

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
January 12, 2021
Budget Meeting to Commence 6:00 P.M.
Meeting to Commence 7:30 P.M.**

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 29, 2020

Sine Die January 4, 2021

Re-Organization January 4, 2021

CLOSED/EXECUTIVE MINUTES:

December 8, 2020

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.

- 21-2021 Authorizing Refund of Redemption of Tax Sale Certificate #19-00003 for Block 2412; Lot 3
10 Birch Terrace
- 22-2021 Cancellation of Outstanding Checks / Prior Years / Pascack Joint Municipal Court
- 23-2021 Authorize Appointment / Sherri D'Alessandro / Acting Municipal Court Administrator
- 24-2021 Amending Resolution 216-2020 / Authorizing The Purchase of Two (2) Storage Containers Montvale
Fire Department
- 25-2021 Award Professional Service Contract / Borough Attorney / Boggia, Boggia, Betesh & Voytus, LLC
- 26-2021 Award Professional Service Contract / Borough Auditor / Lerch, Vinci & Higgins
- 27-2021 Award Professional Service Contract / Engineering Services / Maser Consulting P.A. (Colliers
Engineering & Design, Inc.) Andrew R. Hipolit, P.E., PP., C.M.E.
- 28-2021 Award Professional Service Contract / Borough Planner / Maser Consulting, P.A. (Colliers
Engineering & Design, Inc.) / Darlene Green
- 29-2021 Awarding Service Contract / Agreement Tri-State Technical Services / Computers & Peripherals
- 30-2021 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, 2021/Professional Insurance Associates, (P.I.A) A Division of World Insurance Associates,
- 31-2021 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, 2021 / PIA, A
Division of World Insurance Associates, LLC

RESOLUTIONS: (CONSENT AGENDA*) (continued)

- 32-2021 Authorize Contract Animal Control Services/Tyco
- 33-2021 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.
- 34-2021 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
- 35-2021 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
- 36-2021 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
- 37-2021 Awarding a Professional Service Contract for the Position of Municipal Prosecutor for the Pascack Joint Municipal Court to Dario, Albert, Metz & Eyerman, LLC
- 38-2021 Award Professional Service Contract/Public Defender/Alternate Public Defender/Pascack Joint Municipal Court
- 39-2021 Mutual Aid Plan & Rapid Deployment Force Interlocal Service Agreement
- 40-2021 A Resolution Authorizing the Execution of an Interlocal Services Agreement with Northwest Bergen Central Dispatch for Emergency Dispatch Services
- 41-2020 A Resolution Approving Amendments to the Existing Contracts with the Chief of Police and Captain of Police to Revise the Employee Contribution for Health Benefits
- 42-2020 Authorize Execution of Agreement with Katy Homeowners Association/ Municipal Service Agreement
- 43-2021 A Resolution Extending the Contract with D&L Paving Contractors for On-Call Roadway Maintenance Services
- 44-2021 A Resolution Extending the Contract with Colonnelli Brothers, Inc. for the Emergency Repairs – Sanitary and Storm Sewer Systems Project
- 45-2021 Transfer Of 2020 Appropriation Reserves
- 46-2021 A Resolution Approving a Developer's Agreement with AR Landmark Montvale, LLC Premises Identified as Block 3302, Lot 1 in the Borough of Montvale

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:

MOTION TO GO INTO A CLOSED EXECUTIVE/SESSION:

CLOSED/EXECUTIVE SESSION:

Motion to move into Executive Session as provided for by Resolution No. 15-2021 adopted on January 4, 2021 and posted on the bulletin board in the Municipal Building:

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

Contract Negotiations/Montvale Police Department

1. Police Contract Negotiations

Minutes to be disclosed as per the Open Public Meetings Act and Resolution No. 15-2021 matters discussed will be disclosed to the public when such matters are finally determined and there is no reason to prohibit the public disclosure of information relating to such matters.

MEETING OPEN TO THE PUBLIC:

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on January 26, 2021

Budget Meeting Dates/Times:

January 26, 2021 @ 6:00 p.m.

February 9, 2021 @ 6:00 p.m.

February 23, 2021 @ 6:00 p.m.

ZOOM information is as follows:

Topic: M&C Meeting

<https://us02web.zoom.us/j/88491084325?pwd=L2U5RVpYMGIeFdaNzdGcFFWUTd3UT09>

Passcode: 222775

By phone

1 929 436 2866

Webinar ID: 884 9108 4325

Passcode: 222775

*******Disclaimer***** Subject to Additions And/Or Deletions**

**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 Star Ledger, informing the public of the time and place according to the provisions of the Open Public Meeting Law (Chapter 231, P.L. 1975).

ROLL CALL:

Councilmember Arendacs
Councilmember Curry
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

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

This is meeting was broadcast by Zoom Tele-Conference

ORDINANCES:

PUBLIC HEARING ORDINANCE NO. 2020-1490 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 344, "STORMWATER MANAGEMENT," BY REPLACING ARTICLE I, "MAJOR DEVELOPMENTS"

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

Section 1. Chapter 344, "Stormwater Management," is hereby amended and supplemented by repealing Article I, "Major Developments," and replacing said Article as follows:

Article I

Major Developments

§344-1 Scope and Purpose.

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this Article is to establish minimum stormwater management requirements and controls for "major development," as defined below in Section 2 of this Article.

C. Applicability

1. This Article shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This Article shall also be applicable to all major developments undertaken by the Borough of Montvale.

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this Article are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this Article shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This Article is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this Article imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

§344-2 Definitions.

For the purpose of this Article, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Article clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

"CAFRA Centers, Cores or Nodes" means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

"CAFRA Planning Map" means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

"Community basin" means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this Article.

"Compaction" means the increase in soil bulk density.

"Contributory drainage area" means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

"Core" means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

"County review agency" means an agency designated by the Board of County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

"Department" means the Department of Environmental Protection.

"Designated Center" means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

"Design engineer" means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.* In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 *et seq.*

"Disturbance" means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

"Drainage area" means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

"Environmentally constrained area" means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and

preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Environmentally critical area" means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Empowerment Neighborhoods" means neighborhoods designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

"Green infrastructure" means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

"HUC 14" or "hydrologic unit code 14" means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Lead planning agency" means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

"Major development" means an individual "development," as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of "regulated impervious surface" since February 2, 2004;
3. The creation of one-quarter acre or more of "regulated motor vehicle surface" since the effective date of this Article; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of "major development" but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered "major development."

"Motor vehicle" means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, auto cycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

"Motor vehicle surface" means any pervious or impervious surface that is intended to be used by "motor vehicles" and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

"Municipality" means any city, borough, town, township, or village.

"New Jersey Stormwater Best Management Practices (BMP) Manual" or "BMP Manual" means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this Article. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this Article. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this Article, provided the design engineer demonstrates to the municipality, in accordance with Section 4.F of this Article and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this Article.

"Node" means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

"Nutrient" means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

"Person" means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42

U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and nonhazardous pollutants.

"Recharge" means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

"Regulated impervious surface" means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a "new stormwater conveyance system" is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

"Regulated motor vehicle surface" means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

"Sediment" means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

"Site" means the lot or lots upon which a major development is to occur or has occurred.

"Soil" means all unconsolidated mineral and organic material of any origin.

"State Development and Redevelopment Plan Metropolitan Planning Area (PA1)" means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

"State Plan Policy Map" is defined as the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

"Stormwater" means water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, or is captured by

separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

"Stormwater management BMP" means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

"Stormwater management measure" means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

"Stormwater runoff" means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

"Stormwater management planning agency" means a public body authorized by legislation to prepare stormwater management plans.

"Stormwater management planning area" means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

"Tidal Flood Hazard Area" means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

"Urban Coordinating Council Empowerment Neighborhood" means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

"Urban Enterprise Zones" means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

"Urban Redevelopment Area" is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

"Water control structure" means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

"Waters of the State" means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

"Wetlands" or "wetland" means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

§344-3 Design and Performance Standards for Stormwater Management Measures.

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 - 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this Article apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

§344-4 Stormwater Management Requirements for Major Development.

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section 10 of this Article.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Subsections P, Q and R below:

1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Subsections O, P, Q and R below may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Subsections O, P, Q and R below to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of Subsections O, P, Q and R below, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Subsection D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Subsections O, P, Q and R below that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Subsections O, P, Q and R below. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 below are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:
- https://njstormwater.org/bmp_manual2.htm.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this Article, the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

<u>Table 1</u> <u>Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Cistern</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>
<u>Dry Well^(a)</u>	<u>0</u>	<u>No</u>	<u>Yes</u>	<u>2</u>
<u>Grass Swale</u>	<u>50 or less</u>	<u>No</u>	<u>No</u>	<u>2^(e)</u> <u>1^(f)</u>
<u>Green Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>
<u>Manufactured Treatment Device^{(a) (g)}</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Pervious Paving System^(a)</u>	<u>80</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Small-Scale Bioretention Basin^(a)</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Small-Scale Infiltration Basin^(a)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Small-Scale Sand Filter</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Vegetative Filter Strip</u>	<u>60-80</u>	<u>No</u>	<u>No</u>	<u>--</u>

(Notes corresponding to annotations ^(a) through ^(g) are found after Table 3 below)

<u>Table 2</u> <u>Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>

<u>Bioretention System</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Infiltration Basin</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Sand Filter^(b)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Standard Constructed Wetland</u>	<u>90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Wet Pond^(d)</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

(Notes corresponding to annotations ^(b) through ^(d) are found after Table 3 below)

Table 3 <u>BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or</u> <u>Stormwater Runoff Quantity</u> <u>only with a Waiver or Variance from N.J.A.C. 7:8-5.3</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Blue Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Extended Detention Basin</u>	<u>40-60</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Manufactured Treatment Device^(h)</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Sand Filter^(c)</u>	<u>80</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Subsurface Gravel Wetland</u>	<u>90</u>	<u>No</u>	<u>No</u>	<u>1</u>
<u>Wet Pond</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Subsection O.2 below;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff

- retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure in Section 2 of this Article;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure in Section 2 of this Article.
- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section 6.B of this Article. Alternative stormwater management measures may be used to satisfy the requirements at Subsection O below only if the measures meet the definition of green infrastructure in Section 2 of this Article. Alternative stormwater management measures that function in a similar manner to a BMP listed at Subsection O.2 below are subject to the contributory drainage area limitation specified at Subsection O.2 below for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Subsection O.2 below shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Subsection D above is granted from Subsection O below.
- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
- 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);

2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section 8.C of this Article;
 3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, -7.4, and -7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section 8 of this Article; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section 2 of this Article may be used only under the circumstances described at Subsection O.4 below.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Subsections O, P, Q and R below and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Subsections P, Q and R below shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the Bergen County Clerk. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and

stormwater runoff quantity standards at Subsections O, P, Q and R below and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section 10.B.5 of this Article. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

- N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section 4 of this Article and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the Bergen County Clerk and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with Subsection M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with Subsection M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Subsections P and Q below, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Subsection F above and/or an alternative stormwater management measure approved in accordance with Subsection G above. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

<u>Best Management Practice</u>	<u>Maximum Contributory Drainage Area</u>
<u>Dry Well</u>	<u>1 acre</u>
<u>Manufactured Treatment Device</u>	<u>2.5 acres</u>
<u>Pervious Pavement Systems</u>	<u>Area of additional inflow cannot exceed three times the area occupied by the BMP</u>
<u>Small-scale Bioretention Systems</u>	<u>2.5 acres</u>
<u>Small-scale Infiltration Basin</u>	<u>2.5 acres</u>

Small-scale Sand Filter

2.5 acres

3. To satisfy the stormwater runoff quantity standards at Subsection R below, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Subsection G above.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Subsection D above is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Subsection G above may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Subsections P, Q and R below.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Subsections P, Q and R below, unless the project is granted a waiver from strict compliance in accordance with Subsection D above.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section 5 of this Article, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the "urban redevelopment area," or to projects subject to Subsection P.4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas

where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

- ii. Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with Subsection Q.2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4 below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm

Distribution					
Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Subsections P, Q and R hereof.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section 5 of this Article, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land

- uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
- iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with Subsection R.2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

§344-5 Calculation of Stormwater Runoff and Groundwater Recharge.

- A. Stormwater runoff shall be calculated in accordance with the following:
1. The design engineer shall calculate runoff using one of the following methods:
 - i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or
 - ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation

Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Subsection A.1.i above and the Rational and Modified Rational Methods at Subsection A.1.ii above. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
 3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
 4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
 5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.
- B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

§344-6 Sources for Technical Guidance.

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3 of this Article.
2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

- B. Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

§344-7 Solids and Floatable Materials Control Standards.

- A. Site design features identified under Section 4.F of this Article, or alternative designs in accordance with Section 4.G of this Article, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Subsection A.2 below.
1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in Subsection A.1 above does not apply:
- i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
 - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
 - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and -7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

§344-8 Safety Standards for Stormwater Management Basins.

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Subsections C.1, C.2, and C.3 below for trash racks, overflow grates, and escape provisions at outlet structures.

C. Requirements for Trash Racks, Overflow Grates and Escape Provisions

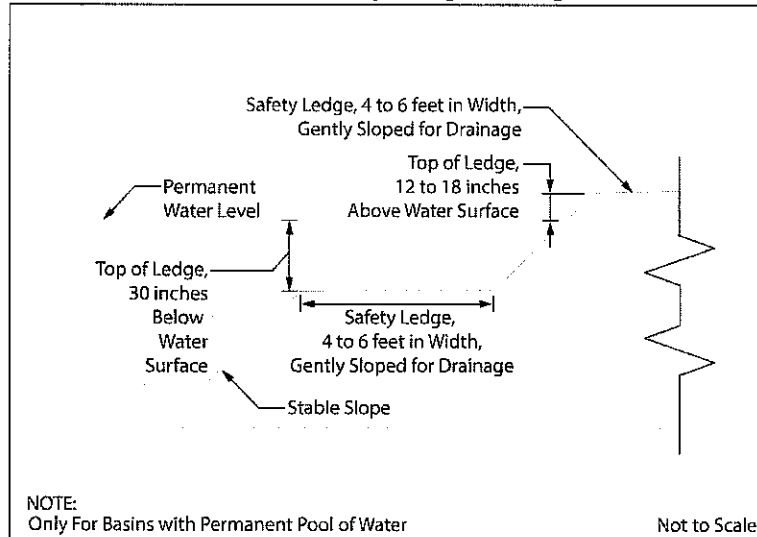
1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to this Subsection C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See Subsection E below for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



§344-9 Requirements for a Site Development Stormwater Plan.

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this Article, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Subsection C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this Article.
3. The applicant shall submit copies of the materials listed in the checklist for site development stormwater plans in accordance with Subsection C below, with the number of copies to be specified by the Planning Board Secretary.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the Planning Board engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this Article.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections 3 through 5 of this Article are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each

outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section 4 of this Article.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section 10 of this Article.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this Article may, in consultation with the Planning Board engineer, waive submission of any of the requirements in Subsections C.1 through C.6 above when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

§344-10 Maintenance and Repair.

A. Applicability

Projects subject to review as in Section 1.C of this Article shall comply with the requirements of Subsections B and C below.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as

having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Subsection B.3 above is not a public agency, the maintenance plan and any future revisions based on Subsection B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

6. The party responsible for maintenance identified under Subsection B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Subsections B.6 and B.7 below.
7. The requirements of Subsections B.3 and B.4 above do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

https://www.njstormwater.org/maintenance_guidance.htm.

8. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect

maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

- C. Nothing in this Section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

§344-11 Penalties.

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this Article shall be subject to the penalties as set forth in Chapter 1, Article I, General Penalty.

§344-12 [RESERVED]

Section 2. Severability.

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

Section 3. Effective date.

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

Section 4. Repeal of inconsistent ordinances.

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

A motion Introduced for second reading **Ordinance No. 2020-1490** 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 Arendacs - all ayes

No Public Comment

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

Motion to adopt on Second and Final Reading in The Bergen Record by Councilmember Lane; seconded by Councilmember Arendacs; Clerk read by title only. - All ayes on a roll call vote

PUBLIC HEARING ORDINANCE NO. 2020-1491

AN ORDINANCE OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-53(m) TO FUND A DEFICIT IN OPERATIONS OF THE BOROUGH DIRECTLY ATTRIBUTABLE TO COVID-19 WHICH IS ANTICIPATED TO BE EXPERIENCED BY THE BOROUGH IN THE CURRENT 2020 FISCAL YEAR

WHEREAS, the Governor of the State of New Jersey (the "State") has heretofore declared a public health emergency pursuant to the Emergency Health Powers Act, P.L. 2005, c. 222, and a state of emergency pursuant to P.L. 1942, c. 251, in response to the outbreak of the coronavirus as announced by the World Health Organization on February 11, 2020, and first identified in Wuhan, China ("COVID-19"); and

WHEREAS, N.J.S.A. 40A:4-53(m) provides that a municipality may, subject to the approval of the Director of the Division of Local Government Services in the New Jersey Department of

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Community Affairs (the "Director"), adopt an ordinance providing for a special emergency appropriation for the funding of a deficit in operations incurred by the Borough directly attributable to COVID-19; and

WHEREAS, the Borough of Montvale has experienced approximately \$320,000 in COVID-19 related revenue losses during the 2020 budget year; and

WHEREAS, in order to qualify for a special emergency under the provisions of N.J.S.A. 40A:4-53, as amended by P.L. 2020, c.74, the Borough must, prior to December 1, make application to the Director to obtain an approval of the certification of the special emergency and the resulting deferred charge in advance of the close of the 2020 budget year; and

WHEREAS, the Borough has requested and received an extension to December 9, 2020 to make application to the Director of the Division of Local Government Services; and

WHEREAS, the Chief Financial Officer of the Borough has prepared and executed a certification in the form prescribed by the Director, a copy of which has been presented at this meeting, certifying that the deficit balances anticipated to be reported on the Borough's annual financial statement for the current fiscal year in an amount equal to \$320,000; and

WHEREAS, the Borough Council, by resolution adopted on December 8, 2020, by a majority of the full governing body, approved the certification and the submission of the application to the Director in accordance with N.J.S.A. 40A:4-53(m); and

WHEREAS, the Borough Council now wishes to make a special emergency appropriation in accordance with N.J.S.A. 40A:4-53(m) and adopt an ordinance authorizing such special emergency appropriation in the amount of \$320,000 to provide for the funding of such deficit balances.

NOW THEREFORE BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE BOROUGH OF MONTVALE, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY, AS FOLLOWS:

SECTION 1. Pursuant to N.J.S.A. 40A:4-53(m), the Borough has determined and does hereby authorize a special emergency appropriation in the amount of \$320,000 subject to the approval of the Director.

SECTION 2. The portion of the authorization financed shall be provided for in succeeding budgets by inclusion of at least one-fifth (1/5) of the amount authorized by this ordinance beginning in the year after the year in which the resulting deferred charge appears in the

Borough's unaudited financial statements, as provided by N.J.S.A 40A:4-55. Thus, the deferred charge resulting from the special emergency in 2020 will not be budgeted in 2021, but rather one-fifth (1/5) of the amount will be budgeted in the 2022 through 2026 annual budgets.

SECTION 3. The Mayor and Chief Financial Officer are each hereby authorized and directed to determine all matters in connection with the special emergency appropriation not determined by this or a subsequent ordinance, all in consultation with the Borough Attorney or Bond Counsel, and the manual or facsimile signature of the Mayor or Chief Financial Officer upon any documents shall be conclusive as to all such determinations.

SECTION 4. A certified copy of this ordinance shall be filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs ("the Director").

