00		B

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01542 WICKERSHEIM & SONS	20-00606	06/01/20	PRESSURE BACKFLOW PREVENTER	Open	5,041.36	0.00		
01557 RAYMOND BROTHERS LANDSCAPING	20-00628	06/05/20	PROPERTY MAINTENANCE	Open	1,900.00	0.00		
01593 AMERICAN LAWN SPRINKLER CO.	20-00580	05/27/20	SPRINKLER TURN ON MEMORIAL	Open	1,250.00	0.00		
01638 FRESH H2O FILTRATION SYSTEMS	20-00597	06/01/20	FILTER CHANGE - WATER COOLER	Open	99.99	0.00		
01645 BOROUGH OF WOODCLIFF LAKE	20-00368	03/11/20	TRI-BORO DISPATCH COORD. FEE	Open	772.33	0.00		B
01750 DUBELBEISS, RYAN	20-00602	06/01/20	REIMB CLOTHING ALLOW	Open	183.61	0.00		
01828 CGP&H, LLC	18-01010	08/02/18	PROF. HOUSING REHAB. SERVICES	Open	231.30	0.00		B
01852 REDICARE LLC	20-00575	05/22/20	hand sanitizers	Open	885.00	0.00		
	20-00626	06/05/20	COVID-19 HYGIENE SUPPLIES	Open	3,206.00	0.00		
					<u>4,091.00</u>			
01882 PRESTIGE BUSINESS PRODUCTS, INC.	20-00565	05/22/20	office supplies toners	Open	567.00	0.00		
01927 OFFICE CONCEPTS GROUP, INC.	20-00517	05/08/20	COVID-19 SANITARY SUPPLIES	Open	257.95	0.00		
	20-00643	06/15/20	COVID-19 SANITARY SUPPLIES	Open	575.34	0.00		
					<u>833.29</u>			
01949 AT&T MOBILITY	20-00547	05/12/20	PD PATROL PHONES	Open	760.12	0.00		
	20-00601	06/01/20	PD PATROL PHONES	Open	760.12	0.00		
					<u>1,520.24</u>			
01958 SPORT-TECH ACRYLICS CORP.	19-00873	06/25/19	LATRENTA TENNIS COURT REPAIR	Open	29,875.00	0.00		
02141 REGAN, ROBERT T., ESQ.	20-00656	06/15/20	ESCROW PAYMENTS	Open	281.50	0.00		
	20-00673	06/17/20	ESCROW PAYMENTS	Open	735.00	0.00		
	20-00674	06/17/20	TRUST - RESERVE FOR HOUSING	Open	752.50	0.00		
					<u>1,769.00</u>			
02300 IAROSSI-ALWAN, MAUREEN	20-00702	06/23/20	ZOOM VIDEO COMMUNICATIONS	Open	175.88	0.00		
02408 MCDOWELL, DOUGLAS	20-00631	06/05/20	REIMB DEPT FACE MASKS	Open	318.96	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
02426 VERIZON WIRELESS	20-00636	06/10/20	242317487-00001 VERIZON JUNE	Open	1,212.64	0.00		
02559 INS. DESIGN ADMINISTRATORS	20-00055	01/07/20	BOROUGH VISION PLAN	Open	217.00	0.00		B
02757 TYCO ANIMAL CONTROL SERVICES	20-00143	01/23/20	2020 ANIMAL CONTROL	Open	850.00	0.00		B
03060 TRI-STATE TECHNICAL SERVICES	20-00616	06/02/20	CONFIGURATION ZOOM VIDEO CONF.	Open	465.00	0.00		
	20-00622	06/03/20	ZOOM MEETING - COURT JUNE 2020	Open	15.99	0.00		
					<u>480.99</u>			
03215 UNUM LIFE INSURANCE	20-00118	01/16/20	2020 LIFE INSURANCE	Open	237.60	0.00		B
03589 DELL MARKETING LP	20-00649	06/15/20	PD DELL LATITUDE LAPTOP	Open	1,220.82	0.00		
03727 STAPLES INC	20-00449	04/21/20	STAPLES ORDER	Open	760.24	0.00		
	20-00566	05/22/20	Office Supplies	Open	662.48	0.00		
	20-00596	06/01/20	PRINTER TONER	Open	434.67	0.00		
					<u>1,857.39</u>			
<hr/> <b>Total Purchase Orders: 94 Total P.O. Line Items: 0 Total List Amount: 351,864.48 Total Void Amount: 0.00</b> <hr/>								

