

**AGENDA  
PUBLIC MEETING  
BOROUGH OF MONTVALE  
Mayor and Council Meeting  
January 14, 2020  
Budget Meeting to Commence 6:00 P.M.  
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

**ORDINANCES:**

None.

**MEETING OPEN TO PUBLIC:**

Agenda Items Only

**MEETING CLOSED TO PUBLIC:**

Agenda Items Only

**MINUTES:**

December 30, 2019

Sine Die January 1, 2020

Re-Organization January 1, 2020

**RESOLUTIONS:**

**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.

21-2020 Amending Resolution No. 177-2019 To Establish Recreational Fees for Year 2020

22-2020 Award Professional Service Contract / Borough Attorney / Boggia, Boggia, Betesh & Voytus, LLC

23-2020 Award Professional Service Contract / Borough Auditor / Lerch, Vinci & Higgins

24-2020 Award Professional Service Contract / Engineering Services / Maser Consulting P.A.  
Andrew R. Hipolit, P.E., PP., C.M.E.

25-2020 Award Professional Service Contract / Borough Planner / Maser Consulting, P.A.  
Darlene Green

26-2020 Awarding Service Contract / Agreement Tri-State Technical Services / Computers & Peripherals

27-2020 Appointment of A Risk Management Consultant In Accordance With The Requirements Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF) For The Borough Commencing January 1, 2020/Professional Insurance Associates, (P.I.A) McCarthy Forde

28-2020 A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2020/PIA McCarthy Forde

29-2020 Authorize Contract Animal Control Services/Tyco

30-2020 Award Professional Service Contract Administrative Agent for the Borough consistent with N.J.A.C. 5:80-26.14 and to coordinate the affirmative marketing, review and approval of the sale and rental of affordable units in the Borough of Montvale/Piazza & Associates, Inc.

31-2020 A Resolution of the Borough of Montvale Awarding a Contract To Flanagan Productions, LLC, as an Extraordinary Unspecifiable Service for Montvale Graphic Design Borough Newsletter & Municipal Events Photography

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

- 32-2020 A Resolution of the Borough of Montvale Awarding a Contract to Spatial Data Logic, Inc. (formally GovSites) as an Extraordinary Unspecifiable Service for Website Design, Web Manage, Hosting and Support and Related Services
- 33-2020 A Resolution Awarding a Professional Services Contract to Jeffrey R. Surenian and Associates, LLC to Serve as Special Counsel in Connection with the Borough's Affordable Housing
- 34-2020 Awarding a Professional Service Contract for the Position of Municipal Prosecutor for the Pascack Joint Municipal Court to Dario, Albert, Metz & Eyerman, LLC
- 35-2020 Award Professional Service Contract/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court
- 36-2020 Appointing / Permanent Montvale Police Officer / Robert Klecha
- 37-2020 Appointing / Permanent Montvale Police Officer / Nicholas DiSpoto
- 38-2020 Appointing / Permanent Montvale Police Officer / Scott Gaston
- 39-2020 A Resolution Rejecting All Bids Received and Authorizing a Negotiated Procurement Process Pursuant to N.J.S.A. 40A:11-5(3) for the Salt Shed Installation Project
- 40-2020 Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement
- 41-2020 Authorizing Two Year (2) Field License Agreement with the Montvale Board of Education
- 42-2020 Cancellation of Outstanding Checks / Prior Years / Pascack Joint Municipal Court
- 43-2020 Authorize Refund of Recreation Program / Pickleball

**BILLS:**

**REPORT OF REVENUE:**

**COMMITTEE REPORTS:**

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

**ATTORNEY REPORT:**

Joe Voytus, Esq.  
Report/Update

**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 Meeting of the Mayor and Council will be held January 28, 2020 at 7:30 p.m.

**2020 SCHEDULED BUDGET MEETINGS:**

February 11th, 2020 6:00 p.m.

February 25th, 2020 6:00 p.m.

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

**Subject To Additions And/Or Deletions**

**January 14<sup>th</sup> @ 6:00 p.m.**

- |  |             |
|--|-------------|
| 1. Fire Department/Chief Gibbons             | 6:00 – 6:30 |
| 2. Office of Emergency Management/F. DiPalma | 6:30 - 6:45 |
| 3. Senior Club/Marie Dineen                  | 6:45 – 7:15 |
| 4. Planning Board/Land Use/L. Hutter         | 7:15 - 7:30 |

**MINUTES  
WORK SESSION**

The Work Session Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:30pm. 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 Koelling
Councilmember Curry - absent	Councilmember Lane
Council President Gloeggler	Councilmember Russo-Vogelsang

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

**ORDINANCES:**

**PUBLIC HEARING ORDINANE NO. 2019-1476 AN ORDINANCE AMENDING AND SUPPLEMENTING THE CODE OF THE BOROUGH OF MONTVALE BY ADDING A NEW CHAPTER 102, "SHORT TERM RENTALS," TO PROHIBIT SHORT TERM RENTALS IN THE BOROUGH**

**WHEREAS**, the New Jersey Legislature has, pursuant to *N.J.S.A. 40:52-1(d)* and (n), authorized municipalities to regulate "furnished and unfurnished rented housing or living units and all other places and buildings used for sleeping and lodging purposes, and the occupancy thereof," as well as the "rental of real property for a term of less than one hundred seventy-five (175) consecutive days for residential purposes by a person having a permanent place of residence elsewhere"; and

**WHEREAS**, in recent years, there has been a marked increase in the advertisement of short-term rental of dwelling units for periods from one (1) to one hundred seventy-five (175) days ("Short Term Rentals") within the Borough and neighboring municipalities; and

**WHEREAS**, the Borough has determined that Short Term Rentals frequently result in a deterioration of the neighborhood character, public nuisance, noise complaints, overcrowding and illegal parking within the residential neighborhoods in the Borough, and the effective conversion of residential Dwelling Units into de-facto hotels, motels, or similar facilities, in violation of the Borough Code, Zoning Ordinances, and other State laws, rules and regulations; and

**WHEREAS**, the Borough therefore wishes to prohibit short-term rentals in order to: 1) ensure that traditional residential neighborhoods are not turned into tourist areas to the detriment of long-time residents; 2) eliminate property uses that may negatively affect property value; 3) minimize public safety risks and the noise, trash and parking problems often associated with short-term rentals without creating additional work for the local police department; and 4) prohibit the unlawful creation of commercial enterprises in both single-family and multi-family Dwelling Units in violation of Borough Zoning Ordinances and public nuisance ordinances.

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

**Section 1.** The Code of the Borough of Montvale is hereby amended and supplemented by adding a new Chapter 102, "Short Term Rentals," as follows:

**CHAPTER 102 – SHORT TERM RENTALS**

- §102-1 Findings and purpose.**
- §102-2 Definitions.**
- §102-3 Short-Term Rentals prohibited.**
- §102-4 Permitted Uses.**
- §102-5 Advertising prohibited; Hosting Platform prohibitions.**
- §102-6 Violations, penalties and enforcement.**
- §102-1 Findings and purpose.**

The Borough of Montvale does hereby find as follows:

- A. The New Jersey Legislature has, pursuant to *N.J.S.A. 40:52-1(d)* and (n), authorized municipalities to regulate "furnished and unfurnished rented housing or living units and all other places and buildings used for sleeping and lodging purposes, and the occupancy thereof," as well as the "rental of real property for a term of less than one hundred seventy-five (175) consecutive days for residential purposes by a person having a permanent place of residence elsewhere."
- B. In recent years, there has been a marked increase in the advertisement of short-term rental of dwelling units for periods from one (1) to one hundred seventy-five (175) days ("Short Term Rentals") within the Borough and neighboring municipalities.
- C. The Borough has determined that Short Term Rentals frequently result in a deterioration of the neighborhood character, public nuisance, noise complaints, overcrowding and illegal parking within the residential neighborhoods in the Borough, and the effective conversion of residential Dwelling Units into de-facto hotels, motels, or similar facilities, in violation of the Borough Code, Zoning Ordinances, and other State laws, rules and regulations.
- D. The Borough therefore wishes to prohibit short-term rentals in order to: 1) ensure that traditional residential neighborhoods are not turned into tourist areas to the detriment of long-time residents; 2) eliminate property uses that may negatively affect property value; 3) minimize public safety risks and the noise, trash and parking problems often associated with short-term rentals without creating additional work for the local police department; and 4) prohibit the unlawful creation of commercial enterprises in both single-family and multi-family Dwelling Units in violation of Borough Zoning Ordinances and public nuisance ordinances.

**§102-2 Definitions.**

**ADVERTISE OR ADVERTISING**

Any form of solicitation, promotion, and communication for marketing, used to solicit, encourage, persuade, or manipulate viewers, readers, or listeners into contracting for goods and/or services in violation of this chapter, as same may be viewed through various media including but not limited to, signs, newspapers, magazines, flyers, handbills, pamphlets, commercials, radio, direct mail, internet websites, or text or other electronic messages for the purpose of establishing occupancies or uses of rental property, for consideration, which are prohibited by this chapter.

**CONSIDERATION**

Soliciting, charging, demanding, receiving or accepting any legally recognized form of consideration including a promise or benefit, a quid-pro-quo, rent, fees, other form of payment, or thing of value.

**DWELLING UNIT**

Any structure, or portion thereof, whether furnished or unfurnished, which is occupied in whole or in part, or intended, arranged or designed to be occupied, for sleeping, dwelling, cooking, gathering and/or entertaining, as a residential occupancy, by one or more persons. This definition includes an apartment, condominium, building, single-family home, cooperative, converted space, or portions thereof, that is offered to be used, made available for use, or is actually used for accommodations, lodging, cooking, sleeping, gathering and/or entertaining of occupants and/or guest(s), for consideration.

**HOSTING PLATFORM**

A website or marketplace in whatever form, whether online or not, which facilitates Short-Term Rentals through advertising, searching, match-making or any other means, using any medium of facilitation and from which the operator of the Hosting Platform derives revenues, including but not limited to booking fees or advertising revenues, from providing or maintaining the website or marketplace.

#### **HOUSEKEEPING UNIT**

Constitutes a family-type situation, involving one or more persons, living together that exhibit the kind of stability, permanency and functional lifestyle equivalent to that of a traditional family unit, as further described in the applicable reported and unreported decisions of the New Jersey Superior Court.

#### **OCCUPANT**

Any individual using, inhabiting, living, gathering, entertaining, being entertained as a guest, or sleeping in a Dwelling Unit, or portion thereof, or having other permission or possessory right(s) within a Dwelling Unit.

#### **OWNER**

Any Person(s) who legally use, possess, own, lease, sub-lease or license (including an operator, principal, shareholder, director, agent, or employee, individually or collectively) one or more Dwelling Units, or who have charge, care, control, or who participates in the expenses and/or profit of a Dwelling Unit pursuant to a written or unwritten agreement, rental, lease, license, use, occupancy agreement or any other agreement.

#### **PERSON**

An individual, firm, corporation, association, partnership, limited liability company, association, entity, and any person(s) and/or entity(ies) acting in concert or any combination therewith.

#### **RESIDENTIAL OCCUPANCY**

The use of a Dwelling Unit by an Occupant(s).

#### **SHORT-TERM RENTAL**

A Residential Occupancy for a period of less than one hundred seventy-five (175) days.

#### **§102-3 Short-Term Rentals prohibited.**

- A. Notwithstanding anything to the contrary contained in the Borough Code, it shall be unlawful for a Person or Owner to receive or obtain actual or anticipated Consideration for using, authorizing, permitting, or failing to discontinue the use of any Dwelling Unit as a Short-Term Rental, as defined herein.
- B. Nothing in this Chapter will prevent formation of an otherwise lawful Residential Occupancy of a Dwelling Unit for a rental period of one hundred seventy-five (175) days or more.
- C. Nothing in this Chapter shall be deemed to prohibit the lawful operation of any hotel as that term is defined in the New Jersey Hotel and Multiple Dwelling Law, *N.J.S.A. 55:13-1*, et seq.

#### **§102-4 Permitted uses.**

The Residential Occupancy of an otherwise lawful and lawfully-occupied Dwelling Unit for a period of one hundred seventy-five (175) days or more by any Person who is a member of the Housekeeping Unit of the Owner, without consideration, such as house guests, is permitted.

#### **§102-5 Advertising prohibited; Hosting Platform prohibitions.**

- A. It shall be unlawful for any Person to Advertise by any means all actions, or failures to act, that would be in violation of the provisions of this Chapter.
- B. It shall be unlawful for any Hosting Platform to undertake, maintain, authorize, aid, facilitate or Advertise any Short-Term Rentals in violation of this Chapter.

#### **§102-6 Violations, penalties and enforcement.**

- A. The provisions of this Chapter shall be enforced by the Construction Official, Zoning Official, Health Department, other Subcode or Code Official, as their jurisdiction may arise, including legal counsel for the Borough or other persons designated by the Borough \

- B. Council, to issue municipal civil infractions directing alleged violators of this Chapter and/or to appear in court or file civil complaints.
- C. A violation of this Chapter is hereby declared to be a public nuisance, a nuisance per se, and is hereby further found and declared to be offensive to the public health, safety and welfare.
- D. Any Person found to have violated any provision of this chapter, without regard to intent or knowledge, shall be liable for the maximum civil penalty, upon adjudicated violation or admission, of a fine not exceeding \$1,250. Each day of such violation shall be a new and separate violation of this Chapter.
- E. The penalty imposed herein shall be in addition to any and all other remedies that may accrue under any other law, including, but not limited to, eviction proceedings and/or injunction, reasonable attorney's fees or other fees and costs, in the Borough's Municipal Court or the Superior Court of New Jersey in the vicinage of Bergen County, or in such other Court or tribunal of competent jurisdiction, by either summary disposition or by Zoning or Construction Code municipal proceeding.

**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 after adoption and publication according to law, but in no event prior to January 1, 2020.

**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.

A motion to introduce for second reading Ordinance No. 2019-1476 by Councilmember Russo-Vogelsang; seconded by Councilmember Lane; Clerk read by title only.

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

Carolee Adams

Mentioned if possible can a summary be provided for ordinances; does this include Airbnb; the attorney stated it does include Airbnb;

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

Motion to adopt on Second and Final Reading in the Bergen Record by Councilmember Lane; seconded by Councilmember Koelling - all ayes on a roll call vote  
Councilmember Lane asked if this has become an issue;

**MINUTES:**

December 10, 2019

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

**MINUTES CLOSED/EXECUTIVE SESSION:**

December 10, 2019

A motion to accept the minutes by Councilmember Gloeggler; seconded by Councilmember Koelling - all ayes

**RESOLUTIONS:**

**223-2019 A Resolution Authorizing The Borough Of Montvale To Enter Into A Cooperative Pricing Agreement With The Educational Services Commission Of New Jersey**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency," has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

**WHEREAS**, the governing body of the Borough of Montvale, County of Bergen, State of New Jersey, is desirous of participating in a Cooperative Pricing System with the Lead Agency for the provision and performance of goods and services;

**NOW, THEREFORE BE IT RESOLVED** as follows:

**TITLE**

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Montvale.

**AUTHORITY**

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT**

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE**

This resolution shall take effect immediately upon passage.

Introduced by Councilmember Lane; seconded by Councilmember Koelling - a roll call vote taken - all ayes

The borough attorney gave an explanation, stating that this is an in state shared service agreement with Middlesex County

**224-2019 A Resolution Approving A Contract With FieldTurf Usa Inc. Pursuant To A Cooperative Purchasing Agreement With The Educational Services Commission Of New Jersey For Purchase And Installation Of Artificial Turf At LaTrenta Field**

**WHEREAS**, the Borough of Montvale is subject to the provisions of the Local Public Contracts Law ("LPCL"), *N.J.S.A. 40A:11-1 et seq.*; and

**WHEREAS**, pursuant to Section 11 of the LPCL, *N.J.S.A. 40A:11-11*, the Borough is a member of a cooperative pricing system for the provision of goods and services with the Educational Services Commission of New Jersey ("ESCNJ"), formerly known as the Middlesex County Educational Services Commission; and

**WHEREAS**, the Borough is desirous of entering into a contract through ESCNJ with FieldTurf USA, Inc. for the provision and installation of a Synthetic Turf Field at LaTrenta Field, as set forth in the proposal attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Borough seeks to approve the bid amount of \$171,000.00, plus Alternate 1 for Performance and Payment Bonds in the amount of \$2,565.00, in satisfaction of the requirements of *N.J.S.A. 40A:11-22*, for a total contract amount of \$173,565.00; and

**WHEREAS**, to the extent required by the provisions of *N.J.S.A. 19:44A-20.4 et seq.*, FieldTurf shall complete and submit a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract will prohibit same from making any reportable contributions through the term of the contract, pursuant to *N.J.S.A. 19:44A-20.5 et seq.*, which shall remain on file for 10 days prior to entering into a contract with the entity; and

**WHEREAS**, any and all contracts entered into pursuant to this resolution shall require that any and all public work to be completed under the contract be subject to the Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.; and

**WHEREAS**, any and all contracts entered into pursuant to this resolution shall remain subject to review and approval as to form by the Borough Attorney; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Borough of Montvale does hereby award the following contract, consistent with the foregoing:

<b>Procurement</b>	<b>Cooperative Contract No.</b>	<b>Vendor</b>	<b>Contract Amount</b>
LaTrenta Field	ESCNJ 18/19-55	Fieldturf USA, Inc.	\$173,565.00

**BE IT FURTHER RESOLVED** that the Mayor, Borough Clerk, and all other appropriate officials, officers and employees are hereby directed, authorized and empowered to take all steps necessary to effectuate the provisions and purposes of this resolution.

Introduced by Councilmember Lane; seconded by Councilmember Russo-Vogelsang - all ayes

**226-2019 A Resolution Condemning Anti-Semitism**

**WHEREAS**, the Declaration of Independence declared that America is based upon a covenant of equality, government by the consent of the people, and the right to life, liberty and the pursuit of happiness; and

**WHEREAS**, the First Amendment to the Constitution established the United States as a nation committed to the principles of tolerance and religious freedom, and the 14<sup>th</sup> Amendment enshrined the concept of equal protection of the laws as a foundational principle of justice in the United States; and

**WHEREAS**, adherence to these principles is vital to the progress of the American people and to the strengthening of the diverse cultures, religious groups and communities in the United States; and

**WHEREAS**, Anti-Semitism, racism and unlawful discrimination have no place in American political discourse, regardless of one's political affiliation; and

**WHEREAS**, the nearby communities of Monsey, New York, and Jersey City, New Jersey, were recently victims of violent hate crimes apparently motivated by virulent anti-Semitism; and

**WHEREAS**, in light of these unspeakable tragedies, the Borough would like to reaffirm its commitment to fostering a peaceful, tolerant and welcoming environment in the Borough and throughout its neighboring communities.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Borough of Montvale, that violence targeting any religion has no place in the Borough of Montvale or anywhere else, and all people are welcome in the Borough regardless of race, ethnicity, religion or sexual orientation.

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

Councilmember Lane asked if the resolution can include Jersey City as well

A motion to amend the resolution to include Jersey City by Councilmember Lane; seconded by Councilmember Koelling – all ayes

**227-2019 Amending Resolution No. 192-2018 A Resolution Awarding a Contract to Willdan Energy Solutions Incentive Program Energy Upgrades Montvale Senior Community Center/PSE&G Direct Install**

**WHEREAS**, the Borough awarded a contract on October 9, 2018 via Resolution No. 192-2018 for energy efficiency upgrades in our Senior Community Center; and

**WHEREAS**, PSE&G Direct Install, For Government and Non-Profit Facilities which is offered by the PSE&G provides incentives for local governments that reduce the capital cost of investing in energy efficiency upgrades; and,

**WHEREAS**, Willdan Energy Solutions was the Direct Install contractor for Bergen County, therefore no bidding process was required; and,

**WHEREAS**, Willdan Energy Solutions completed and submit the Direct Install Applications to PSE&G Energy Program, for final payment for the energy efficiency upgrades in the Senior Community Center; and,

**WHEREAS**, additional work was required at the Senior Community Center in the amount of \$526,56; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, that a final payment be send to PSE&G in the amount not to exceed \$20,420,56.

Introduced by Councilmember Lane; seconded by Councilmember Gloeggler - a roll call vote taken - all ayes

The clerk explained that additional work needed to be done

**228-2019 A RESOLUTION TO OFFER HEALTH BENEFITS TO ELIGIBLE DEPENDENTS TO AGE 31 IN ACCORDANCE WITH STATE REGULATIONS**

**WHEREAS**, the **BOROUGH OF MONTVALE** (hereinafter, the Municipality) is a member of the **Bergen Municipal Employee Benefits Fund** (hereinafter, the BMED) for the provision of Employee Health Benefits for all eligible employees and their dependents; and

**WHEREAS**, in accordance with New Jersey State Law (DU31, P.L. 2005, c. 375) all small group commercial insurance programs offered in the State must provide the ability for a Dependent that reaches maximum eligible age for coverage, the ability to extend such coverage, at their own cost, up to the age of 31 years of age; and

**WHEREAS**, the State Health Benefits Program (SHBP) determined, that while the State is permitted to "opt-out" of the requirement in accordance with the law, it is in the best interest of its membership to provide for such an offering; and

**WHEREAS**, the BMED, as a public entity, is also permitted to "opt-out" of the provisions under State Law, in recognizing the needs of its member municipalities, has determined it is in the Fund's best interest to permit member municipalities to secure dependent care coverage for eligible Dependents that would otherwise lose coverage; and

**WHEREAS**, the Borough of Montvale, cognizant of the value of their municipal workforce and hence, the need to maintain a competitive employee benefit package, recognizes the value to employees to have the option to purchase medical coverage for their Dependent child that may not otherwise have the ability to secure coverage at an affordable price.