SECTION 5. This ordinance is subject to the approval of the Director and shall take effect upon final passage and publication, as required by law; provided that the approval of the Director has been obtained.

A motion Introduced for second reading **Ordinance No. 2020-1491** 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 Arendacs - All ayes

No Public Comment

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

Motion to adopt on Second and Final Reading in The Bergen Record by Councilmember Lane; seconded by Councilmember Roche; Clerk read by title only. - All ayes on a roll call vote

PUBLIC HEARING ORDINANCE NO. 2020-1492

AN ORDINANCE TO AMEND VARIOUS SALARY ORDINANCES OF 2020 TO PROVIDE FOR AND DETERMINE THE RATE, AMOUNT AND METHOD OF PAYMENT OF COMPENSATION TO PERSONS HOLDING CERTAIN OFFICES AND POSITIONS OF EMPLOYMENT IN THE BOROUGH OF MONTVALE, COUNTY OF BERGEN AND STATE OF NEW JERSEY

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

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

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

Title		2021 Salary Range	
1.	Borough Administrator (PT)	\$48,000 -	58,000
2.	Safety Coordinator	\$3,000 -	7,000
3.	Chief Financial Officer (PT)	\$20,000 -	30,000
4.	Municipal Clerk (PT)	\$70,000 -	102,000
5.	Deputy Municipal Clerk (PT)	\$45,000 -	55,000
6.	Floater/ Admin. Assistant to Administrator	\$40,000 -	55,000
7.	Tax Collector (PT)	\$53,000 -	70,000
8.	Tax Assessor	\$33,000 -	40,000
9.	Treasurer/Purchasing Agent	\$75,000 -	88,000
10.	Deputy Treasurer	\$51,000 -	63,000
11.	Accounts Payable Clerk	\$40,000 -	45,000
Title		2021 Salary Range	
12.	Secretary, Planning Board/Land Use Admin. (PT)	\$70,000	92,000
13.	Planning Board Secretary Special Meetings	\$45 -	\$60/hour
14.	Board Secretary, Clerical/Recording	\$130 -	\$160
15.	Office Manager (PT)	\$4,000 -	7,000
16.	Registrar Vital Statistics	\$800 -	1,200
17.	Deputy Registrar Vital Statistics	\$250 -	500
18.	Construction Code Official	\$35,000 -	50,000
19.	Building Sub Code Official	\$35,000 -	50,000
20.	Building Inspector	\$60,000 -	65,000

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21.	Zoning Officer	\$5,000 -	11,000
22.	Property Maintenance Officer	\$3000 -	8,000
23.	Construction Dept. Control Person	\$40,000 -	65,000
24.	Plumbing Sub Code Official	\$ 22,000 -	30,000
25.	Plumbing Inspector	\$25 -	\$50/hour
26.	Fire Sub Code Official	\$14,000 -	18,000
27.	Fire Sub Code Official special inspections	\$25 -	\$50/hour
28.	Electrical Sub Code Official	\$35,000 -	46,000
29.	Electrical Sub Code Official special inspections	\$25 -	\$50/hour
30.	Fire Prevention Official	\$50,000 -	58,000
31.	Fire Inspector/ Senior/Deputy Fire Official	\$7,600 -	24,000
32.	Municipal Court Administrator	\$65,000 -	77,000
33.	Deputy Municipal Court Administrator	\$49,000 -	59,000
34.	Court Security	\$20 -	\$27/hour
35.	Violations Clerk	\$38,000 -	45,000
36.	Police Secretary	\$42,000 -	48,000
37.	Administrative Assistant for Police Chief	\$50,000 -	60,000
38.	Emergency Mgmt. Coordinator	\$5,000 -	7,000
39.	Deputy Emergency Mgmt. Coordinator	\$3,000 -	6,000
40.	Library Director	\$80,000	97,000
	Library – Library Adult Services	\$40,000 -	61,000
42.	Library (PT)	\$13 -	\$50/hour
43.	Library (PT) meetings	\$120 -	\$225/mtg
44.	Facilities Building & Property Inspector	\$20,000 -	30,000
45.	Director, Public Assistance	\$5,000 -	8,000
46.	Director of Recreation	\$50,000 -	\$62,000
47.	Van Drivers (PT)	\$20 -	\$25/hour
48.	Station Technicians (PT)	\$15 -	\$20/hour
49.	Booker Cable Access TV	2,000 -	5,000
50.	Archivist Records Manager/D.A.R.M.	\$25	- \$28/hour
51.	Deputy Construction Code Official	\$75,000	- 85,000

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

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Title		2021 Salary Range	
A.	Municipal Judge	\$38,000	- 43,000
B.	Mayor	\$8,000	- 10,000
C.	Councilpersons (each)	\$6,000	- 8,000

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

Title		2021 Salary Range	
A.	Chief	\$225,000	- 232,600
B.	Captain	\$204,000	- 210,000
C.	Lieutenant (Base Wage)	\$159,152	- 166,132
D.	Sergeants (Base Wage)	\$148,100	- 151,804
E.	Detective – Additional per year	\$1,000	- 4,000
F.	Juvenile Officer – Addt'l per year	\$400	-
G.	Asst. Juvenile Officer – Addt'l per year	\$350	-
H.	Special Police Officer Class III (SLEO)	\$47,000	- 55,000
I.	Special/Auxiliary Police	\$22/hour	- \$26/hour
J.	School Cross Guard/Police Matrons	\$22/hour	- \$26/hour

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

Police Officers Schedule (Base Wage Each)		
0-6 months	\$44,236	- 45,125
6 months – 1 year	\$50,664	- 51,678
1 – 2 years	\$57,091	- 58,233
2 – 3 years	\$69,943	- 71,343
3 – 4 years	\$82,797	- 84,453
4 – 5 years	\$95,648	- 97,562
5 – 6 years	\$108,501	- 110,672
6 – 7 years	\$121,356	- 123,783
7 – 8 years	\$134,208	- 136,892

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

Years of Service	Officers Hired BEFORE January 1, 2006	Officers Hired AFTER January 1, 2006
After five (5) years	1%	-
After seven (7) years	2%	-
After nine (9) years	3%	1%
After eleven (11) years	4%	2%
After thirteen (13) years	5%	3%
After fifteen (15) years	6%	4%
After seventeen (17) years	7%	5%
After nineteen (19) years	8%	6%
After twenty-one (21) years	-	7%
After twenty-two (22) years	-	8%
After twenty-four (24) years	9%	9%

SECTION 5. The Borough Treasurer shall present semi-monthly or as established by Resolution to the Governing Body for approval warrants drawn to the order of the Borough of Montvale Payroll Account and the Borough of Montvale Salary Account.

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

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

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

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

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

SECTION 6. This ordinance shall be operative as of January 1, 2020, and salaries paid shall be adjusted in accordance with the terms of this ordinance.

SECTION 7. All other ordinances and parts of ordinances inconsistent herewith are hereby repealed.

SECTION 8. This ordinance shall take effect immediately upon publication in the manner provided by Law.

A motion Introduced for second reading **Ordinance No. 2020-1492** 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 Arendacs - All ayes

No Public Comment

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

Motion to adopt on Second and Final Reading in The Bergen Record by Councilmember Lane; seconded by Councilmember Roche; Clerk read by title only. - All ayes on a roll call vote

PUBLIC HEARING ORDINANCE NO. 2020-1493

AN ORDINANCE APPROVING THE APPLICATION AND FINANCIAL AGREEMENT AUTHORIZING A TAX EXEMPTION AND PAYMENT IN LIEU OF TAXES PROGRAM FOR MONTVALE FAMILY APARTMENTS URBAN RENEWAL, LLC FOR THE CONSTRUCTION OF A 100% AFFORDABLE HOUSING DEVELOPMENT ON BLOCK 1002, LOTS 3 AND 5

WHEREAS, on March 10, 2015, the Supreme Court of the State of New Jersey issued a decision In The Matter Of The Adoption Of N.J.A.C. 5:96 And 5:97 By The New Jersey Council On Affordable Housing, 221 N.J. 1 (2015), in which it found that because COAH failed to adopt the new Round 3 regulations, the Court directed trial courts to assume COAH's functions and created transitional procedures for court review and approval of municipal Housing Element and Fair Share Plans pursuant to COAH's rules and regulations as described in N.J.A.C. 5:93-5.8; and

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

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

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

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

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

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

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

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

WHEREAS, the Borough and the Developer have entered into a Development and Property Transfer Agreement concerning the Premises and the Project; and

WHEREAS, Developer has submitted an application to the New Jersey Department of Community Affairs, New Jersey Affordable Housing Trust Fund Program; and

WHEREAS, pursuant to and in accordance with the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq., as amended and supplemented (the "LTTE"), the Borough is authorized to provide for and accept, in lieu of real property taxes, an annual service charge paid by the Developer to the Borough in accordance with certain applicable provisions of the LTTE; and

WHEREAS, the adoption of this Ordinance granting a tax exemption for the Project improvements and adopting a Payment In Lieu of Taxes ("PILOT") program for the Project is demonstrative of the Borough's consistent, continuing and strong support for the project; and

WHEREAS, the Developer has submitted an application to the Mayor of the Borough of Montvale for the approval of a PILOT program for the Project (as may be amended, the "Application"), all in accordance with N.J.S.A. 40A:20-8, which application is on file with the Borough Clerk and may be reviewed upon request; and

WHEREAS, the Developer also submitted to the Mayor a form of financial agreement (the "Financial Agreement"), a copy of which is attached to the Application, which sets forth the rights, responsibilities and obligations of the Developer and the Borough; and

WHEREAS, said Financial Agreement provides for, among other things, the exemption described above and the payment of an annual service charge in lieu of taxes; and

WHEREAS, the Mayor has submitted the Application and Financial Agreement to the Governing Body with his recommendation for approval, a copy of which recommendation is on file with the Borough Clerk; and

WHEREAS, the Governing Body has reviewed the terms of the Application and the Financial Agreement and hereby finds that the relevant benefits of the Project to the Borough and to the region's low- and moderate-income households outweigh the loss, if any, of property tax revenue in granting the long-term tax exemption for the Project; and

WHEREAS, the Governing Body has determined that, if funding is provided by the DCA through the Affordable Housing Trust Fund Program, the Project will provide 25 units of affordable housing which are necessary to help satisfy the Borough's affordable housing obligations for the Third Round under the Settlement Agreement with Fair Share Housing Center and as approved by the Superior Court; and

WHEREAS, the Governing Body has further determined that the Project constitutes the acquisition, management and operation of a low- and moderate-income housing project under P.L. 1991, c. 431 (C. 40A:20-1 et seq.), as authorized by the Long Term Tax Exemption Law; and

WHEREAS, the Governing Body has further determined that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the

Developer to proceed with the Project, and that based on information and representations made by the Developer and as set forth in the Application, the Project would not be feasible without such assistance because funding through the DCA Affordable Housing Trust Fund Program would likely not be available.

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

1. The aforementioned recitals are incorporated as if set forth herein at length.
2. The Application filed by the Initial Entity, a copy of which is on file with the Borough Clerk and which has been recommended for approval by the Mayor, is hereby approved.
3. The Mayor, Borough Clerk and all other appropriate officials are hereby directed, authorized and empowered to execute the Financial Agreement substantially in the form attached to the Application, with the changes recommended by the Mayor, subject to approval as to form by the Borough Attorney. The Mayor is further directed, authorized and empowered to undertake all actions reasonably necessary to effectuate the provisions and purposes of this Resolution and the Financial Agreement.
4. The executed copy of the Financial Agreement shall be certified by and be filed with the Office of the Borough Clerk. Further, the Borough Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough and the Director of the Division of Local Government Services with the Department of Community Affairs, in accordance with the Long Term Tax Exemption Law. Furthermore, within 10 calendar days of the effective date of this Ordinance and the execution of the Financial Agreement, the Borough Clerk shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Bergen County and to the Bergen County Counsel for informational purposes.
5. At the Borough's discretion, this Ordinance shall sunset upon the occurrence of any of the following events, upon which this Ordinance shall be deemed null and void and the Financial Agreement be deemed void and of no further effect:
 - a. The Developer fails to obtain the necessary funding through the DCA Affordable Housing Trust Fund Program or other funding sources in accordance with the requirements of the Development and Property Transfer Agreement; or
 - b. The Developer defaults upon any provision of the Development and Property Transfer Agreement and such default is not cured in accordance therewith.
6. All Ordinance or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.
7. If any section, paragraph, subparagraph, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause or provision so adjudged and the remainder of this Ordinance shall remain valid and effective.
8. This Ordinance shall take effect immediately after adoption and publication as required by law.

A motion Introduced for second reading **Ordinance No. 2020-1493** 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 Arendacs - all ayes

No Public Comment

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 Curry; Clerk read by title only. - All ayes on a roll call vote

Mr. Voytus, commented by saying that the DCA granted the award to fund this project; Montvale is one of the first in the State and Bergen County to receive funding for an affordable housing project; it is a win for the taxpayers of Montvale, that this project will be fully funded by the DCA; Councilmember Curry asked if our hands will be tied by the County or the State; Mr. Voytus stated no other additional rules will apply, just current COAH regulations.

MINUTES:November 24, 2020

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

December 8, 2020

A motion to accept the minutes by Councilmember Lane; seconded by Councilmember Koelling - all ayes with the exception of Councilmember Curry abstaining

CLOSED/EXECUTIVE MINUTES:December 8, 2020

Held until next meeting January 12, 2021

RESOLUTIONS:**204-2020 Amending Resolution No. 21-2020 To Establish Recreational Fees for Year 2021**

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>
30+ Basketball	Sept-May	\$75	\$95
Adult Soccer	10 weeks	\$15	\$20
Golf Instruction- TGA	6 weeks	\$105	\$125
Pickleball Clinic	3 weeks	\$50	\$65
Pickleball Clinic Drop In Fee	1 class	\$20	\$25
Pickleball Program	January-May	\$50	\$75
Summer Camp: Grades 1-5	4 weeks	\$348 per child \$1044 family max	\$408 per child \$1224 family max
Adventure Camp: Grades 6-7	4 weeks	\$450 per child	\$510 per child

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Summer Camp Resident/Non-Resident	\$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>
Extended Day Multisport Camp by TGA During Summer Camp Weeks Only	1 week (2:30-6:30pm)	\$220	\$250
Multisport Camp by TGA 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
TaeKwon-Do	8 weeks (@ 2 classes per week)	\$120	\$180
Tai Chi	8 weeks	\$80	\$100
Montvale Senior Club Tai Chi Discount:	8 weeks	\$40	\$40
Tennis Lessons	6 weeks	\$80	\$120
	5 weeks	\$65	\$100
Tennis Badges			
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	
Ultimate Frisbee by TGA	6 weeks	\$100	\$120
Volleyball- Adult	January-May	\$50	\$75
Volleyball- Girls	8 weeks	\$80	\$100
Yoga	8 weeks	\$80	\$100
Yoga Mini Session	4 weeks	\$40	\$50
Youth Theater	September-December	\$10	\$15

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 1st.

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>
Ballfields: Baseball or Softball (Memorial, Fieldstone or LaTrenta)	Per 2 Hour Time Slot Per Field	\$50	\$100
Turf Fields: Soccer or Lacrosse (Fieldstone)	Per 2 Hour Time Slot Per Field	\$75 (full field) \$50 (half field)	\$150 (full field) \$100 (half field)
Tennis Court Group Reservation (Memorial or LaTrenta) *Two court maximum reservation at any one location	Per Day	\$25	\$25
Corporation Event Field Reservation (1 scheduled day plus 2 rain dates)	Per Day	\$200	\$400

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.

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 2 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.

Field users who provide 7 days or more notice of changes in their scheduled use can receive a time credit if the scheduled hours are decreased. Any changes in field schedules without 7-day notice will not receive a time credit for unused field time. Time credits are only valid for the existing season.

Field users applying for 50 or more field hours per season will be billed by their total sum of hours.

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 1st, 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.

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 1st, field use will be established with the following order of preference:

6. Montvale Athletic League, Recreation and Pascack Hills High School
7. Resident: Not-For-Profit Entity
8. Resident: For Profit Entity
9. Non-Resident: Not-For-Profit Entity
10. 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.

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

Councilmember Roche spoke regarding the increase in fees which will be in line with surrounding towns; plus try to recoup some of the costs to maintain the fields

215-2020 A Resolution Awarding a Contract to DTS Trucking, LLC for the Restoration of Huff Pond Project in the Borough of Montvale

WHEREAS, the Borough of Montvale has a need to procure construction services for the Restoration of Huff Pond Project in the Borough; and

WHEREAS, the Borough of Montvale, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., publicly advertised for the receipt of bids for this project under the name "Restoration of Huff Pond"; and

WHEREAS, ten (10) bids were received on December 1, 2020; and

WHEREAS, after receipt and review of the three (3) lowest bids received, the Borough of Montvale has determined that DTS Trucking, LLC is the lowest responsible bidder for this contract; and

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

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

Contractor

DTS Trucking, LLC

65 Royal Avenue

Hawthorne, New Jersey 07506

Contract Amount

Base: \$268,042.00

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

Introduced by: Councilmember Curry; seconded by Councilmember Arendacs - a roll call was taken - all ayes

Bob Hanrahan, Environmental Commission, explained that the intent is to reduce the algae from year to year

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.