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT FUND 2020	0-01	210,003.92	0.00	210,003.92	0.00	0.00	210,003.92
CURRENT FUND 2019	9-01	8,169.75	0.00	8,169.75	0.00	0.00	8,169.75
CAPITAL FUND	C-04	66,140.00	0.00	66,140.00	0.00	0.00	66,140.00
BOA ESCROW ACCOUN	E-08	20,296.50	0.00	20,296.50	0.00	0.00	20,296.50
OTHER TRUST ACCOU	T-03	15,742.24	0.00	15,742.24	0.00	0.00	15,742.24
UNEMPLOYMENT TRUS	T-13	437.07	0.00	437.07	0.00	0.00	437.07
OPEN SPACE TRUST	T-14	30,562.50	0.00	30,562.50	0.00	0.00	30,562.50
RECREATION TRUST	T-19	512.50	0.00	512.50	0.00	0.00	512.50
Year Total:		47,254.31	0.00	47,254.31	0.00	0.00	47,254.31
Total of All Funds:		351,864.48	0.00	351,864.48	0.00	0.00	351,864.48



**BOGGIA BOGGIA BETESH & VOYTUS, 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

FAX: (201) 641-6649

E-MAIL: philip@boggialaw.com

priscilla@boggialaw.com

williamrbetesh@boggialaw.com

jwvoytus@boggialaw.com

21 May 2020

via email only

Mayor and Council

Borough of Montvale

12 Mercedes Drive

Montvale, New Jersey 07645

**RE: Montvale Solid Waste and Recyclable Materials  
Collection and Disposal Contract - 2020  
Review of Bids and Recommendation of Award**

Dear Mayor and Council,

At the request of the Borough Administrator, I have reviewed the three (3) bids received for the 2020 Montvale Solid Waste and Recyclable Materials Collection and Disposal Contract. The bids were received from Westphal Waste Services, Inc., Waste Management of New Jersey, and Sterling Carting.

As you know, this bid provided for a 3-year contract, with two (2) optional extensions, for a Base Bid and Alternates "A" and "B." Alternate "A" adds twice-per-week solid waste collection during June, July and August. Alternate "B" includes recycling collection every week, instead of every other week. After review of these bids, it appears that Westphal is the lowest bidder.

Westphal's bid is as follows:

	Base Bid Collection	Base + A	Base + B	Base + A + B
Year 1	\$720,000.00	\$790,000.00	\$813,000.00	\$883,000.00
Year 2	\$738,000.00	\$808,000.00	\$833,000.00	\$903,000.00
Year 3	\$756,000.00	\$831,000.00	\$853,000.00	\$928,000.00
Total	\$2,214,000.00	\$2,429,000.00	\$2,499,000.00	\$2,714,000.00

While these prices are higher than the existing contract with Waste Management, the increases are reasonable when compared to increases we have recently seen in other municipalities. Under the prior contract with WM, disposal costs for vegetative waste were paid separate by the Borough, above and beyond the lump-sum pricing for all other collection and disposal services. For this contract, we included the disposal of vegetative waste in the lump sum bid. The following chart gives an indication of the total annual cost to the Borough under its existing contract. Because the current year's contract is not complete, we have used the last two 12-month totals for vegetative waste to estimate the annual contract costs.

Year	Vendor	Base Price	Veg Waste	Total	% Increase
2018-2019	WM	\$ 574,092.00	\$ 38,626.00	\$ 612,718.00	
2019-2020	WM	\$ 585,576.00	\$ 47,200.00	\$ 632,776.00	3%
2020-2021	Westphal	\$ 720,000.00	\$ -	\$ 720,000.00	14%
2021-2022	Westphal	\$ 738,000.00	\$ -	\$ 738,000.00	2%
2022-2023	Westphal	\$ 756,000.00	\$ -	\$ 756,000.00	2%

When comparing the total annual cost of Westphal's "year one" bid with the estimated final year of Waste Management's contract, we can see an increase of approximately fourteen percent (14%) year over year. This increase is lower than we have seen in other municipalities who have recently rebid their solid waste contracts. Furthermore, although Westphal was the low bidder for this contract, Waste Management's bid was only slightly higher than Westphal's, which provides an indication that the bids received do provide competitive pricing based on current market conditions.