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, the Borough hereby authorizes the extension of Dependent Age 31 coverage for those employees meeting the eligibility requirements set forth under State law and by the BMED; and

**BE IT FURTHER RESOLVED**, that such coverage offering shall have no financial impact to the Borough and that all premiums associated with such coverage, if so elected, shall be borne by the individual electing such coverage; and

**BE IT FURTHER RESOLVED**, that such coverage offering shall become effective, retroactive to January 1, 2020 or as soon thereafter as administratively practical; and

**BE IT FURTHER RESOLVED**, that a certified copy of this Resolution shall be forwarded to the BMED and the Borough's Health Benefits Consultant, PIA Security Programs, 429 Hackensack Street, Carlstadt, NJ 07072, upon passage.

Introduced by Councilmember Lane; seconded by Councilmember Russo-Vogelsang - all ayes

The borough attorney explained that this is similar to Cobra to allow a dependent over the age of 26 to be covered by insurance which would be paid directly from the dependent; after a brief discussion by Councilmembers, it was decided that the attorney would get more information regarding the state law.

**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.

**219-2019 Authorize Hiring Part-Time Montvale TV Access Station Technician/Katherine Gray**

**WHEREAS**, the Borough of Montvale is desirous in filling a vacancy and hiring a Montvale TV Access Station Technician for the Montvale Studio; and

**WHEREAS**, the position currently exists and a recommendation was made by the Committee members for the hiring of Ms. Katherine Gray; and

**NOW THEREFORE BE IT RESOLVED**, by the Borough of Montvale the above listed individuals is hereby appointed Montvale TV Access Station Technicians effective November 13, 2019. The rate of pay for these positions are \$15.75 per hour and other conditions are outlined in his letter of employment.

**220-2019 Amending Reso.#192-2018 To Rescind Award To Willdan Energy & Award To PSE&G**

**WHEREAS**, the Borough required energy efficiency upgrades in our Senior Community Center; and

**WHEREAS**, PSE&G Direct Install, For Government and Non-Profit Facilities which is offered by the PSE&G provides incentives for local governments that reduce the capital cost of investing in energy efficiency upgrades; and,

**WHEREAS**, the Borough has successfully completed Direct Install projects in the past, and a recent investigation of Borough owned buildings by Willdan Energy Solutions identified areas that are eligible for lighting and HVAC upgrades; and,

**WHEREAS**, Willdan Energy Solutions is the Direct Install contractor for Bergen County, therefore no bidding process is required; and,

**WHEREAS**, Willdan Energy Solutions provided proposals including a Direct Install Application, project summary form, scope of work, and not-to-exceed price is hereby attached to this resolution; and,

**WHEREAS**, the Administration and Borough Engineer determined that the proposals submitted by Willdan Energy Solutions are advantageous to the Borough, cost and other factors considered; and,

**WHEREAS**, Willdan Energy Solutions has completed and submitted the Direct Install Applications to PSE&G Energy Program, and purchase and install the energy efficiency upgrades in the Senior Community Center; and,

**WHEREAS**, the Administration recommends authorizing Willdan Energy Solutions to Submit the Direct Install Applications to PSE&G Energy Program; and,

**WHEREAS**, the Administration recommends awarding a contract to PSE&G for completing the energy efficiency upgrades in the municipal complex in the amount of \$13,540.56 and \$6,880.00 to PSE&G; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, that a contract is awarded to PSE&G in the amount not to exceed \$20,420.56 and the work to be done by Willdan Energy Solutions.

The Council hereby authorizes the Borough Administrator to execute any and all documents and take any all actions necessary to complete and realize the intent and purpose of this resolution.

**221-2019 Cancellation of Tax and Excess Sewer Overpayments or Delinquent Amounts Less than \$10.00**

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

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

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

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

**222-2019 A Resolution Awarding a Contract to Dakota Excavating Contractor Inc. for the La Trenta Field Improvements Project Base Bid plus Alternates A and B**

**WHEREAS**, the Borough has the need to procure goods and services to install certain synthetic turf and make other improvements at La Trenta Field; and

**WHEREAS**, the Borough did publicly solicit bids for this project pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

**WHEREAS**, in response to said solicitation, four (4) bids were received; and

**WHEREAS**, the Borough Attorney has reviewed the two lowest bids for compliance with the bid specifications; and

**WHEREAS**, after review of these bids, it was determined that the lowest responsive and responsible bidder appears to be Dakota Excavating Contractor Inc.; and

**WHEREAS**, Dakota's bid is within the Engineer's estimate for this work; and

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

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

<b>Bidder</b>	<b>In the amount of:</b>
Dakota Excavating Contractor Inc.	Base Bid: \$282,410.00
481 Hackensack Avenue	Alternate A: \$ 50,349.00
Hackensack, New Jersey 07601	Alternate B: \$ 18,530.00
	TOTAL: \$351,289.00

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

**225-2019 A Resolution Amending Reso #148-2015 Authorizing Execution of An Amendment To The Developers Agreement With Montvale Development Associates/Snow Storage**

**WHEREAS**, On October 13, 2015 the Governing Body approved a Developer's Agreement which sought various approvals pertaining to Block 1002, Lots 3 & 5 and

**WHEREAS**, the parties wish to amend and memorialize an Amended Agreement pertaining to snow storage on the property; and

**WHEREAS**, the Montvale Planning Board Attorney prepared an approving resolution for the Snow Storage Plan to be implemented and be in effect for the 2019-2020 snow season. Conditions during the snow season will be monitored to determine if the Snow Storage Plan is appropriate and functional for the property. Prior to the 2020-2021 snow season, the Borough Engineer will review and determine whether the Snow Storage Plan is functional and may continue for the such season and future seasons.

**NOW THEREFORE BE IT RESOLVED**, by the Governing Body of the Borough of Montvale, that the Mayor and Municipal Clerk are hereby authorized and empowered to execute is Amendment to the Developer's Agreement with Montvale Development Associates, LLC c/o The S. Hekemian Group.

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

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

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

**ENGINEER'S REPORT:**

Andrew Hipolit  
Report/Update

1. Senior Center

The bids received are currently under attorney review

2. LaTrenta Turf

Will be scheduling a pre-construction meeting within the next few weeks

3. Salt Shed

Bid opening is scheduled for Dec 31

**ATTORNEY REPORT:**

Joe Voytus, Esq.  
Report/Update  
No Report

**UNFINISHED BUSINESS:**

None

**NEW BUSINESS:**

Councilmember Arendacs mentioned about the cracks in the tennis courts at Memorial Field; the engineer stated it can be looked at in the Spring; inquired about the sign for Fox Hill Road, is it possible for getting sponsors to pay for the sign, the engineer stated should have a policy in place first.

**COMMUNICATION CORRESPONDENCE:**

None

**MEETING OPEN TO THE PUBLIC:**

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

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

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

**Carolee Adams**

Asked for clarification of the borough's rental property monthly rent; the attorney stated once the improvements are completed then the rent can be increased; added, that cameras around the municipal complex would be beneficial; wanted to know when the TVAccess budget will be discussed; suggested to extend the resolution just passed to include all places of worship; mentioned that the water tastes terrible and asked the Mayor if there is anything that can be done;

**Jarret Schumacher**

Asked if 43 W Grand Ave would be considered affordable housing; currently it is not included; could not find the stormwater safety plan on the website;

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

**ADJOURNMENT:**

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

The Re-Organization Meeting of the Mayor & Council will be held on January 1, 2019 at 7:00pm

The next Budget meeting will be held Tuesday, January 14 at 6:00pm

The next Meeting of the Mayor and Council will be held Tuesday, January 14<sup>th</sup> at 7:30pm

Meeting adjourned at 8:00pm

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

**SINE DIE MEETING  
BOROUGH OF MONTVALE  
MAYOR AND COUNCIL  
WEDNESDAY, JANUARY 1, 2020  
7:00 P.M.**

**SUNSHINE LAW STATEMENT**

In accordance with the provisions of the Open Public Meetings Law, notification of this meeting was provided to the Bergen Record on December 14, 2017 informing the public of time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L.1975) posted on the Montvale web site and on the Municipal Building bulletin board

**MAYOR GHASSALI CALLS THE MEETING TO ORDER:**

**SALUTE TO THE FLAG:**

**ROLL CALL:**

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

**UNFINISHED BUSINESS OF 2019:**

None

**ADJOURNMENT SINE DIE MEETING:**

**FOLLOWED BY REORGANIZATION MEETING FOR THE YEAR 2020:**

**RE-ORGANIZATION MEETING  
MINUTES**

The Re-Organization Meeting of the Mayor and Council was held in the Council Chambers and called to order at 7:00 PM. Adequate notification was published in the official newspaper of the Borough of Montvale according to the provisions of the Open Public Meeting Law (Chapter 231, P.L. 1975).

**SWEARING IN OF MAYOR ( 4 YEAR TERM)**

Michael Ghassali by Woodcliff Mayor Carlos Rendo

**SWEARING IN OF COUNCILMEMBERS (3 YEAR TERM)**

Timothy Lane by Judge Philip Boggia  
Christopher Roche by Mayor Mike Ghassali

**ROLL CALL**

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

**OPENING PRAYER:**

Archbishop, Patriarchal Vicar of the Archdiocese of the Eastern United States of America –  
Mor Dionysius John Kawak

**ELECTION OF COUNCIL PRESIDENT:**

(Council Appointment)

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

**ELECTION OF PLANNING BOARD MEMBER:**

(Council appointment)

Motion by Councilmember Lane to nominate Councilmember Curry for Planning Board Liaison  
seconded by Councilmember Arendacs - All ayes on roll call vote

**RESOLUTIONS (\*CONSENT AGENDA)**

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

**\*CONSENT AGENDA**

**RESOLUTIONS 01-2020 THROUGH 16-2020 & 19-2020 20-2020**

**01-2020 Cash Management Plan**

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

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

A. **DESIGNATION OF OFFICIAL DEPOSITORIES:**

The following financial institutions are designated official depositories:

1. Bank of America  
Wells Fargo  
N.J. Cash Management Fund  
Valley National Bank  
TD Bank
2. Designated Official depositories are required to submit to the Chief Financial Officer of the Borough of Montvale a copy of the State of New Jersey, Department of Banking, Governmental Unit Deposit Protection Act Notification of eligibility, which must be filed semiannually in the Department of Banking as of June 30<sup>th</sup> and December 31<sup>st</sup> of each year. Said Notices must be available for annual audit.
3. Designated official depositories are required to submit to the Chief Financial Officer a copy of institution's "Annual Report" on an annual basis.

**B. DEPOSIT OF FUNDS**

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

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

**C. DEFINITION OF ALLOWABLE INVESTMENT INSTRUMENTS:**

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

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

**D. DEFINITION OF ACCEPTABLE COLLATERAL AND PROTECTION OF BOROUGH ASSETS**

1. All designated depositories must conform to all applicable State statutes concerning depositories of Public Funds.
2. All depositories shall obtain the highest amount possible F.D.I.C. and/or F.S.L.I.C. coverage of all Borough Assets (Demand and Certificate of Deposit)
3. Collateral will be required for all deposits and investments of the Borough, except for those in the State Cash Management Fund, collateral must have a market value of not less than 100 percent of all deposits and investments.
4. For pledges by depositories on Borough Funds, the following securities will be considered acceptable for pledges:
  - a. Any security backed by the U.S. Government
  - b. Any direct obligation of any taxing authority within the Borough of Montvale

- c. Real Estate Mortgage Loans for Real Estate property located within the Montvale market area. Pledges of Real Estate Mortgage Loans shall be maintained at a market value of 115 percent of deposits
- d. All pledges of collateral must be indicated on an advice copy of the investment instrument which shall be forwarded to the Chief Financial Officer or Treasurer

**E. COMPENSATING BALANCE AGREEMENTS:**

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

**F. REPORTING PROCEDURES:**

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

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

**G. DIVERSIFICATION REQUIREMENTS:**

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

**H. MAXIMUM MATURITY POLICY:**

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

**I. INVESTMENT PROCEDURES:**

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

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

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

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

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

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

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

**J. RETURN ON INVESTMENT:**

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

**K. CONTROLS:**

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

**L. BONDING:**

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

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

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

**M. COMPLIANCE:**

The Cash Management Plan of the Borough of Montvale shall be subject to the annual audit conducted pursuant to N.J.S. 40A:5-4.

**N.** The official charged with the custody of the monies of the Borough of Montvale shall deposit them as designated by the Cash Management Plan and shall thereafter be

**O.** relieved of any liability or loss of such monies due to the insolvency or closing of any depository designated in the Cash Management Plan pursuant to N.J.S. 40A:5-2.

**P.** Where a conflict exists between this Cash Management Plan and State statute, the applicable State statute shall apply.

**Q.** The Cash Management Plan shall be subject to the approval of the Borough Attorney.

**02-2020 Authorizing payment to the United States Postal Service to effect the use of a Post Machine**

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

**03-2020 Establish 2020 Holiday Schedule For Administrative Non-Contractual Employees**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the following 2019 Holiday Schedule for eligible Administrative non-contractual employees be and is hereby established:

**SECTION 1.** Mandatory holidays during which Borough Hall Administrative Offices shall be closed:

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	Wednesday, January 1
Martin Luther King Day	Monday, January 20
President's Day	Monday, February 17
Memorial Day	Monday, May 25
Independence Day	Friday, July 3 (observed)
Labor Day	Monday, September 7
Columbus Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day and the Day After	Thursday, November 26 Friday, November 27
Christmas Day	Friday, December 25

**SECTION 2.** A Floating Holiday to replace Good Friday to be taken any time during the year. If not used during the calendar year, it will be lost with no ability to be carried or receive pay.

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

If July 4<sup>th</sup> and Veterans Day fall on Saturday, the holiday shall be observed on Friday. If July 4<sup>th</sup> and Veterans Day fall on Sunday, the holiday shall be observed on Monday.

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

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

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

**04-2020 Designating the Mayor, Municipal Clerk, Administrator, Chief Municipal Financial Officer, Treasurer, as Official signatories on Borough Warrants and the Judge, Municipal Court Administrator and Deputy Court Administrators as Official signatories on Municipal Court**

**Accounts**

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

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

**05-2020 Roll Call of the Councilmembers to be called in alphabetical order**

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

**06-2020 Authorizing the Mayor, Clerk and Collector to issue warrants for certain items with ratification at the following meeting**

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

- Board of Education, Montvale, NJ
- Pascack Valley Regional Board of Education
- County Tax
- Bergen County Sewer Authority
- Medical Insurance

- Life Insurance
- Bond and Note Payments
- Interest on Bonds and Notes
- Payrolls
- Investments
- Gasoline
- Scavenger Service

**07-2020 All bills to be presented in proper form to the Finance Department no later than the 25<sup>th</sup> of each month**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, N.J., that all bills must be presented in proper form to the Finance Department no later than the 25th of each month, and;  
**BE IT FURTHER RESOLVED**, that any bills received later than this date shall be held over for payment until the following month.

**08-2020 Change Fund in the amount of \$100.00 be provided for the Municipal Clerk, Collector/Treasurer, \$50.00 for the Dog/Cat License Registrar, \$100.00 for the Court Violations Clerk and \$50.00 for the Police Department**

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

**09-2020 Designation of official newspapers for advertising for the Borough of Montvale**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, N.J., that the following newspapers are hereby designated as the official newspapers for advertising for the Borough of Montvale, NJ for the year 2018:

- The Record – Hackensack, N.J.
- The Ridgewood News – Hackensack, N.J.
- The Star Ledger – Newark, NJ

**10-2020 Fixing the rate of interest to be charged for the nonpayment of taxes, assessments and excess sewer fees**

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

1. The Tax Collector is hereby authorized and directed to charge 8% per annum on the first \$1,500.00 of taxes and excess sewer fees becoming delinquent after due date and 18% per annum on any amount of taxes and excess sewer fees in excess of \$1,500.00 becoming delinquent after due date, subject to any abatement or discount for the late payment of taxes and excess sewer fees as provided by law.
2. Re Chapter 72 laws of 94 CTC 94-3. If the new tax bills are not in the mail by June 14, interest will then be charged 25 calendar days after the bills were mailed. Interest shall be calculated from August 1.
3. No interest shall be charged if payment of any quarterly tax payment and bi-annual excess sewer fess is received within ten (10) days of the date upon which the same becomes payable.
4. In connection with any delinquency of taxes, assessments or municipal charges in excess of \$10,000 which has not been paid prior to the end of a calendar year, there shall be imposed a penalty in a sum equal to six (6%) percent of the delinquency in excess of \$10,000.
5. With respect to tax certificates in excess of the sum of \$200 the following additional penalties shall be charged: two (2%) percent on the amount due over \$200 up to \$5,000; four (4%)

percent of the amount due over \$5,000 up to \$10,000; and six (6%) percent on the amount in excess of \$10,000; plus cost 2% and \$25.00 per Title 54.

- 6. Any payments not made in accordance with Paragraph Two of this resolution shall be charged interest from the due date, as set forth in Paragraph One of this resolution.
- 7. The Tax Collector is authorized to hold a tax sale for unpaid taxes and/or excess sewer charges.
- 8. This resolution shall be published in its entirety once in the newspaper.
- 9. A certified copy of this resolution shall be provided by the Office of the Municipal Clerk to each of the following officials: Tax Collector; Borough Attorney; Borough Auditor; Chief Financial Officer.

**11-2020 Order of business to be followed at all regular meetings of the Mayor and Council**

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

**BE IT FURTHER RESOLVED**, the agenda is subject to amendments by a majority vote of the council and action may be taken on issues that are not listed on the agenda, as authorized by the Open Public Meetings Act.

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

- 1. Roll Call
- 2. Reading and/or approval of all unapproved minutes
- 3. Second reading, public hearing and final passage of ordinances and introduction of ordinances
- 4. Presentation of resolutions/consent resolutions
- 5. Presentation of bills
- 6. Reports of committees, Mayor, Treasurer and Administrator
- 7. Both Public and Workshop Meetings open to public to speak
- 8. Old Business
- 9. New Business
- 10. Reading of all communications, petitions, etc
- 11. Adjournment

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

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

**12-2020 All monies collected by any Borough Official or Employee of the Borough shall be turned over the Borough Treasurer within 48 hours**

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

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

**13-2020 Establish Mayor & Council Meeting Schedule for the Year 2020**

**BE IT RESOLVED**, the meetings of the Mayor and Borough Council shall be held on the following dates for the year 2020 at the location of Borough of Montvale, Municipal Complex, 12 Mercedes Drive, 2<sup>ND</sup> Floor, Montvale, New Jersey. All meetings will commence at 7:30 PM except where noted.

**\*January 1 (Wednesday)**

January 14

January 28

Organization Meeting

Public Meeting

Workshop Session

February 11	Public Meeting
February 25	Workshop Session
March 10	Public Meeting
March 31	Workshop Session
April 14	Public Meeting
April 28	Workshop Session
May 12	Public Meeting
May 26	Workshop Session
June 9	Public Meeting
June 30	Workshop Session
July 14	Public Meeting
July 28	Workshop Session
August 11	Public Meeting
<b>Cancelled</b>	Workshop Session
September 8	Public Meeting
September 29	Workshop Session
October 13	Public Meeting
October 27	Workshop Session
November 10	Public Meeting
November 24	Workshop Session
December 8	Public Meeting
December 29	Workshop Session

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

**14-2020 Establishing a procedure for the periodic release of minutes of executive/session minutes**

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

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

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

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

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

- Decision. The decision to make public the minutes of any closed session shall be made only by the Governing Body of the Borough of Montvale and shall be based on a finding that public disclosure of the matters discussed at such closed session will not be detrimental to the public interest. In making this finding, the public body shall take into consideration, but need not agree with, the recommendation of the MRC and the basis for the recommendation as set forth in paragraph 4 above. In cases where more than one matter was discussed in closed session, the public body may elect to make public only the minutes pertaining to certain of those matters, and to keep the remaining portion(s) of the minutes confidential. Should the minutes contain any material entitled to protection, the public body shall excise or redact such protected matter, provided, that all materials required to be contained in the minutes by N.J.S.A. 10:4-14 shall be set forth.
- Once public, always public. Minutes which are made public shall not thereafter be treated as confidential, but may be seen and copied by any person in the same manner as minutes of open meetings.
- Guidelines. The following general guidelines pertaining to the nine purposes for closed meetings set forth in N.J.S.A. 10:4-12.B, may be considered in recommending and deciding when to make public minutes of closed session;
  - (a) Matters required by law to be confidential. When the need to preserve the secrecy of the confidential information discussed no longer exists; provided, that material entitled to court protection shall not be disclosed.
  - (b) Matters affecting the right to receive federal funds. When disclosure would no longer impair the right to receive funds or cause funds already received to be forfeited.
  - (c) Matters involving individual privacy. Such matters shall not be disclosed except as ordered by a court of competent jurisdiction, or with the written consent of all of the individual(s) concerned.
  - (d) Matters relating to collective bargaining agreements. When the collective bargaining agreement has been made, executed, and ratified.
  - (e) Certain matters involving public funds. After the transaction involving the public funds has been made.
  - (f) Matters affecting public safety and property. When the disclosure would no longer impair the safety and property of the public or the conduct of any investigation.
  - (g) Litigation, contract negotiation and certain privileged matters. As to litigation, when a final decision has been rendered and all rights of appeal are exhausted; as to anticipated litigation, when the statute of limitations has been made as to contract negotiation, when either the contract has been made and is binding on all parties or if not made, when negotiation is terminated; as to matters falling within the attorney-client privilege, at such time, if ever, that disclosure would not violate the attorney's ethical duties.
  - (h) Employment matters. When the employment decision has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to court protection shall not be disclosed.
  - (i) Deliberations after hearing in penalty matters. After the decision of whether to impose the penalty has been made and all rights to litigate or appeal are exhausted; provided, that material entitled to court protection shall not be disclosed.