205-2020 Refund Tax Overpayment / Block 711-Lot 6/ 8 Phyllis Drive

WHEREAS, a resolution authorizing the Borough of Montvale to refund an overpayment of taxes for the fourth quarter installment; and

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund the following:

Stuart Munro, 8 Phyllis Drive, Montvale, NJ in the amount of \$2,822.86

206-2020 Bergen County Tax Court Settlement Resolution, Block 2401-Lot 2, 28 W Grand Ave, Cach Investment, LLC

WHEREAS, a Tax Appeal has been filed with Bergen County Board of Taxation by Cach Investment, LLC (hereinafter the "Tax Appeal"), under Docket Number 36-2000122L, and;

WHEREAS, the aforesaid Tax Appeal involves a commercial property located at 28 W Grand Ave, and is otherwise referred to as Block 2401 Lot 2 on the tax assessment map of the Borough (hereinafter the "subject property"), and;

WHEREAS, the terms of the proposed settlement result in a reduction of \$500,000 in assessed value; and

WHEREAS, this resolution authorizes refund of overpayment of taxes in the amount of \$12,155.00; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund the following:

Cach Investment, LLC, c/o Skoloff & Wolfe, P.C., 293 Eisenhower Parkway, Suite 390, Livingston, NJ 07039 in the amount of \$12,155.00

207-2020 Bergen County Tax Court Settlement Resolution, Block 2503-Lot 17, 14 Cottage Ave, Ana Treanor

WHEREAS, a Tax Appeal has been filed with Bergen County Board of Taxation by Ana Treanor (hereinafter the "Tax Appeal"), under Docket Number 36-2000112L, and;

WHEREAS, the aforesaid Tax Appeal involves a residential property located at 14 Cottage Ave, and is otherwise referred to as Block 2503 Lot 17 on the tax assessment map of the Borough (hereinafter the "subject property"), and;

WHEREAS, the terms of the proposed settlement result in a reduction of \$116,800.00 in assessed value; and

WHEREAS, this resolution authorizes refund of overpayment of taxes in the amount of \$2,839.41; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey, that the Tax Collector be and is hereby authorized to refund the following:

Saiber LLC Trust Account, as counsel for Plaintiff, 18 Columbia Turnpike, Suite 200, Florham Park, NJ 07932 in the amount of \$2,839.41

208-2020 Authorizing Refund of Redemption of Tax Sale Certificate #19-00001 for Block 201; Lot 5 - 135 Upper Saddle River Road

WHEREAS, at the Municipal Tax Sale held on October 22, 2020, a lien was sold on Block 201, Lot 5, also known as 135 Upper Saddle River Road for 2019 property taxes; and,

WHEREAS, this lien, known as Tax Sale Certificate #19-00001, was sold to C & E Tax Lien Fund 1 at 0% interest rate and a premium in the amount of \$75,100.00; and

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WHEREAS, Peter Papay, the owner of record has effected redemption of Tax Sale Certificate #19-00001 in the amount of \$21,879.78; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the Tax Collector be and is hereby authorized to Redeem Certificate #19-00001 and send payment of \$96,979.78 to C & E Tax Lien Fund 1, PO Box 5021, Philadelphia, PA 19111

209-2020 Transfer Of Appropriations

WHEREAS, certain transfer of funds for various 2020 budget appropriations are necessary to cover anticipated expenditures; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the transfers be made between the 2020 budget appropriations as follows:

	<u>FROM</u>	<u>TO</u>
<u>CURRENT FUND</u>		
General Appropriations		
Operations – Within “CAPS”		
Celebration of Public Events:		
Other Expenses	\$5,000.00	
Financial Administration:		
Other Expenses		\$5,000.00
Celebration of Public Events:		
Other Expenses	20,000.00	
Engineering Services and Costs:		
Other Expenses		20,000.00
Planning Board:		
Other Expenses	10,000.00	
Engineering Services and Costs:		
Other Expenses		10,000.00
Employee Group Health	35,000.00	
Garbage and Trash Removal:		
Other Expenses		35,000.00
Construction Official:		
Other Expenses	2,000.00	
Construction Official:		
Salaries and Wages		<u>2,000.00</u>
	<u>\$72,000.00</u>	<u>\$72,000.00</u>
	=====	=====

210-2020 Transfer Of 2020 Current Fund Appropriation Balance

WHEREAS, there exists an unexpended 2020 Current Fund budget appropriation balance, and

WHEREAS, N.J.S.A. 40A:4-62.1 permits the Borough to transfer such unexpended balance into the Reserve for Storm Recovery.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Montvale Bergen County, New Jersey that the following unexpended 2020 Current Fund budget appropriation balance be transferred into the Reserve for Storm Recovery in accordance with N.J.S.A. 40A:4-62.1.

GENERAL APPROPRIATIONS

Operations - within “CAPS”

Snow Removal:

Other Expenses

\$50,000.00

211-2020 Cancellation Of Reserve Balance

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

WHEREAS, the funds creating the reserve balance have been investigated, and it has been determined that a portion of the reserve balance should be cancelled; and

WHEREAS, it is necessary to formally cancel said balance so that the amount not required to be reserved on the Current Fund balance sheet may be credited to surplus;

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

Current Fund

Reserve for Tax Appeals

\$250,000.00**212-2020 Award Professional Service Contract /Engineering Services /2019 Bergen County Open Space Grant Application for Municipal Park Improvements/Memorial Drive/Synthetic Turf Bocce Ball Courts**

WHEREAS, the Borough of Montvale has deemed it necessary to engage the professional services of an Engineer to provide professional services to prepared a declaration of Intent To apply and all other related requirements for the submission of the 2019 Bergen County Open Space Grant Application to be submitted for Memorial Drive Synthetic Turf Bocce Ball Courts, Montvale, NJ ; and

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

WHEREAS, Maser Consulting, 200 Valley Road, Suite 400, Mt. Arlington, NJ 07856 has submitted a proposal dated December 7, 2020 to provide the engineering services for services which are detailed and attached to the original of this resolution, and

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

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

- 1) That the proposal for the scope of various engineering services is attached to this resolution for which is made part of this resolution shall be awarded to Maser Consulting.
- 2) The cost not to exceed shall be \$9,000.00. The Engineer shall be required to submit itemized bills and payment shall be made based upon services rendered. The rates for this work are in accordance with the hourly contractual agreement with the Borough of Montvale.

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

213-2020 Authorize Refund of Recreation Program / Taekwondo/My Way of Life

BE IT RESOLVED, the below individuals are hereby granted a refund for Taekwondo/My Way of Life

Online Registration: (NO Purchase Order Needed) Ramamurthi Ramakrishnan

Address: 87 Nottingham Ct., Montvale **Amount:** \$125.18 **Program:** Taekwondo/My Way of Life

Paper Registration: (Purchase Order Needed) Hanumesh Rajalbandi **Address:** 121 Nottingham Court, Montvale **Amount:** \$120.00 **Program:** Taekwondo/My Way of Life

214-2020 Award /Purchase Police Vehicle / Hertrich Fleet Services / Ford Motor Credit Municipal Finance State Contract # A88729 (T2776)

WHEREAS, the Mayor and Council approved the purchase of a 2021 Dodge Charger 4 Door Sedan Police vehicle for the Montvale Police Department; and

WHEREAS, the Borough of Montvale hereby authorized the purchase with Hertrich Fleet Services, 1427 Bay Road, Milford, DE 19963 in the amount of \$27,553.80; and

NOW, THEREFORE, BE IT RESOLVED, the Chief Financial Officer has certified that funds are available and certification is attached to the original of this resolution.

NOW THEREFORE, BE IT FURTHER RESOLVED, the Mayor and Council authorize said purchase from Hertrich Fleet Services, Inc.

216-2020 Resolution Authorizing The Purchase of Two (2) Storage Containers/Montvale Fire Department

WHEREAS, the Borough of Montvale's Fire Department is in need purchasing storage containers located behind the firehouse on Memorial Drive due to the installation of the new salt shed which longer fits in that area; and

WHEREAS, the Borough Engineer has received a several quotes which area attached to the original of this resolution and recommends the vendor Pac Van, New Brunswick, 113 How Lane, New Brunswick, NJ 08901 for this purchase; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Montvale that the purchase by Pac Van, for two (2) new containers at the unit price each of \$4,475.00 for a total price of \$8,950.00 be approved for purchase; and

NOW, THEREFORE, BE IT FUTHER RESOLVED, Borough's Chief Financial Officer has certified that funds are available for this purpose.

217-2020 Appointing / Probationary Montvale Police Officer / Nicholas M. Mazzeo

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that Nicholas M. Mazzeo be and is hereby appointed as a 12 month Probationary Police Officer with the Borough of Montvale Police Department; and

BE IT RESOLVED, the effective date of employment is December 8, 2020.

218-2020 Appointing / Probationary Montvale Police Officer / Krystian Maleszewski

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey that Krystian Maleszewski be and is hereby appointed as a 12 month Probationary Police Officer with the Borough of Montvale Police Department; and

BE IT RESOLVED, the effective date of employment is December 8, 2020.

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

No Report

ATTORNEY REPORT:

Joe Voytus, Esq.

Report/Update

Mr. Voytus mentioned about the legalization of marijuana and in the current bill the municipalities will have a 180 day window after the bill is signed to adopt an ordinance to either opt in or opt out of having cannabis businesses in their municipalities; at that point Montvale would have to amend the current ordinance.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Mayor Ghassali asked the borough attorney to send a letter to NJ Transit requesting to see if Montvale can have a quiet zone regarding the train horns at certain times of the day

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 Curry
– all ayes

Carolee Adams

Regarding the budget discussion about a generator at the senior community center, where in Montvale is there another emergency shelter available; Mrs. Adams mentioned the bombing in Nashville and how that area had no electronic communications available, she suggested to work with our OEM Coordinator, Frank DiPalma, to encourage more residents to obtain a hand-held radio license; wanted to recognize the professionalism of the members of TVAccess, Jim, Tony, Dan and Councilmember Rose Curry and finally a year end kudos to all the members of our first responders, police, fire and ambulance; to our exemplarity employees at borough hall, DPW and to the Mayor and Council.

Councilmember Lane responded in regards to the generator at the senior center; he is not against it; he was questioning spending the money on a building that we are questioning the long term goals, we should look at options, doesn't mean we don't fix it, doesn't mean we don't have an emergency shelter; Councilmember Curry agreed with Councilmember Lane by saying not to throw good money after bad to see what options we have; we do have another locations in town; Mayor Ghassali mentioned that the Fire Department has stand by generators if needed.

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

ADJOURNMENT:

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

Meeting adjourned at 8:13pm

ADJOURNMENT:

Re-Organization Meeting to be held on Monday, January 4th, 2021 at 7:00 p.m.

Regular Meeting to be held at 7:30 p.m. January 12, 2021

Budget Meeting Dates/Times:

January 12, 2021 @ 6:00 p.m.

January 26, 2021 @ 6:00 p.m.

February 9, 2021 @ 6:00 p.m.

February 23, 2021 @ 6:00 p.m.

ZOOM information is as follows:

Topic: M&C Meeting

<https://us02web.zoom.us/j/88491084325?pwd=L2U5RVpYMGIMeFdNzdGcFFWUTd3UT09>

Passcode: 222775

By phone

1 929 436 2866

Webinar ID: 884 9108 4325

Passcode: 222775

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

**SINE DIE MEETING
BOROUGH OF MONTVALE
MAYOR AND COUNCIL
MONDAY, JANUARY 4, 2021
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 26, 2020 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 Koelling
Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

UNFINISHED BUSINESS OF 2020:

None

ADJOURNMENT SINE DIE MEETING:

A motion to adjourn by Councilmember Lane; seconded by Councilmember Roche - all ayes

FOLLOWED BY REORGANIZATION MEETING FOR THE YEAR 2021:

**RE-ORGANIZATION MEETING
MINUTES**

The Re-Organization Meeting of the Mayor and Council was held in the Council Chambers and virtually on Zoom Tele-Conference and called to order at 7:05PM. 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).

OPENING PRAYER:

Pastor Sam Goertz – Montvale Evangelical Free Church

SWEARING IN OF COUNCILMEMBERS (3 YEAR TERM)

Douglas Arendacs by Honorable Anthony Gallina

Rose Curry by Assemblywoman Holly Schepisi

ROLL CALL

Councilmember Arendacs

Councilmember Lane

Councilmember Curry

Councilmember Roche

Councilmember Koelling

Councilmember Russo-Vogelsang

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

Captain Company #1, Michael Cintineo

Lt., Company #1, Richard Alton

Lt., Company #2, Eric Rizzo

ELECTION OF COUNCIL PRESIDENT:

(Council Appointment)

Motion by Councilmember Arendacs to nominate Councilmember Lane 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

NON-CONSENT RESOLUTIONS**00-2021 RE: 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 2021 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, 2021; and

WHEREAS, the total appropriations in the 2020 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance are as follows:

Current	\$17,993,541.00
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WHEREAS, 26.25 percent of the total appropriations in the 2020 budget, exclusive of any appropriations for debt service, capital improvement fund and public assistance in said 2020 budget is as follows:

Current \$ 4,723,304.51

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 his 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	70,000.00
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	100,000.00
Engineering Services and Costs:	
Other Expenses	50,000.00
Cable TV Committee:	
Salaries and Wages	2,500.00
Other Expenses	4,000.00
Planning Board:	
Salaries and Wages	29,000.00
Other Expenses	50,000.00
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
Employee Group Health	400,000.00
Employee Group Health - Waiver	10,000.00
Fire:	
Other Expenses	45,000.00
Fire Hydrant Service	60,000.00
Police:	
Salaries and Wages	1,100,000.00
Other Expenses	40,000.00
Acquisition of Police Vehicles	40,000.00
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

BOROUGH OF MONTVALE**JANUARY 4, 2021**

Other Expenses	3,000.00
Prosecutor:	
Other Expenses	4,000.00
Road Repairs and Maintenance:	
Other Expenses	50,000.00
Sewer System:	
Other Expenses	40,000.00
Snow Removal/Storm Recovery:	
Other Expenses	50,000.00
Garbage and Trash Removal:	
Other Expenses	200,000.00
Public Buildings and Grounds:	
Salaries and Wages	9,000.00
Other Expenses	50,000.00
Maintenance of All Vehicles:	
Other Expenses	12,500.00
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	1,450.00
Other Expenses	500.00
Animal Control Services (Animal Regulation):	
Other Expenses	4,000.00
Welfare Administration (Public Assistance):	
Salaries and Wages	2,000.00
Other Expenses	200.00
Parks and Playground Maintenance:	
Other Expenses	1,000.00
Recreation:	
Salaries and Wages	20,000.00
Other Expenses	2,000.00
Senior Citizen:	
Salaries and Wages	6,500.00
Other Expenses	1,500.00
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	70,000.00
Other Expenses	7,500.00
Building Sub-Code Official:	
Salaries and Wages	20,000.00
Plumbing Sub-Code Official:	
Salaries and Wages	10,000.00
Fire Sub-Code Official:	
Salaries and Wages	10,000.00
Electrical Sub-Code Official:	
Salaries and Wages	15,000.00
Elevator Sub-code Official:	
Other Expenses	10,000.00
Gasoline	20,000.00
Electricity	55,000.00
Telephone	15,000.00
Natural Gas	30,000.00
Street Lighting	40,000.00

Deferred Charges and Statutory**Expenditures - Municipal Within "CAPS"****Statutory Expenditures:**

Social Security System	60,000.00
Defined Contribution Retirement Program	4,000.00
	<u>3,447,650.00</u>

BOROUGH OF MONTVALE**JANUARY 4, 2021****Operations - Excluded from "CAPS"**

Maintenance of Free Public Library	240,000.00
Sewer Processing and Disposal:	
Contractual	315,000.00
	<u>555,000.00</u>
Shared 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	44,000.00
Other Expenses	5,500.00
Department of Public Works:	
Other Expenses	560,000.00
	<u>720,000.00</u>
	4,722,650.00
Municipal Debt Service - Excluded from "CAPS"	
Payment of Bond Principal	1,275,000.00
Interest on Bonds	286,550.00
	<u>1,561,550.00</u>
	\$6,284,200.00
	=====

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

17-2021 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 2021:

Fire Chief	-	Geoffrey Gibbons
Deputy Fire Chief	-	Bruce Hopper
Captain Company #1	-	Michael Cintineo
Captain Company #2	-	Vacant
Lt., Company #1	-	Rick Alton
Lt., Company #2	-	Eric Rizzo

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

18-2021 Professional Service Contract Appointments 2021 / New Jersey Local Unit Pay to Play"**Law, N.J.S.A. 19:44A-20.4**

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 2021; 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 "alternative" 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 2021 contracts shall be awarded under the alternative process at the next regular meeting of the Governing Body:

<i>Borough Attorney:</i>	Joseph Voytus Boggia, Boggia, Betesh & Voytus, LLC 71 Mt. Vernon Street Ridgefield Park, NJ 07660
<i>Borough Engineer:</i>	Andrew Hipolit Maser Consulting P.A. Maser Consulting will be known as Colliers Engineering & Design in 2021 400 Valley Road, Suite 304 Mount Arlington, NJ 07856
<i>Auditor:</i>	Jeff Bliss Lerch, Vinci & Higgins 1717 Route 208 Fairlawn, NJ 07407

The said professionals, prior to securing such contract, shall execute and file with the Municipal Clerk, a 2021 *Business Entity Disclosure Certification* pursuant to N.J.S.A. 19:44A-20-8.

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

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 01-2021 THROUGH 16-2021, 19-2021, 20-2021

01-2021 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:

1. The following financial institutions are designated official depositories:
Bank of America
Wells Fargo
N.J. Cash Management Fund
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 30th and December 31st of each year. Said Notices must be available for annual audit.

3. Designated official depositories are required to submit to the Chief Financial Officer a copy of institution's "Annual Report" on an annual basis.

B. DEPOSIT OF FUNDS

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

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

C. DEFINITION OF ALLOWABLE INVESTMENT INSTRUMENTS:

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

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

D. DEFINITION OF ACCEPTABLE COLLATERAL AND PROTECTION OF BOROUGH ASSETS

1. All designated depositories must conform to all applicable State statutes concerning depositories of Public Funds.
2. All depositories shall obtain the highest amount possible F.D.I.C. and/or F.S.L.I.C. coverage of all Borough Assets (Demand and Certificate of Deposit)
3. Collateral will be required for all deposits and investments of the Borough, except for those in the State Cash Management Fund, collateral must have a market value of not less than 100 percent of all deposits and investments.
4. For pledges by depositories on Borough Funds, the following securities will be considered acceptable for pledges:
 - a. Any security backed by the U.S. Government
 - b. Any direct obligation of any taxing authority within the Borough of Montvale
 - c. Real Estate Mortgage Loans for Real Estate property located within the Montvale market area. Pledges of Real Estate Mortgage Loans shall be maintained at a market value of 115 percent of deposits

- d. All pledges of collateral must be indicated on an advice copy of the investment instrument which shall be forwarded to the Chief Financial Officer or Treasurer

E. COMPENSATING BALANCE AGREEMENTS:

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

F. REPORTING PROCEDURES:

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

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

G. DIVERSIFICATION REQUIREMENTS:

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

H. MAXIMUM MATURITY POLICY:

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

I. INVESTMENT PROCEDURES:

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

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

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

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

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

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

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

J. RETURN ON INVESTMENT:

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

K. CONTROLS:

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

L. BONDING:

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

Tax Collector
Treasurer
Municipal Court Administrator
Deputy Municipal Court Administrator
Magistrate

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

M. COMPLIANCE:

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

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

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

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

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

02-2021 Authorizing payment to the United States Postal Service to affect the use of a Postal 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 effect the use of a Postal Mailing System.

03-2021 Establish 2021 Holiday Schedule For Administrative Non-Contractual Employees and Department of Public Works Contractual Employees

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the following 2021 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	Friday, January 1
Martin Luther King Day	Monday, January 18
President's Day	Monday, February 15
Memorial Day	Monday, May 31
Independence Day	Monday, July 5 (observed)
Labor Day	Monday, September 6
Columbus Day	Monday, October 11
Veterans Day	Thursday, November 11
Thanksgiving Day	Thursday, November 25
and the Day After	Friday, November 26
Christmas Day	Friday, December 24 (observed)
New Year's Day	Friday, December 31 (observed)

SECTION 2. Two Floating Holidays 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 4th and Veterans Day fall on Saturday, the holiday shall be observed on Friday. If July 4th 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 days of work.

04-2021 Designating the Mayor, Municipal Clerk, Administrator, Chief Municipal Financial Officer and Treasurer as Official signatories on Borough Warrants and the Judge, Municipal Court Administrator and Deputy Court Administrator 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.

05-2021 Roll Call of the Council members to be called in alphabetical order

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

06-2021 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, N.J., 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

07-2021 All bills to be presented in proper form to the Finance Department no later than the 25th of each month

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

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

08-2021 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 \$150.00 be provided for the Municipal Clerk, Collector, Treasurer; Dog/Cat Licensing and Registrar; \$450.00 in total for the Court Violations Clerks or \$150.00 each; and \$50.00 for the Police Department.

09-2021 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 2021:

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

10-2021 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 fees 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.

11-2021 Order of business to be followed at all regular meetings of the Mayor and Council

BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, N.J., the agenda to the extent known will be established and printed for each regular meeting of the Council.

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. Old Business
8. New Business
9. Reading of all communications, petitions, etc.
10. Both Public and Workshop Meetings are opened to the public to speak
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.

12-2021 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; and

BE IT RESOLVED, the Tax Collector or Borough Treasurer shall deposit funds collected within forty-eight (48) hours, as required by law; and

BE IT RESOLVED, all cash receivables will be posted and recorded; and

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.

