

**AGENDA
PUBLIC MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
February 8, 2022
Meeting to Commence 7:30 P.M.**

ROLL CALL:

| | |
|-------------------------|-------------------------------|
| Councilmember Arendacs | Councilmember Lane |
| Councilmember Cudequest | Councilmember Roche |
| Councilmember Koelling | Councilmember Russo-Vogelsang |

ORDINANCES:

None.

MEETING OPEN TO PUBLIC:

Agenda Items Only

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

January 25, 2022

CLOSED/EXECUTIVE MINUTES:

None.

RESOLUTIONS: (CONSENT AGENDA*)

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

- 54- 2022 Authorize Proposal/Appraisal Service/McNerney & Associates, Inc./2 Holdrum Court
- 55-2022 A Resolution Approving a First Amendment to Agreement with The Land Conservancy of New Jersey to Address the Disclosure and Use of Certain Confidential Information
- 56-2022 Authorizing Resolution/2021 Bergen County Open Space Trust Fund Municipal Program Grant Award Huff Park Playground Improvements Project, Surface & Landscaping
- 57-2022 Authorize Release of Escrow /William Greco/13 Murry Road/Block 1601/Lot 7
- 58-2022 Authorize Release of Escrow /Jennifer Hughes/27 Flintlock Road/Block 1301/Lot 24.16
- 59-2022 Authorize Release of Security Deposit/Dmitri N. Luke/26 North Kinderkamack Road/Lease
- 60-2022 Authorize Refund/Holistic Health & Wellness Center/Chestnut Ridge Road
- 61-2022 Amending Resolution No. 112-2021 To Establish Additional Recreational Fees for Year 2022

BILLS:

REPORT OF REVENUE:

COMMITTEE REPORTS:

ENGINEER'S REPORT:

Andrew Hipolit
Report/Update

ATTORNEY REPORT:

Joe Voytus, Esq.
Report/Update

UNFINISHED BUSINESS:

None.

NEW BUSINESS:

None.

COMMUNICATION CORRESPONDENCE:

None.

MEETING OPEN TO THE PUBLIC:

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

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

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on February 22, 2022

ZOOM information is as follows:

Topic: M&C Meeting

<https://us02web.zoom.us/j/88491084325?pwd=L2U5RVpYMGIMeFdaNzdGcFFWUTd3UT09>

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 Virtual by Zoom Tele-Conference and called to order at 7:31pm. Adequate notification was published in the official newspaper of the Borough of Montvale. Roll call was taken.

OPEN PUBLIC MEETING STATEMENT

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

ROLL CALL:

Councilmember Arendacs
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane
Councilmember Roche
Councilmember Russo-Vogelsang

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

ORDINANCES:

PUBLIC HEARING ORDINANCE No. 2022-1514 AN ORDINANCE TO AMEND SALARY ORDINANCE NO. 2021-1509 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 FOR THE YEAR 2022.

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 | | 2022 Salary Range | |
|-------|--|-------------------|---------|
| 1. | Borough Administrator (PT) | \$50,000 - | 58,000 |
| 2. | Safety Coordinator | \$3,000 - | 7,000 |
| 3. | Chief Financial Officer (PT) | \$21,000 - | 30,000 |
| 4. | Municipal Clerk (PT) | \$90,000 - | 105,000 |
| 5. | Deputy Municipal Clerk (PT) | \$47,000 - | 55,000 |
| 6. | Floater/ Admin. Assistant to Administrator | \$40,000 - | 55,000 |
| 7. | Tax Collector (PT) | \$62,000 - | 75,000 |
| 8. | Tax Assessor | \$37,000 - | 45,000 |

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| 9. | Treasurer/Purchasing Agent | \$78,000 - | 90,000 |
|-------|--|-------------------|-----------|
| 10. | Deputy Treasurer | \$57,000 - | 65,000 |
| 11. | Accounts Payable Clerk | \$42,000 - | 50,000 |
| Title | | 2022 Salary Range | |
| 12. | Secretary, Planning Board/Land Use Admin. (PT) | \$83,000 | 95,000 |
| 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. | Board of Health Secretary | \$22 - | \$30/hour |
| 17. | Registrar Vital Statistics | \$800 - | 1,200 |
| 18. | Deputy Registrar Vital Statistics | \$250 - | 500 |
| 19. | Construction Code Official | \$36,000 - | 50,000 |
| 20. | Building Sub Code Official | \$36,000 - | 50,000 |
| 21. | Zoning Officer | \$5,000 - | 11,000 |
| 22. | Building Inspector (PT) | \$30,000 - | 35,000 |
| 23. | Facilities Building & Property Inspector | \$20,000 - | 30,000 |
| 24. | Property Maintenance Officer (PT) | \$20,000 - | 25,000 |
| 25. | Construction Dept. Control Person | \$50,000 - | 70,000 |
| 26. | Plumbing Sub Code Official | \$ 25,000 - | 35,000 |
| 27. | Plumbing Inspector | \$25 - | \$50/hour |
| 28. | Fire Sub Code Official | \$15,000 - | 20,000 |
| 29. | Fire Sub Code Official special inspections | \$25 - | \$50/hour |
| 30. | Electrical Sub Code Official | \$40,000 - | 50,000 |
| 31. | Electrical Sub Code Official special inspections | \$25 - | \$50/hour |
| 32. | Fire Prevention Official | \$62,000 - | 74,000 |
| 33. | Fire Inspector/ Senior/Deputy Fire Official | \$7,600 - | 25,000 |
| 34. | Fire Prevention Secretary | \$1,000 - | 1,000 |
| 35. | Municipal Court Administrator | \$72,000 - | 85,000 |
| 36. | Deputy Municipal Court Administrator | \$50,000 - | 60,000 |
| 37. | Court Security | \$20 - | \$27/hour |
| 38. | Violations Clerk | \$40,000 - | 50,000 |
| 39. | Police Secretary | \$42,000 - | 50,000 |
| 40. | Administrative Assistant for Police Chief | \$55,000 - | 65,000 |
| 41. | Emergency Mgmt. Coordinator | \$5,000 - | 7,000 |
| 42. | Deputy Emergency Mgmt. Coordinator | \$3,000 - | 6,000 |
| 43. | Library Director | \$80,000 - | 97,000 |

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| 44. | Library – Library Adult Services | \$52,000 | - | 63,000 |
|-------|------------------------------------|-------------------|---|------------|
| Title | | 2022 Salary Range | | |
| 45. | Library (PT) | \$13 | - | \$50/hour |
| 46. | Library (PT) meetings | \$120 | - | \$225/mtg. |
| 47. | Director, Public Assistance | \$2,000 | - | 5,000 |
| 48. | Director of Recreation | \$52,000 | - | \$64,000 |
| 49. | Recreation Assistant (PT) | \$20 | - | \$26/hour |
| 50. | Park Monitor (PT) | \$20 | - | \$26/hour |
| 51. | Van Drivers (PT) | \$20 | - | \$25/hour |
| 52. | Station Technicians (PT) | \$15 | - | \$20/hour |
| 53. | Booker Cable Access TV | 2,000 | - | 5,000 |
| 54. | Archivist Records Manager/D.A.R.M. | \$25 | - | \$28/hour |
| 55. | 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:

| Title | | 2022 Salary Range | |
|-------|-----------------------|-------------------|----------|
| A. | Municipal Judge | \$40,000 | - 45,000 |
| B. | Mayor | \$8,000 | - 10,000 |
| C. | Councilpersons (each) | \$6,500 | - 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:

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| Title | | 2022 Salary Range |
|--------------|--|--------------------------|
| A. | Chief | \$232,600 - 250,000 |
| B. | Captain | \$210,000 - 225,000 |
| C. | Lieutenant (Base Wage) | \$163,131 - 167,373 |
| D. | Sergeants (Base Wage) | \$151,804 - 155,750 |
| E. | Detective – Additional per year | \$3,500 - 4,000 |
| F. | Juvenile Officer – Addt'l per year | \$400 - 400 |
| G. | Asst. Juvenile Officer – Addt'l per year | \$350 - 350 |
| H. | Special Police Officer Class III (SLEO) | \$50,000 - 57,000 |
| 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 | \$46,250 | - 47,452 |
| 6 months – 1 year | \$52,970 | - 54,347 |
| 1 – 2 years | \$59,689 | - 61,241 |
| 2 – 3 years | \$73,126 | - 75,027 |
| 3 – 4 years | \$86,564 | - 88,815 |
| 4 – 5 years | \$100,001 | - 102,601 |
| 5 – 6 years | \$113,438 | - 116,388 |
| 6 – 7 years | \$126,878 | - 130,176 |
| 7 – 8 years | \$140,315 | - 143,963 |

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 |
|---------------------------|--|---|
| Beginning five (5) years | 1% | - |
| Beginning seven (7) years | 2% | - |
| Beginning nine (9) years | 3% | 1% |

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| | | |
|----------------------------------|----|----|
| Beginning eleven (11) years | 4% | 2% |
| Beginning thirteen (13) years | 5% | 3% |
| Beginning fifteen (15) years | 6% | 4% |
| Beginning seventeen (17) years | 7% | 5% |
| Beginning nineteen (19) years | 8% | 6% |
| Beginning twenty-one (21) years | - | 7% |
| Beginning twenty-two (22) years | - | 8% |
| Beginning 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, 2022, 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. 2022-1514** by Councilmember Cudequest; seconded by Councilmember Lane; Clerk read by title only.

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

No Public Comment

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

Councilmember Cudequest asked if this ordinance is being amended for a particular department or position; the clerk stated that this is required by the State annually.

MINUTES:

January 11, 2022

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

CLOSED/EXECUTIVE MINUTES:

None

RESOLUTIONS: (CONSENT AGENDA*)

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

48-2022 A Resolution Awarding a Contract to DLS Contracting for the Montvale 2021 Road Program

WHEREAS, the Borough of Montvale has a need to procure construction services for the 2021 Road Program in the Borough; and

WHEREAS, the Borough of Montvale, in accordance with the laws of the State of New Jersey, publicly advertised for the receipt of bids under specifications for the Montvale 2021 Road Program; and

WHEREAS, twelve (12) bids were received on December 29, 2021; and

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

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

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

Contractor

DLS Contracting, Inc.
271 US Hwy 46, Suite D-205
Fairfield, New Jersey 07004

Contract Amount

| | |
|----------------|---------------------|
| Base: | \$629,096.00 |
| Alternate "A": | \$ 42,643.00 |
| TOTAL: | \$671,739.00 |

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.

49-2022 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 County Commissioners, the County Prosecutor, the County Chief of Police, and all Bergen County Municipalities.

50-2022 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, 2022 / 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.

51-2022 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, 2022/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 N.J.S.A. 40A:11-5 (1) (a) (i).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Professional Insurance Associates, (P.I.A.) A Division of World Insurance Associates, LLC, 429 Hackensack Street, Carlstadt, New Jersey 07072.

52-2022 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.

53-2022 Award Contract/East Coast Emergency Lighting/Upfitting To Fire Prevention Vehicle/ State Contract #T0106 17-Fleet-00-785

WHEREAS, the Mayor and Council approved the purchase of 1 new Fire Prevention vehicle for the Borough of Montvale's Fire Prevention Department; and

WHEREAS, the Borough of Montvale deemed it necessary to upfit the vehicle for the purposes intended; and

WHEREAS, East Coast Emergency Lighting, Inc. 200 Meco Drive, Millstone Township, NJ 08535 is the State Contract vendor selected to do said upfitting to the vehicle; and

NOW THEREFORE, BE IT FURTHER RESOLVED, the Mayor and Council authorize the Borough to award the State Contract State Contract #T0106 17-Fleet-00-785 to East Coast Emergency for a not to exceed amount of \$9,322.26 for the upfitting; 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.

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

BILLS: Municipal Clerk read the Bill Report

Motion to pass bills by Councilmember Lane; seconded by Councilmember Roche - all ayes

ENGINEER'S REPORT:

Andrew Hipolit

Report/Update

2022 road program was awarded tonight, since the bids came in below budget it will allow us to add a few more streets; will submit at the next meeting.

ATTORNEY REPORT:

Joe Voytus, Esq.
Report/Update

Montvale Family Apartments receive approval from the Planning Board, they should be ready to go to the DCA to finalize their funding. Will be speaking with the County and Mr. Hipolit regarding the Magnolia Bridge about some concerns with a few property owners.

UNFINISHED BUSINESS:

a. Update / Recommendations by Planning Board for Use Permit Process

The Clerk gave a brief explanation. Use permits will be allowed to go through the building department for leased space of 1000 sq. ft. or less. Applications through the Planning Board will be anything over 1000 sq. ft. Mayor Ghassali stated that maybe 1000 sq. ft. could be increased. Councilmember Roche mentioned maybe to use customer base or employee base to determine the square footage. After a brief discussion, it was decided that Mayor Ghassali would speak with John DePinto and the planning board.

NEW BUSINESS:

a. Discussion to Possibly Expand The Uses in The OR-4 Zone To Include Light Manufacturing/Planning Board Recommendation.

The Borough Planner will do an analysis for the Zone and the prior SED Zone to determine whether to include light manufacturing.

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 Roche – all ayes

No Public Comment

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

ADJOURNMENT:

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

Meeting adjourned at 7:49pm

The next Budget Meeting is scheduled for Monday, February 7th, 2022 at 6:00 p.m. on Zoom.

The next Regular Meeting of the Mayor & Council will be held on Tuesday, February 8, 2022 at 7:30 p.m. on Zoom.