**15-2020 Open Public Meetings Act, Chapter 231 of Public Laws of the State of New Jersey/Closed Sessions Governing Body**

**WHEREAS**, it is necessary for the Mayor and Council of the Borough of Montvale to discuss matters relating to such matters and which matters are permitted by Section 7.b of the Open Public Meeting Act,

Chapter 231 of the Public Laws of the State of New Jersey for 1975 to be discussed in closed session in the absence of the public from time to time:

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

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

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

**NOW, THEREFORE BE IT FURTHER RESOLVED** that the public be excluded from said portions of the meetings, when said closed session is deemed necessary and the appropriate motion adopted.

**16-2020 Adoption of year 2020 By-Laws of the Mayor and Council of the Borough of Montvale**

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

**Included with original minutes**

**19-2020 Adoption Borough Policy & Procedure Manual Year 2020**

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

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

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

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

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

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

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

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

**20-2020 A Resolution Re-Affirming The Borough's Existing Policy For Eligible Municipal Employees To Voluntarily Waive The Medical And Prescription Coverages Provided Through The Employee Health Benefits Program For Calendar Year 2020**

**WHEREAS**, the Borough of Montvale provides a comprehensive health benefits program comprised of medical, prescription, dental and vision coverages for eligible municipal employees, dependents and retirees; and

**WHEREAS**, the Governing Body desires the continuance of the program offering for the 2019 Calendar Year.

**NOW, THEREFORE BE IT RESOLVED**, the Mayor and Council of the Borough of Montvale, County of Bergen, hereby re-authorizes the offering of the Borough's "Opt – Out" Program to municipal employees/Plan participants eligible for health benefits coverage through the Borough Employee Health Benefit Program, whereby the employee/plan participant can voluntarily waive participation in consideration of an annual financial incentive; and

**BE IT FURTHER RESOLVED**, the waiver of benefits financial incentive shall be set on an annual basis, such incentive set for the 2018 calendar year as follows:

**FOR THOSE EMPLOYEES/PLAN PARTICIPANTS PARTICIPATING IN THE OPT-OUT AFTER MAY, 21, 2010**

<b>ELIGIBLE COVERAGE</b>	<b>ANNUAL FINANCIAL INCENTIVE (2020)</b>
<b>Single</b>	<b>25% of the Net Savings to the Borough of Montvale or \$5,000, whichever is less</b>
<b>Employee/Spouse</b>	
<b>Parent/Child</b>	
<b>Family</b>	

**BE IT FURTHER RESOLVED**, the above schedules are consistent with the amounts set forth by the Borough and in accordance with the provisions set forth by the NJ Divisions of Local Government Services, as established by Chapter 2, P.L. 2010.

**BE IT FURTHER RESOLVED**, the specific terms and conditions of said waiver of coverage are contained within the "201 Waiver of Coverage Offer and Agreement," a copy attached herewith and affirmed by this Resolution; and

**BE IT FURTHER RESOLVED**, a certified copy of this Resolution shall be forwarded to the Borough Finance Officer, Health Benefits Consultant and Borough Attorney

Introduced by Councilmember Lane; seconded by Councilmember Curry – a roll call was taken, all ayes

**NON-CONSENT AGENDA**

**RESOLUTION 00-2020 Temporary Budget**

**WHEREAS**, 40A: 4-19 provides that where any contract, commitment or payment are to be made prior to the final adoption of the 2019 budget, temporary appropriations should be made for the purpose and amounts required in the manner and time therein provided; and

**WHEREAS**, the effective date of this resolution is January 1, 2020; and

**WHEREAS**, the total appropriations in the 2019 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance are as follows:

Current \$17,791,242

**WHEREAS**, 26.25 percent of the total appropriations in the 2019 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance in said 2019 budget is as follows:

Current \$ 4,670,201

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that the following temporary appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for her records:

General Appropriations  
Operations - Within "CAPS"

Administrative and Executive:	
Salaries and Wages	\$70,000.00
Other Expenses	65,000.00
Mayor and Council:	
Salaries and Wages	14,000.00
Other Expenses	4,000.00
Borough Clerk:	
Salaries and Wages	42,500.00
Other Expenses	8,000.00
Financial Administration:	
Salaries and Wages	72,000.00
Other Expenses	9,500.00
Tax Assessment Administration (Assessment of Taxes):	
Salaries and Wages	12,000.00
Other Expenses	9,500.00
Revenue Administration (Collection of Taxes):	
Salaries and Wages	20,000.00
Other Expenses	12,500.00
Legal Services and Costs:	
Other Expenses	75,000.00
Engineering Services and Costs:	
Other Expenses	50,000.00
Cable TV Committee:	
Salaries and Wages	2,500.00
Other Expenses	4,000.00
Historic Preservation Commission:	
Other Expenses	300.00
Planning Board:	
Salaries and Wages	29,000.00
Other Expenses	25,000.00
Zoning Official:	
Salaries and Wages	5,000.00
Property Maintenance:	
Salaries and Wages	2,000.00
Life Insurance	1,500.00
General Liability Insurance	125,000.00
Worker's Compensation Insurance	100,000.00

**BOROUGH OF MONTVALE****JANUARY 1, 2020**

Employee Group Health	430,000.00
Employee Group Health - Waiver	10,000.00
Fire:	
Other Expenses	45,000.00
Fire Hydrant Service	46,500.00
Police:	
Salaries and Wages	1,080,000.00
Other Expenses	40,000.00
Acquisition of Police Vehicles	10,000.00
Police Dispatch / 911 (Radio Communications):	
Other Expenses	10,000.00
First Aid Organization:	
Other Expenses	10,000.00
Emergency Management:	
Salaries and Wages	4,500.00
Other Expenses	2,500.00
Uniform Fire Safety:	
Salaries and Wages	25,000.00
Other Expenses	3,000.00
Prosecutor:	
Other Expenses	4,000.00
Road Repairs and Maintenance:	
Other Expenses	50,000.00
Snow Removal:	
Other Expenses	50,000.00
Sewer System:	
Other Expenses	40,000.00
Garbage and Trash Removal:	
Other Expenses	150,000.00
Public Buildings and Grounds:	
Salaries and Wages	9,000.00
Other Expenses	25,000.00
Maintenance of All Vehicles:	
Other Expenses	15,000.00
Municipal Services Act:	
Other Expenses	5,000.00
Public Health Services (Board of Health):	
Salaries and Wages	1,000.00
Other Expenses	25,000.00
Environmental Commission:	
Salaries and Wages	1,000.00
Other Expenses	1,000.00
Animal Control Services (Animal Regulation):	
Other Expenses	4,000.00
Welfare Administration (Public Assistance):	
Salaries and Wages	2,000.00
Other Expenses	200.00
Recreation:	
Salaries and Wages	20,000.00
Other Expenses	8,000.00
Senior Citizen:	
Salaries and Wages	6,500.00
Other Expenses	5,500.00
Municipal Court:	
Salaries and Wages	35,000.00
Other Expenses	3,000.00
Public Defender:	
Other Expenses	1,500.00
Construction Code Official:	
Salaries and Wages	60,000.00
Other Expenses	4,500.00
Building Sub-Code Official:	
Salaries and Wages	20,000.00
Plumbing Sub-Code Official:	
Salaries and Wages	20,000.00
Fire Sub-Code Official:	
Salaries and Wages	10,000.00

**BOROUGH OF MONTVALE****JANUARY 1, 2020**

Electrical Sub-Code Official:	
Salaries and Wages	15,000.00
Elevator Sub-code Official:	
Other Expenses	10,000.00
Gasoline	30,000.00
Electricity	65,000.00
Telephone	15,000.00
Natural Gas	35,000.00
Street Lighting	40,000.00
Deferred Charges and Statutory	
Expenditures - Municipal Within "CAPS"	
Statutory Expenditures:	
Social Security System	75,000.00
Defined Contribution Retirement Program	<u>4,000.00</u>
	<u>3,340,000.00</u>
Excluded from "CAPS"	
Maintenance of Free Public Library	240,000.00
Sewer Processing and Disposal:	
Contractual	325,000.00
Recycling Tax	<u>4,000.00</u>
	<u>569,000.00</u>
Inter-local Municipal Service Agreements	
Police Dispatch / 911:	
Other Expenses	50,000.00
Municipal Court Administration:	
Salaries and Wages	35,000.00
Other Expenses	20,000.00
Prosecutor:	
Other Expenses	4,000.00
Public Defender:	
Other Expenses	1,500.00
Pascack Valley Special Police Officers:	
Salaries & Wages	45,000.00
Other Expenses	5,500.00
Department of Public Works:	
Other Expenses	<u>600,000.00</u>
	<u>761,000.00</u>
	<u>4,670,000.00</u>
Municipal Debt Service - Excluded from "CAPS"	
Interest on Bonds	151,000.00
	<u>151,000.00</u>
	<u>\$4,821,000.00</u>

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

**17-2020 Officers Fire Department**

**BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, N.J., that the following Officers of the Montvale Fire Department be approved for the year 2020:

- Fire Chief - Geoffrey Gibbons
- Deputy Fire Chief - Bruce Hopper
- Captain Company #1 - Vacant
- Captain Company #2 - Vacant
- Lt., Company #1 - Mike Cintineo
- Lt., Company #2 - Richard Alton

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

**18-2020 NJ Pay to Play Law/Professional Service Contract Appointments / Year 2020**

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

**WHEREAS**, the Borough of Montvale has a need to award certain professional contracts for services required by the municipality in calendar year 2016; and

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

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

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

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

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

The following professional 2019 contracts shall be awarded under the “non-fair open” process at the next regular meeting of the Governing Body:

*Borough Attorney:* Philip N. Boggia, Esq.  
 Boggia & Boggia, Esqs.  
 71 Mt. Vernon Street  
 Ridgefield Park, NJ 07660

*Borough Engineer:* Andrew Hipolit  
 Maser Consulting P.A.  
 200 Valley Road, Suite 400  
 Mount Arlington, NJ 07856

*Auditor:* Jeff Bliss  
 Lerch, Vinci & Higgins  
 1717 Route 208  
 Fairlawn, NJ 07407

The said professionals, prior to securing such contract, shall execute and file with the Municipal Clerk, a *2020 Business Entity Disclosure Certification* pursuant to N.J.S.A. 19:44A-20-8.

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

**OATHS OF OFFICE ADMINISTERED TO OFFICERS OF MONTVALE FIRE DEPARTMENT  
SWEARING IN BY MAYOR MIKE GHASSALI**

Fire Chief , Geoffrey Gibbons  
Deputy Fire Chief, Bruce Hopper  
Lt., Company #1, Mike Cintineo  
Lt., Company #2, Richard Alton

**MAYOR & GOVERNING BODY APPOINTMENTS, 2020 STAFF, BOARD AND COMMITTEE  
APPOINTMENTS**

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

A motion by Councilmember Curry; seconded by Councilmember Lane - all ayes on a roll call vote

**OPEN MEETING TO PUBLIC:**

Motion to open meeting to the public by Councilmember Lane; seconded by Councilmember Curry  
- All ayes

**NO PUBLIC COMMENT**

**CLOSE MEETING TO PUBLIC:**

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

**COUNCIL COMMENTS:**

**Council President Arendacs**

Happy and Healthy New Year. Thanked councilmembers for the nomination to be Council President; congratulated Mayor Ghassali and Councilmember Lane on their re-election; welcome Chris Roche as a newly elected member; thanked Elizabeth Gloeggler for her service and dedication on council for the last three years; congratulations to the new fire officers and for their service to the residents; with the assistance of town officials Montvale has a cost effective agreement with the DPW of Rivervale that will benefit both towns; As Deputy Police Commissioner, it has been an honor working along side Police Commissioner Dieter Koelling and Police Chief Joe Sanfilippo, the police department is actively searching for new ways to keep the community safe, including a new traffic officer, several community programs including the junior youth police academy, DARE program and National Night out to name a few. These programs are funded through various grants. Thanked the members of the Mayor's advisory committee; The borough engineer completed a few major projects including one million dollar road program which included 15 roads; repaired the HVAC at the municipal building, installed new pickleball courts; thanked councilmembers, the Mayor and all borough staff and all the volunteers that make Montvale the best it can be.

**Councilmember Koelling**

Happy New Year; Welcomed Chris Roche; Thanked Elizabeth Gloeggler; Under the new leadership in the Police Department, with Chief Joe Sanfilippo, due to some retirements, new officers were hired in 2019; looking forward to 2020, will be negotiating a PBA contract; urging residents to volunteer for Tri-Boro ambulance; celebrated the 125 anniversary with a well attended picnic, in addition, Marie Hopper published a book, of the history of Montvale which is still available for purchase; look forward to a good year.

**Councilmember Russo-Vogelsang**

Looking forward to working with fellow councilmembers; wished everyone a Happy, Healthy and Prosperous New Year; looking forward to her new assignments and passing the torch of Recreation to Councilmember Roche;

**Councilmember Curry**

Welcomed back Mayor Ghassali and Tim Lane; welcomed Chris Roche to the council; thanked Elizabeth Gloeggler for her fine work for the benefit of Montvale; thanked all the volunteers on various boards and commissions for stepping out of your lives and homes for the benefit of Montvale; thanked the borough staff, all the professionals and the police department, together, we can continue to do the right thing for Montvale; It is amazing what can get done and what can be accomplished when one doesn't worry who gets the credit and it is obvious that happens here in Montvale. Wished everyone a Happy New Year and mentioned communication is key.

**Councilmember Roche**

Thanked all voters, his family and friends; as a 15 year resident of Montvale, noticed some changes in town including Wegmans development but the values that brought him to Montvale are still as strong today; with working on numerous school events, he thought to bring his experience to the town level with being a small business owner and his financial background he felt to he would add a different perspective to the council; looking forward to working with the Mayor and council to continue to move Montvale forward.

**Councilmember Lane**

Thanked Phil Boggia for the swearing in; thanked Elizabeth Gloeggler for doing an amazing job as councilmember, she always voted with what she believed in and what she thought was best for the town; congratulated Chris Roche on his election; thanked the people of Montvale, he is humbled and honored to be elected for a 5<sup>th</sup> term; thanked all the volunteers that keep this town moving especially the Fire department; thanked all the employees including our colleagues from our inter-local agreements like the joint court and dpw, also the administration and police department, they are dedicated professionals, they add a lot to our town; blessed with retained professionals, we are very fortunate for them; on the Finance side, 2008 and 2009 were tough years with the recession, a tight budget and very low surplus and a lot of debt, there were tough decisions that were made including layoffs; we worked to get more efficient by implementing shared services; we were able to turn the finances around which included a major investment with the new firehouse, paid down the majority of debt and the last two years were able to pass a budget with no municipal tax increase.

**Mayor Ghassali**

Thanked all in attendance for coming; send your thoughts and prayers to a member of the fire department that is going through some health issues; congratulated Tim Lane on his re-election and Chris Roche on his election; thanked Elizabeth Gloeggler for her years of service and dedication, she was always there when needed, she is passionate about our community and invested herself for doing the right thing for our town; hope she will continue to be involved with the town; 2020 marks the 40<sup>th</sup> year of being in the United States; during his first year of Mayor, tough decisions were made and those decisions shape the town; thanked all councilmembers, staff and professionals for doing the right thing with circumstances that were brought on by the courts and the state; going forward, will continue to improve the roads, have town hall meetings, work hard to attract new businesses, making sure we do not have corporate vacancies, will be creating new committees, having the second annual Mayor's Gala, and a first International Food Festival and to continue to work with religious leaders. Thanked his family for their continued support; wished everyone a Happy and Safe New Year and to pray for peace here and around the world.

**CLOSING PRAYER**

Closing Prayer given by Pastor Sam Goertz – Montvale Evangelical Free Church

Motion to adjourn Re-Organization meeting by Councilmember Lane; seconded by Councilmember Arendacs - all ayes

Meeting adjourned at 7:55PM

Budget Meeting will be held January 14, 2020 at 6:00pm

Next scheduled Mayor and Council meeting will be held January 14, 2020 at 7:30PM

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 21-2020**

**RE: Amending Resolution No. 177-2019 To Establish Recreational Fees for Year 2020**

**WHEREAS**, The Recreation Department hereby establishes the programs, times and fees for various programs; and **WHEREAS**, the Recreation Director has recommended that the following fees, programs, and times be revised as described; and

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the following fees and programs and services be and are hereby established

**TIME SCHEDULE FOR SKATING RINK:**

Weekdays:

8:00AM - 2:00PM Pickleball  
2:00PM - Dusk Roller/Street Hockey

Weekends:

8:00AM - 10:00AM Pickleball  
10:00AM - 2:00PM Roller/Street Hockey  
2:00PM - 5:00PM Pickleball  
5:00PM - Dusk Roller/Street Hockey

<u>Program Name</u>	<u>Session Length</u>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>
<b>30+ Basketball</b>	Sept-May	\$75	\$95
<b>Adult Soccer</b>	10 weeks	\$15	\$20
<b>Golf Instruction- TGA</b>	6 weeks	\$105	\$125
<b>Pickleball Clinic</b>	3 weeks	\$50	\$65
<b>Pickleball Clinic Drop In Fee</b>	1 class	\$20	\$25
<b>Pickleball Program</b>	January-May	\$50	\$75
<b>Summer Camp: Grades 1-5</b>	4 weeks	\$348 per child \$1044 family max	\$408 per child \$1224 family max
<b>Adventure Camp: Grades 6-7</b>	4 weeks	\$450 per child	\$510 per child
<b>Summer Camp Resident/Non-Resident</b>	\$30 Additional Fee after Registration Period. \$25 late charge for every 15 minutes a child is left under care after camp dismissal. Payment shall be made directly to the Camp Director or Asst. Director and turned over to the Borough of Montvale.		
<u>Program Name</u>	<u>Session Length</u>	<u>Resident Fee</u>	<u>Non-Resident Fee</u>
<b>Extended Day Multisport Camp by TGA During Summer Camp Weeks Only</b>	1 week (2:30-6:30pm)	\$220	\$250

<b>Multisport Camp by TGA</b> After Summer Camp Weeks Conclude and/or During School Breaks	1 week (Half Day)	\$245	\$255
	1 week (Full Day)	\$295	\$305
	1 week (Full Day + After Care)	\$375	\$395
<b>TaeKwon-Do</b>	8 weeks (@ 2 classes per week)	\$120	\$180
<b>Tai Chi</b>	8 weeks	\$80	\$100
<b>Montvale Senior Club Tai Chi Discount:</b>	8 weeks	\$40	\$40
<b>Tennis Lessons</b>	6 weeks	\$80	\$120
	5 weeks	\$65	\$100
<b>Tennis Badges</b>			
Adult (Ages 18-61)	March-December	\$30	\$60
Child (Ages 17 & Younger)	March-December	\$10	\$20
Family Max	March-December	\$50	\$100
Seniors (Ages 62 & Up)	March-December	Free	\$10
		\$10 Fee for Replacement Tennis Badge	
<b>Ultimate Frisbee by TGA</b>	6 weeks	\$100	\$120
<b>Volleyball- Adult</b>	January-May	\$50	\$75
<b>Volleyball- Girls</b>	8 weeks	\$80	\$100
<b>Yoga</b>	8 weeks	\$80	\$100
<b>Yoga Mini Session</b>	4 weeks	\$40	\$50

**WHEREAS**, Borough Owned Recreational Fields shall be scheduled by the Borough of Montvale Field Coordinator; and  
**WHEREAS**, Montvale Athletic League ("MAL"), Montvale Recreation and Pascack Hills High School shall have first priority field scheduling use and shall provide a schedule to the Field Coordinator no later than February 1<sup>st</sup>.  
**WHEREAS**, MAL, Recreation, Pascack Hills High School and churches are exempt from payment of fees relating to field use.

<u>Fields</u>	<u>Fee</u>	<u>Resident Team/Corporation</u>	<u>Non-Resident Team/Corporation</u>
<b>Ballfields: Baseball or Softball</b> (Memorial, Fieldstone or LaTrenta)	Per Season	\$200	\$400
<b>Daily Ballfield Use Only</b>	Per Day	\$50	\$100
<b>Turf Fields: Soccer or Lacrosse</b> (Fieldstone)	Per Hour	\$25	\$50
<p>***MAL endorsed programs in sports that are not offered by MAL, and which have Montvale residents participating, shall be charged the resident fee for field use.  Turf Field Fees shall not exceed \$7,000 per season for any one organization.</p>			
<b>Tennis Court Group Reservation</b> (Memorial or LaTrenta) ***Two court maximum reservation at any one location	Per Day	\$25	\$25

<b>Corporation Event Field Reservation</b> (1 scheduled day plus 2 rain dates)	Per Day	\$200	\$400
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**Resident Corporation:** Any company that owns or leases commercial within the borough.