13-2021 Establish Mayor & Council Meeting Schedule for the Year 2021

BE IT RESOLVED that public meetings of the Mayor and Borough Council shall be held on the following dates for the year 2021:

*January 4 (Monday)	Organization Meeting
January 12	Public Meeting
January 26	Workshop Session
February 9	Public Meeting
February 23	Workshop Session
March 9	Public Meeting
March 30	Workshop Session
April 13	Public Meeting

April 27	Workshop Session
May 11	Public Meeting
May 25	Workshop Session
June 8	Public Meeting
June 29	Workshop Session
July 13	Public Meeting
July 27	Workshop Session
August 10	Public Meeting
Cancelled	Workshop Session
September 14	Public Meeting
September 28	Workshop Session
October 12	Public Meeting
October 26	Workshop Session
November 9	Public Meeting
November 30	Workshop Session
December 14	Public Meeting
December 28	Workshop Session

Due to the current Public Health Emergency, and in accordance with the Division of Local Government Services Remote Meeting Protocol for Local Public Bodies During Declared Emergency New Rules, N.J.A.C. 5:39, the meeting will be held either remotely via Zoom or in-person at the Borough of Montvale Municipal Complex, 12 Mercedes Drive, 2ND Floor, Montvale, New Jersey, as conditions dictate.

Information for the General Public to access for virtual meetings will be posted on the Borough website www.montvale.org.

Zoom information is as follows:

Topic: M&C Meeting

<https://us02web.zoom.us/j/88491084325?pwd=L2U5RVpYMGIeFdaNzdGcFFWUTd3UT09>

Passcode: 222775

By phone: 1 929 436 2866

Webinar ID: 884 9108 4325

Passcode: 222775

Documents for each meeting will be posted on the website, and members of the public shall be allowed to make public comment during remote meetings by audio only or by audio and video. In advance of the remote meeting, public comments may be submitted to miarossi@montvaleboro.org by email or by written letter no later than 12:00 p.m. on the date of the meeting. In the event that it is determined that meetings can be safely held in-person at the Municipal Complex instead of via Zoom, notice of this determination will be posted on the Borough website www.montvale.org. All posted agendas for scheduled meetings will indicate whether the meeting is being held remotely or in-person.

All meetings will commence at 7:30 p.m. except where noted. Closed sessions of the Mayor and Council may commence before 7:30 p.m. as indicated on the agenda for the meeting.

Meeting dates are subject to change. 48-hour notification will be provided as per N.J.S.A. 10:4-18.

ACTION MAY BE TAKEN AT BOTH PUBLIC AND WORKSHOP MEETINGS.

14-2021 Procedure for the Periodic Release of Closed 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 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.

15-2021 Open Public Meetings Act, Chapter 231 of Public Laws of the State of New Jersey Closed Executive Sessions of the Montvale 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.

16-2021 Adoption of year 2021 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.

19-2021 Adoption Borough Policy & Procedures Manual / Administration

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 maybe amended and supplemented from time to time without notice and at the sole discretion of the Mayor & Council. *The Bergen Municipal Joint Insurance Fund's recommendation for changes for the year 2021 are anticipated to be provided to the fund members in summer of 2021.*

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

20-2021 Re-affirming the Borough's Existing Policy For Eligible Municipal Employee To Voluntarily Waive The Medical & Prescription Coverages Provided Through The Employee Benefits Program Calendar Year 2021

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 2021 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 2021 calendar year as follows:

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

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

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 "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 Arendacs - all ayes on a roll call vote

MAYOR & GOVERNING BODY APPOINTMENTS, 2021 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 Lane; seconded by Councilmember Roche - all ayes on a roll call vote

OPEN MEETING TO PUBLIC:

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

NO PUBLIC COMMENT**CLOSE MEETING TO PUBLIC:**

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

COUNCIL COMMENTS:**Council President Lane**

Thank you for the nomination for Council President, congratulations to Rose on her third term and Doug on his second term; thanks to Mayor Ghassali in your leadership during the pandemic, keeping people informed; thanked all volunteers and committee members; thanked the residents for doing the best they can; in the year ahead, as finance chair, to have a budget that gives the services to the town but try to keep costs down. Stay healthy and safe and to stick with it, we are almost there.

Councilmember Roche

Thanks to the Mayor, Council members, administration, and residents for all their support during my first year. With COVID changing operations for the governing body, administration, and emergency services, I am proud of the job that has been done to keep Montvale moving and on track. While 2020 was a challenge on many fronts, I feel it brought many families and neighbors closer. Nightly family dinners which may not have been possible became the norm. Outdoor socially distanced neighborhood gatherings brought a welcomed change of environment as many residents were able to work from home. Looking towards 2021 my hope is we can put COVID behind us with the new vaccinations available, but keep some of these new traditions alive and well. While having the kids home for virtual learning was great, I look forward to our children resuming in person classes when it becomes safe. I also look forward to the return of our cherished town events such as the Chamber of Commerce Street fair, Day in the Park, amongst many others

Councilmember Curry

Having a sense of place and community is more important now than ever. I thank All of those volunteers, - private, religious, and public who work together to protect and advance the priorities of our neighborhoods and residents. The Borough of Montvale is strongest when all levels of Public & Private Service and communities work together. It is how we get to know each other and realize our goals. And then the world changes. The Borough of Montvale will continue to follow healthy protocols and make wise decisions so that WE can get Back to BETTER. The Montvale Library, and Senior Club have worked to keep community members supported and connected throughout the pandemic including at the Library: Virtual Programming for Adults, the Grab and Go Crafts for Children and Teens, *WRITE ON* with Miss Mary which provides students with writing input and aids them each 2nd Wed of every month at 3:45. The Senior club had a series of drive by lunches and picnics for seniors, they are following protocols with Bocce, the exercise classes; and just like the library. Thank you to our Fire Department, the Tri-Boro Ambulance, our administration at the front desk and behind the lines, our TV Access, The Montvale Planning Board, The newsletter & Website Team, The Board of Health, The Environmental Commission, The Special Event Committee, the PVDPW, the Construction department, the Court and our Montvale PD. These departments and committees contribute to our sense of

community. Thank you to the members of the Mayor and Council who continue to do the good work for the Borough. I look forward to working together with all, next year. God Bless

Councilmember Koelling

Welcome 2021; thanked everyone during the pandemic, the borough is strong with its people and we are very powerful as a community; agree with Councilmember Lane about the Mayor keeping the town informed during the pandemic; thanked all the committees and borough staff; looking forward to 2021, we have a full staff of 26 in the police department, the Board of Health is working hard getting the vaccines available; will explore trying to get more membership for the tri-boro ambulance; in closing I see positive things in 2021.

Councilmember Russo-Vogelsang

2021. We made it. We finally said goodbye to 2020, a year that will be forever remembered in the history books but not for the best reasons. And, we are still in the thick of the fight against COVID-19. Hope is on the horizon that the vaccine will arrive soon. Hopeful that someday soon we can be in the company of family and friends, have all the children back in school full time, parties, baseball games and a return to normal no longer having to worry about a "new normal". In the meantime, we must remain vigilant, wear our masks, social distance and quarantine when necessary. Amid all the challenges of 2020 - Montvale neighbors, friends, and families have exhibited extraordinary kindness and caring among us, as exemplified by the many appointments tonight of those dedicated to serving our beloved borough. And based upon my lifetime living in Montvale, I am confident we will build upon that even further in 2021. Our Mayor who is one of the kindest people I know told me "Always do better today than you did yesterday. My pledge to the people of Montvale, my committees, Mayor & fellow council members is to actively listen and be available to anyone in need and help wherever my help is needed and always do better today than I did yesterday. I'm proud to serve you in 2021.

Councilmember Arendacs

Thank you Mayor and Council, I would like to start off by wishing everyone a Happy & Healthy New Year. I wish I could be in attendance at tonight's reorganization meeting, however I am recovering from the virus and hope to be back real soon. The overwhelming thoughtfulness and support of this community is greatly appreciated.

I would like to welcome, State Assembly Women Holly Schepisi and Bergen County presiding Judge Anthony Gallina, thank you for swearing me in as a Councilmember as I am ready to fulfill my second term. I would like to thank the residents of Montvale that made this happen who have supported me throughout the past 3 ½ years and for re-electing me. I will continue to work hard for all residents and make you proud of our community where we all live together.

It was an absolute honor to serve as the Boroughs Council President for the past year working closely with the Mayor and serving the people of Montvale in that capacity. I now would like to congratulate our 2021 Council President, Tim Lane and wish him the best in his new role. Congratulations to Councilwomen Rose Curry on winning her 4th term on the council. Again it was an absolute pleasure campaigning with you and wish you much success over the next 3 years! Congratulations to all the fire officers who were just sworn in to their newly elected positions, As always I thank you and all the first responders for your dedicated service to our town.

PVDPW

I would like to thank, PVDPW Superintendent Rich Campanelli and his crew for all their hard work and dedication throughout the year. As they were not only tasked with their daily maintenance objectives but were also responsible in cleaning and sanitizing the grounds of the Municipal properties while they were cautious and followed all the necessary guidelines to keep themselves safe and healthy. It should be noted that during the height of the pandemic they were still out there working, checking and maintaining sewers, pump stations, cleaning / sanitizing playground areas, emptying trash cans, raking the turf fields, cleaning a conditioning ball fields, lawn maintenance, Cleaning up storm debris especially after T.S. Isaac, filling potholes, lining roadways for traffic, assisted construction of the salt

shed and now maintain the roads and equipment for the winter and upcoming storms. This is a small brief description of their work load. As they were challenged with the last storm I was able to communicate with the Superintendent directly so he can relay information to road crews to attend to areas that were in need of salting and or plowing. This was all during operating the recycling center and making sure it was safe for our residents to use. Since then the Superintendent had a meeting with the plowing agency's to make sure everyone is and always on their A game.

POLICE

As the Deputy Police Commissioner, it has been an honor working alongside Our Police Commissioner Dieter Koelling, Police Chief and his command staff as were always searching for new ways to keep our community proactively safe. If it's keeping all our roadways safe for pedestrian and vehicular traffic, community oriented programs, sponsored by County Grants, or answering calls for service generated by our residents.....These men and women are risking their personal safety and the safety of their families when they return home on a daily basis. That's goes for all the firefighters of the MFD and Tri-Boro EMTs. As always job well done by our Police Department, FD and EMS! I know the Governing body is proud of our first responders, I'm sure their administration and our community is proud and appreciates all of them too!

MAYOR ADVISORY COMMITTEE

I would like to thank all the members of the Mayors advisory committee who volunteer their time, to go out and seek resident's valuable ideas and thoughts on how we can improve our community. They then bring these ideas back to the council were we can have an open dialoged and act on it.

BUILDING DEPARTMENT

Let me start off my acknowledging Jeff Fette, I would like to congratulate him on his retirement and wish him luck in the future. As Chris Gruber now takes the reigns I wish him much success in his new role. 2 additional full time employees were added due to retirements and an increase in the work load due to recent development projects. We had 561 Building Uniform Code permits issued: 721 Misc. permits, totaling 1282 for a total revenue of \$739,388.00; NJ Surcharge Fee totaling \$51,144; Total Zoning revenue for 2020 was additional \$87,194.00; resale/rental certificates, minor soil moving permits, zoning permits, road opening permits, violations, and elevator inspection fees. Engineering fees we charged were \$6,475 and developers fees totaling \$104,419.00; Total 2020 revenue for all the above in 2020 were \$990,220.00. The Building Department oversaw and assisted in: Installation of the new Heating/Air condition upgrades for 12 Mercedes Drive. Plan review of major projects in town. Complete and conduct inspections and continued to issue certificates of occupancy throughout town. Address property maintenance and field resident concerns and complaints. Oversees Building and grounds that included the newly constructed Borough signs.

ENGINEERING

With the hard work of our Borough engineer, Mr. Hipolit of Maser Engineering several key borough projects were completed this past year: The Borough received \$427,000 in NJDOT Grants for Edgren Way, Phillips Parkway and Paragon Drive roadway improvements. The Borough Received \$180,000 for the LaTrenta Field Reconstruction through Bergen County Open Space Grants. We Paved 31 roads (approximately 20 miles) and micro-surfaced 4 additional roads. (80 miles of roads in Montvale.) The Borough replaced the roof top unit in the Police Department and the boiler at the Senior Center; We removed and replaced the salt shed at the DPW yard in accordance with NJ Department of Environment protection under Permit Requirements. We installed synthetic turf field in the upper and lower fields at LaTrenta, installed new sod, replaced the well for outfield irrigation, replaced the irrigation system, and installed improvements for the drainage of storm water. Established electronic based mapping (Geographic Information System) for the Borough and updated the Zoning Map, Road Map, Tax Map, Election District, and Outfall Maps; repaired over 100 storm water basins and performed cleaning on sanitary sewer piping. I look forward to working alongside Mr. Hipolit on additional projects that will immensely benefit our town. Mr. Hipolit makes my job easy, he is a wealth of knowledge in his field. In addition, most of these grants were obtained by his firm. We are lucky to have him in Montvale.

That all said, I would like to thank everyone sitting up here on the dais, The Mayor, Councilmembers, our Administrator, Deputy Clerk and Borough Attorney, also to all our borough employees and our volunteers that make Montvale the best it can be. I will continue to reach out to residents and I would

hope they do the same when there is a question or concern in town. Being a proud resident of our community, I only expect the best. Like I have said in the past, we have a lot of talent in Montvale and I know there is nothing that we can't accomplish. Happy, Healthy New Year to everyone and God Bless Montvale.

Mayor Ghassali

My condolences to Andy Hipolit on the loss of his mother this morning; would like to start by congratulating all the newly sworn in officers, Councilmembers Rose Curry, Doug Arendacs and Council President Tim Lane. As we start the new year, there is a lot to be thankful for last year, we learned what a close knit community we really are, from generous contributions, to families in need, to residents offering their time and talent to help the community. Many stepped up with donations of masks and gloves. Thanks to the members of the community, the staff, volunteers, the professionals and councilmembers. 2021 is going to be a good year but I think it will be a challenging year, many businesses will not be coming back, we will have a few vacant office buildings with less employees. This will no doubt be a very difficult year for our small businesses and we will have to help them when we can. We will continue to invest in our infrastructure, continue to have a workable and professional relationship with the County and the State governments. I find that having a line of communication comes in handy when you need help. We will need help with the project being developed in the Village of Chestnut Ridge, NY with large schools and hundreds of residential units directly across the border. Financially, last year was a big hit for us with reduced revenue and increased expenses due to COVID. I have faith in the Finance committee and the councilmembers to manage our expenses and cash flow this year. I will commit to work with all the department heads, the councilmembers and the staff to be the link to the County and the State for any grants available to help balance the budget. The good news, we do have some projects already in the works that will bring in revenue in 2022 and in early 2023. Thanked the council for approving the list of appointments volunteers and committees. Including one of the newest committees, the Diversity Committee, looking forward for many things to come out of this committee headed by Amaka Auer, Elizabeth Gloeggler and Councilmember Russo-Vogelsang and all the team members. The vaccine plan is changing everyday, my priority for the next few months is to ensure a clear plan is communicated and put in play for all our residents who want to be vaccinated. The Board of Health will be playing a vital role in this process and we will have to follow their directions. To make this process easy for all of us, I am appointing Nevene Gayed and Kasey Ciborowski as the point persons for all the information coming in from the State, the County and the CDC about the vaccine. Another project this year will be to make the steel beam from the World Trade Center a permanent fixture. It will be headed by Clint Miller and Chief Geoff Gibbons and we are hoping to have this completed before the 2021 9/11 ceremony. I sincerely wish you all a Happy, Safe and Healthy New Year and I pray for Peace on Earth.

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 8:07 PM

Budget Meeting will be held January 12, 2021 at 6:00pm

Next scheduled Mayor and Council meeting will be held January 12, 2021 at 7:30PM

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 21-2021**

**RE: Authorizing Refund of Redemption of Tax Sale Certificate #19-00003 for Block 2412; Lot 3
10 Birch Terrace**

WHEREAS, at the Municipal Tax Sale held on October 22, 2020, a lien was sold on Block 2412, Lot 3, also known as 10 Birch Terrace 2019 property taxes; and,

WHEREAS, this lien, known as Tax Sale Certificate #19-00003, was sold to MGRP TL Capital at 0% interest rate and a premium in the amount of \$30,500.00; and

WHEREAS, Lereta, LLC (the mortgage company) has effected redemption of Tax Sale Certificate #19-00003 in the amount of \$15,217.31; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey, that the Tax Collector be and is hereby authorized to Redeem Certificate #19-00003 and send payment of \$45,717.31 to MGRP TL Capital, 12-24 River Road, FairLawn, NJ 07410

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

Adopted: January 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 22-2021**

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							

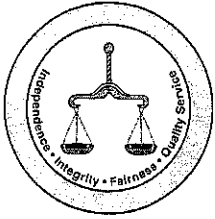
Adopted: January 12, 2021

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

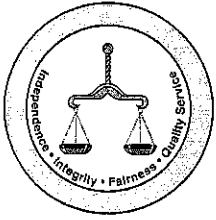
Harry D. Norton, Jr., Judge
Ann Levitzki, Court Administrator
Pedro Rodrigues, Deputy Court Administrator

TO: Chris Kalafut
FROM: Ann Levitzki
DATE: January 4, 2021
RE: Outstanding Checks – Bail 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>
1/8/2020	2710	100.00
1/9/2020	2711	100.00
1/15/2020	2513	100.00
TOTAL		\$300.00

Cc: Fran Scordo, Deputy Clerk



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, Court Administrator
Pedro Rodrigues, Deputy Court Administrator

TO: Chris Kalafut
FROM: Ann Levitzki
DATE: January 4, 2021
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>
11/6/2019	2091	2.00
12/9/2019	2097	11.00
5/5/2020	2133	1.00
5/7/2020	2134	.14 cents
TOTAL		\$14.14

Cc: Fran Scordo, Deputy Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 23-2021**

RE: Authorize Appointment / Sherri D'Alessandro / Acting Municipal Court Administrator

WHEREAS, pursuant to N.J.S.A. 2B:12-10 the Municipality of Upper Saddle River and the Municipality of Montvale, acting as lead agency for the Pascack Joint Municipal Court, are required to provide for a Municipal Court Administrator; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et. Seq., any municipality of the State of New Jersey may contract with any other municipality or municipalities to share services that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in accordance with N.J.S.A. 2B:12-1(c) the Municipality of Upper Saddle River and the Municipality of Montvale, acting as lead agency for the Pascack Joint Municipal Court, consent and agree to share the professional services of their respective Municipal Court Administrators on a provisional basis in the event of the absence of the Municipal Court Administrator and Deputy Court Administrator, to undertake the duties of the absent Municipal Court Administrator during scheduled and/or unscheduled leaves, within the two respective municipalities; and

WHEREAS, the rate of pay shall be \$30 per hour. Pay rate established by N.J.S.A. 2B:12-10(b).

NOW THEREFORE BE IT RESOLVED, this 12th day of January 2021, that the Municipality of Upper Saddle River and the Municipality of Montvale consent to the attached agreement.