After review of all bids it appears that Westphal has submitted all required documentation and is therefore eligible for an award of this contract as the lowest responsible and responsive bidder. A spreadsheet documenting compliance is attached. The Governing Body may award either the Base Bid, or the Base Bid plus either or both of Alternates "A" and "B", subject to the availability of funds.

Please do not hesitate to contact me if you have any questions or wish to discuss this matter further.

Very truly yours,

*/s Joseph W. Voytus*

Joseph W. Voytus

**Enclosure**

cc: Maureen Iarossi-Alwan, Administrator/Clerk (via email only)

**Borough of Montvale**

**2020 Solid Waste and Recyclable Materials Collection and Disposal**

<b>Bld Document</b>	<b>Westphal</b>	<b>WM</b>	<b>Sterling</b>
<b>Bid Proposal</b>	X	X	X
<b>Bld Guaranty</b>	X	X	X
<b>Consent of Surety</b>	X	X	X
<b>Stockholder Statement of Ownership</b>	X	X	X
<b>Non-Collusion Affidavit</b>	X	X	X
<b>Business Registration Certificate</b>	X	X	X
<b>Bidder Questionnaire</b>	X	X	X
<b>Certificate of Public Convenience</b>	X	X	X
<b>Vehicle Dedication Affidavit</b>	X	X	-
<b>Affirmative Action Affidavit</b>	X	X	-
<b>Acknowledged Receipt of Addenda</b>	X	X	X
<b>COMPLIANT?</b>	<b>YES</b>	<b>YES</b>	<b>Pending</b>

**BOROUGH OF MONTVALE  
2020 SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND DISPOSAL  
BID TABULATION**

<b>WESTPHAL</b>								
	<b>Base Bid Collection</b>	<b>Alt A</b>	<b>Alt B</b>	<b>Base + A</b>	<b>Base + B</b>	<b>Base + A + B</b>	<b>Add'l Units Base</b>	<b>Add'l Units A</b>
<b>Year 1</b>	\$720,000.00	\$70,000.00	\$93,000.00	\$790,000.00	\$813,000.00	\$883,000.00	\$30.00	\$ 15.00
<b>Year 2</b>	\$738,000.00	\$70,000.00	\$95,000.00	\$808,000.00	\$833,000.00	\$903,000.00	\$30.00	\$ 15.00
<b>Year 3</b>	\$756,000.00	\$75,000.00	\$97,000.00	\$831,000.00	\$853,000.00	\$928,000.00	\$30.00	\$ 15.00
<b>Total</b>	\$2,214,000.00	\$215,000.00	\$285,000.00	\$2,429,000.00	\$2,499,000.00	\$2,714,000.00		

<b>WM</b>								
	<b>Base Bid Collection</b>	<b>Alt A</b>	<b>Alt B</b>	<b>Base + A</b>	<b>Base + B</b>	<b>Base + A + B</b>	<b>Additional Units</b>	<b>Add'l Units A</b>
<b>Year 1</b>	\$744,993.00	\$75,000.00	\$93,996.00	\$819,993.00	\$838,989.00	\$913,989.00	\$288.00	\$ 36.00
<b>Year 2</b>	\$767,340.00	\$77,247.00	\$96,822.00	\$844,587.00	\$864,162.00	\$941,409.00	\$288.00	\$ 36.00
<b>Year 3</b>	\$790,360.00	\$79,572.00	\$99,726.00	\$869,932.00	\$890,086.00	\$969,658.00	\$288.00	\$ 36.00
<b>Total</b>	\$2,302,693.00	\$231,819.00	\$290,544.00	\$2,534,512.00	\$2,593,237.00	\$2,825,056.00		