**Non-Resident Corporation:** Any company that does not own or lease commercial space within the borough.

**Residential Team:** Any athletic team comprised of at least 75% of its roster with Montvale residents.

**Non-Residential Team:** Any team not having at least 75% of its roster filled with Montvale residents.

**Time Slot:** An uninterrupted 1 hour time period, or any part thereof, that a field is being used by an approved team.

**Corporate Fees:** Corporate fees paid to the borough for field use, whether Resident Corporation or Non-Resident Corporation, will entitle the user to 1 field reservation time slot and up to 2 additional time slots that are designated as "rain dates".

**Season:** Spring season will begin March 1 and end July 31. Fall season will begin August 1 and end December 31.

No credit for unused Field Time Slots

All organizational (i.e. club team) play will be considered a non-resident teams.

Payment is required prior to use on all fields or no field use will be granted.

Once field use requests are received in full by February 1<sup>st</sup>, field use will be established with the following order of preference:

1. Montvale Athletic League, Recreation and Pascack Hills High School
2. Resident: Not-For-Profit Entity
3. Resident: For Profit Entity
4. Non-Resident: Not-For-Profit Entity
5. Non-Resident: For-Profit Entity

**WHEREAS**, it is the Borough of Montvale's intention by the adoption of this resolution that if any prior established fee is in conflict with fee schedule the fees set forth in this fee schedule shall be the fees charged and any conflicting prior fee is hereby superseded, repealed and replaced with the fees adopted pursuant to this resolution.

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

**Adopted: January 14, 2020**

ATTEST:

APPROVED:

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

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

## Fees Changes

### Summer Camp: Grades 1-5

Fee increase only accounts for bowling fees added into camp fees in order to streamline the payment process. In 2019, the camp fees (\$320) were separately collected from the bowling fees. In 2020, the fee will be \$348 which breaks down to \$320 + \$28 (\$7 per bowling day X 4 bowling days).

### Adventure Camp: Grades 6-7

Since Adventure Camp worked out great last year, we increased the number of trips that the kids will be going on from 8 in 2019 to 12 in 2020. The increase of \$50 per child will account for these added trips and the transportation. We expect that this will be the only fee increase in this program for the next several years.

### Daily Ballfield Use Only (In Field Use Fees)

We commonly have teams every season that are part of a larger league but would like to get in extra practice time on the fields. Typically, the teams are part of the corporation leagues and have not played together before so they would like to practice before they play games on our fields. We do not have a rate to charge outside of the per season fee (\$200) and since they are practicing outside of their scheduled league time, they are not covered under their league's field permit. In order to resolve this, I added in a daily ballfield fee that we would use in these situations.

## New Programs

### Extended Day Multisport Camp by TGA

This program will act as an option for parents to extend their child's summer camp day. It will run concurrent with our summer camp weeks. Children signed up for this multisport camp will be released from our camp at 2:30pm to TGA's camp where they will be until 6:30pm. Parents will have the option to sign their child up for one, two, three or four weeks of this camp.

### Multisport Camp by TGA

This program will run during spring break and the week following our summer camp. Parents will have the option of signing their children up for a week of half day (8am-12pm) camp, full day (8am-3pm) camp or full day plus after care (8am-6pm).

**TGA Multisport Camp Description:** TGA Premier Sports runs Multi-sport camps when schools are not in session during the school year, as well as over the summer. During these structured camps, kids will be able to participate in up to 5 sports each day. Possible sports included, but are not limited to golf, tennis, flag football, lacrosse, volleyball, ultimate frisbee, cheerleading, and floor hockey. TGA will be using the community center, rec center and the Memorial Drive grounds for these activities.

### Ultimate Frisbee by TGA

TGA will also be running this program in the same grass area next to the Memorial Drive tennis courts that we use for golf instruction now. TGA and I would like to offer a free demo to gauge the interest in this program and then structure the age groups from there. TGA has the ability to offer this program to both adults and kids, separately.



## Montvale Recreation Proposal – 1.2.2020

Thank you for considering a partnership with TGA of Bergen County for 2020. TGA is a leading provider of sports programs for kids and adults across the country. We look forward to bringing exceptional programming to Montvale, NJ. Please see information on potential programs below.

### **GOLF**

TGA brings the golf course to you! Our award-winning curriculum incorporates golf instruction, educational components, and character development lessons in a fun and nurturing environment. Students develop skills and understanding of the game through station-based activities and drills that increase in difficulty throughout our 5-level program. Come tee it up with TGA!

TGA would like to offer Golf in Montvale on Mondays, the following dates:

4/27, 5/4, 5/11, 5/18, 6/1, 6/8 (Make Up – 6/15)

Classes would be broken up as follows (times can be adjusted based on when after school programs end):

Ages 5-7: 4:45pm-5:45pm

Ages 8-11: 5:45pm-6:45pm

Ages 12-14: 6:45pm-7:45pm

TGA provides all equipment and can handle online registration through its secure website. TGA's fee is \$17.50/Child/Class (\$105/6 Week Class).

### **ULTIMATE FRISBEE**

Play one of the fastest growing youth sports at TGA's Ultimate Enrichment Program! This fast-paced team game uses a flying disc (A.K.A. a Frisbee®) to score points in an end zone, similar to football. Students develop throwing, catching, marking, and defending skills while learning about the academics behind throwing techniques and the 'Spirit of the Game' which emphasizes important life skills including fair play, honesty, and respect for other players.

TGA would offer Ultimate Frisbee to kids and adults. The youngest we would recommend starting is 2<sup>nd</sup> grade. We could run an instructional program that would meet once a week for an hour each time. The program would take place at the same location the golf program takes place. The fee for a program like this would be \$15/Child/Class. We would encourage offering a free demo before the start of the session.

Day/Dates: TBD

Grades 2-4 – First Hour

Grades 5-8 – Second Hour



### **MULTI-SPORT CAMPS**

TGA Premier Sports runs Multi-sport camps when schools are not in session during the school year, as well as over the summer. During these structured camps, kids will be able to participate in up to 5 sports each day. Possible sports included, but are not limited to golf, tennis, flag football, lacrosse, volleyball, ultimate frisbee, cheerleading, and floor hockey.

Specific Proposals for Montvale (anything below can be adjusted):

- Week Long Camps (based on 5 days)
  - Spring: April 6-10
  - Summer: July 27-31
    - Half Day: 8am-12pm - \$225 (\$11.25/Hour)
    - Full Day: 8am-3pm - \$275 (\$7.85/Hour)
    - Full Day + After Care: 8am-6pm - \$350 (\$7/Hour)
- Extended Day Camp Sports Camps (based on 5 days)
  - Running each week during Montvale Day Camp, June 29-July 24
    - Time: 2:30pm-6:00pm
    - Cost: \$200/Child/Week (\$11.42/Hour)

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 22-2020**

**RE: Award Professional Service Contract / Borough Attorney / Boggia, Boggia, Betesh & Voytus, LLC**

**WHEREAS**, the Borough of Montvale has a need to acquire Attorney Services through the alternate process pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

**WHEREAS**, Boggia, Boggia, Betesh & Voytus, LLC, 71 Mt. Vernon Street, Ridgefield Park, NJ 07660 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2020; and

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

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

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

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

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

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 23-2020**

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

**WHEREAS**, the Borough of Montvale has a need to acquire Auditor Services through the alternate process pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

**WHEREAS**, Lerch, Vinci & Higgins, LLP, 17-17 Route 208, Fair Lawn, NJ 07410 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2020; and

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

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

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

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

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

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

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

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

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

\_\_\_\_\_  
Maureen Iarossi-Aiwan  
Municipal Clerk

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

Account#  
Amount \$

**Engagement Administration, Fees, and Other (continued)**

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

Our fee for the above described services rendered on behalf of the Borough of Montvale is based on our experience in prior years' audits of the Borough. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additionally, the Borough will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the Borough's bank balances in accordance with generally accepted auditing standards. Our invoices for this fee will be rendered each month as work progresses and are payable upon presentation. Our fee for the fiscal year ended December 31, 2020 will be as follows:

	<u>2020 Proposed Fee</u>
Annual Audit	\$41,000
LOSAP Review	\$ 2,200
Preparation of Supplemental Debt Statement And Capital Budget Amendment	\$ 500 each

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

- Preparation of the Unaudited Annual Financial Statement for the year ended December 31, 2020
- Preparation of the Annual Debt Statement for the year ended December 31, 2020

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

## Engagement Administration, Fees, and Other (continued)

Lerch, Vinci & Higgins LLP will not act as dissemination agent for the Borough in connection with the Borough's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Borough's audited financial statements to the Borough or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of operating data, customarily consisting of the operating and financial information contained in Appendix A to an Official Statement, and distribution of the operating data to the Borough or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Borough, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Lerch, Vinci & Higgins LLP shall not have any responsibility nor liability for the failure of the Borough, or its designated dissemination agent, to comply with the Borough's secondary market disclosure undertakings.

Should any additional matters come to our attention, such as utilization of the State-mandated Financial Automation Submission Tracking ("FAST") system for statutory documents required by the Division of Local Government Services, which will require us to enlarge the scope of the engagement, we will discuss the matter as well as the cost estimate with the Borough Council prior to commencement of the work. Should the Borough request accounting support services to be rendered outside the scope of audit services reflected herein, such services would be billed at our standard hourly rates or an agreed-upon fixed fee. The Borough will be notified of such agreed-upon fixed fee engagements prior to the commencement of the work.

Our standard billing rates for 2020 are as follows:

Partners	\$150- \$175 per hour
Managers	\$125 -\$140 per hour
Senior Accountants/Supervisors	\$ 90 - \$115 per hour
Staff Accountants	\$ 75 - \$ 85 per hour
Other Personnel	\$ 45 per hour

*Government Auditing Standards* requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our September 30, 2015 peer review report accompanies this letter.

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 24-2020**

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

**WHEREAS**, the Borough of Montvale has a need to acquire Engineering Services through the alternate process pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

**WHEREAS**, Maser Consulting P.A., 200 Valley Road, Mount Arlington, NJ 07856 were appointed at the Re-organization Meeting of the Governing Body on January 1, 2020; and

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

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

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

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

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

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

1. The Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute the attached Contract with Maser Consulting.

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

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

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$



**2020 RATE SCHEDULE  
BOROUGH OF MONTVALE, BERGEN COUNTY, NJ  
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2020**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

**Engineering Services**

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

**Other Technical Services**

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

**TECHNICAL STAFF RATES**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Project Manager	175.00
Senior Project Specialist	170.00
Project Specialist	165.00
Technical Professional	155.00
Technical Specialist	145.00
Specialist	130.00
Senior Data Technician	120.00
Senior Technical Assistant	115.00
Technical Assistant	105.00
Data Technician	95.00
Survey Crew – 2 Man	210.00
Survey Crew – 1 Man w/Robotic Equipment	190.00
Expert Testimony	325.00
Sr. LSRP	240.00
LSRP	225.00

**REIMBURSABLE EXPENSES**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Plotting	3.95/Each
Computer Mylars / Color Plots	75.00/Each
Photo Copies	0.18/Each
Color Photo Copies	1.95/Each
Document Binding	3.75/Each
Portable Media	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	60.00/Each
Mileage Reimbursement*	0.58/Per Mile
Field Vehicle	0.70/Per Mile

\* Mileage reimbursement subject to change based upon IRS standard mileage rate

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 25-2020**

**RE: Award Professional Service Contract / Borough Planner / Maser Consulting, P.A. / Darlene Green**

**WHEREAS**, the Borough of Montvale has a need to acquire Municipal Planner through the alternate process pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

**WHEREAS**, Maser Consulting, P.A. was appointed at the Re-Organization Meeting of the Governing Body on January 1, 2020; and

**WHEREAS**, it is the desire of the Mayor and Borough Council to appoint Darlene Green, P.P., AICP/Associate/Senior Project Planner of Maser Consulting, P.A., Perryville III Corporate Park, 53 Frontage Road, Suite 120, Clinton, NJ 08809 for planning services for the Borough for this period; and

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

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

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

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

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

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

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

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$



**2020 RATE SCHEDULE  
BOROUGH OF MONTVALE, BERGEN COUNTY, NJ  
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2020**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

**Engineering Services**

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

**Other Technical Services**

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

**TECHNICAL STAFF RATES**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Project Manager	175.00
Senior Project Specialist	170.00
Project Specialist	165.00
Technical Professional	155.00
Technical Specialist	145.00
Specialist	130.00
Senior Data Technician	120.00
Senior Technical Assistant	115.00
Technical Assistant	105.00
Data Technician	95.00
Survey Crew – 2 Man	210.00
Survey Crew – 1 Man w/Robotic Equipment	190.00
Expert Testimony	325.00
Sr. LSRP	240.00
LSRP	225.00

**REIMBURSABLE EXPENSES**

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Plotting	3.95/Each
Computer Mylars / Color Plots	75.00/Each
Photo Copies	0.18/Each
Color Photo Copies	1.95/Each
Document Binding	3.75/Each
Portable Media	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	60.00/Each
Mileage Reimbursement*	0.58/Per Mile
Field Vehicle	0.70/Per Mile

\* Mileage reimbursement subject to change based upon IRS standard mileage rate

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 26-2020**

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

**WHEREAS**, the Borough of Montvale requires professional computer services and an extended service agreement for the computers and peripherals for the period January 1, 2020 through December 31, 2020; and

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

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

That a contract for professional computer services for an Service Agreement for Computers and Peripherals proposal which is attached and made part of this resolution be awarded to Tri-State Technical Computer Services, Inc., of 442 Lafayette Avenue, Hawthorne, New Jersey 07506 in the amount of \$8,875.00 for the period January 1, 2020 through December 31, 2020 for the service contract, and \$80.00 for labor rate as described in the Service Agreement;

**WHEREAS**, the Certified Municipal Finance Officer has provided funds to be available subject to the adoption of the year 2020 Municipal Budget; and

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$ 8,875.00  
Account#  
Amount \$ 25,000.00

**TRI-  
STATE**

**TECHNICAL COMPUTER SERVICES INC.**

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

November 16, 2019

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

Dear Ms. Iarossi-Alwan,

Our labor rate for the year 2020 will remain \$80.00 per hour and the service contract will increase to \$8875.00.

If you have any questions, please call.

Sincerely,



Dino George  
Vice-President

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 27-2020**

**RE: Appointment of A Risk Management Consultant In Accordance With The Requirements Set Forth By The Bergen County Municipal Joint Insurance Fund (BCMJIF) For The Borough Commencing January 1, 2020/Professional Insurance Associates, (P.I.A) McCarthy Forde**

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council does hereby appoint **Professional Insurance Associates Inc.** as its Risk Management Consultant in accordance with the Fund's bylaws; and **BE IT FURTHER RESOLVED**, that the Mayor and Borough Clerk are hereby authorized and directed to execute a Risk Management Consultant's Agreement attached and to advertised in the official newspaper in accordance with NJSA 40A:11-5 (1) (a) (i).

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

# **AGREEMENT**

## **RISK MANAGEMENT CONSULTANT**

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_, **2020**  
**BY AND BETWEEN**

**BOROUGH OF MONTVALE**,  
a municipal corporation of the State of New Jersey, with offices located at:  
**12 Mercedes Drive**  
**Montvale, NJ 07645-1816**  
hereinafter referred to as the "**MUNICIPALITY**",

**AND**

**PROFESSIONAL INSURANCE ASSOCIATES, (P.I.A.)**,  
A Division of World Insurance Associates, LLC  
a professional corporation, licensed in the State of New Jersey,  
having a place of business at:  
**429 Hackensack Street,**  
**P.O. Box 818**  
**Carlstadt, New Jersey 07072**  
hereinafter referred to as the "**RISK MANAGEMENT CONSULTANT**".

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) the **MUNICIPALITY** is permitted to enter into professional service contracts without the necessity of public bidding; and

**WHEREAS**, pursuant to a Resolution adopted by the Governing Body of the **BOROUGH OF MONTVALE** dated \_\_\_\_\_, a notice of which was duly advertised pursuant to law, the **MUNICIPALITY** desires to retain **PROFESSIONAL INSURANCE ASSOCIATES**, A Division of World Insurance Associates, LLC, as the **RISK MANAGEMENT CONSULTANT** to render services as insurance broker of record for the **MUNICIPALITY**; and

**WHEREAS**, the **RISK MANAGEMENT CONSULTANT** is willing to provide these services upon the terms hereinafter stated;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

## 1. GENERAL TERMS AND CONDITIONS

- 1.1 The **RISK MANAGEMENT CONSULTANT** hereby covenants and agrees to furnish services and data incident to the professional services aforesaid, pursuant to and in accordance with the **SCOPE OF SERVICES (APPENDIX A)** proposed, submitted, and attached herewith, to the **MUNICIPALITY**.
- 1.2 The submitted Proposal, a certified copy of the Resolution appointing the **RISK MANAGEMENT CONSULTANT**, and this Agreement shall together form the Contract between these parties and said documents are incorporated herein by reference or by attachments and are made a part of this Agreement.
- 1.3 The **RISK MANAGEMENT CONSULTANT** may not assign this contract to any other person or agency, it being agreed, the services outlined herein are defined as Professional Services in accordance with the Provisions of the N.J. Public Contract Law.
- 1.4 No additional services shall be rendered for which the **RISK MANAGEMENT CONSULTANT** shall seek payment from the **MUNICIPALITY** without written authorization by the **MUNICIPALITY** pursuant to law.
- 1.5 The **RISK MANAGEMENT CONSULTANT** shall comply with the law(s) regarding Equal Employment Opportunity language as required by N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 relating to Goods, Professional Service and General Service Contracts, with mandatory language attached hereto and made a part hereof as Appendix "B".
- 1.6 The **RISK MANAGEMENT CONSULTANT** also meets the requirements of N.J.S.A. 52:32-44, relating to proof of business registration, which is attached hereto and made a part hereof and are binding upon the **RISK MANAGEMENT CONSULTANT**.

## 2. REMUNERATION

- 2.1 **For coverages attained through the MUNICIPALITY'S Membership in the BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND.**  
The **MUNICIPALITY** authorizes payment as compensation for services rendered, an amount equal to six percent (6%) of the **MUNICIPALITY'S** annual assessment as promulgated by the Bergen County Municipal Joint Insurance Fund (BCMJJIF) and the NJ Municipal Excess Liability Joint Insurance Fund (MEL). Said fees shall be paid to the **RISK MANAGEMENT CONSULTANT** by the Fund within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the **MUNICIPALITY**.

2.2 **For all other Insurance coverages:**

For all other coverages authorized by the **MUNICIPALITY**, including but not limited to Employee Health Benefits, Accident & Health, Disability or Statutory Bonds, to be placed outside the Fund, the **RISK MANAGEMENT CONSULTANT** shall receive, as full compensation, the normal brokerage commissions paid by the insurance carrier. The premiums for said policies shall not be added to the Fund's assessment in computing the six percent (6%) fee outlined above.

**3. TERM OF AGREEMENT**

- 3.1. The **TERM OF CONTRACT** shall be from **January 1, 2020 through December 31, 2020** or until such time as a qualified Successor is appointed, unless terminated as hereinafter provided in this Agreement.

**4. CANCELLATION OF AGREEMENT**

- 4.1 Either party may cancel this Agreement by providing to the other party, written notification calling for termination at any time with not less than ninety (90) days thereafter.
- 4.2 Fees for service shall be prorated to the date of termination.

**5. CONTRACT PROVISIONS**

5.1 **POLITICAL CONTRIBUTION DISCLOSURE:**

This contract has been awarded to the **RISK MANAGEMENT CONSULTANT** based upon the merits and abilities of the **RISK MANAGEMENT CONSULTANT** to provide the goods and/or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*

As such, the undersigned does hereby attest the **RISK MANAGEMENT CONSULTANT**, its subsidiaries, assigns or Principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the **MUNICIPALITY** if a member of that political party is serving in an elective public office of the **MUNICIPALITY** when the contract is awarded.

5.2 **BUSINESS ENTITY DISCLOSURE CERTIFICATION**

The **RISK MANAGEMENT CONSULTANT** has complied with the Business Entity Disclosure Certification for non-fair and open contracts required pursuant to N.J.S.A. 19:44A-20.8, which has been placed on file with the **MUNICIPALITY**.

5.3 CONTRACT PROVISIONS CLAUSE

In the event that any paragraph or sub-part of any paragraph or any term, requirement or condition of this Agreement shall be deemed invalid by a court of competent jurisdiction, administrative agency or other tribunal, it shall in no way affect the validity of all other terms, conditions, requirements, paragraphs or sub-parts thereof of the Agreement and the remainder of the Agreement shall remain in full force and effect.

5.4 CONTRACT ENTIRETY CLAUSE

No additions, changes, amendments or modifications to this Agreement or any provision thereof, shall be valid unless the same is in writing and executed by both parties hereto.