ZOOM information is as follows:

Topic: M&C Meeting

<https://us02web.zoom.us/j/88491084325?pwd=L2U5RVpYMGIMeFdaNzdGcFFWUTd3UT09>

Passcode: 222775

By phone

1 929 436 2866

Webinar ID: 884 9108 4325

Passcode: 222775

Respectfully submitted, Fran Scordo, Deputy Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 54-2022**

RE: Authorize Proposal/Appraisal Service/McNerney & Associates, Inc./2 Holdrum Court

WHEREAS, the Borough of Montvale (hereinafter the "Borough") is the taxing authority for all properties located within its municipal boundaries; and,

WHEREAS, the owner of real property located at 2 Holdrum Court and identified as Block 402 Lot 19.01 (hereinafter the "Subject Property") has filed a property tax appeal challenging the assessment of the Subject Property for the 2019, 2020 and 2021 tax years; and,

WHEREAS, the Borough is seeking to retain the services of an appraisal company to assist in the defense of the aforesaid tax appeal, and to memorialize its conclusions of value in a trial ready appraisal report that covers the aforementioned tax years; and,

WHEREAS, the Borough had received a proposal dated January 20, 2022 from McNerney & Associates, Inc. (hereinafter the "Proposal") to prepare the desired appraisal report for the total amount of \$2,500.00; and,

WHEREAS, a copy of the aforementioned Proposal is attached hereto as an Exhibit to this resolution; and,

WHEREAS, the appointment of McNerney & Associates, Inc. is considered a professional service appointment exempted from public bidding by N.J.S.A. 40A:11-5 of the Local Public Contracts Law.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, that McNerney & Associates, Inc. is hereby authorized to trial ready prepare an appraisal report for the property located at 2 Holdrum Court, at Block 402 Lot 19.01 in the Borough of Montvale, in accordance with the terms set forth in the attached Proposal for the 2019, 2020 and 2021 tax years.

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

Adopted: February 8, 2022

ATTEST:

APPROVED:

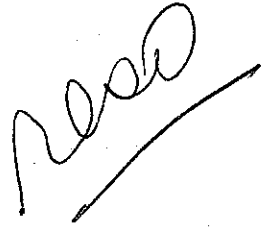
Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

McNerney & Associates, Inc.

Real Estate Appraisal Services - 266 Harristown Road, PO Box 67, Glen Rock, New Jersey 07452-0067 - (201) 670-8558 - Fax (201) 670-0913

January 20, 2022



William Betesh, Esq.
Boggia, Boggia, Betesh & Voytus, LLC
71 Mt. Vernon Street
Ridgefield Park, New Jersey 07660

Re: Proposal for Appraisal Service
Block 402 Lot 19.01
2 Holdrum Court
Montvale, New Jersey

Dear Mr. Betesh:

I am in receipt of your request for proposal relative to the above referenced property. Please be advised that the fee for preparing an appraisal report for the pending Tax Appeal of the subject property for tax years 2019-2021 is \$2,500 and will include all out-of-pocket expenses. This report will be delivered within 30 days of authorization by the Mayor and Council to proceed.

In addition to said professional fee for this assignment, we will be compensated at a rate of \$100 per hour, for any time expended by us should we be required (by subpoena or otherwise) or requested by you or your representatives to become involved in any litigation or legal proceeding in any way involving this engagement, the appraisal work we produce of the property which is the subject of this assignment.

In the event you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely yours.



Robert McNerney, MAI, SRA, CRE
President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 55-2022**

RE: A Resolution Approving a First Amendment to Agreement with The Land Conservancy of New Jersey to Address the Disclosure and Use of Certain Confidential Information

Whereas, the Borough and the Conservancy previously executed an agreement for the period January 1, 2022 through December 31, 2022, related to the preparation of an Open Space and Recreation Plan Update; and

Whereas, the State of New Jersey previously passed legislation known as "Daniel's Law" to protect the privacy of any active, formerly active, or retired judicial officer or prosecutor, and any active, formerly active, or retired law enforcement officer; and

Whereas, Daniel's Law prohibits the public disclosure of "the owner name and associated home address, whether a primary or secondary residence, of any active or retired law enforcement officer, active or retired federal, State, or municipal judicial officer, or active or retired federal, State, county, or municipal prosecutor" as well as the unpublished telephone numbers of such individuals (collectively, the "Daniel's Law Information"); and

Whereas, the law does permit the use of such information "by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf thereof"; and

Whereas, the preparation of an updated Open Space and Recreation Plan is a governmental function that is being performed by the Borough with the assistance of the Conservancy; and

Whereas, the Borough and the Conservancy are concerned with ensuring that the Daniel's Law Information is only provided to the Conservancy and utilized in accordance with Daniel's Law; and

Whereas, the Borough and the Conservancy have agreed that the updated Open Space and Recreation Plan will include property addresses and block and lot identifiers, but will not include any owner names; and

Whereas, the Borough and the Conservancy are desirous of executing a First Amendment to Agreement to clarify the parties' respective obligations with respect to the Daniel's Law Information; and

Whereas, the Borough and the Conservancy have negotiated the terms of a First Amendment to Agreement to address the above-stated concerns.

Now, Therefore, Be It Resolved by the Mayor and Council of the Borough of Montvale as follows:

1. The First Amendment to Agreement between the Borough and the Conservancy is hereby approved.
2. The Mayor and Borough Clerk are hereby directed, authorized and empowered to execute the First Amendment to Agreement with the Conservancy, substantially in the form approved by the Borough Attorney.
3. All other appropriate Borough officials, officers and employees are directed, authorized and empowered to take all steps reasonably necessary to effectuate the provisions and purposes of this resolution.
4. This resolution shall take effect immediately.

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

Adopted: February 8, 2022

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

FIRST AMENDMENT TO AGREEMENT

By and Between

THE BOROUGH OF MONTVALE
(the "Borough")

and

THE LAND CONSERVANCY OF NEW JERSEY
(the "Conservancy")

Whereas, the Borough and the Conservancy previously executed an agreement for the period January 1, 2022 through December 31, 2022, related to the preparation of an Open Space and Recreation Plan Update; and

Whereas, the State of New Jersey previously passed legislation known as "Daniel's Law" to protect the privacy of any active, formerly active, or retired judicial officer or prosecutor, and any active, formerly active, or retired law enforcement officer; and

Whereas, Daniel's Law prohibits the public disclosure of "the owner name and associated home address, whether a primary or secondary residence, of any active or retired law enforcement officer, active or retired federal, State, or municipal judicial officer, or active or retired federal, State, county, or municipal prosecutor" as well as the unpublished telephone numbers of such individuals (collectively, the "Daniel's Law Information"); and

Whereas, the law does permit the use of such information "by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf thereof"; and

Whereas, the preparation of an updated Open Space and Recreation Plan is a governmental function that is being performed by the Borough with the assistance of the Conservancy; and

Whereas, the Borough and the Conservancy are concerned with ensuring that the Daniel's Law Information is only provided to the Conservancy and utilized in accordance with Daniel's Law; and

Whereas, the Borough and the Conservancy have agreed that the updated Open Space and Recreation Plan will include property addresses and block and lot identifiers, but will not include any owner names; and

Whereas, the Borough and the Conservancy are desirous of executing a First Amendment to Agreement to clarify the parties' respective obligations with respect to the Daniel's Law Information.

Now, Therefore, It Is Agreed by and between the Borough and the Conservancy as follows:

1. The Borough shall provide unredacted property tax records cards for real property within the Borough ("Tax Data") that may contain Daniel's Law Information only in accordance with this First Amendment and consistent with Daniel's Law.
2. The Conservancy shall keep the ownership information of all Tax Data confidential and shall not post, publish, expose or disclose any owner names consistent with Daniel's Law on the Internet or in any publicly-available document.
3. Upon completion of the Agreement between the Borough and the Conservancy, the Conservancy shall not release any Tax Data from the Borough that may contain owner information.
4. The effective date of this First Amendment shall be deemed to be retroactive to the first date of the Agreement between the Borough and the Conservancy.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement this ____ day of _____, 2022.