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

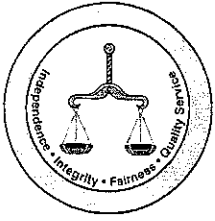
Adopted: January 12, 2021

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
Pedro Rodrigues, Deputy Court Administrator

**Order of Provisional Authority to the Position of Pascack Joint
Acting Municipal Court Administrator**

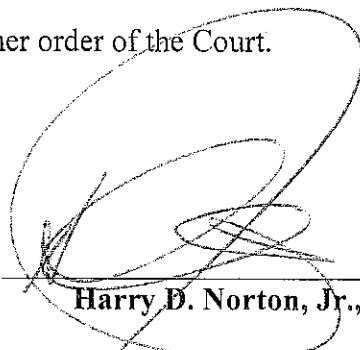
This documents provides for the continuity of essential functions through the orderly succession and provisional appointment of an Acting Municipal Court Administrator to Pascack Joint Municipal Court within the Bergen Vicinage on an interim basis to provisionally undertake the duties of the court's Municipal Court Administrator during scheduled and/or unscheduled leaves of absence, a disaster, or a national security crisis, until the absence or inability ceases.

IT IS ORDERED, effective January 1, 2021, **Sherri D'Allesandro**, as Municipal Court Administrator, is hereby authorized in my absence on matters returnable in the Pascack Joint Municipal Court to do the following:

1. Issue process and sign arrest warrants pursuant to Rule 7:2-1;
2. Issue arrest warrants or summonses in citizen complaints pursuant to Rule 7:2-2(a);
3. Set bail in the Pascack Joint Municipal Court pursuant to Rule 7:4-2(a) in non-indictable and municipal ordinance offenses;
4. On motor vehicle offenses, perform ministerial acts set forth in N.J.S.A. 39:5-6;
5. Have the attestation and signatory powers on process orders, warrants, or judgements as set forth in N.J.S.A. 2B:12-13;
6. Exercise the powers to administer oaths for complaints, and issue warrants, and summonses and to set conditions of pre-trial release as set forth in N.J.S.A. 2B:12-21.

This order shall remain in effect until further order of the Court.

1/5/2020
Date



Harry D. Norton, Jr., JMC

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 24-2021**

**RE: Amending Resolution 216-2020 / Authorizing The Purchase of Two (2) Storage Containers
Montvale Fire Department**

WHEREAS, the Borough of Montvale's Fire Department is in need purchasing storage containers located behind the firehouse on Memorial Drive due to the installation of the new salt shed which longer fits in that area; and

WHEREAS, the original quote received by the vendor Pac Van, New Brunswick, 113 How Lane, New Brunswick, NJ 08901 has expired and a new quote is attached to this resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Montvale that the purchase by Pac Van, for two (2) new containers for a total price of \$9,550.00 be approved for purchase; and

NOW, THEREFORE, BE IT FUTHER RESOLVED, Borough's Chief Financial Officer has certified that funds are available for this purpose.

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

Adopted: January 12, 2021

Account : # C04-55-470-D00
Amount \$ 9,550.00

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



New Brunswick
113 How Lane
New Brunswick, NJ 08901
PH: (800) 546-1050
FAX: (267) 234-7711

Purchase Agreement No: SFQ-655615
Purchase Agreement Date: 01-04-2021
Purchase Agreement Expires: 7 days
Sales Consultant: Erika Minchin
Email: eminchin@pacvan.com

Billing Information

MONBOR
Montvale Boro
Geoffrey Gibbons
12 Mercedes Drive
Montvale, NJ 07645
Ph: (201) 391-5700
Fax: (201) 391-9317

Shipping Information

Montvale Boro
35 West Grand Ave
Montvale Fire House
Montvale, NJ 07645
Geoff Gibbons
Ph: (201) 819-4561

Charges	Quantity	Unit Price	Unit Tax	Total Sale Price
New 20' Container-Color Gray	2.00	\$4,500.00	\$0.00	\$9,000.00
Delivery	2.00	\$275.00	\$0.00	\$550.00

Total: \$9,550.00

w/Tax*: \$9,550.00

Notes:

* Tax Amount is an estimate only.
New 20' Containers
Water and Wind Tight
Color Gray
All Sales Final

Previous Quote expired 11/1/20
New Quote still under other quotes.
Revise PO. # 20-01638
need to revise Reso.

SPECIAL OFFER:

Need temporary space?

Please ask us about our special pricing on select Mobile Offices and Modular Buildings with your order.

Included With Your Pac-Van Agreement:
Superior Customer Service
Nationwide Service From a Local Company
Your One Stop for Mobile & Ground-Level Offices, Modular Buildings, and Storage Equipment

This agreement is made between Pac-Van, Inc., herein called the Seller, and Montvale Boro herein called the Purchaser, and is subject to the Equipment and/or Services Purchase Agreement Terms and Conditions attached hereto.

The purchaser is responsible for securing any and all applicable building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact, and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.

→
**Sign
Here**

Signature: Geoffrey Gibbons
Printed: Geoffrey Gibbons
Title: FIRE CHIEF
Date: 1/4/21

Signature: _____
Printed: Erika Minchin
Title: Sales Representative
Date: _____

From: Erika Minchin
Sent: Monday, January 4, 2021 2:43 PM
To: ggibbons@montvaleboro.org
Subject: Purchase Quote SFQ-655615 for Montvale Boro

Good Afternoon Geoff, Happy New Year. Yes it was very nice speaking with you. I hope you had a very nice holiday weekend. I spoke to Operations and since I originally sent the sale quote the containers have gone up on price a little. Can you please have your purchase order updated with the new sale price? I have included our W-9 and our BRC. We can deliver the sales the week of the 11th. Please let me know if this is good for you. Thank you Geoff. Have a great day
Keep Safe and Healthy

Erika Minchin
Sales Representative
Pac-Van, Inc.
113 How Lane, New Brunswick, NJ 08901
p: (215) 309-6863 - f: (267) 234-7711 - m: (732) 427-9623
EMinchin@pacvan.com

****Ask me about our new safe, secure and simple PV3 Safety Container.**

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 25-2021**

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 4, 2021; 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

Carol Manhart

From: Joseph Voytus <jwvoytus@boggialaw.com>
Sent: Tuesday, November 24, 2020 11:49 AM
To: Carol Manhart
Cc: Maureen Iarossi
Subject: Rates 2021

Carol,

We will keep our firm's rates the same for 2021.

Thanks.

Joe

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 26-2021**

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 4, 2021; 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

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, 2021 will be as follows:

	<u>2021 Proposed Fee</u>
Annual Audit	\$42,000
LOSAP Review	\$ 2,250
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, 2021
- Preparation of the Annual Debt Statement for the year ended December 31, 2021

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 \$19,000 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 2021 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, 2018 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. 27-2021**

RE: Award Professional Service Contract / Engineering Services / Maser Consulting P.A. (Colliers Engineering & Design, Inc.) 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. will be known as, Colliers Engineering & Design, Inc. 400 Valley Road, Suite 304, Mount Arlington, NJ 07856 were appointed at the Re-organization Meeting of the Governing Body on January 4, 2021; 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(Colliers Engineering & Design, Inc.), 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(Colliers Engineering & Design, Inc.), 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE, BERGEN COUNTY, NJ
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2021**

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

BILLING TITLES	HOURLY RATES
Project Manager	178.00
Senior Project Specialist	174.00
Project Specialist	168.00
Technical Professional	160.00
Technical Specialist	150.00
Specialist	135.00
Senior Data Technician	125.00
Senior Technical Assistant	120.00
Technical Assistant	110.00
Data Technician	100.00
Survey Crew – 2 Man	215.00
Survey Crew – 1 Man w/Robotic Equipment	195.00
Expert Testimony	330.00
Sr. LSRP	245.00
LSRP	230.00

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*	0.575/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. 28-2021**

RE: Award Professional Service Contract / Borough Planner / Maser Consulting, P.A. (Colliers Engineering & Design, Inc.) / 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. will be known as, Colliers Engineering & Design, Inc. was appointed at the Re-Organization Meeting of the Governing Body on January 4, 2021; 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 (Colliers Engineering & Design, Inc.), 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(Colliers Engineering & Design, Inc.), 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



**BOROUGH OF MONTVALE, BERGEN COUNTY, NJ
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2021**

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

BILLING TITLES	HOURLY RATES
Project Manager	178.00
Senior Project Specialist	174.00
Project Specialist	168.00
Technical Professional	160.00
Technical Specialist	150.00
Specialist	135.00
Senior Data Technician	125.00
Senior Technical Assistant	120.00
Technical Assistant	110.00
Data Technician	100.00
Survey Crew – 2 Man	215.00
Survey Crew – 1 Man w/Robotic Equipment	195.00
Expert Testimony	330.00
Sr. LSRP	245.00
LSRP	230.00

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*	0.575/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. 29-2021**

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, 2021 through December 31, 2021; 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 \$9,050.00 for the period January 1, 2021 through December 31, 2021 for the service contract, and \$80.00 for labor rate as described in the Service Agreement;

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

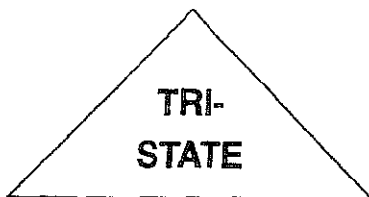
Adopted: January 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



TECHNICAL COMPUTER SERVICES INC.

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

November 10, 2020

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 2021 will remain \$80.00 per hour and the service contract will increase to \$9050.00.

If you have any questions, please call.

Sincerely,

Dino George
Vice-President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 30-2021**

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, 2021/Professional Insurance Associates, (P.I.A) A Division of World Insurance Associates, LLC

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. (P.I.A.) A Division of World Insurance Associates, LLC** 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, (P.I.A.) A Division of World Insurance Associates, LLC, 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

AGREEMENT

RISK MANAGEMENT CONSULTANT

THIS AGREEMENT made on the _____ day of _____, 2021
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**.

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, 2021 through December 31, 2021** 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.)

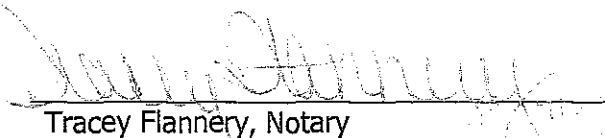
IN WITNESS WHEREOF, the said **MUNICIPALITY** has caused this instrument to be signed by its presiding officer, attested to by the **MUNICIPALITY** Clerk and its seal to be hereunto affixed, pursuant to resolution of the **MUNICIPALITY** adopted for that purpose and the said **RISK MANAGEMENT CONSULTANT** 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.

ATTEST:

BOROUGH OF MONTVALE

By _____

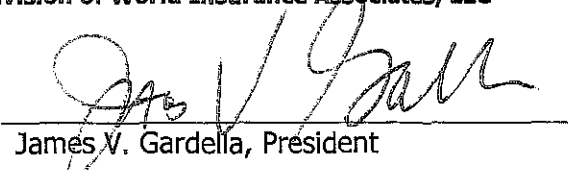
ATTEST:


Tracey Flannery, Notary

TRACEY FLANNERY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 18, 2025

PROFESSIONAL INSURANCE ASSOCIATES
A Division of World Insurance Associates, LLC

By


James V. Gardella, President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 31-2021**

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, 2021 / PIA, A Division of World Insurance Associates, LLC

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., A Division of World Insurance Associates, LLC** 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, 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

AGREEMENT

CONSULTANT/BENEFITS COORDINATOR

THIS AGREEMENT made on the _____ day of _____, 2021
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

P.I.A. SECURITY PROGRAMS,
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 "**CONSULTANT/BENEFITS COORDINATOR**".

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 **P.I.A. SECURITY PROGRAMS, A Division of World Insurance Associates, LLC,** as the **CONSULTANT/BENEFITS COORDINATOR** to render certain professional services as insurance broker of record for the **MUNICIPALITY**; and

WHEREAS, the **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR**, 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 **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR** shall seek payment from the **MUNICIPALITY** without written authorization by the **MUNICIPALITY** pursuant to law.
- 1.5 The **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR**.

2. REMUNERATION

- 2.1 The **CONSULTANT/BENEFITS COORDINATOR** shall receive as remuneration for the services provided, as follows:
 - For the Employee Health Benefits Program administered by the Bergen Municipal Employee Benefits Fund (BMED), a fee of approximately \$7,077. (based upon 33 EE x \$17.87 PEPM) as promulgated by the BMED thereof.
 - For the Employee Medical Benefits Program a fee of \$5,500. annually, invoiced quarterly by the **CONSULTANT/BENEFITS COORDINATOR** after the close of each quarter.
 - For any coverages not provided by the **MUNICIPALITY's** membership in the BMED, the **CONSULTANT/BENEFITS COORDINATOR** shall receive as remuneration, the standard commissions paid by the carrier.

3. TERM OF AGREEMENT

- 3.1. The **TERM OF CONTRACT** shall be from **January 1, 2021 through December 31, 2021** 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 **CONSULTANT/BENEFITS COORDINATOR** based upon the merits and abilities of the **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR**, 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 **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR** 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 **CONSULTANT/BENEFITS COORDINATOR** 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.

ATTEST:

BOROUGH OF MONTVALE

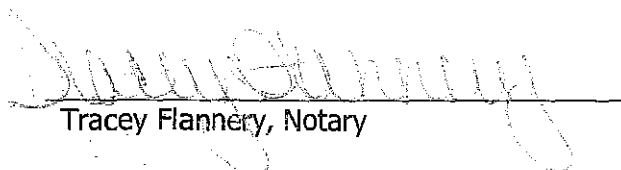
By _____

ATTEST:

P.I.A. SECURITY PROGRAMS

A Division of World Insurance Associates, LLC

By _____


Tracey Flannery, Notary


James V. Gardella, President

TRACEY FLANNERY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 18, 2025

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

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 2021 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 2021 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, 2021, copy of which is attached to this resolution for the base amount of \$10,500.00 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

TYCO ANIMAL CONTROL SERVICE

Dependable Professional Animal Control.

We are always there when you need us!

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

Contract of Services for Borough of Montvale

Contact: Carol A. Tyler
Licensed Animal Control Officer

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 \$10,500.00 per annum to be paid monthly, effective January 1, 2021. This price will remain in effect through December 31, 2021.

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

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 33-2021**

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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

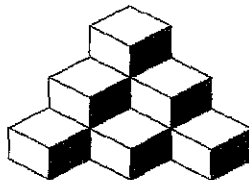
Piazza & Associates
Affordable Housing Services

Proposal

submitted to

The Borough of Montvale
Bergen County, New Jersey

2021



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), for direct downloading on its own website (www.HousingQuest.com), at the municipal building and other such places as may be required. The application and other information can also be made available to be linked from the Borough web site if desired by the Borough.
4. P&A will mail Preliminary Applications upon request, and answer questions, via telephone and e-mail, as needed. A special e-mail address will be established that will be dedicated to the affordable housing services of the Borough.
5. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission. Applications will be subject to random selection as may be required by the Regulations, but P&A will maintain the priority order of applicants (waiting list) once the applicants have been subject to a random selection process.

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

C) Sales Units

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

D) Rental Units

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

E) 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, 2021. 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

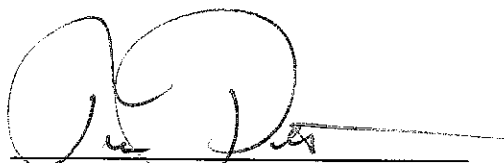
compliance reports outlined above, all forms, web and e-mail services, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

* 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 30, 2021

ACCEPTANCE

Accepted on behalf of the Borough of Montvale

BY:

Date: _____

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 34-2021**

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

WHEREAS, the Borough of Montvale is desirous of continuing the services of a professional company for the graphic design of the Borough newsletter 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 2021 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 Flanagan Productions to perform the above-referenced services for the price and on the terms set forth in the Flanagan 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 Flanagan Productions, for the price and on the terms set forth in the Proposal submitted by Flanagan Productions; and

BE IT FURTHER RESOLVED that the pricing for this contract shall be as set forth in the Flanagan Productions proposal but shall not exceed \$1,140.00 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



FLANAGAN PRODUCTIONS

Flanagan Productions, LLC
551-655-0888

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

Billed To
Maureen Iarossi-Alwan
The Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey
07645
United States

Date of Issue
01/04/2021

Invoice Number
4363

Amount Due (USD)
\$1,140.00

Securely Pay This Invoice

 BSN®

Description	Rate	Qty	Line Total
Basic Newsletter Layout	\$95.00	12	\$1,140.00
Charged as a single hour at hourly clerical rate.			
Subtotal			1,140.00
Tax			0.00
Total			1,140.00
Amount Paid			0.00
Amount Due (USD)			\$1,140.00

Notes

Flanagan Productions, LLC will provide a basic newsletter layout and coordinate distribution via Mailchimp, social media, and website. Articles must be received by the 20th of the month for completion by the 1st. If the 1st is a weekend or holiday, distribution will take place by the end of the day the following business day. Flanagan Productions, LLC does not provide content editing or writing services. The client is responsible for providing all content and ensuring the copyright restrictions are not violated. Pricing assumes continued use of the existing template and single-column design. Clerical hourly rates of \$95/hr apply for template redesigns plus additional hourly rates for monthly layout when applicable. The client must supply articles, photos, and other materials in the order in which it should appear in the newsletter and in "ready to print" format. Includes one round of revisions. Additional revisions at a clerical hourly rate of \$95/hr.

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 35-2021**

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 2021 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 \$17,644 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

Carol Manhart

From: John Flanagan <John@govsites.com>
Sent: Monday, November 09, 2020 3:49 PM
To: Maureen Iarossi; Carol Manhart
Subject: 2021 Pricing
Attachments: Montvale_2021_Website.pdf

Hello,

Please see attached for the 2021 website quote. We had originally discussed a recreation website in 2020 but COVID put that on hold... Would you like me to include that in the 2021 quote?

Something that you may want to consider is that we offer a multi-year discount of 10% off of website management, a free website design refresh at the end of the third year, and the ability to lock in pricing by pre-paying for 3 years. At the end of the third year, you would be eligible for a free design refresh to our most current layout at no charge. With the free design refresh (\$5,500 value), this would save approximately \$9,424 over the course of the three years in addition to avoiding any price increases until 2024. I have provided a pricing breakdown at the bottom of this email.

Please let me know if you would like to review the two options for a single year and multi-year renewal. Both options may be processed through SHI on state contract if desired.

There is a small policy change in lieu of a price increase. We are going to be modifying the formal deadline for same-day content updates to be 3:00pm. Although our official policy will change to require same-day updates to be received by 3:00pm, we will continue to process late requests whenever possible. You will also retain full access to your website's alert notification bar to make after-hours changes as needed.

If you have any questions or if you would like to review the services that are offered, please let me know.

Option 1:

- One year: \$17,644 (\$13,080 web, \$588 forms, \$3976 social)

Option 2:

- Three years: \$49,008 (\$35,316 web [\$3,924 savings], \$1764 forms, \$11,928 social)
- Free Design Refresh with updated enhancements after 3 years

Please let me know if you would like to discuss any of the options.



GovSites
SPATIAL DATA LOGIC

Montvale

Website Design & Management

ABOUT US

Who We Are

GovSites is a complete municipal website solution with flexible designs and management packages to meet the needs of both small towns and county governments alike.

We are a division of Spatial Data Logic, who has provided municipal management software to over 190 municipalities and services over to 3.6 million residents in the State of NJ.

What We Do

GovSites is a one-stop option for getting your website set up, maintained, and expanded. We work with you to implement your design, migrate content from your current website, and perform webmaster services to keep the website consistent & up-to-date. Clients wishing to streamline their municipal processes, such as permits, complaint management, and registrations benefit from our integration with Spatial Data Logic's municipal management software.

We Are Local

With offices in Somerset and Union City, NJ we are proud to serve our local community.

"Our recent move to SDL Sites [GovSites] was a success on all fronts... The feedback we have received from our residents has all been very positive. The site has a very crisp clean look, is easy to navigate, and is a vast improvement over our old site.