5.5 NON-DISCRIMINATION PROVISION

The **RISK MANAGEMENT CONSULTANT** agrees and affirms compliance with the Provisions of N.J.S.A. 10:5-31 et seq. (PL 1975, C. 127) and N.J.A.C. 17:27, the NJ Equal Employment Opportunity and Anti Discrimination Law.

5.6 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The **RISK MANAGEMENT CONSULTANT** agrees and affirms compliance with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S12.101 et.seq.)

**IN WITNESS WHEREOF**, the said **MUNICIPALITY** has caused this instrument to be signed by its presiding officer, attested to by the **MUNICIPALITY** Clerk and its seal to be hereunto affixed, pursuant to resolution of the **MUNICIPALITY** adopted for that purpose and the said **RISK MANAGEMENT CONSULTANT** has caused these presents to be signed by its respective officers duly authorized to sign this Agreement, and attested hereto the day and year first above written.

**BOROUGH OF MONTVALE**

ATTEST:

By \_\_\_\_\_

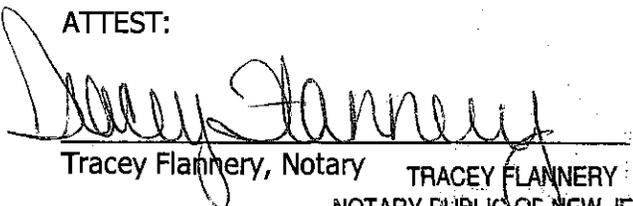
\_\_\_\_\_

**PROFESSIONAL INSURANCE ASSOCIATES,  
A Division of World Insurance Associates, LLC**

By \_\_\_\_\_

James V. Gardella, President

ATTEST:

  
Tracey Flannery, Notary

TRACEY FLANNERY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 18, 2020

## APPENDIX A

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### SCOPE OF SERVICES

- A) The Risk Management Consultant (RMC) shall assist the Municipality in identifying its insurable exposures with respect to property and casualty (or employee health benefits as requested) and to recommend professional methods to reduce, assume or transfer the risk or loss.
- B) Assist the Municipality in understanding the various coverages afforded through its membership in the **Bergen County Municipal Joint Insurance Fund (BCMJIF)**.
- C) Review with the Municipality any additional coverage the RMC determines should be secured, but is not available from the Fund and, subject to the Municipality's authorization, place such coverage with a conventional insurance carrier.
- D) Advise of the implications of special events and advise the Municipality of the special events coverage that may be required.
- E) Assist the Municipality in the preparation and completion of applications, statements of values, and similar underwriting documents requested by either the Fund or other insurance provider, it being understood the RMC shall not perform any appraisal work.
- F) Review Certificates of Insurance from contractors, vendors and professionals providing goods and services to the Municipality, as requested by the Municipality.
- G) Review the Municipality's assessment, as prepared by the Fund or premium developed by an insurance carrier and advise the Municipality of its annual insurance costs.
- H) Review the loss and engineering reports and assist the Safety Committee in its loss containment objectives. Also, attend no less than one per annum Safety Committee Meeting to promote the safety objectives and goals of the Municipality and the Fund.
- I) Assist as needed in the settlement of claims, with the understanding the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
- J) Communicate all important (deadline) dates to the Municipality to avoid surcharges and/or lapses in coverage(s) and ensure compliance with all Fund directives
- K) Provide consultation services relative to changes in federal and/or state law/ regulation that impacts the delivery of the Employee Benefits Program and/or the financial impact thereof.

**APPENDIX A (continued)**

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- L) Attend meetings of the Fund and keep the Municipality apprised of Fund operations. Serve on any such committees, as appointed by the Executive Committee of the Fund.
- M) Prepare and present an annual report for the Governing Body outlining the Fund's financial performance, coverages and services
- N) Have a complete understanding and thorough working knowledge of the BCMJIF and the Employee Health Benefits Program.

**SERVICE TEAM**

***PIA & PIA SECURITY PROGRAMS***

***Public Entity Service Team 2020***

<b><i>Individual</i></b>	<b><i>Title</i></b>	<b><i>Experience</i></b>
James V. Gardella	President	42 years
* Frank Covelli	Manager – Public Entities Dept.	23 years*
David E. Murphy	Manager – Claims & Risk Control	37 years
Tracey Flannery	Public Entity Service Representative (P&C)	30 years
Sharon Fallon	Public Entity Service Representative (P&C)	12 years
Robin Degenars	Public Entity Service Representative (Health & Life)	23 years
Renee Gear	Public Entity Claims Representative (Health)	15 years
<b>Total Years of Experience</b>		<b>182 years</b>

\* = Does not include service as a Municipal Business Administrator

## **APPENDIX B**

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### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disability Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable count employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination by the Division, pursuant to N.J.A.C. 17:27-5.2.

## **APPENDIX B (continued)**

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACT  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the **Borough of Montvale**, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provision of this Agreement or otherwise at law.

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 28-2020**

**RE: A Resolution To Appoint A Health Benefits Consultant Relative To The Borough's Membership In The Bergen Municipal Employee Benefits Fund (BMED) Commencing January 1, 2020/PIA McCarthy Forde**

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

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

**WHEREAS**, the Board of Fund Commissioners for the BMED established a fee for such services based upon the Municipality's assessment, which expenditure represents reasonable compensation for the services required and is a part of the Municipal Assessment promulgated by the Fund's; and

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

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

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

**BE IT FURTHER RESOLVED**, that in accordance the **HEALTH BENEFITS CONSULTANT** shall receive as compensation as outlined as indicated the attached agreement; and

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

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

# **AGREEMENT**

## **RISK MANAGEMENT CONSULTANT**

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_, **2020**  
**BY AND BETWEEN**

**BOROUGH OF MONTVALE**,  
a municipal corporation of the State of New Jersey, with offices located at:  
**12 Mercedes Drive**  
**Montvale, NJ 07645-1816**  
hereinafter referred to as the "**MUNICIPALITY**",

**AND**

**PROFESSIONAL INSURANCE ASSOCIATES, (P.I.A.)**,  
**A Division of World Insurance Associates, LLC**  
a professional corporation, licensed in the State of New Jersey,  
having a place of business at:  
**429 Hackensack Street,**  
**P.O. Box 818**  
**Carlstadt, New Jersey 07072**  
hereinafter referred to as the "**RISK MANAGEMENT CONSULTANT**".

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.) the **MUNICIPALITY** is permitted to enter into professional service contracts without the necessity of public bidding; and

**WHEREAS**, pursuant to a Resolution adopted by the Governing Body of the **BOROUGH OF MONTVALE** dated \_\_\_\_\_, a notice of which was duly advertised pursuant to law, the **MUNICIPALITY** desires to retain **PROFESSIONAL INSURANCE ASSOCIATES**, A Division of World Insurance Associates, LLC, as the **RISK MANAGEMENT CONSULTANT** to render services as insurance broker of record for the **MUNICIPALITY**; and

**WHEREAS**, the **RISK MANAGEMENT CONSULTANT** is willing to provide these services upon the terms hereinafter stated;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto agree as follows:

## 1. GENERAL TERMS AND CONDITIONS

- 1.1 The **RISK MANAGEMENT CONSULTANT** hereby covenants and agrees to furnish services and data incident to the professional services aforesaid, pursuant to and in accordance with the **SCOPE OF SERVICES (APPENDIX A)** proposed, submitted, and attached herewith, to the **MUNICIPALITY**.
- 1.2 The submitted Proposal, a certified copy of the Resolution appointing the **RISK MANAGEMENT CONSULTANT**, and this Agreement shall together form the Contract between these parties and said documents are incorporated herein by reference or by attachments and are made a part of this Agreement.
- 1.3 The **RISK MANAGEMENT CONSULTANT** may not assign this contract to any other person or agency, it being agreed, the services outlined herein are defined as Professional Services in accordance with the Provisions of the N.J. Public Contract Law.
- 1.4 No additional services shall be rendered for which the **RISK MANAGEMENT CONSULTANT** shall seek payment from the **MUNICIPALITY** without written authorization by the **MUNICIPALITY** pursuant to law.
- 1.5 The **RISK MANAGEMENT CONSULTANT** shall comply with the law(s) regarding Equal Employment Opportunity language as required by N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27 relating to Goods, Professional Service and General Service Contracts, with mandatory language attached hereto and made a part hereof as Appendix "B".
- 1.6 The **RISK MANAGEMENT CONSULTANT** also meets the requirements of N.J.S.A. 52:32-44, relating to proof of business registration, which is attached hereto and made a part hereof and are binding upon the **RISK MANAGEMENT CONSULTANT**.

## 2. REMUNERATION

- 2.1 **For coverages attained through the MUNICIPALITY'S Membership in the BERGEN COUNTY MUNICIPAL JOINT INSURANCE FUND.**  
The **MUNICIPALITY** authorizes payment as compensation for services rendered, an amount equal to six percent (6%) of the **MUNICIPALITY'S** annual assessment as promulgated by the Bergen County Municipal Joint Insurance Fund (BCMJIF) and the NJ Municipal Excess Liability Joint Insurance Fund (MEL). Said fees shall be paid to the **RISK MANAGEMENT CONSULTANT** by the Fund within 30 days subsequent to the Fund's prescribed payment schedule of the annual assessment by the **MUNICIPALITY**.

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For all other coverages authorized by the **MUNICIPALITY**, including but not limited to Employee Health Benefits, Accident & Health, Disability or Statutory Bonds, to be placed outside the Fund, the **RISK MANAGEMENT CONSULTANT** shall receive, as full compensation, the normal brokerage commissions paid by the insurance carrier. The premiums for said policies shall not be added to the Fund's assessment in computing the six percent (6%) fee outlined above.

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- 3.1. The **TERM OF CONTRACT** shall be from **January 1, 2020 through December 31, 2020** or until such time as a qualified Successor is appointed, unless terminated as hereinafter provided in this Agreement.

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- 5.1 **POLITICAL CONTRIBUTION DISCLOSURE:**  
This contract has been awarded to the **RISK MANAGEMENT CONSULTANT** based upon the merits and abilities of the **RISK MANAGEMENT CONSULTANT** to provide the goods and/or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*

As such, the undersigned does hereby attest the **RISK MANAGEMENT CONSULTANT**, its subsidiaries, assigns or Principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the **MUNICIPALITY** if a member of that political party is serving in an elective public office of the **MUNICIPALITY** when the contract is awarded.

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No additions, changes, amendments or modifications to this Agreement or any provision thereof, shall be valid unless the same is in writing and executed by both parties hereto.

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The **RISK MANAGEMENT CONSULTANT** agrees and affirms compliance with the Provisions of N.J.S.A. 10:5-31 et seq. (PL 1975, C. 127) and N.J.A.C. 17:27, the NJ Equal Employment Opportunity and Anti Discrimination Law.

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The **RISK MANAGEMENT CONSULTANT** agrees and affirms compliance with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. S12.101 et.seq.)

**IN WITNESS WHEREOF**, the said **MUNICIPALITY** has caused this instrument to be signed by its presiding officer, attested to by the **MUNICIPALITY** Clerk and its seal to be hereunto affixed, pursuant to resolution of the **MUNICIPALITY** adopted for that purpose and the said **RISK MANAGEMENT CONSULTANT** has caused these presents to be signed by its respective officers duly authorized to sign this Agreement, and attested hereto the day and year first above written.

**BOROUGH OF MONTVALE**

ATTEST:

By \_\_\_\_\_

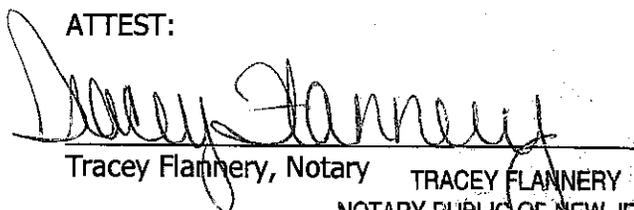
\_\_\_\_\_

**PROFESSIONAL INSURANCE ASSOCIATES,  
A Division of World Insurance Associates, LLC**

By \_\_\_\_\_

James V. Gardella, President

ATTEST:

  
Tracey Flannery, Notary

TRACEY FLANNERY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 18, 2020

## APPENDIX A

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### SCOPE OF SERVICES

- A) The Risk Management Consultant (RMC) shall assist the Municipality in identifying its insurable exposures with respect to property and casualty (or employee health benefits as requested) and to recommend professional methods to reduce, assume or transfer the risk or loss.
- B) Assist the Municipality in understanding the various coverages afforded through its membership in the **Bergen County Municipal Joint Insurance Fund (BCMJIF)**.
- C) Review with the Municipality any additional coverage the RMC determines should be secured, but is not available from the Fund and, subject to the Municipality's authorization, place such coverage with a conventional insurance carrier.
- D) Advise of the implications of special events and advise the Municipality of the special events coverage that may be required.
- E) Assist the Municipality in the preparation and completion of applications, statements of values, and similar underwriting documents requested by either the Fund or other insurance provider, it being understood the RMC shall not perform any appraisal work.
- F) Review Certificates of Insurance from contractors, vendors and professionals providing goods and services to the Municipality, as requested by the Municipality.
- G) Review the Municipality's assessment, as prepared by the Fund or premium developed by an insurance carrier and advise the Municipality of its annual insurance costs.
- H) Review the loss and engineering reports and assist the Safety Committee in its loss containment objectives. Also, attend no less than one per annum Safety Committee Meeting to promote the safety objectives and goals of the Municipality and the Fund.
- I) Assist as needed in the settlement of claims, with the understanding the scope of the Consultant's involvement does not include the work normally done by a public adjuster.
- J) Communicate all important (deadline) dates to the Municipality to avoid surcharges and/or lapses in coverage(s) and ensure compliance with all Fund directives
- K) Provide consultation services relative to changes in federal and/or state law/ regulation that impacts the delivery of the Employee Benefits Program and/or the financial impact thereof.

**APPENDIX A (continued)**

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- L) Attend meetings of the Fund and keep the Municipality apprised of Fund operations. Serve on any such committees, as appointed by the Executive Committee of the Fund.
- M) Prepare and present an annual report for the Governing Body outlining the Fund's financial performance, coverages and services
- N) Have a complete understanding and thorough working knowledge of the BCMJIF and the Employee Health Benefits Program.

**SERVICE TEAM**

***PIA & PIA SECURITY PROGRAMS***

***Public Entity Service Team 2020***

<b><i>Individual</i></b>	<b><i>Title</i></b>	<b><i>Experience</i></b>
James V. Gardella	President	42 years
* Frank Covelli	Manager – Public Entities Dept.	23 years*
David E. Murphy	Manager – Claims & Risk Control	37 years
Tracey Flannery	Public Entity Service Representative (P&C)	30 years
Sharon Fallon	Public Entity Service Representative (P&C)	12 years
Robin Degenaaars	Public Entity Service Representative (Health & Life)	23 years
Renee Gear	Public Entity Claims Representative (Health)	15 years
<b>Total Years of Experience</b>		<b>182 years</b>
* = Does not include service as a Municipal Business Administrator		

## APPENDIX B

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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27  
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disability Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable count employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination by the Division, pursuant to N.J.A.C. 17:27-5.2.

## **APPENDIX B (continued)**

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative code at N.J.A.C. 17:27.

**AMERICANS WITH DISABILITIES ACT  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES**

The contractor and the **Borough of Montvale**, (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12.101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provision of this Agreement or otherwise at law.



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WORLD INSURANCE ASSOCIATES LLC

**Trade Name:**

**Address:** 656 SHREWSBURY AVE SUITE 200  
TINTON FALLS, NJ 07701

**Certificate Number:** 1674120

**Effective Date:** November 01, 2011

**Date of Issuance:** May 17, 2019

**For Office Use Only:**

20190517164424694

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**BOROUGH OF MONTVALE**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Professional Insurance Associates, A Division of World Insurance Associates, LLC**, has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding 1/1/2020 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **Borough of Montvale**


**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_  
 Signature of Affiant: \_\_\_\_\_ Title: \_\_\_\_\_  
 Printed Name of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this _____ day of _____, 20_____	_____
My Commission Expires: _____	(Witnessed or attested by)
	_____
	(Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**BOROUGH OF MONTVALE**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** Professional Insurance Associates, A Division of World Insurance Associates, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

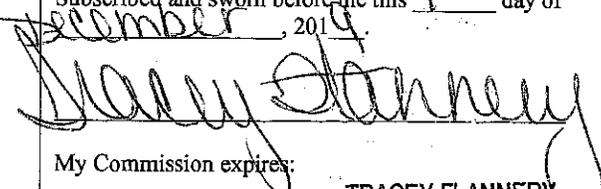
**Check the box that represents the type of business organization:**

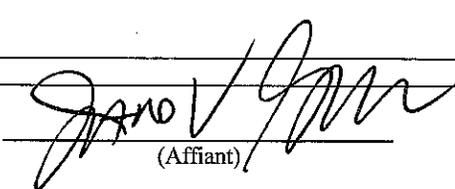
- Partnership                       Corporation                       Sole Proprietorship  
 Limited Partnership               Limited Liability Corporation       Limited Liability Partnership  
 Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

|                                                             |               |
|-------------------------------------------------------------|---------------|
| Name: John Eknoian                                          | Name:         |
| Home Address: 4 Autumn Terrace<br>Holmdel, NJ 07733         | Home Address: |
| Name: Rich Eknoian                                          | Name:         |
| Home Address: 1720 Azure Drive<br>Wall, NJ 07757            | Home Address: |
| Name: Phil Nisbet                                           | Name:         |
| Home Address: 16 Riverview Road<br>Monmouth Beach, NJ 07750 | Home Address: |

Subscribed and sworn before me this 4th day of December, 2019.  
  
My Commission expires: TRACEY FLANNERY

  
(Affiant)  
**James V. Gardella, President**  
(Print name & title of affiant)

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 18, 2020

State of New Jersey

License No: 1316302

NPN: 16451245

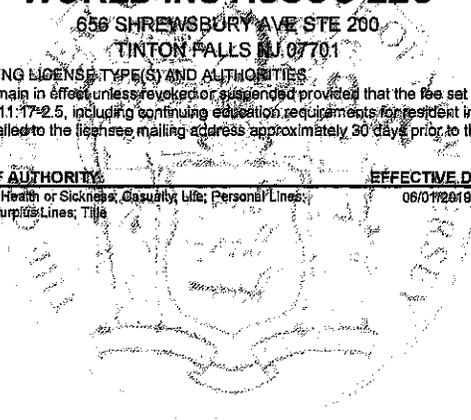
Department of Banking and Insurance

**WORLD INS ASSOC LLC**

656 SHREWSBURY AVE STE 200  
TINTON FALLS NJ 07701

IS DULY LICENSED WITH THE FOLLOWING LICENSE TYPE(S) AND AUTHORITIES  
This insurance license is valid and shall remain in effect unless revoked or suspended provided that the fee set forth in N.J.A.C. 11:17-2.12 is paid and renewal requirements set forth in N.J.A.C. 11:17-2.5, including continuing education requirements for resident individuals, are met by the license expiration date. A renewal notice will be mailed to the licensee mailing address approximately 90 days prior to the license expiration date.

| LICENSE TYPE       | LINES OF AUTHORITY                                                                              | EFFECTIVE DATE | EXPIRATION DATE |
|--------------------|-------------------------------------------------------------------------------------------------|----------------|-----------------|
| Insurance Producer | Accident & Health or Sickness, Casualty, Life, Personal Lines;<br>Property, Surety Lines, Title | 06/01/2019     | 05/31/2021      |



*McCaride*

The department maintains an informative website at [www.dobi.nj.gov](http://www.dobi.nj.gov). Please visit this web page for valuable information and forms necessary to maintain compliance with licensing requirements.

**Department Contact Information**  
web site: [www.dobi.nj.gov](http://www.dobi.nj.gov)  
phone: (609) 292-4337  
fax: (609) 984-5263

The request for any change of license information must be sent to the Department within 30 days of the change.  
Make any checks and/or money orders payable to: **STATE OF NEW JERSEY, GENERAL TREASURY**  
Mailing Address: Department of Banking and Insurance  
20 West State Street  
P.O. Box 327  
Trenton, NJ. 08625-0327

**WORLD INS ASSOC LLC**  
656 SHREWSBURY AVE STE 200  
TINTON FALLS NJ 07701

Certification 61110

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-JUN-2019~~ to ~~15-JUN-2022~~



**WORLD INSURANCE ASSOCIATES, LLC**  
**656 SHREWBURY AVE., SUITE 200**  
**TINTON FALLS NJ 07701**



Handwritten signature of Elizabeth Maher Muoio.

**ELIZABETH MAHER MUOIO**  
State Treasurer

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 29-2020**

**RE: Authorize Contract Animal Control Services/Tyco**

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

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

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

**WHEREAS**, it is the intention of the Mayor and Council to provide funds in the year 2020 Budget for this contract, Other Expense Portion of the Animal Control Services Budget; and

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the contract for Animal Control Services for 2019 be and is hereby awarded to Tyco Animal Control Service, 1 Stout Lane, Ho-Ho-Kus, NJ pursuant to the terms and conditions and rates as outlined in the attached contract effective January 1, 2019, copy of which is attached to this resolution for the base amount of \$10,200.00 annually payable monthly with additional costs charged per the rates as outlined in the attached proposal

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

# TYCO ANIMAL CONTROL SERVICE

*Dependable Professional Animal Control.*

*We are always there when you need us!*

*1 Stout Lane*

*Ho-Ho-Kus NJ 07423*

*Phone 201-652-4554*

## ORIGINAL

### ***Contract of Services for Borough of Montvale***

Contact: Carol A. Tyler  
Licensed Animal Control Officer

Tracy Cohen-Grady, DVM  
Consultant

This is a contract between the Borough of Montvale and Tyco Animal Control for animal control services for the sum of \$10,200.00 per annum to be paid monthly, effective January 1, 2020. This price will remain in effect through December 31, 2020.