ATTEST:

BOROUGH OF MONTVALE

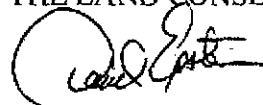
Maureen Iarossi-Alwan, Borough Clerk

Mike Ghassali, Mayor

WITNESS:

Barbara A. Davis

THE LAND CONSERVANCY OF NEW JERSEY



David J. Epstein, President

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 56-2022**

RE: Authorizing Resolution/2021 Bergen County Open Space Trust Fund Municipal Program/Grant Award Huff Park Playground Improvements Project, Surface & Landscaping

BE IT RESOLVED, that the Mayor and Council of the Borough of Montvale wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$77,340 matching grant award from the 2021 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the Huff Park Playground located in The Borough of Montvale, on the tax maps of the Borough of Montvale; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Maureen Iarossi-Alwan, Borough Administrator/Municipal Clerk to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about December 15, 2023; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible construction costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements. Professional Service Costs may be reimbursed from grant award's unexpended balance, should there be a balance

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

Adopted: February 8, 2022

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

2021 PROJECT CONTRACT INFORMATION

Project Name: Huff Park Playground Improvements Project: Surface and Landscaping

Name of Park Project Site: Memorial Park

Street Address: 1 Memorial Park

Block(s): 2305

Lot(s): 13

Municipality: Borough of Montvale

Project Contact Person: Maureen Iarossi-Alwan

Title: Administrator/Municipal Clerk

Telephone: 201-391-5700 ext. 219

E-Mail Address: miarossi@montvaleboro.org

Grant Award: 77,340

Project Description: Playground improvements includes new resurfacing and ADA accessibility

Project Work Elements Listed Below:

- 1 Playground equipment for ages 2-5
- 2 Rubberized resurfacing for ages 2-5
- 3 Rubberized resurfacing for ages 5-12
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- 5
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- 7
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- 20

This Grant Contract, made on December 15, 2021 by and between

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the "County" and/or "Grantor"

and

the **Borough of Montvale**, a body politic and corporate of the State of New Jersey, with administrative offices at 12 Mercedes Drive, Montvale, NJ 07645, hereinafter referred to hereinafter as the "Grantee"

WITNESSETH:

WHEREAS, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter "Trust Fund") pursuant to Board of County Commissioners Resolution #1853, adopted on November 24, 1998, and modified in accordance with the Board of County Commissioners Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

WHEREAS, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Land Management and Open Space (hereinafter "Division") for financial assistance with a municipal park project; and

WHEREAS, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

WHEREAS, the Trust Fund Public Advisory Committee (hereinafter "TFPAC") has recommended that the Board of County Commissioners approve a grant to assist in the funding of the Project; and

WHEREAS, the Board of County Commissioners have adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project** (the "Project"). **The Huff Park Playground Improvements Project: Surface and Landscaping** must be completed in accordance with the terms of this Contract, the 2021 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Board of County Commissioners No. 1094-21, adopted on **December 15, 2021**, (Attachment "A") approved a Trust Fund award of **\$77,340 Dollars**, toward the Grantee's proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.

3. **Timelines.**

- a Expiration of Grant. This Grant will expire on **December 15, 2023**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty 30 days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.

Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:

- i Municipal Park Improvement Payment Form.
- ii Post-Construction Engineering Certification by Municipal Engineer or Architect.
- iii Digital Photographs

4. **Funding.**

- a Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee's Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.

Matching Funds.

- i The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
 - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
 - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
- i. A completed "Municipal Park Improvement Payment Request Form"; *to be provided by the Division* for reimbursement of services rendered and received;
 - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) *and* the municipal Administrator/Manager (or Clerk in the absence of such) shall submit a Project Payment Request Form, to be provided by the Division,

certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- d. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and "returned" into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

6. Project Schedule & Documentation.

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment "B") in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (30) calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed. The Division may, at its discretion, make visits to the site to review the Project's progress. At the Project's completion, the Grantee, as a condition of final payment, must complete the "Project Payment Request Form" and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division and grant County personnel or any other authorized representatives' reasonable access to all records related to the Approved Project.
 - i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form following project completion certifying the park improvement project

has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.

- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § §12101 et seq.) requirements.

7. Change in Approved Project Elements.

- a. Grantee shall not change the Approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. Any such changes are subject to review and approval by the Division and may result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.

8. Termination and Suspension.

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.
- c. Termination by Grantee. The Grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

9. Post Project Requirements and Long – Term Obligations.

- a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Approved Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).
- b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.9. Public vehicular access and parking areas shall be consistent with the permitted uses.
- c. Maintenance Requirements. The Grantee shall be solely responsible for the upkeep and maintenance of the Approved Project, and shall comply with NJ Green Acres' rules and regulations N.J.A.C. 7:36-25.1. The County shall have no obligation for the upkeep or perform maintenance of the Project.
- d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein. The Grantee shall not post temporary or permanent signs restricting access to the Approved Project area except in accordance with N.J.A.C. 7:36-25.10. The Grantee shall not take or permit any action, or fail to take any action that would be counter to or in violation of any federal or State regulatory or program laws or rules. Usage of the Approved Project area shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations as *funded parkland* as defined by Green Acres. The Municipality may schedule the use of the

Park to accommodate organized sports or other recreation or conservation purposes. However, the Municipality shall not schedule the use of a facility in such a way that the public is denied reasonable access to or use of the facility and the Municipality shall provide public access to another comparable facility for the period for which access to the recreation and conservation facility is scheduled. The Municipality shall not enter into exclusive use agreements or allow discriminatory scheduling of the use of the parkland based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:51 et. seq. or other applicable law. If permits are offered for the use of recreation and conservation facilities at the Property, such as golf or athletic fields, and the demand for such permits exceeds the available supply, the Municipality shall conduct a fair and equitable system to distribute the permits.

- e. Transfer of Project Improvements. This Approved Project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.
- f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.
- g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

10. Project Administration.

- a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq. seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-

2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.

- b. Debarred Contractors. No contract shall be issued to any person debarred, suspended, or disqualified from State contracting.
- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

11. Financial Records and Auditing Requirements.

- a. All financial records of Grantee shall conform to accounting standards promulgated by the Local Finance Board and as set forth in N.J.A.C. 5:30-5 et. seq. All financial records of the Grantee's contractors and/or subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds.

12. Responsibilities of Grantee. The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless due solely to the negligence of any of the indemnified parties.

- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.
- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

13. Breach, Default or Violation.

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
 - i. To enjoin and/or cure such Violation,
 - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.

c. Enforcements, Filings, Etc.

- i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.
- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. Notices.

Any notice, demand, request, consent, approval or communication under this Contract shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality: Attention: Municipal Administrator/Manager/Clerk
 12 Mercedes Drive
 Montvale, NJ 07645

o county: ttn: county dministrator
 One Bergen County Plaza – Room 580
 Hackensack, NJ 07601

With copy to: Attn: County Counsel
 Office of County Counsel – Room 580
 One Bergen County Plaza
 Hackensack, NJ 07601

15. Representations. The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been taken

and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.

- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

16. Miscellaneous.

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties

- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract and their corporate seals to be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

(GRANTEE)

By:

Title:

(Secretary to the Board/Governmental Clerk)

Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

By: James J. Tedesco III, County Executive or
Thomas J. Duch Esq., County Counsel/
County Administrator

Date

SCHEDULE OF ATTACHMENTS

- A. Freeholder Resolution of Final Approval
- B. Sources of Project Funding & Project Timeline
- C. Municipal Resolution Authorizing Execution of Trust Fund Project Contract



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1094-21

Agenda: 12/15/2021

Parks

Meeting Date: 12/15/2021

Purpose: Approve 2021 Open Space Trust Fund Grant Awards

Dollar Amount: \$18,984,482.00 NOT TO EXCEED

Account No.: 03-200-56-130-910 TRUST

Contract Nos.: 2100509 - 2100569

Vendor No.: Various (See Attached)

Prepared By: JGK/as

Sponsored by Chairman Steven A. Tanelli, seconded by the Body as the Whole that this Resolution be passed and passed by the following vote:

Yes: 7 - Chairman Tanelli, Vice Chairwoman Silna Zur, Chairwoman Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Hache Sr., County Commissioner Ortiz, and County Commissioner Sullivan

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1094-21, passed by the BOARD OF COUNTY COMMISSIONERS on 12/15/2021.

Attest:

Lara Rodriguez



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1094-21

Agenda: 12/15/2021

**BERGEN COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION**

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") was established by the Board of County Commissioners; and,

WHEREAS, the Trust Fund Public Advisory Committee is charged with determining the annual list of projects to be recommended for funding and the amount of funding to be awarded for each project; and,

WHEREAS, the Trust Fund Public Advisory Committee has presented and recommended the attached projects to receive funding from the Trust Fund Program for the 2021 Funding Round; and,

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$18,984,482.00 would be funded from the Trust Fund tax; and,

WHEREAS, the recommended project awards are for the project categories of open space acquisition, floodplain protection, historic preservation improvements, and improvements to County and municipal park facilities as per the attached schedule; and,

WHEREAS, the Trust Fund Public Advisory Committee held the required public hearing on behalf of the Board of County Commissioners on October 19, 2021, for the aforesaid proposed funding allocations from the 2021 Trust Fund Program; and,

WHEREAS, the Board of County Commissioners, upon receiving the annual list and hearing the presentation of the Trust Fund Public Advisory Committee, reviews and approves the project list, including the associated funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the project awards for the project categories of open space acquisition, floodplain protection, historic preservation improvements, and improvements to County and municipal park facilities as set forth in the attached schedule in the recommended amounts of funding to be disbursed, subject to the appropriation of adequate funding.

BE IT FURTHER RESOLVED, that the County Executive or the County Administrator be and is hereby authorized to enter into a grant agreement contract with each award recipient and any

additional necessary documents, in such form to be approved by the Office of County Counsel.

2021 TRUST FUND PROJECT GRANT FUNDING AWARDS

| Vendor Code | Grant Recipient | Project Name | Recommendation | Contract No. / Budget Code |
|---|----------------------------|---|----------------|----------------------------|
| Open Space Acquisition Projects: | | | | |
| N/A | County of Bergen | Filippone Property | \$100,000 | 03-200-56-130-910-211 |
| 1254 | Borough of East Rutherford | Richard Outwater House | \$600,000 | 2100509 |
| 24107 | Land Conservancy of NJ | RMP Addition - Stag Hill | \$225,000 | 2100510 |
| 2758 | Borough of Park Ridge | Park Ridge Land Acquisition | \$92,500 | 2100511 |
| Historic Preservation Projects: | | | | |
| 901980 | Township of Little Ferry | Sokol Hall | \$45,000 | 2100512 |
| 6447 | Township of Oakland | Van Allen House | \$87,500 | 2100513 |
| 900612 | Borough of Oradell | Oradell Train Station | \$281,736 | 2100514 |
| County Park Improvement Projects: | | | | |
| N/A | County of Bergen | Comfort Stations at County Golf Courses | \$1,447,624 | 03-200-56-130-910-212 |
| N/A | County of Bergen | Riverside County Park South Phase III Improvements | \$10,000,000 | 03-200-56-130-910-213 |
| Municipal Program Park Improvement Projects: | | | | |
| 6445 | Allendale | Crestwood Park Improvements: PA System, walkway, lighting, trees | \$75,000 | 2100515 |
| 520 | Bergenfield | Improvements to Coopers Pond Phase II: Pond dredging, patio, road | \$117,592 | 2100516 |
| 900238 | Bogota | Firemans Park Improvement Project: Path, landscaping, lights | \$53,399 | 2100517 |
| 738 | Carlstadt | Garden-Orchard Recreation Complex Phase II: Parking, playground | \$214,401 | 2100518 |
| 6449 | Cliffside Park | West Grantwood Park Improvements: Lighting, turf field, drainage | \$122,147 | 2100519 |
| 900237 | Closter | High Street Dog Park; High Street Park dog park with new equipment | \$26,000 | 2100520 |
| 900606 | Cresskill | Third Street Recreational Complex: Pre-engineered pedestrian bridge | \$70,592 | 2100521 |
| 900235 | Dumont | Veterans Memorial Park Improvements Phase II: Walkway, theater | \$96,442 | 2100522 |
| 900906 | Edgewater | Veterans Field Playground Improvements: Resurfacing and drainage | \$122,147 | 2100523 |
| 900607 | Elmwood Park | Borough Park Improvements: Field, fencing, and pavement repairs | \$441,239 | 2100524 |
| 903613 | Emerson | Benkovic Field Lighting: Hillman-Villano Field lighting, cameras | \$77,340 | 2100525 |
| 6450 | Englewood | Artus Park Development Project: Basketball, sidewalks, benches | \$53,850 | 2100526 |
| 900233 | Englewood Cliffs | Witte Field ADA Improvements Project: New and existing paths | \$122,147 | 2100527 |
| 1373 | Fair Lawn | Memorial Park Outdoor Multi-Sport Court: Multi-sport construction | \$110,485 | 2100528 |
| 1340 | Fairview | Fairview Dog Park: Gazebo, exercise equipment, benches, paths | \$122,147 | 2100529 |
| 1448 | Fort Lee | Fort Lee Childrens Playground: Construction of all-ages playground | \$122,147 | 2100530 |
| 6585 | Franklin Lakes | Parsons Pond Park Trail Improvements: Bridge, road striping, maps | \$75,200 | 2100531 |
| 1511 | Garfield | Columbus Park Improvements: Paths, benches, lighting, amenities | \$679,375 | 2100532 |
| 900232 | Glen Rock | Glen Rock Borough Alcove Park Project: Walkway, trees, plantings | \$72,999 | 2100533 |
| 1633 | Hackensack | Parks Lightning Detection Project: Lightning detection systems | \$63,825 | 2100534 |
| 900608 | Harrington Park | George Street Tennis Court Improvements: Surface, curbing, fence | \$145,259 | 2100535 |
| 900609 | Hasbrouck Heights | Woodland Park Site Improvements: Pavilion and community garden | \$58,926 | 2100536 |
| 8381 | Haworth | Park Street Construction & Rehabilitation: New pickleball courts | \$60,750 | 2100537 |
| 1724 | Hillsdale | Beechwood Park Improvements: Playground, pathways, seating | \$56,250 | 2100538 |
| 900737 | Leonia | Sylvan Park Improvements Project: Parking lot, walkway repairs | \$122,147 | 2100539 |
| 901980 | Little Ferry | Lakeview Park Playground: Replacement of surface and equipment | \$63,000 | 2100540 |
| 903610 | Lodi | Rehabilitation of the Memorial Park Amphitheater: Renovations | \$107,332 | 2100541 |
| 2138 | Lyndhurst | Townhall Park Accessible Playground: Playground equipment | \$50,000 | 2100542 |
| 901976 | Mahwah | Renovations to Commodore Perry Fields: Courts, fencing, batting | \$100,000 | 2100543 |
| 2248 | Maywood | Fred Zigrest Centennial Park/Grove Park Playground Improvements | \$198,685 | 2100544 |
| 2398 | Montvale | Huff Park Playground Improvements Project: Surface, landscaping | \$77,340 | 2100545 |
| 2584 | New Milford | Sutton Place Tennis Court Improvements: Installation of court lighting | \$66,825 | 2100546 |
| 2610 | North Arlington | Fisher Field Improvements Phase II: Courts, landscaping, furniture | \$98,853 | 2100547 |
| 2638 | Northvale | Veterans Park Playground Improvements: Equipment, benches, tables | \$22,650 | 2100548 |
| 6446 | Norwood | Kennedy Park improvements: ADA-compliant playground, dugout | \$197,612 | 2100549 |
| 6447 | Oakland | Truman Field Refurbishments: New surface, leveling, sprinkler system | \$204,369 | 2100550 |
| 900611 | Old Tappan | Old Tappan Golf Course Underground Irrigation: Irrigation system | \$77,340 | 2100551 |
| 900612 | Oradell | Improvements to Grant Field: Chain-link fencing, backstops, benches | \$42,199 | 2100552 |
| 903609 | Palisades Park | Lindbergh Field Improvements Project Phase II: Fencing, landscaping | \$50,000 | 2100553 |
| 2749 | Paramus | Mele Park Tennis Courts Project: Installation of tennis and pickleball | \$207,505 | 2100554 |
| 6448 | Ramsey | Finch Park Pickleball Court Installation: Convert rink to pickleball | \$72,500 | 2100555 |
| 3030 | Ridgefield | Willis Park Pickleball Courts Project: Court surfacing, lining, fencing | \$85,973 | 2100556 |
| 3031 | Ridgefield Park | Mount Vernon Street Pedestrian Walkway & Park: Various amenities | \$122,153 | 2100557 |
| 900614 | River Edge | Outdoor Fitness Court at Veterans Memorial Park: Fitness court | \$87,165 | 2100558 |
| 3049 | River Vale | River Vale Pickleball Court Construction Project: New pickleball courts | \$77,340 | 2100559 |
| 3077 | Rockleigh | Borough Hall Parking Lot Improvements: Access to hiking trails | \$67,260 | 2100560 |
| 6451 | Rutherford | Tamblyn Field Perimeter Walking Track: Continuous asphalt path | \$50,758 | 2100561 |
| 903608 | Saddle River | Rindlaub Park Pedestrian Bridge: Pedestrian bridge connecting areas | \$200,000 | 2100562 |