<b>STERLING</b>								
	<b>Base Bid Collection</b>	<b>Alt A</b>	<b>Alt B</b>	<b>Base + A</b>	<b>Base + B</b>	<b>Base + A + B</b>	<b>Additional Units</b>	<b>Add'l Units A</b>
<b>Year 1</b>	\$979,049.00	\$134,574.00	\$150,632.00	\$1,113,623.00	\$1,129,681.00	\$1,264,255.00	\$26.00	\$ 7.00
<b>Year 2</b>	\$993,397.00	\$138,471.00	\$157,150.00	\$1,131,868.00	\$1,150,547.00	\$1,289,018.00	\$26.00	\$ 7.00
<b>Year 3</b>	\$1,017,408.00	\$142,368.00	\$163,503.00	\$1,160,776.00	\$1,180,911.00	\$1,323,279.00	\$26.00	\$ 7.00
<b>Total</b>	\$2,989,854.00	\$415,413.00	\$471,285.00	\$3,405,267.00	\$3,461,139.00	\$3,876,552.00		

Range of Budget Accounts: 0-01-26-770-020 to 0-01-26-770-999  
 Range of Revenue Accounts: 0-First to 0-Last  
 For Budget: %PY = ((Budgeted / (Appropriated + Transfers)) - 1) \* 100

For Revenue: %PY = ((2020 Anticipated / 2019 Anticipated) - 1) \* 100

Description Budget Account Number	2015	2016	2017	2018	2019	***** 2020 *****		Budgeted	%PY
	Approp Actual	Approp Actual	Approp Actual	Approp Actual	Approp Actual	Requested	Admin. Recmd		
<b>SOLID WASTE COLLECTION O/E</b>									
0-01-26-770-020									
<b>OTHER CONTRACTUAL ITEMS:</b>									
0-01-26-770-029	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				
Control Total	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				
Department Total	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				
CAFR Total	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				
Budgeted Total	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				
Non-Budget Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00				
Budget Fund Total	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				
Year Total	490,000.00	565,000.00	575,000.00	600,000.00	625,000.00	625,000.00	625,000.00	625,000.00	0.00
Transfers	482,879.75	537,781.36	549,450.67	598,371.42	609,967.20				
	0.00	0.00	20,000.00-	0.00	0.00				

**BOROUGH OF MONTVALE**

**RESOLUTION NO. \_\_\_\_\_-2020**

**A Resolution Awarding a Contract to Westphal Waste Services, Inc. for Solid Waste and Recyclable Materials Collection and Disposal in the Borough of Montvale**

**WHEREAS**, the Borough of Montvale is required to provide for the collection and disposal of household and municipal solid waste and recyclable material generated within the Borough of Montvale; and

**WHEREAS**, the Borough of Montvale, in accordance with the laws of the State of New Jersey, publicly advertised for the receipt of bids under specifications for a Solid Waste and Recyclable Materials Collection and Disposal contract; and

**WHEREAS**, three (3) bids were received on Friday, May 15, 2020; and

**WHEREAS**, after receipt and review of the three (3) bids received, the Borough of Montvale has determined that Westphal Waste Services, Inc. is the lowest responsible bidder for this contract, for either the 3-year Base Bid or the Base Bid plus either or both Alternate "A" and Alternate "B"; and

**WHEREAS**, the contract to be awarded will be subject to mutual options for one (1) two-year extension or two (2) one-year extensions, consistent with the provisions of the *Local Public Contracts Law, N.J.S.A. 40A:11-15*; and

**WHEREAS**, the Chief Financial Officer of the Borough has certified that funds are available in the 2020 Budget and that it is the intention of the Mayor and Council to budget sufficient funds in the 2021, 2022, 2023, 2024 (and if necessary, 2025 and 2026) Budgets for this purpose, a copy of said certification attached to the original of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that a contract is hereby awarded for **BASE BID ONLY** in accordance with the prices set forth in Westphal's bid, as follows:

**Contractor**  
Westphal Waste Services, Inc.  
14 Jay Street  
Norwood, New Jersey 07648

<b>Westphal Waste Services, Inc.</b>		
	<b>Base Bid Collection</b>	<b>Add'l Units Base</b>
<b>Year 1</b>	\$720,000.00	\$30.00
<b>Year 2</b>	\$738,000.00	\$30.00
<b>Year 3</b>	\$756,000.00	\$30.00
<b>Calculated</b>	<b>\$2,214,000.00</b>	

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized to execute all documents necessary to effectuate the purposes of this Resolution, consistent with the Borough's bid specifications and applicable law, subject to approval as to form by the Borough Attorney.