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

#### **SERVICES TO BE PROVIDED:**

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

9. All licensed animals impounded from public property will be held, owners contacted, and animals returned. Municipal fees or fines will be collected from the owners and forwarded to the proper agency in the Borough.
10. The Borough shall provide a list of all licensed animals.
11. There will be no provision for Tyco's facility to accept unwanted animals from owners. The only animals to be impounded at our facility will be those actually caught by the animal control officer.
12. Rabies suspect specimens will be prepared at no additional cost, and transported to Bergen County Health when necessary. If a situation arises when the specimen has to be taken to Trenton, a private courier service will be used. In the case of a bite to a human it is the responsibility of that individual to assume the cost for transport. In other situations, the municipality is responsible for the charges of transportation to Trenton. (Currently about \$180.00)
13. Either Party may terminate this contract for any reason upon 90 days written notice to the non-terminating or other party.
14. Assist the Borough Clerk with licensing follow up, issue summons and appear in court on behalf of the Borough.
15. If Tyco must intercede in an emergent situation that causes Tyco to take in and house an unusual number of animals (more than 15), or a circumstance that causes Tyco to provide extraordinary scope of services above and beyond normal animal control an additional fee to cover time and expenses will be borne by the contracting municipality. This fee will be discussed and agreed upon at the onset of the particular circumstance.

\_\_\_\_\_  
Borough of Montvale

\_\_\_\_\_  
Date



\_\_\_\_\_  
Tyco Animal Control Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

--End--

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 30-2020**

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

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

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

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

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

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

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

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account# T-  
Amount \$

Piazza & Associates  
Affordable Housing Services

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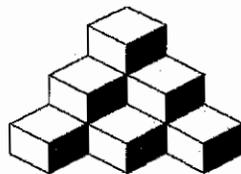
Proposal

submitted to

The Borough of Montvale

Bergen County, New Jersey

2020



## BACKGROUND

The Borough of Montvale (the "Borough") is responsible for the compliance monitoring of residential units in that municipality, which were or are being developed to help the Borough satisfy its affordable housing obligation as defined by the New Jersey Fair Housing Act (NJFHA) and regulated by the Uniform Housing Affordability Controls N.J.A.C. 5:80-26.1 et seq. (UHAC), as well as applicable local ordinances (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the affirmative marketing, accessibility, unit mix, rental rates, sales prices, income qualifications of the renters and buyers of the affordable units.

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

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

## SCOPE OF SERVICES

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

### **A) Consulting Services**

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

### **B) Preliminary Application Services**

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

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

### **C) Sales Units**

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

#### **D) Rental Units**

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

#### **E) HOA Fee and Rental Sunsidy Programs**

1. P&A will provide all communication and support services necessary to initiate and maintain the affordability assistance programs, pursuant to the Operating Manuals for each of these program.
2. P&A will certify the income of all applicants for these programs and communicate the results of the affordability assistance programs.
3. P&A will report the status of the affordability assistance programs to the Borough as necessary.

#### **F) Proposal Requirements and UHAC Regulations**

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

## TERMS AND CONDITIONS

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

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Borough.

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

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

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

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

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

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

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

## TERM

The term of this Agreement shall be one (1) year, commencing January 1, 2020. The Agreement is renewable for successive terms and can be terminated at the discretion of the Borough with 60 days written notice without cause.

## COMPENSATION

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

- CONSULTING, LIST MAINTENANCE, AND RESPONDING TO INQUIRIES, INCLUDING COORDINATION OF THE AFFORDABILITY ASSISTANCE PROGRAMS: \$400 per month to be paid by the Borough;
- EXISTING UNITS / RE-SALES: \$700 per resale certification fee to be paid by the seller upon transfer of title;
- EXISTING UNITS / RE-RENTALS: \$450 per re-occupancy certification fee to be paid by the landlord upon occupancy;
- FUTURE NEW SALE UNITS: \$400 per unit setup and marketing fee\*, plus \$800 per unit certification fee that are paid by the developer at a predetermined timetable;
- FUTURE NEW RENTAL UNITS: \$400 per unit setup & marketing fee\*, plus \$450 per unit certification fee that are paid by the developer at a predetermined timetable;
- CERTIFICATION OF PARTICIPANTS FOR AFFORDABILITY ASSISTANCE PROGRAMS: \$200 per application.
- REFINANCING: \$200 to be paid by the unit owner; and
- LIEN SATISFACTIONS: No charge.
- OTHER PROGRAMS: The cost to provide compliance services for programs, such as Accessory Apartments, Market to Affordable, etc., are contingent upon the number of units and the scope of services required for each.
- ADDITIONAL SERVICES: In the event that the Borough and/or Owner requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.
- In addition to its fee, P&A shall be reimbursed by the Landlord, Owner or Borough as appropriate, for postage to residents and applicants. However, all management and

compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

\* There is a \$3,500 minimum per project / developer fee that applies if the new unit or units require the implementation of an exclusive advertising and affirmative marketing process pursuant to the Regulations. There is no minimum fee for new units created as part of a series of units that are already marketed.

**SUBMITTED**

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

BY:

\_\_\_\_\_  
Frank Piazza, Jr.  
Its President

Date: November 18, 2019

**ACCEPTANCE**

Accepted on behalf of the Borough of Montvale

BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 31-2020**

**RE: A Resolution of the Borough of Montvale Awarding a Contract To Flanagan Productions, LLC, as an Extraordinary Unspecifiable Service for Montvale Graphic Design Borough Newsletter & Municipal Events Photography**

**WHEREAS**, the Borough of Montvale is desirous of continuing the services of a professional company for the graphic design of the Borough newsletter and eight (8) Municipal events for photography to better service the Borough's residents and visitors of the Borough; and

**WHEREAS**, such services are exempt from public bidding requirements pursuant to *N.J.S.A. 40A:11-5(a)(ii)* and *N.J.A.C. 5:34-2.1* as "extraordinary unspecifiable services"; and

**WHEREAS**, the Borough has received a proposal for the year 2020 to provide such services from John Flanagan of Flanagan Productions, LLC, said proposal is attached to the original of this resolution; and

**WHEREAS**, the Council is therefore desirous of awarding a contract to Flannagan Productions to perform the above-referenced services for the prices and on the terms set forth in the Flannagan Productions Proposal; and

**WHEREAS**, because the value of this contract exceeds the Borough's applicable pay-to-play threshold, it shall be awarded pursuant to the "alternative" provisions of *N.J.S.A. 19:44A-20.4, et seq.*, and Flanagan Productions has provided a Business Entity Disclosure Certification and all other appropriate documentation pertaining to same.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Montvale that a contract is hereby awarded to Flannagan Productions, for the prices and on the terms set forth in the Proposal submitted by Flannagan Productions; and

**BE IT FURTHER RESOLVED** that the pricing for this contract shall be as set forth in the Flannagan Productions proposal but shall not exceed \$3,300.00 without further authorization of the Borough Council, and shall be for a term of one (1) year.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk, and all other appropriate officials, shall be and are hereby authorized to execute all contract documents necessary to effectuate the purposes of this resolution, subject to approval as to form by the Borough Attorney.

**BE IT FURTHER RESOLVED** that pursuant to *N.J.S.A. 40A:11-5(1)(a)(ii)*, a brief notice stating the nature, duration, service and amount of this contract shall be printed once in the official newspaper of Borough of Montvale, and said notice shall also advise the public that a copy of the final contract shall be on file and available for public inspection at the office of the Municipal Clerk.

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$3,300.00



**FLANAGAN PRODUCTIONS**

Flanagan Productions LLC  
5516550888

500 Paterson Plank Road STE 4  
Union City, New Jersey  
07087  
United States

Prepared For  
Angela McCain  
The Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey  
07645  
United States

Proposal Date  
11/08/2019

Proposal Number  
0004114

## Pricing

| Description                                                                 | Rate                              | Qty | Line Total                        |
|-----------------------------------------------------------------------------|-----------------------------------|-----|-----------------------------------|
| Montvale - Photography<br>Municipal Photography - 8 Events - Annual         | <del>2,400.00</del><br>\$2,400.00 | 1   | <del>2,400.00</del><br>\$2,400.00 |
| Montvale - Graphic<br>Montvale Graphic Design - Monthly Newsletter - Annual | \$900.00                          | 1   | \$900.00                          |
|                                                                             | Subtotal                          |     | 3,300.00                          |
|                                                                             | Tax                               |     | 0.00                              |
|                                                                             | Proposal Total (USD)              |     | \$3,300.00                        |

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 32-2020**

**RE: A Resolution of the Borough of Montvale Awarding a Contract to Spatial Data Logic, Inc. (formally GovSites) as an Extraordinary Unspecifiable Service for Website Design, Web Manage, Hosting and Support and Related Services**

**WHEREAS**, the Borough of Montvale is desirous of continuing the services of a professional company to redesign, host and support the Borough's website and related web applications and social media in order to better service the Borough's residents and visitors to the Borough's website; and

**WHEREAS**, such services are exempt from public bidding requirements pursuant to *N.J.S.A. 40A:11-5(a)(ii)* and *N.J.A.C. 5:34-2.1* as "extraordinary unspecifiable services"; and

**WHEREAS**, the Borough has received a proposal for the year 2020 to provide such services from Spatial Data Logic, Inc. (formally GovSites), said proposal is attached to the original of this resolution; and

**WHEREAS**, the Council is therefore desirous of awarding a contract to Spatial Data Logic Inc. to perform the above-referenced services for the prices and on the terms set forth in the attached proposal; and

**WHEREAS**, because the value of this contract exceeds the Borough's applicable pay-to-play threshold, it shall be awarded pursuant to the "alternative" provisions of *N.J.S.A. 19:44A-20.4, et seq.*, and Spatial Data Logic, Inc. has provided a Business Entity Disclosure Certification and all other appropriate documentation pertaining to same.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Montvale that a contract is hereby awarded to Spatial Data Logic Inc. for website design, managing, hosting and support, and related services, for the prices and on the terms set forth in the Proposal submitted by Spatial Data Logic, Inc. ; and **BE IT FURTHER RESOLVED** that the pricing for this contract shall be as set forth in the Spatial Data Logic, Inc. proposal but shall not exceed \$17,666 without further authorization of the Borough Council, and shall be for a term of one (1) year.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk, and all other appropriate officials, shall be and are hereby authorized to execute all contract documents necessary to effectuate the purposes of this resolution, subject to approval as to form by the Borough Attorney.

**BE IT FURTHER RESOLVED** that pursuant to *N.J.S.A. 40A:11-5(1)(a)(ii)*, a brief notice stating the nature, duration, service and amount of this contract shall be printed once in the official newspaper of Borough of Montvale, and said notice shall also advise the public that a copy of the final contract shall be on file and available for public inspection at the office of the Municipal Clerk.

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$17,666.00



**GovSites**

*SPATIAL DATA*

*LOGIC INC*

GovSites  
888-684-5104

500 Paterson Plank Road STE 4  
Union City, New Jersey  
07087  
United States

Prepared For  
Angela McCain  
The Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey  
07645  
United States

Proposal Date  
11/08/2019

Proposal Number  
0004113

## Pricing

| Description                                                                                         | Rate        | Qty                  | Line Total  |
|-----------------------------------------------------------------------------------------------------|-------------|----------------------|-------------|
| Montvale - Web Manage<br>Complete website management, hosting, support, and ongoing builds - Annual | \$13,080.00 | 1                    | \$13,080.00 |
| Montvale - Forms<br>Recreation Forms Annual - Annual                                                | \$650.00    | 1                    | \$650.00    |
| Montvale - Social<br>Social Media Management & Complete Archiving with Meta Data - Annual           | \$3,000.00  | 1                    | \$3,000.00  |
| Social Archive<br>Social Media Archiving - Non Managed Account - Police - Annual                    | \$468.00    | 1                    | \$468.00    |
| Social Archive<br>Social Media Archiving - Non Managed Account - Recreation - Annual                | \$468.00    | 1                    | \$468.00    |
|                                                                                                     |             | Subtotal             | 17,666.00   |
|                                                                                                     |             | Tax                  | 0.00        |
|                                                                                                     |             | Proposal Total (USD) | \$17,666.00 |

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 33-2020**

**RE: A Resolution Awarding a Professional Services Contract to Jeffrey R. Surenian and Associates, LLC to Serve as Special Counsel in Connection with the Borough's Affordable Housing**

**WHEREAS**, the Governing Body is desirous of hiring Special Counsel to represent the Borough in connection with the Borough's affordable housing; and

**WHEREAS**, the Borough has received a proposal from Jeffrey R. Surenian, Esq. of Jeffrey R. Surenian & Associates, LLC, 707 Union Avenue, Suite 301, Brielle, New Jersey 08730, to perform all services necessary and appropriate in connection with same; and

**WHEREAS**, Mr. Surenian's proposal sets forth the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian (over 30 years of experience);
- (b) \$185.00 per hour for all time spent by an attorney with at least fifteen years of experience as a lawyer;
- (c) \$175.00 per hour for all time spent by an attorney with at least ten years of experience as a lawyer;
- (d) \$165.00 per hour for all time spent by an attorney with less than ten years of experience as a lawyer;
- (e) \$70.00 per hour for all paralegal work; and

**WHEREAS**, the Governing Body is satisfied that Mr. Surenian and his firm possess the requisite experience pertaining to such matters; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-5(a)(i)*, a professional services contract is exempt from public bidding requirements; and

**WHEREAS**, because the value of this contract is anticipated to be in excess of \$15,000 (the Borough's local pay-to-play limit), 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," Mr. Surenian has completed and submitted a Business Entity Disclosure Certification which certifies that neither he nor his firm has 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 said persons and entities from making any reportable contributions (\$300 or more) through the term of the contract; and

**WHEREAS**, the Governing Body is desirous of awarding a contract to Jeffrey R. Surenian and Associates, LLC, in an amount not to exceed \$15,000.00 without further authorization of the Governing Body, at the hourly rates set forth above; 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** that a contract is hereby awarded to Jeffrey R. Surenian and Associates, LLC to serve as Special Counsel in connection with the Borough's Affordable Housing Litigation, pursuant to the terms and conditions set forth herein.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk are hereby 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*.

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

## CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by and between:

**Borough of Montvale, a Municipal Corporation of the State of New Jersey**  
12 Mercedes Drive  
Montvale, NJ 07645

Hereinafter referred to as "**Borough**"

And: **Jeffrey R. Surenian and Associates, LLC**  
707 Union Avenue, Suite 301  
Brielle, New Jersey 08730

Hereinafter referred to as "**Special Counsel**", "**Contractor**" or "**Firm**"

### WITNESSETH:

1. Borough hereby appoints and employs the Special Counsel to assist the Borough and its legal counsel in helping the Borough address its responsibilities with respect to its affordable-housing obligations in any proceeding involving (a) a New Jersey court of competent jurisdiction, and/or (b) the New Jersey Council on Affordable Housing ("COAH").

2. Special Counsel shall bill the Borough at the following rates:

- (a) \$200.00 per hour for all time spent by Jeffrey R. Surenian (over 30 years of experience);
- (b) \$185.00 per hour for all time spent by Erik Nolan, Esq. or Michael J. Edwards, Esq.;
- (c) \$175.00 per hour for all time spent by Michael A. Jedziniak, Esq.;
- (d) \$165.00 per hour for Christine M. Faustini, Esq., Nancy Holm, Esq. or any new hire;
- (e) \$70.00 per hour for all paralegal work.

3. Borough shall pay all disbursements incurred by Firm, at the Firm's normal rate, such as, but not limited to, photocopying and printing charges (at \$0.25 per page);

facsimile charges (at \$1.00 per page); telephone charges; travel expenses (at standard IRS rate, plus tolls); scanning charges (at \$0.25 per page); messenger fees; filing fees; recording fees, etc.

4. Special Counsel shall bill Borough on a monthly basis. In the event that the bills exceed the amount budgeted, Borough shall either make another appropriation or advise Special Counsel to stop work immediately.

5. Borough shall pay all bills within forty-five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Borough, which Firm shall be free to submit with each bill, so that said bill may be paid upon approval.

7. Attached hereto and incorporated herein are:

**Exhibit 1**

Mandatory Affirmative Action Compliance Notice N.J.S.A. 10:5-31 and N.J.A.C. 17:27; Appendix A Americans with Disabilities Act of 1990 Equal Opportunity for Individuals with Disability; and Mandatory Equal Employment Opportunity Language N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17-27;

**Exhibit 2**

State of New Jersey Business Registration Certificate; Certificate of Employee Information Report; Workers Compensation and Employers Liability Policy; and Business Entity Disclosure Certification; and

**Exhibit 3**

Certificates of Good Standing for Jeffrey R. Surenian, Michael A. Jedziniak, Erik C. Nolan, Michael J. Edwards, Nancy L. Holm and Christine M. Faustini

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Contract shall be in effect from \_\_\_\_\_ to \_\_\_\_\_.

**BOROUGH OF MONTVALE**

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_, Mayor

**JEFFREY R. SURENIAN AND ASSOCIATES, LLC**

By Jeffrey R. Surenian  
Jeffrey R. Surenian, Managing Member

Sworn and subscribed to before me on this 25 day of NOVEMBER, 2019

Linda O'Brien  
A Notary Public of New Jersey  
My commission expires:

LINDA O'BRIEN  
A Notary Public of New Jersey  
My Commission Expires July 25, 2022

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 34-2020**

**RE: Awarding a Professional Service Contract for the Position of Municipal Prosecutor for the Pascack Joint Municipal Court to Dario, Albert, Metz & Eyerman, LLC**

**WHEREAS**, the Pascack Joint Municipal Court has a need to contract with a licensed attorney or firm to serve as the municipal prosecutor pursuant to N.J.S.A. 2B:24-1, et seq.; and

**WHEREAS**, the Pascack Municipal Court Committee agreed to acquire Attorney Services through the alternate process pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5; and,

**WHEREAS**, it is the desire of the Pascack Joint Municipal Court to appoint the firm of Dario, Albert, Metz & Eyerman, LLC as the municipal prosecutor, with Brian E Eyerman, Esq. serving as the lead attorney; and

**WHEREAS**, it is expected that Brian E. Eyerman Esq. will serve as the primary municipal prosecutor and will handle all matters and attend all sessions of the Pascack Joint Municipal Court barring exceptional circumstances; and

**WHEREAS**, the compensation of the municipal prosecutor shall be \$27,000 per year; and

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

**WHEREAS**, the term of this contracts shall commence as of the date of this resolution, and shall continue for the remainder of the calendar year 2020; and

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

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

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

1. This Contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law, because the services are to be performed by a person authorized by law to practice a recognized profession.
2. The Contracts, including the terms of compensation for each professional, shall be placed on file with this resolution.
3. A Notice of this action shall be printed once in the official newspaper of the Borough.

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

**DARIO, ALBERT, METZ, EYERMAN,  
CANDA, CONCANNON, ORTIZ & KROUSE LLC**

*Attorneys at Law*

RONALD A. DARIO\*  
SHELLEY ALBERT\*  
PATRICK METZ\*  
BRIANE EYERMAN, LL.M.  
MARILYN J. CANDA  
PAUL J. CONCANNON  
WILFREDO J. ORTIZ, II\*  
DAVID M. KRAUSS

345 UNION STREET  
HACKENSACK, NEW JERSEY 07601  
TELEPHONE (201) 968-5800  
TELE-FAX (201) 968-5801

RICHARD A. FOSTER\*  
JONATHAN LASSER\*  
AMANDA M. RUBUSTELLO

OF COUNSEL  
ANNAMARIE FORTUNATO\*

\*Certified Civil Trial Attorney  
\*Member, N.J. & N.Y. Bars  
\*Member, N.J. & D.C. Bars  
\*Member, N.J. & FL. Bars  
\*MEMBER, N.J., N.Y. & PA. Bars

❖PLEASE RESPOND TO HACKENSACK OFFICE❖

November 14, 2019

**Carol Manhart**  
Administrative Assistant to Borough Administrator  
Website Coordinator  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07645

**Re: Compensation for 2020/Prosecutor- Pascack Joint Municipal Court**

Dear Ms. Manhart,

This office has the privilege of serving as the Municipal Prosecutor for the Pascack Joint Municipal Court.

In response to your request, the compensation for our services to the Court is \$27,000.00 per year. I have attached a copy of the 2019 awarding resolution, 61-2019 and our current contract with the Borough.