2021 TRUST FUND PROJECT GRANT FUNDING AWARDS

| Vendor Code | Grant Recipient | Project Name | Recommendation | Contract No. / Budget Code |
|-------------|------------------|---|----------------|----------------------------|
| 3305 | South Hackensack | Veterans Memorial Improvements Project: landscaping, pavers, lights | \$49,959 | 2100563 |
| 3525 | Teaneck | Argonne Park Improvements: Resurfacing of park tennis courts | \$94,091 | 2100564 |
| 900616 | Waldwick | Ted Bell Park Improvements: Completion of ADA-compliant playground | \$75,000 | 2100565 |
| 3758 | Wallington | Mount Pleasant Basketball Court Improvements: Striping, benches | \$56,250 | 2100566 |
| 900600 | Woodcliff Lake | Galaxy Gardens Passive Park: New passive park, gazebo, lighting | \$110,157 | 2100567 |
| 3865 | Wood-Ridge | Bowman Park Improvements: Pickleball, fencing, paths, sprinklers | \$63,000 | 2100568 |
| 3879 | Wyckoff | Walking Trail at Russel Farms Community Park: Install Plexi-pave | \$48,000 | 2100569 |

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 57-2022**

RE: Authorize Release of Escrow /William Greco/13 Murry Road/Block 1601/Lot 7

WHEREAS, William Greco located at 13 Murry Road, Montvale, NJ 07645 have requested release of escrow posted for Block 1601, Lot 7; and

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale hereby release to William Greco in the amount of \$458.00; and

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

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

Adopted: February 8, 2022

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 58-2022**

RE: Authorize Release of Escrow /Jennifer Hughes/27 Flintlock Road/Block 1301/Lot 24.16

WHEREAS, Jennifer Hughes located at 27 Flintlock Road, Montvale, NJ 07645 have requested release of escrow posted for Block 1301, Lot 24.16; and

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

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale hereby release to Jennifer Hughes in the amount of \$456.50; and

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

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

Adopted: February 8, 2022

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 59-2022**

RE: Authorize Release of Security Deposit/Dmitri N. Luke/26 North Kinderkamack Road/Lease

WHEREAS, Dr. Luke Dmitri rented space at 26 North Kinderkamack Road, Montvale, NJ 07645 which is a currently owned by the Borough of Montvale; and

WHEREAS, said prior lease has now expired and the security deposit shall be released in the amount of \$1,800.00; and

WHEREAS, the Borough of Montvale take no exception to the release; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale hereby release to Dmitri N. Luke, DPM, 548 Lafayette Avenue, Westwood, NJ 07675 in the amount of \$1,800.00; and

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

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

Adopted: February 8, 2022

ATTEST:

Maureen Iarossi-Alwan
Municipal Clerk

APPROVED:

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 60-2022**

RE: Authorize Refund/Holistic Health & Wellness Center/Chestnut Ridge Road/Montvale

WHEREAS, Holistic Health & Wellness Center, with offices at 70J Chestnut Ridge Road, Montvale paid a fee in the amount of \$100.00 for a Certificate of Fire which was not required; and

WHEREAS, the e Borough of Montvale take no exception to the release; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale a reimbursement in the amount of \$100.00 shall be paid to Dr. Christina LaPaglia, Holistic Health & Wellness Center, with offices at 70J Chestnut Ridge Road, Montvale 07645; and

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

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

Adopted: February 8, 2022

ATTEST:

APPROVED:

Maureen Iarossi-Alwan
Municipal Clerk

Michael Ghassali
Mayor

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 61-2022**

RE: Amending Resolution No. 112-2021 To Establish Additional Recreational Fees for Year 2022