**BE IT FURTHER RESOLVED** that said contract shall be for an initial term of three (3) years, subject to the availability of funds, and subject to mutual options for one (1) two-year extension or two (2) one-year extensions, consistent with the provisions of the *Local Public Contracts Law, N.J.S.A. 40A:11-15*.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

\_\_\_\_\_  
Maureen Iarossi-Alwan  
Municipal Clerk

APPROVED:

\_\_\_\_\_  
Michael Ghassali  
Mayor

**BOROUGH OF MONTVALE**

**RESOLUTION NO. \_\_\_\_-2020**

**A Resolution Awarding a Contract to Westphal Waste Services, Inc. for Solid Waste and Recyclable Materials Collection and Disposal in the Borough of Montvale**

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**WHEREAS**, the Borough of Montvale, in accordance with the laws of the State of New Jersey, publicly advertised for the receipt of bids under specifications for a Solid Waste and Recyclable Materials Collection and Disposal contract; and

**WHEREAS**, three (3) bids were received on Friday, May 15, 2020; and

**WHEREAS**, after receipt and review of the three (3) bids received, the Borough of Montvale has determined that Westphal Waste Services, Inc. is the lowest responsible bidder for this contract, for either the 3-year Base Bid or the Base Bid plus either or both Alternate "A" and Alternate "B"; and

**WHEREAS**, the contract to be awarded will be subject to mutual options for one (1) two-year extension or two (2) one-year extensions, consistent with the provisions of the *Local Public Contracts Law, N.J.S.A. 40A:11-15*; and

**WHEREAS**, the Chief Financial Officer of the Borough has certified that funds are available in the 2020 Budget and that it is the intention of the Mayor and Council to budget sufficient funds in the 2021, 2022, 2023, 2024 (and if necessary, 2025 and 2026) Budgets for this purpose, a copy of said certification attached to the original of this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that a contract is hereby awarded for **BASE BID PLUS ALTERNATE A** in accordance with the prices set forth in Westphal's bid, as follows:

**Contractor**

Westphal Waste Services, Inc.  
14 Jay Street  
Norwood, New Jersey 07648

<b>Westphal Waste Services, Inc.</b>						
	<b>Base Collection</b>	<b>Bid</b>	<b>Alt A</b>	<b>Base + A</b>	<b>Add'l Units Base</b>	<b>Add'l Units A</b>
<b>Year 1</b>	\$720,000.00		\$70,000.00	\$790,000.00	\$30.00	\$15.00
<b>Year 2</b>	\$738,000.00		\$70,000.00	\$808,000.00	\$30.00	\$15.00
<b>Year 3</b>	\$756,000.00		\$75,000.00	\$831,000.00	\$30.00	\$15.00
<b>Calculated</b>	<b>\$2,214,000.00</b>		<b>\$215,000.00</b>	<b>\$2,429,000.00</b>		

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby authorized to execute all documents necessary to effectuate the purposes of this Resolution, consistent with the Borough's bid specifications and applicable law, subject to approval as to form by the Borough Attorney.

**BE IT FURTHER RESOLVED** that said contract shall be for an initial term of three (3) years, subject to the availability of funds, and subject to mutual options for one (1) two-year extension or two (2) one-year extensions, consistent with the provisions of the *Local Public Contracts Law, N.J.S.A. 40A:11-15*.

Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs							
Curry							
Koelling							
Lane							
Roche							
Russo-Vogelsang							

**Adopted: June 30, 2020**

ATTEST:

\_\_\_\_\_  
 Maureen Iarossi-Alwan  
 Municipal Clerk

APPROVED:

\_\_\_\_\_  
 Michael Ghassali  
 Mayor