Please feel free to contact me should you have any further questions. I remain,

Very truly yours,



Brian E. Eyerman, LL.M., Esq.  
FOR THE FIRM

314 48<sup>TH</sup> STREET  
UNION CITY, NEW JERSEY 07087  
TELEPHONE (201) 865-5599  
TELE-FAX (201) 865-1361

157 ACKERMAN AVENUE  
CLIFTON, NEW JERSEY 07011  
TELEPHONE (973) 340-6565  
TELE-FAX (973) 340-6681

75 WALL STREET  
SUITE 26-1  
NEW YORK, NEW YORK 10005  
(212) 566-4060

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 35-2020**

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

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

**WHEREAS**, the Pascack Municipal Court Committee agreed to acquire Public Defender Services through the alternate process pursuant to the provisions of *N.J.S.A. 19:44A-20.4 or 20.5*; and,

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

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

Public Defender: Gerald R. Salerno, Esq.  
Alternate Public Defender: Salvatore Scalfani, Esq.

**WHEREAS**, the salary of the Public Defender shall be \$7,500.00; and

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

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

**WHEREAS**, the term of these contracts shall commence on January 1, 2020, and shall continue for the remainder of the calendar year 2020; and

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

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

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

1. These Contracts are awarded without competitive bidding as "Professional Services" in accordance with *N.J.S.A. 40A:11-5(1)(a)* of the Local Public Contracts Law, because the services are to be performed by a person authorized by law to practice a recognized profession.
2. A Notice of this action shall be printed once in the official newspaper of the Borough.

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

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

Account#  
Amount \$

# ARONSOHN WEINER SALERNO & KAUFMAN

A Professional Corporation  
COUNSELLORS AT LAW

21 MAIN STREET – SUITE 100  
COURT PLAZA SOUTH- EAST WING  
HACKENSACK, NEW JERSEY 07601

RICHARD H. WEINER  
GERALD R. SALERNO  
BARRY L. KAUFMAN

PATRICK W. HARRINGTON\*  
CRAIG L. LEVINSOHN  
PATRICIA A. FERRARO  
DANIELLE KONZELMANN\*#^

Telephone: (201) 487-4747  
Facsimile: (201) 487-7601  
[www.aronsohnweinersalerno.com](http://www.aronsohnweinersalerno.com)  
[email@aronsohnweiner.com](mailto:email@aronsohnweiner.com)

\_\_\_\_\_  
RICHARD F. ARONSOHN  
(1938-1996)

\*Member NY Bar  
#Member MA Bar  
^Member WI Bar

November 11, 2019

Borough of Montvale  
12 Mercedes Drive, 2<sup>nd</sup> Floor  
Montvale, New Jersey 07645

Attention: Maureen Iarossi-Alwan  
Administrator/Municipal Clerk

Re: Public Defender – Pascack Joint Municipal Court  
Professional Services Fees-2020

Dear Ms. Iarossi-Alwan:

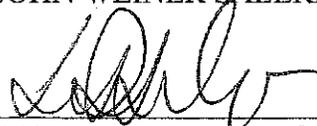
Pursuant to your request kindly consider my request for an annual salary of \$10,000 for professional service fees in my capacity as Public Defender. Thank you for your consideration.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

ARONSOHN WEINER SALERNO & KAUFMAN

By: \_\_\_\_\_

  
GERALD R. SALERNO

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 36-2020**

**RE: Appointing / Permanent Montvale Police Officer / Robert Klecha**

**WHEREAS**, Robert Klecha has successfully completed the required probationary time period; and

**WHEREAS**, Chief Sanfilippo has recommended Officer Klecha for permanent Police Officer appointment

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Robert Klecha is hereby permanently appointed to the Montvale Police Department, effective January 8, 2020.

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

Adopted: January 14, 2020

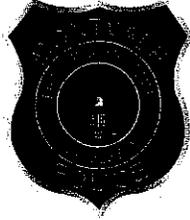
ATTEST:

APPROVED:

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

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

# MONTVALE POLICE DEPARTMENT



**CHIEF JOSEPH A. SANFILIPPO**  
**12 MERCEDES DRIVE MONTVALE, N.J. 07645**  
**201-391-4600 FAX 201-391-6379**

---

January 8, 2020

Mayor Mike Ghassali  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Robert Klecha #142, Nicholas DiSpoto #143, and Scott Gaston #144 have successfully completed the required period as Probationary Police Officers as of January 8, 2020.

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

Chief Joseph Sanfilippo

Cc: Commissioner Koelling, Borough Administrator Maureen Iarossi-Alwan

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 37-2020**

**RE: Appointing / Permanent Montvale Police Officer / Nicholas DiSpoto**

**WHEREAS**, Nicholas DiSpoto has successfully completed the required probationary time period; and

**WHEREAS**, Chief Sanfilippo has recommended Officer DiSpoto permanent Police Officer appointment

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Nicholas DiSpoto is hereby permanently appointed to the Montvale Police Department, effective January 8, 2020.

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

# MONTVALE POLICE DEPARTMENT



**CHIEF JOSEPH A. SANFILIPPO**  
**12 MERCEDES DRIVE MONTVALE, N.J. 07645**  
**201-391-4600 FAX 201-391-6379**

---

January 8, 2020

Mayor Mike Ghassali  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Robert Klecha #142, Nicholas DiSpoto #143, and Scott Gaston #144 have successfully completed the required period as Probationary Police Officers as of January 8, 2020.

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

Chief Joseph Sanfilippo

Cc: Commissioner Koelling, Borough Administrator Maureen Iarossi-Alwan

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 38-2020**

**RE: Appointing / Permanent Montvale Police Officer / Scott Gaston**

**WHEREAS**, Scott Gaston has successfully completed the required probationary time period; and

**WHEREAS**, Chief Sanfilippo has recommended Officer Gaston permanent Police Officer appointment

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Scott Gaston is hereby permanently appointed to the Montvale Police Department, effective January 8, 2020.

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

# MONTVALE POLICE DEPARTMENT



**CHIEF JOSEPH A. SANFILIPPO**  
**12 MERCEDES DRIVE MONTVALE, N.J. 07645**  
**201-391-4600 FAX 201-391-6379**

---

January 8, 2020

Mayor Mike Ghassali  
Borough of Montvale  
12 Mercedes Drive  
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Robert Klecha #142, Nicholas DiSpoto #143, and Scott Gaston #144 have successfully completed the required period as Probationary Police Officers as of January 8, 2020.

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

Chief Joseph Sanfilippo

Cc: Commissioner Koelling, Borough Administrator Maureen Iarossi-Alwan

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 39-2020**

**RE: A Resolution Rejecting All Bids Received and Authorizing a Negotiated Procurement Process Pursuant to N.J.S.A. 40A:11-5(3) for the Salt Shed Installation Project**

**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 is not reasonable as to price based upon the engineer's estimate for this work; and

**Whereas**, the Borough of Montvale has now 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 has requested that the Governing Body authorize a negotiated procurement process for this project, which will be 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 is desirous of authorizing the Borough Engineer to solicit and negotiate a potential contract for this project with the assistance of the Borough Attorney.

**Now, Therefore, Be It Resolved** by the Governing Body of the Borough of Montvale as follows:

1. All bids received in response to the second solicitation for the "Salt Shed Installation" Project are hereby rejected for being unreasonable as to price based upon the engineer's estimate for this Project.
2. The Borough Engineer is hereby authorized to proceed with negotiations with prospective contractors for this Project with the assistance of the Borough Attorney.
3. The negotiation process shall comply in all respects with the requirements of the Local Public Contracts Law, and specifically N.J.S.A. 40A:11-5(3).
4. The final contract negotiated by the Borough Engineer shall be presented to the Governing Body for approval by a two-thirds vote of the full membership of the Governing Body

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

Adopted: January 14, 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

January 7, 2020

**VIA EMAIL**

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

Re: **Recommendation to Reject all Bids - Rebid**  
 Salt Shed Structure Installation  
 Department of Public Works Salt Shed, Memorial Drive  
 Borough of Montvale, Bergen County, New Jersey  
**MC Project No. MVB-005**

Dear Ms. Iarossi-Alwan:

As you are aware, the second bid opening for the above-referenced project was held on Tuesday, December 31, 2019 at 11:00 a.m. in the Council Chambers. There were three (3) bids received for this project as follows:

| <u>Contractor</u>     | <u>Mobilization</u> | <u>Salt Shed Installation</u> | <u>Total</u> |
|-----------------------|---------------------|-------------------------------|--------------|
| Alimi Builders Inc.   | \$12,000.00         | \$86,000.00                   | \$98,000.00  |
| Zuccaro, Inc.         | \$20,000.00         | \$110,000.00                  | \$130,000.00 |
| Your Way Construction | \$12,000.00         | \$119,925.00                  | \$131,925.00 |

In response to the first solicitation, the lowest of the two (2) bids received was \$131,925.00, which exceeded the Engineering Estimate and the Borough subsequently authorized that the project be re-bid. In response to the second solicitation, the lowest bid received was \$98,000.00 which again exceeded the Engineering Estimate.

Therefore, at this time we recommend that the Mayor & Council authorize a negotiated procurement process for this project, which will be subject to approval of any contract by adoption of a Resolution of two-thirds of the full membership of the Governing Body. This process will include the assistance of the Borough Attorney and compliance with the Local Public Contracts Law.



Maureen Iarossi-Alwan, Borough Clerk  
MC Project No. MVB-005  
January 7, 2020  
Page 2 of 2

Should you have any questions, please do not hesitate to contact my office.

Very truly yours,

MASER CONSULTING P.A.

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

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

ARH/cd/ljb

Attachment: Bid Tabulation

cc: Mayor and Council (via Clerk)  
Christine Kalafut, Treasurer ([ckalafut@montvaleboro.org](mailto:ckalafut@montvaleboro.org))  
Angela McCain, Finance Assistant ([amccain@montvaleboro.org](mailto:amccain@montvaleboro.org))  
Joseph W. Voytus, Esq., Borough Attorney ([jwvoytus@boggialaw.com](mailto:jwvoytus@boggialaw.com))

r:\projects\mnb\mnb-005 clear span salt dome installation\correspondence\out\200107\_arh\_iarossi-alwan\_recommendationtoreject bids.docx



**BID TABULATION**

**DATE:** TUESDAY, DECEMBER 31, 2019 @ 11:00 AM

**NAME OF PROJECT:** SALT SHED INSTALLATION

**MC PROJECT NO.:** MVB005  
**MUNICIPALITY:** BOROUGH OF MONTVALE  
**COUNTY:** BERGEN

| BIDDER 1                                                                                                 | BIDDER 2                                                                                  | BIDDER 3                                                                                          |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Alimi Builders Inc.<br>637 Wyckoff Avenue<br>Suite 231<br>Wyckoff, NJ 07481<br>973-689-6000 201-848-7680 | Zuccaro Inc<br>64 Commerce Street<br>0<br>Garfield, NJ 07026<br>973-472-9554 973-472-9653 | Your Way Construction<br>404 Coit Street<br>0<br>Irvington, NJ 07111<br>973-849-6614 973-900-9184 |

**BASE BID**

| ITEM                  | DESCRIPTION            | UNIT | QTY. | UNIT PRICE   | TOTAL AMOUNT        | UNIT PRICE    | TOTAL AMOUNT         | UNIT PRICE    | TOTAL AMOUNT         |
|-----------------------|------------------------|------|------|--------------|---------------------|---------------|----------------------|---------------|----------------------|
| 1                     | MOBILIZATION           | LS   | 1    | \$ 12,000.00 | \$ 12,000.00        | \$ 20,000.00  | \$ 20,000.00         | \$ 12,000.00  | \$ 12,000.00         |
| 2                     | SALT SHED INSTALLATION | LS   | 1    | \$ 86,000.00 | \$ 86,000.00        | \$ 110,000.00 | \$ 110,000.00        | \$ 119,925.00 | \$ 119,925.00        |
| <b>TOTAL BASE BID</b> |                        |      |      |              | <b>\$ 98,000.00</b> |               | <b>\$ 130,000.00</b> |               | <b>\$ 131,925.00</b> |

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 40-2020**

**RE: Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement**

**WHEREAS**, the police departments in Bergen County have a day-to-day responsibility to provide for the security of lives and property, for the maintenance and preservation of the public peace and order; and

**WHEREAS**, Law Enforcement Officials also have a responsibility to provide for preparedness against natural emergencies, such as floods, hurricanes, earthquakes, major storms, etc., manmade causes, civil unrest, and civil disobedience such as riots, strikes, jail or prison riots, train wrecks, aircraft crashes, major fires, ethnic disorders, riots, terrorist incidents and bombings, state and national emergencies; and

**WHEREAS**, the Bergen County Police Chiefs Association has proposed a Mutual Aid Plan and Rapid Deployment Force to deal with these emergencies; and,

**WHEREAS**, this Plan will provide a uniform procedure for the coordination of the requesting, dispatching, and utilization of law enforcement personnel and equipment whenever a local law enforcement agency requires mutual aid assistance from any other jurisdiction, both contiguous and non-contiguous, in the event of an emergency, riot or disorder, in order to protect life and property; and

**WHEREAS**, it is the desire of the Mayor and Council of the Borough of Montvale to participate in a Mutual Aid Plan and Rapid Deployment Force in accordance with the plan submitted by the Bergen County Police Chiefs Association.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Montvale that the Police Department of the Borough of Montvale, under the direction of the Chief of Police, cooperate with the Bergen County Police Chiefs Association to create an Interlocal Services Agreement with all municipalities in the County of Bergen in order to put into place the Mutual Aid Plan and Rapid Deployment Force; a

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the County Executive, the Board of Chosen Freeholders, the County Prosecutor, the County Chief of Police, and all Bergen County Municipalities.

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

Adopted: January 14, 2020

ATTEST:

APPROVED:

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

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

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 41-2020**

**RE: Authorizing Two Year (2) Field License Agreement with the Montvale Board of Education**

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

**BE IT FURTHER RESOLVED**, by the Mayor and Council of the Borough of Montvale that the attached two year Field License Agreement with the Montvale Board of Education and the Borough of Montvale has been reviewed and will be provided to the Pascack Valley Department of Public Works Superintendent; and

**NOW THEREFORE BE IT RESOLVED**, that the Governing Body hereby authorizes the execution of the attached Agreement to commence on January 1, 2020 through December 31, 2021 which includes the Maintenance of Fields on behalf of the Borough of Montvale.

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

**Adopted: January 14, 2020**

ATTEST:

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

APPROVED:

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

**FIELD LICENSE AGREEMENT**  
**BETWEEN THE MONTVALE BOARD OF EDUCATION**  
**AND THE BOROUGH OF MONTVALE**  
**JANUARY 1, 2020- JANUARY 1, 2022**

**THIS LICENSE**, made in duplicate the 16 day of December 2019 by and between the **BOARD OF EDUCATION OF THE BOROUGH OF MONTVALE**, having offices on Spring Valley Road in the Borough of Montvale, County of Bergen, State of New Jersey, hereinafter designated as the "Board"; and the **BOROUGH OF MONTVALE**, a municipal corporation of the State of New Jersey, having offices on Mercedes Drive, in the Borough of Montvale, County of Bergen, State of New Jersey, hereinafter designated as Borough".

**WITNESSETH:**

**WHEREAS**, the Board of Education of the Borough of Montvale is the owner of certain lands more particularly described and shown on the attached Schedules "A- Memorial School" and "A-1 Fieldstone School"; and

**WHEREAS**, it appears that said lands are comprised of those devoted to recreational uses, more particularly athletic fields; and

**WHEREAS**, heretofore at such times as the Board of Education has not required said lands for its own use, the Borough of Montvale has been permitted by the said Board of Education to schedule sporting events on said fields; and

**WHEREAS**, the Borough of Montvale is the owner of certain lands adjacent to the Board of Education property, more particularly described and shown on the attached Schedules "A-Memorial School" and "A-1 Fieldstone School;" and

**WHEREAS**, it appears that said lands are comprised of those devoted to recreational uses, more particularly athletic fields; and

**WHEREAS**, heretofore said fields have been available to the Board of Education during the school year for education programs during the school day and for after school activities; and

**WHEREAS**, the parties desire to continue such relationship and to establish a schedule for such purpose; and

**WHEREAS**, the parties further desire to establish conditions under which the Borough of Montvale and the Montvale Board of Education shall be permitted to use the facilities above described; now therefore be it

**RESOLVED**, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the covenants to be performed by the Borough of Montvale, the Montvale Board of Education does hereby grant unto the Borough, license to enter into and upon the premises of the Board for the purpose of conducting sporting events at such times as the fields are not required by the Board of Education in the conduct of its business,

**AND BE IT ALSO RESOLVED**, that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration and the covenants to be performed by the Montvale Board of Education, the Borough of Montvale does hereby grant unto the Board, license to enter into and upon the premises of the Borough for school sponsored activities at such times as school is in session,

In accordance with a schedule proposed by the Municipality, which schedule shall be reviewed annually and be subject to change by mutual consent under conditions as follows:

1. Both parties agree during the term of its use to maintain the fields in a good state of repair and leave them in such condition at the termination of its use. Maintenance of fields to include services as delineated in Schedule "B",
2. Both parties agree to hold the other harmless for any damage to property or persons which may be occasioned by reason of use of the premises.
3. Both parties shall provide, at its cost and expense, maintain liability insurance with bodily injury limits of \$200,000 each person and \$200,000 each accident, and with property damage liability limits of \$800,000 in the aggregate to cover the insured under the indemnification provisions of this License Agreement. Said insurance shall be form and scope mutually satisfactory to the parties, to be kept in full force and effect during the continuance of this License. In addition to the above coverage, the parties shall provide blanket umbrella coverage in the amount of \$4,000,000 which will be used in conjunction with the above insurance in the result of liability claims.
4. The parties agree that use of the premises will be limited to that which is stated herein and that neither shall make any improvements to the premises without the consent of the owner.
5. The parties covenant and agree that during such time as it shall be using the property, it shall not permit the use of drugs, alcoholic beverages and/or any other uses prohibited. No smoking will be permitted on school property.
6. The parties further covenant and agree that with the exception of authorized maintenance vehicles, it shall prohibit the use of vehicles on said property, except on designated roadways and in areas designated as parking areas. The parties agree to prohibit driving on the fields and to subject to penalties, persons who drive vehicles on the fields.
7. This agreement shall take effect immediately upon the placing of proper signature by both parties and shall remain in effect until December 31, 2021. Prior to the expiration of the agreement, both parties agree to review the document and make every effort to renew the agreement of the mutual benefit of both parties.
8. Notwithstanding anything herein to the contrary, either party may terminate this License Agreement and the provisions hereunder any time prior to the termination of this License Agreement, upon 60 days written notice, at which time all of the

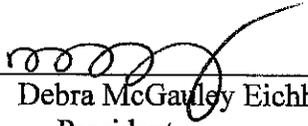
improvements, if any, made to the subject premises shall become the property of the Licensor.

IN WITNESS WHEREOF, the parties hereto have caused the within instrument to be executed the day and year first above written.

ATTEST

Andrea Nasseman

**BOARD OF EDUCATION OF  
THE BOROUGH OF MONTVALE**

BY:   
Debra McGauley Eichhorn  
President

ATTEST

\_\_\_\_\_

**BOROUGH OF MONTVALE**

BY: \_\_\_\_\_  
Michael Ghassali  
Mayor

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 42-2020**

**RE: Cancellation of Outstanding Checks / Prior Years / Pascack Joint Municipal Court**

**WHEREAS**, there exists various outstanding checks from prior years drawn against certain accounts; and

**WHEREAS**, the Municipal Court Administrator provided a listing of outstanding checks that require cancellation (listing attached) from prior years.