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 |
| | Jan-May | \$40 | \$60 |
| Adult Soccer | 10 weeks | \$15 | \$20 |
| Golf Instruction | 6 weeks | \$115 | \$135 |
| | 8 weeks | \$150 | \$170 |
| 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 | \$450 per child \$1350 family max | \$500 per child \$1500 family max |
| Adventure Camp: Grades 6-7 | 4 weeks | \$550 per child | \$610 per child |
| 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 |
| The Way- The Art of Life | 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 | \$115 | \$145 |
| | 8 weeks | \$150 | \$190 |
| 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 | |
| Basketball Badges | | | |
| Adult (Ages 18-61) | Residents: Lifetime Non-Residents: January-December | Free | \$25 |
| Child (Ages 17 & Younger) | Residents: Lifetime Non-Residents: January-December | Free | \$15 |
| Seniors (Ages 62 & Older) | Residents: Lifetime Non-Residents: January-December | Free | \$10 |
| | | \$5 Fee for Replacement Basketball Badge | |
| Pickleball Badges | | | |
| Adult (Ages 18-61) | Residents: Lifetime Non-Residents: January-December | Free | \$25 |
| Child (Ages 17 & Younger) | Residents: Lifetime Non-Residents: January-December | Free | \$15 |
| Seniors (Ages 62 & Older) | Residents: Lifetime Non-Residents: January-December | Free | \$10 |
| | | \$5 Fee for Replacement Pickleball Badge | |

| | | | |
|--------------------------------|--------------------|-------|-------|
| Ultimate Frisbee | 6 weeks | \$75 | \$95 |
| | 8 weeks | \$100 | \$120 |
| Volleyball- Adult | January-May | \$210 | \$230 |
| Volleyball- Girls | 8 weeks | \$140 | \$160 |
| Women's Softball- Adult | April - August | \$60 | \$70 |
| Yoga | 8 weeks | \$80 | \$100 |
| Yoga Mini Session | 4 weeks | \$40 | \$100 |
| Youth Theater | September-December | \$10 | \$50 |

WHEREAS, Borough Owned Recreational Fields and Facilities 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 be provide a schedule to the Field Coordinator no later than February 1 and June 1 for the respective Spring and Fall seasons.

WHEREAS, MAL, Recreation, Pascack Hills High School and churches are exempt from payment of fees relating to field use.

| <u>Facilities</u> | <u>Fee</u> | <u>Resident Team/Corporation</u> | <u>Non-Resident Team/Corporation</u> |
|---|--|---|---|
| Ballfields: Baseball or Softball (Memorial, Fieldstone or LaTrenta) | Per Hour Per Field (2 hour minimum) | \$25 | \$50 |
| 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) |
| Basketball Courts: (Memorial) | Per Hour: Court #2 Only | \$25 | \$50 |
| Tennis Court Group Reservation (Memorial or LaTrenta) *Two court maximum reservation at any one location | Per Day | \$25 | \$50 |
| Corporation Event Field Reservation (1 scheduled day plus 2 rain dates) | Per Day | \$200 | \$400 |

Field and Facility Permit Regulations

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 1 or 2 hour time period or any part thereof, that a field/facility 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/Facility 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 and the following season.

Lightning Detection Credit Policy: If the lightning detector activates with less than 50% of scheduled time elapsed for that date, the organization shall receive a credit for that day's scheduled timeslot. If the lightning detector activates after 50% of the scheduled time has elapsed, no time credit will be granted.

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

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 for Spring season and June 1st for Fall season, field use will be established with the following order of preference:

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

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

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

Adopted: February 8, 2022

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 | \$4,378,736.22 | Bill List Wire 2/8/2022 |
| | <u>265,379.16</u> | Wires/Manual Checks |
| Current TOTAL | 4,644,115.38 | |
| Capital | 55,730.77 | Bill List Wire 2/8/2022 |
| Escrow | 15,616.25 | Bill List Wire 2/8/2022 |
| Housing Trust | 2,896.50 | Bill List Wire 2/8/2022 |
| Open Space Trust | 552.00 | Bill List Wire 2/8/2022 |
| General Trust | 958.25 | Bill List Wire 2/8/2022 |
| Dog Trust | 278.78 | Bill List Wire 2/8/2022 |

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 2/8/22*

Introduced by: _____

Approved: 2/8/22

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Maureen Iarossi-Alwan, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
February 8, 2022

| <u>Check #</u> | <u>PO #</u> | <u>Date</u> | <u>Transaction/Vendor</u> | <u>Amount</u> |
|----------------|-------------|-------------|---------------------------------|-------------------|
| WIRE | | 1/27/22 | Payroll Account-Current | 160,315.44 |
| WIRE | | 1/27/22 | Salary Deduction Account | 104,339.72 |
| WIRE | | 1/27/22 | FSA Account | 50.00 |
| 1138 | 22-00153 | 1/25/22 | Institute for Professional Dev. | 50.00 |
| 1140 | 22-00099 | 2/1/22 | | 624.00 |
| Total | | | | <u>265,379.16</u> |

P.O. Type: All

Range: First to Last

Format: Condensed

Open: N

Paid: N

Void: N

Rcvd: Y

Held: Y

Aprv: N

Bid: Y

State: Y

Other: Y

Exempt: Y

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|--------------------------------|----------|---------|--------------------------------|--------|--------------|-------------|----------|---------|
| 00019 | MUNICIPAL CAPITAL CORPORATION | | | | | | | | |
| | 22-00008 | 01/03/22 | | COPY MACHINE LEASE - MAILROOM | Open | 399.00 | 0.00 | | B |
| | 22-00009 | 01/03/22 | | COPY MACHINE LEASE - POLICE | Open | 179.00 | 0.00 | | B |
| | 22-00010 | 01/03/22 | | WIDE FORMAT COLOR COPIER | Open | 444.00 | 0.00 | | B |
| | | | | | | 1,022.00 | | | |
| 00027 | BT SPECIALTIES | | | | | | | | |
| | 22-00197 | 01/27/22 | | PLAQUE - R.S. CURRY LIBRARY | Open | 169.00 | 0.00 | | |
| 00046 | COUNTY OF BERGEN, TREASURER | | | | | | | | |
| | 22-00188 | 01/27/22 | | 2022 COUNTY TAXES | Open | 1,434,749.00 | 0.00 | | B |
| 00057 | ENFORSYS FIRE SYSTEMS, INC. | | | | | | | | |
| | 22-00042 | 01/04/22 | | MAINTENANCE/SUBSCRIPTION FEE | Open | 1,128.75 | 0.00 | | |
| 00097 | CABLEVISION | | | | | | | | |
| | 22-00165 | 01/24/22 | | 07873-199375-01-1 CABLEVISION | Open | 194.96 | 0.00 | | |
| | 22-00218 | 02/03/22 | | 07873-218840-01-0 CABLEVISION | Open | 21.04 | 0.00 | | |
| | 22-00219 | 02/03/22 | | 07873-240495-01-5 CABLEVISION | Open | 116.23 | 0.00 | | |
| | | | | | | 332.23 | | | |
| 00104 | MONTVALE BOARD OF EDUCATION | | | | | | | | |
| | 22-00005 | 01/03/22 | | 2022 LOCAL SCHOOL TAXES | Open | 1,443,626.00 | 0.00 | | B |
| 00137 | PASCACK VALLEY REGIONAL HS DST | | | | | | | | |
| | 22-00004 | 01/03/22 | | 2022 REGIONAL SCHOOL TAXES | Open | 1,169,061.17 | 0.00 | | B |
| 00146 | PSE&G CO. | | | | | | | | |
| | 22-00156 | 01/24/22 | | PSE&G - DECEMBER 2021 | Open | 2,521.72 | 0.00 | | |
| 00151 | LAMENDOLA, BRIAN | | | | | | | | |
| | 22-00176 | 01/26/22 | | REIMB CLOTHING ALLOWANCE | Open | 122.38 | 0.00 | | |
| 00177 | LUKE, DMITRI DPM | | | | | | | | |
| | 22-00213 | 02/01/22 | | RENT SECURITY DEPOSIT REFUND | Open | 1,800.00 | 0.00 | | |
| 00186 | PRIMEPAY, LLC | | | | | | | | |
| | 21-00179 | 01/25/21 | | 2021 FSA FEES | Open | 482.00 | 0.00 | | B |
| 00215 | TOWNSHIP OF RIVER VALE | | | | | | | | |
| | 22-00006 | 01/03/22 | | 2022 PASCACK VALLEY DPW | Open | 155,728.63 | 0.00 | | B |
| 00249 | CLEARSPAN FABRIC STRUCTURES | | | | | | | | |
| | 21-00856 | 07/02/21 | | SALT SHED REPAIRS | Open | 28,355.85 | 0.00 | | |
| 00258 | ROCKLAND ELECTRIC COMPANY | | | | | | | | |
| | 22-00217 | 02/03/22 | | ROCKLAND ELECTRIC CO. -JANUARY | Open | 1,710.49 | 0.00 | | |