Sarah Brake - Hillsborough Township

DEEP ROOTS

Municipal websites managed by GovSites have been online since 2013. We have an extensive understanding of the specific web needs of municipalities and government agencies. Our platform was designed to make it easy for local government staff to maintain their own websites, but we offer extensive support options, including dedicated off-site webmaster services.

LOOKING FORWARD

In 2019, GovSites was acquired by Spatial Data Logic, a New Jersey government software company. The acquisition has created a complete government technology ecosystem, from the management of the agency to the interaction with businesses and residents. This proposal is based on website setup and only, but the system framework makes it easy to enable software features in the future.

MEET THE TEAM

During the setup and deployment of your website, you will be working with the staff below. We have full support and customer success team available once your website is online.



Jack Flood III

Jack is the Vice President of Operations with more than 25 years of experience. He ensures our client's needs are being met from a software, web and customer service standpoint.

He oversees the sales, customer success, marketing, technical support and training teams.



John Flanagan

John Flanagan has worked with local government since 2010 and has specialized in local government websites since 2013. As the owner of GovSites, he developed and maintained municipal websites for many New Jersey municipalities.

In 2018, John led the development of SDL Sites and in 2019, GovSites was acquired by Spatial Data Logic.



Madison Franczak

Madison Franczak joined with Spatial Data Logic in September of 2020. With a background in web, print and branding, she brings creativity and strategic thought to all of her work. Madison helps with web design, new website deployment, content management, and ongoing support.

OUR COMPANY



2003 Municipal Software Introduced

While software and GIS mapping is not a part of this proposal, it is a key part of our company story and shows our deep roots in local government. Established in 1993 as a mapping and engineering firm, Spatial Data Logic began to provide government agencies with the ability to attach data to map parcels in 2003. They soon grew to become one of NJ's largest municipal management software providers.

2013 Municipal Websites Introduced by GovSites

GovSites, the website division of Spatial Data Logic, was established in 2013 by Flanagan Productions, LLC. GovSites was built to provide complete website management, providing municipalities with the ability to enjoy a hands-off approach to performing updates on their municipal websites.

2018 SDL Sites Established

In 2018, GovSites owner John Flanagan partnered with Spatial Data Logic to establish a unique solution to provide municipalities with the ability to enjoy a one-stop-shop for their website and management software. SDL Sites is a municipal website system that integrates with Spatial Data Logic's suite of products, making it easy to serve residents with custom information based on their property and account.

2019 Spatial Data Logic Acquires GovSites

After providing web consulting services to Spatial Data Logic for over a year, Spatial Data Logic acquired GovSites to establish a complete website solution. GovSites by Spatial Data Logic provides standalone government websites that may be used in conjunction with SDL's suite of products but do not require the use of the software.

CLIENTS

Current Spatial Data Logic Website Clients

Bernards, NJ	Flemington, NJ*	Oceanport, NJ	Secaucus Police
Carlstadt MUA	Hamilton Police*	Old Tappan, NJ*	Secaucus, NJ
Carlstadt Polce, NJ	Hamilton, NJ*	Park Ridge Police	Teterboro, NJ
Chatham, NJ*	Hillsborough, NJ	Park Ridge, NJ	Tinton Falls, NJ
Evesham, NJ*	Lambertville, NJ	Raritan, NJ*	*in development
Ewing, NJ	Montvale Recreation*	Ridgefield Park Police*	
Ewing Police*	Montvale, NJ	Secaucus Coalition	
Genessee County, MI	Ocean City, NJ*	Secaucus MUA	

Current Spatial Data Logic Clients - Combined Web & Software

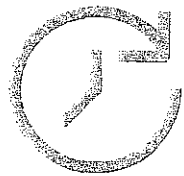
Asbury Park City	Flemington Borough	Millstone	Rivervale
Barrington Borough	Florham Park Borough	Mine Hill Township	Rockaway Township
Bass River Township	Frankford Township	Montague Township	Rockleigh
Bayonne	Franklin Township	Montclair Township	Roseland Borough
Beachwood	Frenchtown	Montvale Borough	Roselle Borough
Berkeley Heights Township	Garwood Borough	Montville Township	Roselle Park Borough
Berkeley Township	Glassboro Borough	Moorestown Township	Roxbury Township
Bernards Township	Glen Ridge Borough	Morris Township	Rumson Borough
Bernardsville Borough	Guttenberg Town	Morristown Town	Saddle River
Bloomfield Township	Hackensack	Mount Olive Township	Scotch Plains
Boonton Town	Hamilton Township	Mountain Lakes Borough	Secaucus Municipal Utilities
Boonton Township	Hamilton Township	Mountainside Borough	Secaucus Town
Bound Brook Borough	Harding Township	Netcong	Shiloh Borough
Bradley Beach Borough	Haworth Borough	New Brunswick	Shrewsbury
Branchburg	Hawthorne Borough	New Providence Borough	Somerville
Brick Township	Highland Park Borough	Newton	South Toms River
Bridgeton City	Hillsborough Township	North Brunswick	Sparta Township
Bridgewater Township	Holmdel	Norwood Borough	Springfield Township
Burlington City	Hoboken City	Nutley Township	Stratford Borough
Burlington Township	Hopewell Township	Oakland Borough	Summit
Byram Township	Howell Township	Ocean City	Teterboro Borough
Carlstadt Sewerage Authority	Irvington	Oceanport	Tinton Falls
Cedar Grove Township	Island Heights	Ocean Gate	Toms River
Chatham Borough	Jefferson Township	Old Tappan	Union City
Chatham Township	Jersey City	Oradell Borough	Ventnor City
Cherry Hill Township	Keyport Borough	Orange Township City	Vernon Township
Clinton Township	Kingwood Township	Palisades Park	Verona Township
Closter	Lacey Township	Park Ridge Borough	Vineland City
Cranford Township	Lafayette Township	Passaic City	Warren Township
Cresskill Borough	Lambertville	Paterson City	Washington Township
Deptford Township	Little Egg Harbor Township	Pequannock Township	Watchung
Dumont Borough	Little Falls Township	Perth Amboy City	West Caldwell Township
Eagleswood	Little Silver Borough	Phillipsburg Township	West Deptford
East Hanover Township	Livingston Township	Piscataway Township	West Milford Township
East Orange	Long Hill Township	Point Pleasant	West New York Town
Eatontown Borough	Madison Borough	Rahway City	West Windsor Township
Emerson Borough	Manchester Township	Randolph Township	Westampton Township
Englewood Cliffs Borough	Manville Borough	Raritan Borough	Westfield Town
Essex Fells Borough	Maplewood Township	Raritan Township	Wharton Borough
Evesham Township	Marlboro Township	Readington Township	Woodbury City
Ewing Township	Medford Lakes Borough	Ridgefield Park Village	Woodbury Heights Borough
Fair Haven Borough	Mendham	Ridgewood Village	Woodcliff Lake
Fanwood Borough	Millburn Township	River Edge Borough	

MANAGEMENT

What is Management?

Simply put - Management is a complete municipal webmaster solution. In most municipalities, there isn't a single person whose job description is "webmaster". It often falls on the shoulders of different people or is the secondary responsibility of the clerk, administrator, or IT department. For many years, this worked, but as municipal websites become the go-to source of information for residents, they are demanding more.

At GovSites, we are a single source to gather, convert, distribute and archive municipal website information. This means that updating your website content, adding new pages, or changing the look of the site is as easy as sending an email.



Unlimited Content Updates

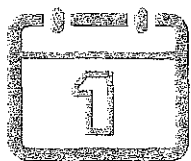
With GovSites, we are a single channel for all municipal communications. Information is sent directly to GovSites. We then review the content, perform necessary conversions, schedule the information to publish at an appropriate time, distribute the info across all of our managed channels, and archive the content when it is no longer relevant. All requests are tracked using a simple ticketing system.

In most cases, website updates are completed same-day if received by 3pm.

Ongoing Builds

In addition to performing content updates, GovSites management includes the option to continue the site build long after the launch. This means that new pages, sections, features, and navigation structures can be added to your site at any time.

Gone are the days of adding content in the "best available place". If it doesn't fit perfectly in an existing part of your website, we will keep building the site so that the website itself grows with new information instead of getting cluttered.



First Year Management

Management is always included for the first year. We know that your website isn't going to be finished the day that it launches. Feedback from residents, elected officials, and municipal staff will result in the need to continue design and implementation far after the initial launch of the website. With management being included, simply email us the content revisions and we will keep designing the site. Most clients continue management beyond the first year, but this is optional and you may choose to downgrade to hosting & support only at your renewal.

Hosting & Security

Whether GovSites is providing complete management or hosting & support only, we maintain your websites servers, security, and backups. All websites benefit from multiple levels of firewall and security protection, including the website itself and the servers that are hosting the site. In addition, GovSites takes a full backup of the entire website daily. All backups are held for at least 30-days on a different server, making it easy to restore your website if needed.



Training

With management, only very basic training is required. Generally, clients who utilize the GovSites management services only need to log into their websites to post alerts during emergencies. Everything else is maintained by dedicated GovSites webmasters. Access to a web-based training platform is available along with two hours of remote video conference Q&A for clients who choose hosting & support only after the first year.

PRICING INFORMATION

Website Management

Hosting, Support, Training & Management (annual) Complete webmaster services - Same-day 3pm cutoff Same-day content updates Analytics management Ongoing page builds & site expansion Third-party integration setup Core system updates Security updates & management Modules, extensions, and licensing Web-based training access Website storage & transfer Daily website backups	\$13,080
ADDITIONAL OPTIONS	
Advanced Forms (Recreation)	\$588
Social Media Management & Archiving (Borough)	\$3,000
Social Media Archiving - Police / Recreation	\$976
2021 Cost	\$17,644

For detailed pricing information, please see the attached statement of work.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

SPATIAL DATA LOGIC, INC.

ADDRESS:

285 DAVIDSON AVE SUITE 302
SOMERSET NJ 08873

EFFECTIVE DATE:

06/25/97

TRADE NAME:

SPATIAL DATA LOGIC

SEQUENCE NUMBER:

0100335

ISSUANCE DATE:

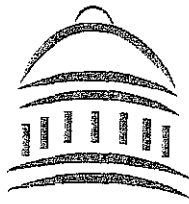
11/14/14

James J. [Signature]
Director
New Jersey Division of Revenue

FORM-BRC

(04-00), D200046V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



GovSites
SPATIAL DATA LOGIC

**Statement of Work
for
Montvale, NJ**

GovSites

Maureen Iarossi-Alwan

November 3, 2020

**Spatial Data Logic
285 Davidson Ave, Suite 302
Somerset, NJ 08873**

Primary Contact: John Flanagan
[Jflanagan@SpatialDataLogic.com](mailto:jflanagan@SpatialDataLogic.com)

GovSites | Spatial Data Logic
285 Davidson Ave, Suite 302
Somerset, NJ 08873

(732) 357-1280
(732) 357-1299 fax

www.SpatialDataLogic.com



Maureen Iarossi-Alwan
12 Mercedes Drive
Montvale, NJ 07645

November 3, 2020

GovSites by Spatial Data Logic Budgetary Proposal

Thank you for taking the time to explore the products and services offered by Spatial Data Logic. Based on your request, I have prepared this document for your review.

This estimate covers GovSites options for your consideration.

In many cases, your website is the only connection that residents have with their governing body or public agency. Despite the obvious importance of this connection, it is often an afterthought in the day-to-day operations of the community

This is one of the reasons why we have launched GovSites by SDL in addition to the seamless integration of all of the SDL Platforms such as SDL Portal, SDL Citizen and future services that will make your website a smart site...a GovSite.

The balance of this estimate will address the Project Scope, Estimated Cost of Each Project Element, Estimated Timeline for the Project, Software and Service Pricing, Terms and Conditions, and a Schedule of Labor Rates.

Should you have any questions or require additional information, please feel free to contact me via telephone at (732) 357-1280 or email at jflanagan@SpatialDataLogic.com.

Very truly yours,

SPATIAL DATA LOGIC
John Flanagan
Director of Sites



Scope of Project

Hosting

GovSites by Spatial Data Logic is a hosted municipal website based that provides unmetered bandwidth and storage. This means that you should never need to worry about running out of space or transfer. The direct hosting of photos albums, videos, and audio is not included; however, we can utilize third-party integrations to accomplish these additional hosting needs. All hosting, security update, complete content management, support, and nightly backups is included. The client is responsible for providing all legal terms and accessibility statements for the website.

Management

GovSites by Spatial Data Logic provides same-day support for most content change requests to department websites. For fulfillment by 11:59pm Eastern Time the same business day, requests must be received by 3pm Eastern Time Monday - Friday, excluding holidays listed on www.GovSites.com/Support. Requests qualifying for the same-day support include document conversion and posting (up to 10 documents), newsfeed items, calendar updates (up to 10 requests), in-line content updates, error corrections, emergency posts and banners, minutes & agendas. If additional information is requested by GovSites and not received by the 3pm deadline or if requested updates exceed the same-day criteria, requests may be held until the next day or until the information is received.

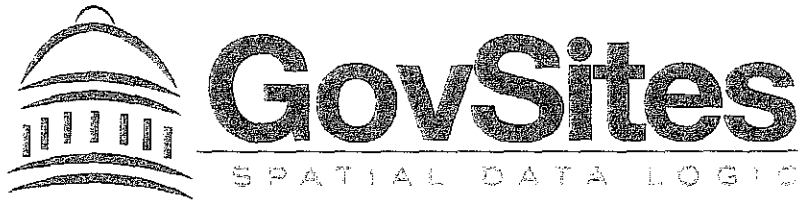
Major site changes, new pages, menu changes, analytics management, photo updates, structure updates, wireframe updates, form additions, and other requests not specified in the same-day update service do not apply. Although these requests will be fulfilled as part of the complete management agreement, GovSites will provide an estimated time of completion at the time the request was received.

Clients maintain access to the website for after-hours emergency posts or self-updates.

Although we typically make updates throughout the day to all websites, service may not be completed until after hours, regardless of what time the request was received.

Website Content

The client is responsible for supplying all site content and ensuring that local, state, county, and federal requirements are met regarding information distribution. Furthermore, the client is responsible for ensuring that supplied content does not violate copyright requirements. All content must be provided to GovSites by Spatial Data Logic via support@govsites.com in "ready to post" format. With the exception of document conversion and content formatting for web distribution. Spatial Data Logic does not provide content editing services unless expressly contracted as part of this agreement. The client may request periodic reminders from Spatial Data Logic to submit information, however, Spatial Data Logic cannot guarantee that reminders will be delivered to the client's inbox and client should not rely on out automatic reminders to submit required site content. Spatial



Data Logic will perform the technical webmaster service under the direction of the client. The client is responsible for verifying that all content requests have been completed as requested.

Additional Services Available

Forms

Advanced forms are made available through a third-party provider account established on behalf of the client. Spatial Data Logic will design, code, and deploy forms to meet the specific needs of the community. The client is responsible for establishing and maintaining the Stripe account and ensuring that it meets the legal requirements for Government Entities in the client's location. The forms may be used to submit registration, sign up for events, and etc.

The fee includes up to 10 digital form creations per year, one municipal user account, up to 1000 form submissions per month, and up to 1gb account storage.

Social Media Archiving & Management

GovSites by Spatial Data Logic offers social media management. All Facebook posts will coincide with new website updates and drive additional traffic to the website. In addition, GovSites performs backups of the entire social media account, including all comments, shares, likes, and posts. This allows records requests to be fulfilled and creates a public document for all social media activity. Backups to social media and the website are taken at least once per day. Spatial Data Logic does not answer questions, interact with the public, answer messages, or respond to comments. The social media account is used for dissemination of information only.

Clients who utilize Social Media Management may add-on "Archiving Only" supplemental pages. For archiving only, GovSites will not maintain the content.



GovSites Pricing

Spatial Data Logic is pleased to offer the following pricing to Montvale for the GovSites by Spatial Data Logic based on our initial discussion and the information on the prior pages.

Website Management	\$13,080 / Annual Charge
Forms	\$588 / Annual Charge
Social Media Management & Archiving	\$3000 / Annual Charge
Social Media Archiving (Police)	\$468 / Annual Charge
Social Media Archiving (Recreation)	\$468 / Annual Charge
2021 Total	\$17,644

If you would prefer to use the state contract, this would be quoted by SHI at approximately the same price. Please let us know so we can contact them.



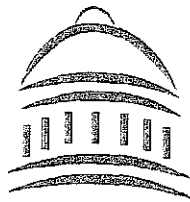
Terms and Conditions

- A. The prices quoted herein will be valid for a period of ninety days. Please contact SDL at (732)357-1280 for a new quote if your proposal has expired.
- B. Payments to SDL will be required at three major project milestones:
 - 1. Submission of PO or Contract to SDL – 100% of the Setup Fee
 - 2. Completion of Installation -100% of Fees Associated with Migration and Management
- C. All outstanding invoices beyond sixty (60) days will accrue interest at the rate of 1½% per month.
- D. Design blocks are valid for 1-year and are non-refundable.



Licensing and Services Rates for 2021

A. Enterprise Licensing	
i. Typical Single Computer / User license	\$ 1,800 /year
ii. Typical Department (up to 5 users/computers)	\$ 8,250/year
iii. Typical Small Town (up to 10 users/computers)	\$ 15,500/year
iv. Typical Medium Town (up to 25 users/computers)	\$ 32,500/year
v. Typical Medium/Large Town (up to 50 users computers)	\$ 45,000/year
vi. Typical Large Town (up to 100 users/computers)	\$ 55,000/year
vii. Typical City/County (up to 300 users/computers)	\$150,000/year
viii. Portal charge for Single or additional towns	\$ 1,000/year
ix. 3 years Multiple years (prepaid up front)	10% discount
x. 5 years Multiple years (prepaid up front)	20% discount
B. Data Integration	
i. Department from known Vendor databases	\$ 3,000/db
ii. Department from unknown Vendor databases	\$ 4,000/db
iii. Module Activation Fee (No Import)	\$ 500
C. Installation and Training Services	
• Installation – Price for Initial Install	
i. Single Computer	\$ 1,000
ii. Small Town	\$ 2,400
iii. Medium Town	\$ 4,000
iv. Large Town	\$ 6,000
v. City/County	\$ 8,000
vi. Price for Additional Installs (per computer)	\$ 500
i. Training	
i. Onsite Training With One Department	\$ 3,500
ii. Onsite Each Additional Department	\$ 2,500
ii. Training Center	
i. Single License – 1 course / year	\$ 250
ii. Department – 5 courses / year	\$ 1,250
iii. Small Town – 10 courses / year	\$ 2,500
iv. Medium Town – 25 courses / year	\$ 5,000
v. Medium/Large – 50 courses / year	\$ 7,500
vi. Large Town – 100 courses / year	\$10,000
vii. City/County – 300 courses / year	\$22,500



GovSites

SPATIAL DATA LOGIC

D. SDL Hosting Services — Includes hosting, client access, SQL License and backup.

i. Typical Single User license	\$ 3,000/year
ii. Typical Department (5 users)	\$ 5,400/year
iii. Typical Small Town (10 users)	\$ 8,400/year
iv. Typical Medium Town (25 users)	\$17,400/year
v. Typical Medium/Large Town (50 users)	\$32,000/year
vi. Typical Large Town (100 users)	\$62,400/year
vii. Typical County/City (300 users)	\$182,400/year
viii. Typical Single User license - Monthly	\$ 300/month
ix. Typical Department (5 users) - Monthly	\$ 550/month
x. Typical Small Town (10 users) - Monthly	\$ 850/month
xi. Typical Medium Town (25 users) - Monthly	\$ 1,750/month
xii. Typical Medium/Large Town (50 users) - Monthly	\$ 3,200/month
xiii. Typical Large Town (100 users) - Monthly	\$ 6,250/month
xiv. Typical County/City (300 users) - Monthly	\$ 18,250/month

E. SDL Sites

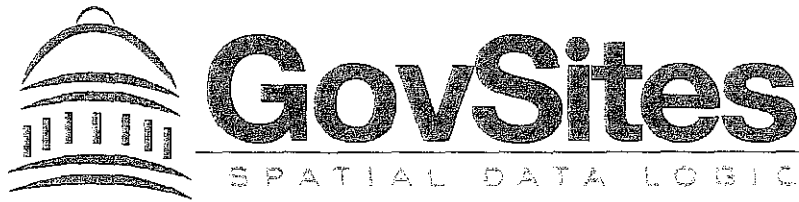
i. Hosting – Single Site	\$ N/C
ii. Hosting – Additional Sites	\$ 500/year
iii. Website Initial Setup – Onetime	\$ 2,500
iv. Website Document Migration – per 500 documents	\$ 2,500
v. SDL Migration Design Blocks	\$ 250 /block
vi. Website Content Management – per site	\$ 9,600/site/yr

F. SDL Online Plan Review*

i. Beta period	\$ N/C
ii. Per Submitted Permit (paid direct or from applicant)	\$ 10

*requires "Named Users" licenses allocated to each subcode and plan reviewer

Additional services will be provided as requested and as authorized in writing. The cost of Additional Services will be billed as actual labor cost plus expenses calculated in accordance with the standard schedule of fees (attached).