**BE IT RESOLVED**, the Chief Financial Officer is hereby authorized to deposit these funds to the respective reserve or surplus account;

**BE IT FURTHER RESOLVED**, the Municipal Court Administrator shall receive a copy of this resolution for record keeping; and

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Montvale that the attached list of outstanding checks from prior years be cancelled;

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

**Adopted: January 14, 2020**

ATTEST:

APPROVED:

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

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



**PASCACK JOINT MUNICIPAL COURT**  
*Serving Montvale, Park Ridge and Woodcliff Lake*

12 Mercedes Drive • Montvale, NJ 07645  
(201)-391-5701  
Fax: (201)-391-6239

Harry D. Norton, Jr., Judge  
Ann Levitzki, Administrator  
Shaka Lemoniaus, Deputy Administrator

TO: Chris Kalafut  
FROM: Ann Levitzki  
DATE: January 2, 2020  
RE: Outstanding Checks – Regular Account

Below please find a list of outstanding checks more than six months old in the Municipal Court checking account:

| <u>Date</u> | <u>Check #</u> | <u>Amount</u>  |
|-------------|----------------|----------------|
| 10/9/2018   | 1968           | 11.00          |
| 12/13/2018  | 1990           | 50.00          |
| 1/7/2019    | 2000           | 2.00           |
|             | <b>TOTAL</b>   | <b>\$63.00</b> |

Cc: Fran Scordo, Deputy Clerk

**BOROUGH OF MONTVALE  
BERGEN COUNTY, NEW JERSEY  
RESOLUTION NO. 43-2020**

**RE: Authorize Refund of Recreation Program / Pickleball**

**BE IT RESOLVED**, the below individual is hereby granted a refund for Pckleball

**Online Registration: (NO Purchase Order Needed) Connie Hedges Address: 1 Lewis Road, Montvale  
Amount: \$52.34 Program: Pickleball**

**Online Registration: (NO Purchase Order Needed) Eunhee Kim Address: 168 Knottingham Court, Montvale  
Amount: \$52.34 Program: Pickleball**

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

**Adopted: January 14, 2019**

**ATTEST:**

**APPROVED:**

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

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

RESOLUTION

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

| <u>FUND</u>      | <u>AMOUNT</u>     | <u>NOTES</u>             |
|------------------|-------------------|--------------------------|
| Current          | \$2,939,784.41    | Bill List Wire 1/14/2020 |
|                  | <u>271,401.90</u> | Wires/Manual Checks      |
| Current TOTAL    | 3,211,186.31      |                          |
| Escrow - Trust   | 19,769.45         | Bill List Wire 1/14/2020 |
| General Trust    | 889.66            | Bill List Wire 1/14/2020 |
| Dog Trust        | 250.00            | Bill List Wire 1/14/2020 |
| Open Space Trust | 550.00            | Bill List Wire 1/14/2020 |
| Housing Trust    | 988.70            | Bill List Wire 1/14/2020 |
| Recreation Trust | 42.62             | Bill List Wire 1/14/2020 |
| Capital          | 25,282.00         | Bill List Wire 1/14/2020 |

*This resolution was adopted by the Mayor and Council of Montvale at a meeting held on 1/14/20*

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

Approved: 1/14/20

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

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

ATTEST:

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

**MANUAL/VOID CHECKS - WIRES**  
**January 14, 2020**

| <u>Check #</u> | <u>PO #</u> | <u>Date</u> | <u>Transaction/Vendor</u> | <u>Amount</u>     |
|----------------|-------------|-------------|---------------------------|-------------------|
| WIRE           |             | 12/27/20    | Payroll Account           | 176,585.34        |
| WIRE           |             | 12/27/20    | Salary Deduction Account  | 94,599.06         |
| WIRE           |             | 12/27/20    | FSA Account               | 217.50            |
| <b>Total</b>   |             |             |                           | <u>271,401.90</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  |          |          |                                |        |              |             |          |         |
|                                      | 20-00021 | 01/06/20 | COLOR COPIER/PRINTER SCANNER   | Open   | 259.00       | 0.00        |          | B       |
|                                      | 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       |
|                                      |          |          |                                |        | 837.00       |             |          |         |
| 00022 BERGEN CTY MUNICIPAL JIF       |          |          |                                |        |              |             |          |         |
|                                      | 19-00003 | 01/02/19 | 2019 LIABILITY & WORK COMP INS | Open   | 96,963.00    | 0.00        |          | B       |
|                                      | 20-00018 | 01/06/20 | 2020 JIF LIABILITY INSURANCE   | Open   | 100,582.00   | 0.00        |          | B       |
|                                      |          |          |                                |        | 197,545.00   |             |          |         |
| 00027 BT SPECIALTIES                 |          |          |                                |        |              |             |          |         |
|                                      | 19-01725 | 12/06/19 | JPA SWEATSHIRTS                | Open   | 889.66       | 0.00        |          |         |
| 00043 NORTH JERSEY MEDIA GROUP       |          |          |                                |        |              |             |          |         |
|                                      | 19-01784 | 12/16/19 | ADVERTISING - NOVEMBER 2019    | Open   | 703.00       | 0.00        |          |         |
| 00047 D & E UNIFORMS                 |          |          |                                |        |              |             |          |         |
|                                      | 19-01450 | 10/15/19 | UNIFORM FOR CHRIS MOTA         | Open   | 566.95       | 0.00        |          |         |
|                                      | 19-01528 | 10/24/19 | MCNEICE CLOTHING ALLOWANCE     | Open   | 312.54       | 0.00        |          |         |
|                                      | 19-01679 | 11/25/19 | PD PHHS SPECIALS UNIFORMS      | Open   | 1,553.85     | 0.00        |          |         |
|                                      |          |          |                                |        | 2,433.34     |             |          |         |
| 00050 DEPIERO'S FARM                 |          |          |                                |        |              |             |          |         |
|                                      | 19-01758 | 12/13/19 | HOLIDAY DECORATIONS            | Open   | 328.55       | 0.00        |          |         |
| 00065 GENERAL CODE PUBLISHERS, LLC   |          |          |                                |        |              |             |          |         |
|                                      | 20-00031 | 01/07/20 | GC TERMTRACKER MAINTENANCE     | Open   | 200.00       | 0.00        |          |         |
| 00088 KAY PRINTING & ENVEL CO., INC. |          |          |                                |        |              |             |          |         |
|                                      | 19-01695 | 11/27/19 | UCC FORMS                      | Open   | 217.62       | 0.00        |          |         |
| 00097 CABLEVISION                    |          |          |                                |        |              |             |          |         |
|                                      | 20-00046 | 01/07/20 | OPTIMUM - JANUARY 2020/SR. CTR | Open   | 117.50       | 0.00        |          |         |
| 00104 MONTVALE BOARD OF EDUCATION    |          |          |                                |        |              |             |          |         |
|                                      | 20-00015 | 01/06/20 | LOCAL SCHOOL TAXES 2020        | Open   | 1,364,844.50 | 0.00        |          | B       |
| 00116 VERIZON                        |          |          |                                |        |              |             |          |         |
|                                      | 20-00047 | 01/07/20 | VERIZON-JANUARY 2020/FIRE DEPT | Open   | 301.46       | 0.00        |          |         |
| 00137 PASCACK VALLEY REGIONAL HS DST |          |          |                                |        |              |             |          |         |
|                                      | 20-00014 | 01/06/20 | REGIONAL SCHOOL TAXES 2020     | Open   | 1,134,334.34 | 0.00        |          | B       |
| 00139 SCORDO, FRANCES                |          |          |                                |        |              |             |          |         |
|                                      | 20-00010 | 01/06/20 | DRAW PETTY CASH 2020- ADMIN    | Open   | 500.00       | 0.00        |          |         |
| 00142 PITNEY BOWES, INC.             |          |          |                                |        |              |             |          |         |
|                                      | 19-00374 | 03/08/19 | POSTAGE MACHINE LEASE & MAINT. | Open   | 953.28       | 0.00        |          | B       |

| Vendor # Name                                  | PO #     | PO Date  | Description                    | Status | Amount          | Void Amount | Contract | PO Type |
|------------------------------------------------|----------|----------|--------------------------------|--------|-----------------|-------------|----------|---------|
| <b>00146 PSE&amp;G CO.</b>                     |          |          |                                |        |                 |             |          |         |
|                                                | 19-01795 | 12/31/19 | PSE&G OCTOBER 2019             | Open   | 20,682.98       | 0.00        |          |         |
|                                                | 20-00063 | 01/08/20 | PSE&G - DECEMBER               | Open   | <u>1,155.75</u> | 0.00        |          |         |
|                                                |          |          |                                |        | 21,838.73       |             |          |         |
| <b>00164 STATELINE FIRE &amp; SAFETY, INC.</b> |          |          |                                |        |                 |             |          |         |
|                                                | 19-01701 | 12/02/19 | PD FLASHLIGHT BATTERIES        | Open   | 203.00          | 0.00        |          |         |
| <b>00178 FAIR GAME GOOSE CONTROL INC.</b>      |          |          |                                |        |                 |             |          |         |
|                                                | 19-00048 | 01/07/19 | GOOSE CHASING 2019             | Open   | 550.00          | 0.00        |          | B       |
|                                                | 19-01707 | 12/03/19 | CANINE HARASSMENT - NOVEMBER   | Open   | <u>550.00</u>   | 0.00        |          |         |
|                                                |          |          |                                |        | 1,100.00        |             |          |         |
| <b>00215 TOWNSHIP OF RIVER VALE</b>            |          |          |                                |        |                 |             |          |         |
|                                                | 20-00016 | 01/06/20 | PASCACK VALLEY DPW 2020        | Open   | 149,681.50      | 0.00        |          | B       |
| <b>00244 EAST COAST EMERGENCY LIGHTING</b>     |          |          |                                |        |                 |             |          |         |
|                                                | 19-00741 | 05/21/19 | PD MV 364 LIGHTS & SIRENS EQUI | Open   | 12,191.65       | 0.00        |          |         |
|                                                | 19-01198 | 08/27/19 | CONST DEPT 2019 FORDF250 UPFIT | Open   | <u>5,608.86</u> | 0.00        |          |         |
|                                                |          |          |                                |        | 17,800.51       |             |          |         |
| <b>00258 ROCKLAND ELECTRIC COMPANY</b>         |          |          |                                |        |                 |             |          |         |
|                                                | 20-00002 | 01/06/20 | ROCKLAND ELECTRIC - DECEMBER   | Open   | 4,008.90        | 0.00        |          |         |
|                                                | 20-00056 | 01/07/20 | ROCKLAND ELECTRIC - DECEMBER   | Open   | 2,383.14        | 0.00        |          |         |
|                                                | 20-00057 | 01/07/20 | ROCKLAND ELECTRIC - JANUARY    | Open   | 8,852.74        | 0.00        |          |         |
|                                                | 20-00062 | 01/08/20 | ROCKLAND ELECTRIC - DECEMBER   | Open   | <u>21.34</u>    | 0.00        |          |         |
|                                                |          |          |                                |        | 15,266.12       |             |          |         |
| <b>00266 AMAZING GRACE PARTNERS LLC</b>        |          |          |                                |        |                 |             |          |         |
|                                                | 19-01590 | 11/05/19 | RELEASE OF ESCROW              | Open   | 62.66           | 0.00        |          |         |
| <b>00375 BOROUGH OF PARK RIDGE</b>             |          |          |                                |        |                 |             |          |         |
|                                                | 19-01717 | 12/05/19 | TRIBORO SAFETY                 | Open   | 2,221.60        | 0.00        |          |         |
|                                                | 19-01786 | 12/16/19 | TRI-BORO FUEL - OCTOBER 2019   | Open   | <u>3,948.87</u> | 0.00        |          |         |
|                                                |          |          |                                |        | 6,170.47        |             |          |         |
| <b>00379 NJ CONFERENCE OF MAYORS</b>           |          |          |                                |        |                 |             |          |         |
|                                                | 20-00034 | 01/07/20 | 2020 NJCM MEMBERSHIP DUES      | Open   | 395.00          | 0.00        |          |         |
|                                                | 20-00035 | 01/07/20 | 2020 MAYORS WINTER SUMMIT      | Open   | <u>70.00</u>    | 0.00        |          |         |
|                                                |          |          |                                |        | 465.00          |             |          |         |
| <b>00592 NOWAK, STANLEY</b>                    |          |          |                                |        |                 |             |          |         |
|                                                | 19-01585 | 11/05/19 | RELEASE OF ESCROW              | Open   | 2,113.79        | 0.00        |          |         |
| <b>00731 MASER CONSULTING P.A.</b>             |          |          |                                |        |                 |             |          |         |
|                                                | 18-01482 | 11/21/18 | DESIGN & BIDDING SERVICES USR  | Open   | 1,032.00        | 0.00        |          | B       |
|                                                | 19-00862 | 06/17/19 | FINAL SITE PLAN-MAJOR SUBDIV.  | Open   | 2,478.00        | 0.00        |          | B       |
|                                                | 19-00935 | 07/02/19 | AFFORDABLE HOUSING 2019 SVCS   | Open   | 269.00          | 0.00        |          | B       |
|                                                | 19-01003 | 07/17/19 | LATRENTA FIELD IMPROV.-DESIGN  | Open   | 3,830.00        | 0.00        |          | B       |
|                                                | 19-01712 | 12/03/19 | ESCROW PAYMENTS                | Open   | 1,992.00        | 0.00        |          |         |
|                                                | 19-01738 | 12/10/19 | MUNICIPAL PLANNING REVIEW      | Open   | 210.00          | 0.00        |          |         |
|                                                | 19-01741 | 12/11/19 | ESCROW PAYMENTS                | Open   | 15,601.00       | 0.00        |          |         |
|                                                | 19-01750 | 12/12/19 | 2019 GENERAL ENGINEERING       | Open   | 3,299.00        | 0.00        |          |         |

| Vendor # Name                      | PO #     | PO Date  | Description                    | Status | Amount          | Void Amount | Contract | PO Type |
|------------------------------------|----------|----------|--------------------------------|--------|-----------------|-------------|----------|---------|
| 00731 MASER CONSULTING P.A.        |          |          |                                |        |                 |             |          |         |
|                                    | 19-01756 | 12/12/19 | LIBOCK LITIGATION              | Open   | <u>1,932.00</u> | 0.00        |          |         |
|                                    |          |          |                                |        | 30,643.00       |             |          |         |
| 00762 HARBORTOUCH                  |          |          |                                |        |                 |             |          |         |
|                                    | 19-01763 | 12/16/19 | COURT CREDIT CARD NOVEMBER     | Open   | 233.48          | 0.00        |          |         |
| 00789 NJAPZA                       |          |          |                                |        |                 |             |          |         |
|                                    | 20-00029 | 01/07/20 | NJAPZA WINTERFEST ED. SEMINAR  | Open   | 45.00           | 0.00        |          |         |
| 00891 RIDGEMONT PIZZA & RESTAURANT |          |          |                                |        |                 |             |          |         |
|                                    | 19-01792 | 12/17/19 | PLANNING BOARD DINNER MEETING  | Open   | 104.08          | 0.00        |          |         |
| 01067 POLICE TRAFFIC OFFICERS'     |          |          |                                |        |                 |             |          |         |
|                                    | 19-01790 | 12/17/19 | PD 2020 DUES POLICE TRAFFIC    | Open   | 250.00          | 0.00        |          |         |
| 01210 GOOSETOWN COMMUNICATIONS     |          |          |                                |        |                 |             |          |         |
|                                    | 19-01735 | 12/10/19 | PD REPAIR ITEMS SHIPPING       | Open   | 30.00           | 0.00        |          |         |
| 01241 PIZZA INC.                   |          |          |                                |        |                 |             |          |         |
|                                    | 19-01767 | 12/16/19 | PIZZA FOR BUDGET MEETING       | Open   | 112.17          | 0.00        |          |         |
| 01244 BOSWELL MCCLAVE ENGINEERING  |          |          |                                |        |                 |             |          |         |
|                                    | 19-01539 | 10/25/19 | PASCACK BROOK TRAIL            | Open   | 6,241.50        | 0.00        |          | B       |
| 01338 NJ MOTOR VEHICLE COMMISSION  |          |          |                                |        |                 |             |          |         |
|                                    | 20-00066 | 01/08/20 | 2020 MVC'S ONLINE ACCESS PROG. | Open   | 150.00          | 0.00        |          |         |
| 01497 SALERNO, GERALD              |          |          |                                |        |                 |             |          |         |
|                                    | 19-00319 | 02/26/19 | PUBLIC DEFENDER 2019           | Open   | 1,875.00        | 0.00        |          | B       |
| 01501 COHEN-GRADY, TRACY           |          |          |                                |        |                 |             |          |         |
|                                    | 20-00017 | 01/06/20 | 2020 ANIMAL RABIES CLINIC      | Open   | 250.00          | 0.00        |          |         |
| 01643 DENT, LISA                   |          |          |                                |        |                 |             |          |         |
|                                    | 20-00003 | 01/06/20 | Pickleball- Indoor Balls       | Open   | 42.62           | 0.00        |          |         |
| 01659 ORIENTAL TRADING             |          |          |                                |        |                 |             |          |         |
|                                    | 19-01716 | 12/04/19 | 2019 HOLIDAY DECORATIONS       | Open   | 39.32           | 0.00        |          |         |
| 01737 MOMMAS KITCHEN               |          |          |                                |        |                 |             |          |         |
|                                    | 19-01152 | 08/20/19 | Holiday Party 2019             | Open   | 1,750.00        | 0.00        |          |         |
| 01767 VERIZON                      |          |          |                                |        |                 |             |          |         |
|                                    | 20-00027 | 01/07/20 | VERIZON - POLICE DEPT.         | Open   | 170.64          | 0.00        |          |         |
| 01826 KB EMBLEM COMPANY, LLC       |          |          |                                |        |                 |             |          |         |
|                                    | 19-01646 | 11/15/19 | CHIEF'S CHALLENGE COINS        | Open   | 575.00          | 0.00        |          |         |
| 01828 CGP&H, LLC                   |          |          |                                |        |                 |             |          |         |
|                                    | 18-01010 | 08/02/18 | PROF. HOUSING REHAB. SERVICES  | Open   | 719.70          | 0.00        |          | B       |

| Vendor # Name                                | PO #     | PO Date  | Description                    | Status | Amount             | Void Amount  | Contract           | PO Type |
|----------------------------------------------|----------|----------|--------------------------------|--------|--------------------|--------------|--------------------|---------|
| <b>01836 SKYLANDS AREA FIRE EQUIPMENT</b>    |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01412 | 10/04/19 | TFT NOZZLES WITH GRIP          | Open   | 3,145.00           | 0.00         |                    |         |
|                                              | 19-01572 | 11/01/19 | PBI TAN PAC II BIB             | Open   | <u>1,535.00</u>    | 0.00         |                    |         |
|                                              |          |          |                                |        | 4,680.00           |              |                    |         |
| <b>01856 MONTVALE FLORIST</b>                |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01631 | 11/13/19 | GOOD & WELFARE FLOWERS         | Open   | 124.95             | 0.00         |                    |         |
| <b>01882 PRESTIGE BUSINESS PRODUCTS, INC</b> |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01696 | 11/27/19 | MISC PERMIT FORMS              | Open   | 595.00             | 0.00         |                    |         |
|                                              | 19-01733 | 12/10/19 | PD PRINTER TONERS              | Open   | <u>1,256.00</u>    | 0.00         |                    |         |
|                                              |          |          |                                |        | 1,851.00           |              |                    |         |
| <b>02086 TAYLOR RENTAL</b>                   |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01613 | 11/07/19 | Tree Lighting Tent - 12/6/2019 | Open   | 2,747.50           | 0.00         |                    |         |
| <b>03589 DELL MARKETING LP</b>               |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01614 | 11/08/19 | PD COMPUTERS                   | Open   | 11,329.41          | 0.00         |                    |         |
| <b>03615 MCGEE, HEATHER</b>                  |          |          |                                |        |                    |              |                    |         |
|                                              | 20-00011 | 01/06/20 | DRAW PETTY CASH 2020- POLICE   | Open   | 300.00             | 0.00         |                    |         |
| <b>03727 STAPLES INC</b>                     |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01307 | 09/16/19 | PD OFFICE SUPPLIES             | Open   | 798.49             | 0.00         |                    |         |
|                                              | 19-01409 | 10/04/19 | office supplies                | Open   | 47.01              | 0.00         |                    |         |
|                                              | 19-01731 | 12/10/19 | OFFICE SUPPLIES                | Open   | 427.36             | 0.00         |                    |         |
|                                              | 19-01765 | 12/16/19 | Typewriter Ribbons             | Open   | 35.62              | 0.00         |                    |         |
|                                              | 19-01787 | 12/16/19 | PD OFFICE SUPPLIES             | Open   | <u>76.96</u>       | 0.00         |                    |         |
|                                              |          |          |                                |        | 1,385.44           |              |                    |         |
| <b>03730 NJ DEPT OF ENVIRON PROTECTION</b>   |          |          |                                |        |                    |              |                    |         |
|                                              | 19-01541 | 10/25/19 | APPL. FEE PASCACK BROOK TRAIL  | Open   | 3,000.00           | 0.00         |                    |         |
| <hr/>                                        |          |          |                                |        |                    |              |                    |         |
| Total Purchase Orders:                       |          | 76       | Total P.O. Line Items:         | 0      | Total List Amount: | 2,987,556.84 | Total Void Amount: | 0.00    |

| Totals by Year-Fund |      | Budget Rcvd  | Budget Held | Budget Total | Revenue Total | G/L Total | Total        |
|---------------------|------|--------------|-------------|--------------|---------------|-----------|--------------|
| Fund Description    | Fund |              |             |              |               |           |              |
| CURRENT FUND 2020   | 0-01 | 2,761,381.68 | 0.00        | 2,761,381.68 | 0.00          | 0.00      | 2,761,381.68 |
| CURRENT FUND 2019   | 9-01 | 178,402.73   | 0.00        | 178,402.73   | 0.00          | 0.00      | 178,402.73   |
| CAPITAL FUND        | C-04 | 25,282.00    | 0.00        | 25,282.00    | 0.00          | 0.00      | 25,282.00    |
| BOA ESCROW ACCOUN   | E-08 | 19,769.45    | 0.00        | 19,769.45    | 0.00          | 0.00      | 19,769.45    |
| OTHER TRUST ACCOU   | T-03 | 1,878.36     | 0.00        | 1,878.36     | 0.00          | 0.00      | 1,878.36     |
| DOG TRUST ACCOUNT   | T-12 | 250.00       | 0.00        | 250.00       | 0.00          | 0.00      | 250.00       |
| OPEN SPACE TRUST    | T-14 | 550.00       | 0.00        | 550.00       | 0.00          | 0.00      | 550.00       |
| RECREATION TRUST    | T-19 | 42.62        | 0.00        | 42.62        | 0.00          | 0.00      | 42.62        |
| Year Total:         |      | 2,720.98     | 0.00        | 2,720.98     | 0.00          | 0.00      | 2,720.98     |
| Total Of All Funds: |      | 2,987,556.84 | 0.00        | 2,987,556.84 | 0.00          | 0.00      | 2,987,556.84 |