SPATIAL DATA LOGIC

SCHEDULE OF HOURLY RATES

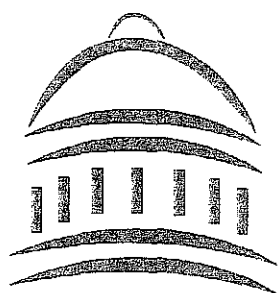
2021

LABOR RATES

Hourly Rate

Senior Project Manager	\$ 250.00
Project Manager	200.00
Programmer	200.00
Training Technician	175.00
Website Manager / Tech	135.00
GIS Specialist	125.00
Computer / Network Technician	125.00
GIS Technician	95.00
Field Technician	75.00
Clerical/Data Entry	70.00

Hourly rate includes direct salary, overhead and profit. All out-of-pocket expenses are invoiced at cost plus 10%. Mileage from our office is invoiced at the rate of \$0.75 per mile



GovSites

S P A T I A L D A T A L O G I C

285 Davidson Ave #302

Somerset, NJ 08873

Sales@SpatialDataLogic.com | 732-357-1280



Recycling in Montvale



Montvale takes recycling VERY seriously and provides 2 different venues to make it easy for residents, and help ensure we all do the right thing for our environment. The following lists the rules regarding the two processes and how we must handle various recyclable items. For more details and pickup schedules go to montvale.org or call 201-391-5700

NOT Recyclable: >Styrofoam (Polystyrene - Recycle Code #6) *
>Cardboard Beverage Containers*
>Greasy Pizza Boxes*
>Plastics with Recycle Code #7 *
>Gas-Propane / Paint Cans/Oil **

Curbside Recycle Pickup

Run by Westphal Waste Services

- Comingle Allowed (single stream)
 - Newspapers tied and bundled
 - Flattened Cardboard
 - Clean Tin/Aluminum Cans+Bottles
 - Clean Plastic/Glass Bottles/Cans
 - Shredded paper in clear plastic bags
 - No Plastic Bags other than for shredded paper (see Recycle Ctr)
- No Electronics
- No Motor Oil or Batteries**
- No Appliances***
- 50 Pounds Max Weight per pail
- IF IN DOUBT – THROW IT OUT

Recycle Center

Run by Pascack Valley DPW

- Separation Required
 - Paper (not shredded)
 - Cardboard
 - Aluminum/Glass Cans/Bottles (all must be clean)
 - Plastic Bottles (Code #1,2,3,5)
 - Metal Items
 - Electronic Equipment
 - Plastic Bags Video HERE
 - > Recycle Code #2 or #4 ONLY
 - > Must stretch and NOT crinkle
 - Yard Waste (No Stumps or Logs)
 - Clothing in bags
- No Motor Oil or Batteries**
- No Non-Recyclable Garbage!
- IF NOT SURE ask DPW workers
- IF IN DOUBT – THROW IT OUT

PLEASE BE CAREFUL – A wrong item placed into recycling may contaminate the entire load and send it all to landfill!

- * These items go into regular garbage
- ** These items should be brought to Hazardous Waste Events as posted
- *** See montvale.org for appliance pickup information

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 36-2021**

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) \$90.00 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 12, 2021

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

Carol Manhart

From: Maureen Iarossi
Sent: Tuesday, November 03, 2020 2:07 PM
To: Carol Manhart
Subject: FW: 2021 Rates

From: Laura Nelson <ln@surenian.com>
Sent: Tuesday, November 03, 2020 9:32 AM
To: Maureen Iarossi <miarossi@montvaleboro.org>
Subject: 2021 Rates

Hello Maureen:

I am in receipt of your letter requesting our fees for 2021. Our rates will be as follows: \$200 for Jeff, 185 for the other attorneys; 90 for paralegals and our standard disbursements charges from previous years.

Please let me know if you would like me to send in a contract.

Thank you
Laura Nelson

SURENIAN, EDWARDS & NOLAN, LLC
707 Union Avenue, Suite 301
Brielle, New Jersey 08730
Tele: 732-612-3100
Fax: 732-612-3101

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**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 37-2021**

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 2021; 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

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

Attorneys at Law

RONALD A. DARIO*
SHELLEY ALBERT*
PATRICK METZ*
BRIAN E. EYERMAN, LL.M.*
MARILYN J. CANDA
PAUL J. CONCANNON
WILFREDO J. ORTIZ, II*
DAVID M. KROUSE

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
ANNA MARIE FORTUNATO*

* Certified Civil Trial Attorney
* Member N.J. & N.Y. Bars
* Member N.J. S.D.C. Bar
* Member N.J. S.P.L. Bar
* MEMBER N.J., N.Y. & PA. Bars

❖ PLEASE RESPOND TO HACKENSACK OFFICE ❖

November 30, 2020

Carol Manhart
Administrative Assistant to Borough Administrator
Borough of Montvale
12 Mercedes Drive
Montvale, New Jersey 07645

Re: Compensation for 2021/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. The 2020 awarding resolution is 34-2020 and our fees would remain the same for 2021.

Please feel free to contact me should you have any further questions. I remain,

Very truly yours,



Brian Eyerman, LL.M., Esq.

314 48TH 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-I
NEW YORK, NEW YORK 10005
(212) 566-4060

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 38-2021**

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 Sclafani, Esq.

WHEREAS, the salary of the Public Defender shall be \$10,000; and

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

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

WHEREAS, the term of these contracts shall commence on January 1, 2021, and shall continue for the remainder of the calendar year 2021; 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

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
HOLLY KIMMEL~
JESSICA L. SIMON*

Telephone: (201) 487-4747

Facsimile: (201) 487-7601

www.aronsohnweinersalerno.com

email@aronsohnweiner.com

RICHARD F. ARONSOHN
(1938-1996)

*Member NY Bar
~Member Fla Bar

November 24, 2020

Borough of Montvale
12 Mercedes Drive, 2nd Floor
Montvale, New Jersey 07645

Attention: Maureen Iarossi-Alwan
Administrator/Municipal Clerk

Re: Public Defender - Pascack Joint Municipal Court
Professional Services Fees-2021

Dear Ms. Iarossi-Alwan:

I am pleased to submit my fee proposal for my 32nd year of service to the Borough of Montvale. Please consider my request for an annual salary of \$10,000.00 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. 39-2021**

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 is adopted in accordance with the provisions of N.J.S.A. 40A:14-156, N.J.S.A. 40A:14-156.1, N.J.S.A.40A:14-156.4 AND N.J.S.A. App A:9-40.6; 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 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 40-2021**

RE: A Resolution Authorizing the Execution of an Interlocal Services Agreement with Northwest Bergen Central Dispatch for Emergency Dispatch Services

WHEREAS, N.J.S.A. 52:17C-6 requires all New Jersey municipalities to provide telephonic access to an appropriate Public Safety Answering Point (PSAP) serving the municipality; and

WHEREAS, regionalized provision of such services is a concept specifically endorsed by N.J.S.A. 52:17C-7; and

WHEREAS, Northwest Bergen Central Dispatch (hereafter referred to as "NWBCD") is a joint meeting established by the Borough of Glen Rock and the Village of Ridgewood pursuant to N.J.S.A. 40:48B-1, et seq. to provide, among other things, regional PSAP and dispatch services; and

WHEREAS, the Borough of Montvale is a New Jersey municipality with its offices at 12 Mercedes Drive, Montvale, New Jersey; and

WHEREAS, due to increasing costs of operations, capital improvements and maintenance, the Borough of Montvale has determined that it is in the public interest of the communities it serves to have its duties and responsibilities performed by NWBCD; and

WHEREAS, each of the parties is a governmental entity authorized to provide jointly for PSAP and dispatch services pursuant to the provisions of the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et seq.); and

WHEREAS, each of the parties has independently concluded that implementation of the New Jersey mandated Emergency Enhanced 9-1-1 Telephone System program on a shared basis is in the best interests of the taxpayers of the respective entities; and

WHEREAS, Montvale and NWBCD have negotiated the terms of an Interlocal Services Agreement entitled "INTERLOCAL SERVICES AGREEMENT FOR ENHANCED 9-1-1 SERVICE BETWEEN NORTHWEST BERGEN CENTRAL DISPATCH, A Joint Meeting AND THE BOROUGH OF MONTVALE," a copy of which is on file with the Borough Clerk and which is expressly incorporated herein by reference pursuant to N.J.S.A. 40A:65-5(b); and

WHEREAS, the Uniform Shared Services and Consolidation Act requires that the Shared Services Agreement be approved by resolution of the governing body of each participating municipality; and

WHEREAS, the Borough of Montvale is desirous of approving this Agreement and authorizing the Mayor to execute same.

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

1. The Interlocal Services Agreement referenced herein between the Borough of Montvale and NWBCD is hereby approved.
2. The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Interlocal Services Agreement on behalf of the Borough of Montvale.

3. All other appropriate officials, officers and employees are hereby directed, authorized and empowered to take all steps reasonably necessary to effectuate the provisions and purposes of this resolution including compliance with the Uniform Shared Services and Consolidation Act requirements.
4. Upon its execution, a copy of the Shared Services Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs, as required by N.J.S.A. 40A:65-4.
5. This resolution shall take effect immediately.

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

Adopted: January 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor



Northwest Bergen Central Dispatch

30 Garber Square, Ridgewood, New Jersey 07450

(201) 251-6701 (201) 251-6703 (Fax)

October 30, 2020

Ms. Maureen Iarossi-Alwan
Borough of Montvale
12 Mercedes Drive
Montvale, NJ 07645-1816

Dear Ms. Iarossi-Alwan,

We would like to thank you for your continued participation and support of Northwest Bergen Central Dispatch.

As we begin to prepare budgets for 2021, Northwest Bergen Central Dispatch was able to keep the annual increase to \$202,490.40. The new quarterly payment will be \$50,622.60.

NWB CD will continue to deliver high quality service to our customers. We appreciate the excellent working relationship with your community. The dedicated and professional staff at NWBCD are committed to providing the best service available anywhere and we look forward to exceeding your expectations in the coming year.

Sincerely,

Wayne A Loughheed
Director Northwest Bergen Central Dispatch
30 Garber Square
Ridgewood, NJ 07450

COPY

Providing a high quality gateway to public safety through technology and teamwork.

Blanket PO

00137 MIA 10140 250 000

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 41-2021**

RE: A Resolution Approving Amendments to the Existing Contracts with the Chief of Police and Captain of Police to Revise the Employee Contribution for Health Benefits

Whereas, Chief of Police Joseph Sanfilippo did previously execute a contract with the Borough of Montvale that runs through the end of 2021; and

Whereas, Captain of Police Douglas McDowell did previously execute a contract with the Borough of Montvale that runs through the end of 2021; and

Whereas, the Borough of Montvale has recently made changes to the structure of employee contributions towards health benefits throughout the Borough; and

Whereas, the Governing Body believes it is fair and equitable to amend the contribution percentages for the Chief and Captain to be consistent with the remainder of the Borough.

Now, Therefore, Be It Resolved that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute amendments to the contracts with the Chief of Police and Captain of Police in order to reduce the employee contribution percentages for health benefits to be consistent with those previously approved for all other employees in the Borough, subject to approval as to form by the Borough Attorney.

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

Adopted: January 12, 2021

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 42-2021**

**RE: Authorize Execution of Agreement with Katy Homeowners Association/
Municipal Service Agreement**

WHEREAS, the Condo Services Act provides for a phase in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by the municipality in lieu of such reimbursement; and

WHEREAS, an agreement has been negotiated between the Borough of Montvale and Katy Homeowners Association to satisfy the obligation of the Borough as provided by the Condo Service Act, which agreement is attached and made part of this resolution; and

WHEREAS, this agreement shall remain in effect for a five-year period to commence on January 1, 2021 and terminating on December 31, 2025; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale hereby authorize the execution of the attached Agreement on behalf of the municipality by the appropriate municipal officials.

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

Adopted: January 12, 2021

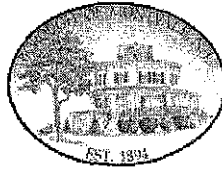
ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

BOROUGH OF MONTVALE



PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT

THIS PRIVATE COMMUNITY MUNICIPAL SERVICES AGREEMENT made this 29th day of December 2020, by and between the **BOROUGH OF MONTVALE**, with offices at 12 Mercedes Drive, Montvale, New Jersey 07645 (hereinafter the "Borough") and **KATY HOMEOWNERS ASSOCIATION** (hereinafter the "Association"), a homeowners association or other not-for-profit entity responsible for management of a qualified private community as defined in N.J.S.A. 40:67-23.2 et seq. (hereinafter the "Condo Services Act"), with its Treasurer Lovell Pinto having an address at PO Box 583, Montvale, New Jersey 07645.

WITNESSETH:

WHEREAS, the Condo Services Act, *N.J.S.A. 40:67-23.2, et seq.*, provides for a phase-in schedule for municipal reimbursement payment at the municipal cost for certain enumerated municipal services or the providing of such services by a municipality in lieu of such reimbursement, and

WHEREAS, Katy Townhomes includes less than a quarter mile of interior roadways ("Katy roadways"); and

WHEREAS, the Borough has determined that the Katy roadways would require at most six (6) streetlights to be consistent with the lighting provided in the Borough at-large, at a cost per-streetlight of \$152.00; and

WHEREAS, the Borough has further determined that the Katy roadways would require approximately six (6) hours per year spent on the removal of snow and other obstructions at the cost of \$110.00 per hour; and

WHEREAS, the municipal services covered by this Agreement consist solely of the following enumerated services (hereinafter the “Condo Services”):

- (1) Reimbursement for removal of snow, ice and other obstructions from the roads and streets; and
- (2) Reimbursement for the cost of lighting of the roads and streets, to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment; and
- (3) Collection, removal and disposal of leaves, recyclable materials and solid waste from the roads and streets.

WHEREAS, the Borough of the Association hereby agree that the Borough shall provide for the collection and disposal of solid waste and recyclable materials at Katy pursuant to its existing municipal contract for these services; and

WHEREAS, the Borough and the Association have agreed upon provisions for reimbursement to the Association by the Borough for other enumerated services in full satisfaction of the Borough’s obligations under the Condo Services Act.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration duly acknowledged, the parties hereto agree as follows:

1. Purpose and Interpretation. This Agreement is intended to implement the Condo Services Act as presently in force in the State of New Jersey and shall be interpreted in a manner consistent with said current statutory enactment. In

the event of any subsequent amendment to the Condo Services Act, this Agreement shall remain in full force and effect unless notice is given by the Borough of its intent to initiate modification of its provisions as a result of any such amendment.

2. Definitions. The following definitions shall apply in this Agreement:

- A. *Reimbursable Costs* include and are expressly limited to “Reimbursable Removal Costs” and “Reimbursable Lighting Costs” as said terms are defined below, and as calculated, adjusted and limited in accordance with this Agreement.
- B. *Reimbursable Removal Costs* refers to the cost that would be incurred by the municipality in directly providing for the removal of snow, ice and other obstructions from the roads and streets located on the Association’s property in similar manner as said service is provided to single family residences through the Borough’s various departments including the Department of Public Works, excluding all costs attributable to clearing sidewalks, parking lots and all other areas of the Association’s property other than roads and streets. It is specifically provided that said service shall not include the repair, re-paving, replacement or maintenance of any road or street located on Association property.
- C. *Reimbursable Lighting Costs* refers to the cost that would be incurred by the municipality in directly providing for the lighting of roads and streets located on the Association’s property in the same fashion as

those services are provided on the public roads and streets to the extent of payment for the electricity required, but not including the installation or maintenance of lamps, standards, wiring or other equipment.

3. Borough Option to Provide Services. Anything to the contrary notwithstanding, the Borough reserves the right to provide to the Association any category of services in lieu of paying Reimbursement Costs to the Association for such service or services. If the Borough elects to provide any service to the Association, or to terminate any such service after it has been provided, the Association shall be given thirty (30) days advance written notice thereof by the Borough. The Borough shall not be obligated to pay Reimbursement Costs to the Association for any expense incurred by the Association for any service while the same service is being provided by the Borough. **If the Borough elects to provide any service, the Association shall pay the cost of any insurance riders required by the Borough to enable the Borough's vehicles to operate on the Association's private road and streets in accordance with N.J.S.A. 40:67-23.4.**

4. Commencement Date. This Agreement shall be deemed to have commenced and become effective as of January 1, 2021, and this Agreement shall remain in effect for an initial period of five (5) years, terminating on December 31, 2025, unless notice is sent by the Borough as provided in Paragraph 1.

5. Reimbursed Condo Services.

- A. Removal of snow, ice and other obstructions. The Borough shall pay to the Association 100% of the Reimbursable Removal Costs as defined above. It is agreed that said cost is the sum of **\$660.00** per year.
 - B. Lighting of roads and streets. The Borough shall pay to the Association 100% of the Reimbursable Lighting Costs as defined above. It is agreed that said cost is the sum of **\$912.00** per year. It being provided, however, that the Borough may elect to have said costs billed directly to it by the providing utility. In such event, the Association shall only be entitled to reimbursement to the date such direct billing commences. The Association shall cooperate fully to the extent necessary to implement such direct billing.
6. Borough Provided Condo Services. As of the commencement date hereof, the Borough shall provide the following Condo Services to the Association:
- A. Collection, removal and disposal of leaves, recyclable materials and solid waste along the roads and streets. The Borough shall be responsible for the collection, removal and disposal of leaves, recyclable materials and solid waste from the Association's roads and streets in similar manner as said service is provided to single family residences through the Borough's various departments including the Department of Public Works.
7. Reimbursement Undertaking. Subject to compliance by the Association with all substantive provisions and procedural requirements of this Agreement, the

Borough hereby agrees to provide annual reimbursement to the Association for the Association's total Reimbursable Costs.

8. Reimbursement Procedure. Requests by the Association for the payment of reimbursement under this Agreement shall be processed pursuant to the following procedure:
 - A. The Association shall submit a signed voucher to the Borough with each request for payment, using voucher forms to be provided by the Borough.
 - B. Vouchers shall be submitted on an annual basis for which reimbursement is requested upon incurring expenses up to **\$660.00** for snow, ice and obstruction removal and **\$912.00** for site lighting, but no later than February 15 of the following year. Each voucher shall contain a separate line item entry for each category and subcategory of Reimbursable Costs for which reimbursement is requested. With respect to all Reimbursable Costs, each voucher shall be accompanied by copies of invoices, payment receipts and other appropriate documentation which demonstrates to the satisfaction of the Borough that all costs constitute Reimbursable Costs and that the Association incurred all costs during the applicable reimbursement period. Vouchers conforming to the aforementioned procedures will be paid within sixty (60) days. Vouchers shall not be processed for payment by the Borough if they do not conform with these requirements. In that event, the Association will be given notice and the opportunity to

provide additional requested documentation and/or otherwise cure any nonconformity with these submission requirements.

- C. The Borough will review the Association's documentation and determine whether the requested reimbursement is consistent with and authorized by this Agreement. The Borough will provide the Association with written notice of any intention to disallow any excess amount or unauthorized portion of the reimbursement request.
 - D. Following formal approval of a reimbursement request, payment to the Association shall be made in accordance with routine Borough procedures for the payment of vouchers.
9. Notice. Any notice shall be conclusively deemed to have been received by the addressee and to be effective on the date on which personally delivered to the addressee for each such party set forth on Page 1 of this Agreement or, if sent by certified mail, return receipt requested, on the third business day after the day on which mailed to said addressee.
10. Concerning Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements, by or on behalf of any party hereto which are contained in this Agreement, shall bind its successors and assigns and inure to the benefit of its successors and assigns.
11. Modifications in Writing. Modifications or the waiver of any provisions of this Agreement shall in no event be effective unless the same shall be in

writing and signed by the parties hereto, and then such modification or waiver shall be effective only in the specific instance and for the specific purpose for which given.

12. Failure to Exercise Rights. Neither any failure nor any delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.
13. Assignment. There shall be no assignment of this Agreement by any party hereto.
14. Captions. The section headings contained herein are the reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.
17. Reservation. Except as otherwise expressly set forth in this Agreement, and subject to the provisions of this Agreement being in accordance with the Condo Services Act, the Borough reserves all of its rights and powers under the Condo Services Act and other laws as a municipality of the State of New Jersey.

18. Entire Agreement. This Agreement and its provisions constitute the entire understanding and agreement of the parties regarding all matters covered by the Condo Services Act, and any prior discussions, representations, understandings and agreements are hereby superseded by this Agreement. The parties agree to be bound hereby and acknowledge that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS/ATTEST:

By: Carol Manhart
Carol Manhart
Administrative Assistant

BOROUGH OF MONTVALE

By: Maureen Jarossi-Alwan
Maureen Jarossi-Alwan
Administrator/Municipal Clerk

WITNESS/ATTEST:

By: Leonora Almeida
LEONORA ALMEIDA

KATY HOMEOWNERS
ASSOCIATION

By: Lovell Pinto
LOVELL PINTO [Name] TREASURER [Title]

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY**

RESOLUTION NO. 43-2021

RE: A Resolution Extending the Contract with D&L Paving Contractors for On-Call Roadway Maintenance Services

WHEREAS, the Borough of Montvale has a need for On-Call Roadway Maintenance Services; and

WHEREAS, consistent with the New Jersey *Local Public Contract Law, N.J.S.A. 40A:11-1*, et seq., the Borough of Montvale did previously award a contract to D&L Paving Contractors ("D&L") in 2019, after a public solicitation; and

WHEREAS, pursuant to the terms of the Contract and N.J.S.A. 40A:11-15, the Borough and D&L are entitled to and desire to extend the Contract for an additional one (1) year; and

WHEREAS, the Borough has determined that D&L has been performing its services in an effective and efficient manner; and

WHEREAS, the fees in the Contract with D&L shall remain the same for this one-year extension; and

WHEREAS, all other terms and conditions of the Contract shall remain the same.

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

1. Duration

The duration of the Contract with D&L shall be extended by mutual agreement of the parties for one (1) additional year, or until February 12, 2022.

2. Compensation

The fees to be charged shall remain the same as is set forth in the parties' original agreement.

3. Other Provisions

All other provisions of the Agreement shall remain the same.

4. Authorization

The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents necessary to effectuate the provisions and purposes of this Resolution, subject to approval as to form by the Borough Attorney.

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

Adopted: January 12, 2021

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 5, 2021

VIA EMAIL

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

Re: **Contract Extension**
Montvale Borough On-Call Roadway Maintenance
Borough of Montvale, Bergen County, NJ
MC Project No. MVB-565

Dear Ms. Iarossi-Alwan:

D&L Paving Contractors (D&L), 675 Franklin Avenue, Nutley, NJ 07110, the Contractor for the above services, entered into a Contract with the Borough on February 12, 2019 for a term of two-years with an optional one-year extension.

D&L Paving Contractors has been both responsive to our requests for the emergency work and has performed the work in accordance with standard industry practice for the contracted amounts. We recommend that the contract be extended for an additional year, from February 12, 2021 until February 12, 2022.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit'.

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

ARH/cd/ljb

cc: Mayor and Council (via Clerk/Administrator miarossi@montvaleboro.org)
Christine Kalafut, Borough Treasurer (ckalafut@montvaleboro.org)
Angela McCain, Deputy Treasurer (Amccain@montvaleboro.org)
Rich Campanelli, Public Works Superintendent (dpw@rivervalenj.org)
Joe Voytus, Esq., Borough Attorney (jvoytus@boggialaw.com)

R:\Projects\MVB\MVB-565\Correspondence\OUT\210105_arh_Iarossi-Alwan_MVB565_D&L Paving_Contract Extension.docx

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 44-2021**

RE: A Resolution Extending the Contract with Colonnelli Brothers, Inc. for the Emergency Repairs – Sanitary and Storm Sewer Systems Project

WHEREAS, the Borough of Montvale has a need for services in connection with the Montvale Emergency Repairs – Sanitary and Storm Sewer Systems Project; and

WHEREAS, consistent with the New Jersey *Local Public Contract Law*, N.J.S.A. 40A:11-1, et seq., the Borough of Montvale did previously award a contract to Colonnelli Brothers, Inc. ("Colonnelli") in 2019, after a public solicitation; and

WHEREAS, pursuant to the terms of the Contract and N.J.S.A. 40A:11-15, the Borough and Colonnelli are entitled to and desire to extend the Contract for an additional one (1) year; and

WHEREAS, the Borough has determined that Colonnelli has been performing its services in an effective and efficient manner; and

WHEREAS, the fees in the Contract with Colonnelli shall remain the same for this one-year extension; and

WHEREAS, all other terms and conditions of the Contract shall remain the same.

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

1. Duration

The duration of the Contract with Colonnelli shall be extended by mutual agreement of the parties for one (1) additional year, or until March 5, 2022.

2. Compensation

The fees to be charged shall remain the same as is set forth in the parties' original agreement.

3. Other Provisions

All other provisions of the Agreement shall remain the same.

4. Authorization

The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute all documents necessary to effectuate the provisions and purposes of this Resolution, subject to approval as to form by the Borough Attorney.

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

Adopted: January 12, 2021

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 5, 2021

VIA EMAIL

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

Re: **Contract Extension**
Montvale Borough Emergency Repairs - Sanitary & Storm Sewer Systems
Borough of Montvale, Bergen County, NJ
MC Project No. MVB-566

Dear Ms. Iarossi-Alwan:

Colonnelli Bros., Inc., 409 So. River Street, Hackensack, NJ, the Contractor for the above services, entered into a Contract with the Borough on March 5, 2019 for a term of two-years with an optional one-year extension.

Colonnelli Bros., Inc. has been both responsive to our requests for the emergency work and has performed the work in accordance with standard industry practice for the contracted amounts. We recommend that the contract be extended for an additional year, from March 5, 2021 until March 5, 2022.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'Andrew R. Hipolit'.

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

ARH/cd/ljb

cc: Mayor and Council (via Clerk/Administrator miarossi@montvaleboro.org)
Christine Kalafut, Borough Treasurer (ckalafut@montvaleboro.org)
Angela McCain, Deputy Treasurer (Amccain@montvaleboro.org)
Rich Campanelli, Public Works Superintendent (dpw@rivervalenj.org)
Joe Voytus, Esq., Borough Attorney (jvoytus@boggialaw.com)
Anna Aramini, Colonnelli Bros., Inc. (Aaramini@colonnelli.com)

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**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 45-2021**

RE: TRANSFER OF 2020 APPROPRIATION RESERVES

WHEREAS, certain transfer of funds for 2020 budget appropriation reserves are necessary to cover anticipated expenditures; and

WHEREAS, N.J.S.A. 40A:4-59 provides for transfers from appropriation reserves with an excess over and above the amount deemed to be necessary to fulfill the purpose for such appropriation reserves, to those appropriation reserves deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that the transfer be made between the 2020 budget appropriation reserves as follows:

<u>CURRENT FUND</u>	<u>FROM</u>	<u>TO</u>
GENERAL APPROPRIATIONS		
Operations - within "CAPS"		
Mayor and Council:		
Other Expenses	\$10,000.00	
Police:		
Salaries and Wages		\$10,000.00
Borough Clerk:		
Other Expenses	10,000.00	
Police:		
Salaries and Wages		10,000.00
Tax Assessment Administration:		
Other Expenses	5,000.00	
Police:		
Salaries and Wages		5,000.00
Construction Official:		
Other Expenses	5,000.00	
Police:		
Salaries and Wages		5,000.00
	<u>\$30,000.00</u>	<u>\$30,000.00</u>

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

Adopted: January 12, 2021

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 46-2021**

**RE: A Resolution Approving a Developer's Agreement with AR Landmark Montvale, LLC
Premises Identified as Block 3302, Lot 1 in the Borough of Montvale**

Whereas, AR Landmark Montvale ("Developer") owner of the premises known as Block 3302, Lot 1 made an application to the Planning Board for site plan approval; and

Whereas, the Planning Board approved the Development by resolution dated August 20, 2019 ; and

Whereas, pursuant thereto, the Borough, Planning Board and Developer are desirous of executing a Developer's Agreement setting forth the parties' respective rights and obligations concerning said approval; and

Whereas, a Developer's Agreement has been negotiated by and between the parties and has been executed by the Developer and the Chairman of the Planning Board.

Now, Therefore, Be It Resolved that the Developer's Agreement dated December 22, 2020, between the Borough of Montvale, the Planning Board of the Borough of Montvale, and AR Landmark Montvale, LLC is hereby approved; and

Be It Further Resolved that the Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the Developer's Agreement with the Developer and to take all other steps reasonably necessary to effectuate the provisions and purposes of this resolution.

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

Adopted: January 12, 2021

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	\$3,051,370.90	Bill List Wire 1/12/2021
	<u>314,277.61</u>	Wires/Manual Checks
Current TOTAL	3,365,648.51	
Capital	271,577.02	Bill List Wire 1/12/2021
Escrow	24,607.50	Bill List Wire 1/12/2021
Dog Trust	543.00	Bill List Wire 1/12/2021
General Trust	46,198.56	Bill List Wire 1/12/2021

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 1/12/21*

Introduced by: _____

Approved: 1/12/21

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
January 12, 2021

<u>Check #</u>	<u>PO #</u>	<u>Date</u>	<u>Transaction/Vendor</u>	<u>Amount</u>
WIRE		12/28/20	Payroll Account-Current	203,466.27
WIRE		12/28/20	Salary Deduction Account	110,423.84
WIRE		12/28/20	FSA Account	387.50
Total				<hr/> 314,277.61

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Borough of Montvale
Bill List By Vendor Id

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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
00005 A.J.M.CONTRACTORS, INC	18-01682	12/31/18	ROAD IMPRV UPPER SADDLE RVR RD	Open	1,314.70	0.00		B
00019 MUNICIPAL CAPITAL CORPORATION	21-00045	01/06/21	WIDE FORMAT COLOR COPIER	Open	444.00	0.00		B
	21-00046	01/06/21	COPY MACHINE LEASE - MAILROOM	Open	399.00	0.00		B
	21-00047	01/06/21	COPY MACHINE LEASE - POLICE	Open	179.00	0.00		B
					1,022.00			
00022 BERGEN CTY MUNICIPAL JIF	20-00018	01/06/20	2020 JIF LIABILITY INSURANCE	Open	100,332.00	0.00		B
	21-00059	01/06/21	2021 JIF LIABILITY INSURANCE	Open	105,260.00	0.00		B
					205,592.00			
00027 BT SPECIALTIES	20-01552	12/10/20	DESK NAME PLATES	Open	99.00	0.00		
	20-01600	12/16/20	HOUSE DEC LAWN SIGNS	Open	152.55	0.00		
					251.55			
00097 CABLEVISION	20-01566	12/10/20	OPTIMUM - DECEMBER 2020	Open	135.45	0.00		
00104 MONTVALE BOARD OF EDUCATION	21-00039	01/05/21	2021 LOCAL SCHOOL TAXES	Open	1,415,320.00	0.00		B
00108 MONTVALE HARDWARE & SUPPLY	20-01523	12/04/20	PAINT FOR LISA DENT OFFICE	Open	80.98	0.00		
00116 VERIZON	21-00029	01/04/21	651-285-414-0001-73 VERIZON	Open	283.93	0.00		
00137 PASCACK VALLEY REGIONAL HS DST	21-00038	01/05/21	2021 REGIONAL SCHOOL TAXES	Open	1,161,695.60	0.00		B
00139 SCORDO, FRANCES	21-00032	01/05/21	PETTY CASH FOR YEAR 2021	Open	500.00	0.00		
00146 PSE&G CO,	21-00004	01/04/21	PSE&G - NOVEMBER 2020	Open	1,821.72	0.00		
00164 STATELINE FIRE & SAFETY, INC.	20-01554	12/10/20	FIRE EXTINGUISHER INSPECTION	Open	348.00	0.00		
00215 TOWNSHIP OF RIVER VALE	21-00040	01/05/21	2021 PASCACK VALLEY DPW	Open	152,675.13	0.00		B
	21-00048	01/06/21	2021 PASCACK VALLEY DPW	Open	60,000.00	0.00		
					212,675.13			

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Borough of Montvale
Bill List By Vendor Id

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00258 ROCKLAND ELECTRIC COMPANY	21-00055	01/06/21	ROCKLAND ELECTRIC - DECEMBER	Open	8,233.36	0.00		
00406 RUTGERS, STATE UNIVERSITY NJ	20-01522	12/04/20	Tax Collection 1	Open	1,129.00	0.00		
00597 EXCELL CLINICAL LAB, INC.	20-01589	12/15/20	COVID-19 TESTING	Open	4,030.00	0.00		
00660 AMERICAN ASPHALT & MILLING	20-00989	08/13/20	NJDOT FY2020-VAR STREET IMPROV	Open	270,262.32	0.00		B
00705 APPROVED SURGICAL SUPPLIES INC	20-01560	12/10/20	PD OXYGEN REFILLS	Open	111.00	0.00		
00731 MASER CONSULTING P.A.	20-00307	02/28/20	ENGINEER RETAINER 2020	Open	450.00	0.00		B
	20-01577	12/14/20	MUNICIPAL ENGINEERING REVIEW	Open	8,006.25	0.00		
	20-01583	12/15/20	MUNICIPAL ENGINEERING REVIEW	Open	5,150.00	0.00		
	20-01592	12/15/20	TRUST RESERVE FOR ENGINEER	Open	481.25	0.00		
	20-01594	12/15/20	MUNICIPAL ENGINEERING REVIEW	Open	11,451.25	0.00		
					25,538.75			
00857 SAFE-T-TECH SECURITY SYSTEMS	20-01509	12/03/20	BACKUP BATTERIES FOR ACCESS	Open	710.00	0.00		
00887 MONOPOLI, TONY	20-01433	11/16/20	REFUND OF REGISTRATION FEE	Open	40.00	0.00		
00921 NATIONAL ASSOCIATION OF FIELD	20-01500	11/30/20	PD FIELD TRAINING OFFICER CLAS	Open	675.00	0.00		
00939 MGRP TL CAPITAL	21-00033	01/05/21	LIEN REDEMPTION	Open	45,717.31	0.00		
01243 PHOENIX ADVISORS, LLC	20-01630	12/29/20	CONTINUING DISCLOSURE AGENT	Open	1,150.00	0.00		
01700 JPMONZO MUNICIPAL CONSULTING	21-00017	01/04/21	LICENSING FOR MUNICIPAL CLERKS	Open	50.00	0.00		
01788 TIGHE, RAYMOND	21-00030	01/04/21	COVID TEST & MILEAGE REIMB.	Open	201.75	0.00		
01833 MCGEE, HEATHER (PETTY CASH)	21-00020	01/04/21	DRAW PETTY CASH 2021 POLICE	Open	300.00	0.00		
01836 SKYLANDS AREA FIRE EQUIPMENT	20-01173	09/25/20	REPLACEMENT FIRE HOSE	Open	4,788.00	0.00		
01856 MONTVALE FLORIST	20-01277	10/15/20	PD BEREAVEMENT GUICO	Open	94.95	0.00		

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Bill List By Vendor Id

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Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
01882 PRESTIGE BUSINESS PRODUCTS, INC.	20-01609	12/16/20	PD RECORDS BLACK LASER JET INK	Open	145.00	0.00		
01959 COLONNELLI BROTHERS INC.	20-01445	11/17/20	EMERGENCY REPAIRS-SEWER SYSTEM	Open	11,567.50	0.00		B
02056 LERCH, VINCI & HIGGINS, LLP	20-01570	12/11/20	MANAGEMENT ADVISORY SERVICES	Open	1,102.50	0.00		
02426 VERIZON WIRELESS	21-00002	01/04/21	482530999-00001 VERIZON	Open	356.09	0.00		
02679 EDMUNDS GOVTECH	21-00024	01/04/21	2021 SOFTWARE MAINTENANCE	Open	15,973.00	0.00		
03590 NATIONAL BUSINESS FURNITURE	20-01596	12/15/20	OFFICE GUEST CHAIRS	Open	538.00	0.00		
03727 STAPLES INC	20-01537	12/07/20	OFFICE SUPPLIES	Open	187.63	0.00		
	20-01576	12/14/20	OFFICE SUPPLIES	Open	94.31	0.00		
					281.94			
03773 NATIONAL FIRE PROTECTION ASSN	20-01451	11/17/20	NFPA CODE BOOKS	Open	260.45	0.00		
<hr/>								
Total Purchase Orders:	47	Total P.O. Line Items:	0	Total List Amount:	3,394,296.98	Total Void Amount:		0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND 2020	0-01	138,834.24	0.00	138,834.24	0.00	0.00	138,834.24
CURRENT FUND 2020	1-01	2,912,536.66	0.00	2,912,536.66	0.00	0.00	2,912,536.66
CAPITAL FUND	C-04	271,577.02	0.00	271,577.02	0.00	0.00	271,577.02
BOA ESCROW ACCOUNT	E-08	24,607.50	0.00	24,607.50	0.00	0.00	24,607.50
OTHER TRUST ACCOUNT	T-03	46,198.56	0.00	46,198.56	0.00	0.00	46,198.56
DOG TRUST ACCOUNT	T-12	543.00	0.00	543.00	0.00	0.00	543.00
Year Total:		46,741.56	0.00	46,741.56	0.00	0.00	46,741.56
Total Of All Funds:		3,394,296.98	0.00	3,394,296.98	0.00	0.00	3,394,296.98