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|---------------------------------|----------|----------|--------------------------------|--------|-----------|-------------|----------|---------|
| 00297 | FRA TECHNOLOGIES | 22-00007 | 01/03/22 | 2022 MAINTENANCE CONTRACT | Open | 675.00 | 0.00 | | |
| 00375 | BOROUGH OF PARK RIDGE | 22-00015 | 01/03/22 | TRI-BORO FUEL - NOVEMBER 2021 | Open | 4,956.69 | 0.00 | | |
| | | 22-00029 | 01/03/22 | EMERGENCY STOP SWITCH REPAIR | Open | 970.00 | 0.00 | | |
| | | | | | | 5,926.69 | | | |
| 00380 | SPATIAL DATA LOGIC, INC. | 22-00149 | 01/20/22 | WEBSITE DESIGN/MANAGE/HOSTING | Open | 19,595.00 | 0.00 | | |
| 00400 | FAIRFIELD MAINTENANCE, INC. | 21-01558 | 12/08/21 | AB OPERATOR / MONTHLY INSPECT. | Open | 387.00 | 0.00 | | B |
| 00409 | FLANAGAN PRODUCTIONS, LLC | 22-00035 | 01/04/22 | BASIC NEWSLETTER LAYOUT | Open | 1,140.00 | 0.00 | | |
| 00497 | LEVITZKI, ANN | 21-00149 | 01/20/21 | 2021 COURT - CELL PHONE | Open | 62.18 | 0.00 | | B |
| 00578 | TREASURER, STATE OF NJ DCA | 22-00054 | 01/06/22 | 4TH QUARTER STATE FEE - 2021 | Open | 23,308.00 | 0.00 | | |
| 00602 | ANCHOR FENCE CONTRACTORS, INC. | 21-01469 | 11/18/21 | DAMAGED TRAIL FENCE 2021 | Open | 2,450.00 | 0.00 | | |
| 00635 | CDW GOVERNMENT | 21-01512 | 12/01/21 | BARRACUDA EMAIL PROTECTION | Open | 21,816.00 | 0.00 | | |
| 00660 | AMERICAN ASPHALT & MILLING | 20-00989 | 08/13/20 | NJDOT FY2020-VAR STREET IMPROV | Open | 3,365.92 | 0.00 | | B |
| 00661 | HANNA, JEFFREY | 22-00160 | 01/24/22 | REIMB CLOTHING HOLSTER | Open | 66.67 | 0.00 | | |
| 00699 | ATLANTIC TOMORROWS OFFICE | 21-01605 | 12/16/21 | PD COPY USE OVERCHARGE | Open | 19.20 | 0.00 | | |
| 00730 | BOGGIA, BOGGIA, BETESH & VOYTUS | 21-00116 | 01/13/21 | 2021 LEGAL FEES | Open | 13,879.62 | 0.00 | | B |
| | | 22-00028 | 01/03/22 | TRUST - RESERVE FOR HOUSING | Open | 2,115.00 | 0.00 | | |
| | | | | | | 15,994.62 | | | |
| 00731 | COLLIER'S ENGINEERING & DESIGN | 21-00272 | 02/17/21 | 2021 GENERAL ENGINEERING | Open | 1,691.00 | 0.00 | | B |
| | | 21-01368 | 10/28/21 | 2021 ROAD IMPROVEMENT-DESIGN | Open | 24,009.00 | 0.00 | | B |
| | | 22-00066 | 01/11/22 | MUNICIPAL ENGINEERING REVIEW | Open | 222.50 | 0.00 | | |
| | | 22-00070 | 01/11/22 | MUNICIPAL ENGINEERING REVIEW | Open | 1,913.50 | 0.00 | | |
| | | 22-00075 | 01/11/22 | MUNICIPAL ENGINEERING REVIEW | Open | 6,797.00 | 0.00 | | |
| | | 22-00078 | 01/12/22 | MUNICIPAL ENGINEERING REVIEW | Open | 3,159.50 | 0.00 | | |
| | | 22-00097 | 01/12/22 | MUNICIPAL PLANNING REVIEW | Open | 3,615.75 | 0.00 | | |
| | | 22-00110 | 01/18/22 | GENERAL WORK | Open | 1,000.50 | 0.00 | | |
| | | 22-00113 | 01/18/22 | MEETINGS-SITE PLANNING REVIEW | Open | 130.50 | 0.00 | | |

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|--------------------------------|----------|----------|--------------------------------|--------|-----------|-------------|----------|---------|
| 00731 | COLLIER'S ENGINEERING & DESIGN | | | Continued | | | | | |
| | | 22-00123 | 01/18/22 | BOROUGH PLANNER | Open | 88.50 | 0.00 | | B |
| | | 22-00139 | 01/19/22 | AFFORDABLE HOUSING 2020 SVCS | Open | 130.50 | 0.00 | | |
| | | 22-00183 | 01/27/22 | MUNICIPAL ENGINEERING REVIEW | Open | 135.75 | 0.00 | | |
| | | | | | | 42,894.00 | | | |
| 00769 | URBAN AUTO SPA | | | | | | | | |
| | | 22-00069 | 01/11/22 | CAR WASH AND OIL CHANGE SVC. | Open | 30.17 | 0.00 | | |
| 00789 | NJAPZA | | | | | | | | |
| | | 22-00052 | 01/06/22 | 2022 MEMBERSHIP DUES - NJAPZA | Open | 200.00 | 0.00 | | |
| 00830 | LINDA VISTA TOWNHOUSES CONDO. | | | | | | | | |
| | | 22-00101 | 01/13/22 | HOMEOWNER ASSOC FEE ASSISTANCE | Open | 100.00 | 0.00 | | |
| 00891 | RIDGEMONT PIZZA & RESTAURANT | | | | | | | | |
| | | 22-00202 | 01/28/22 | EMPLOYEE LUNCH - 1/28/2022 | Open | 109.18 | 0.00 | | |
| 00896 | GIAMMARINO, MICHAEL | | | | | | | | |
| | | 22-00056 | 01/06/22 | 2022 INTERPRETING SERVICES | Open | 150.00 | 0.00 | | B |
| 00959 | TROPHY KING | | | | | | | | |
| | | 22-00084 | 01/12/22 | SHADOW BOX NEWELL | Open | 225.00 | 0.00 | | |
| 00998 | EJG SPORTS LLC | | | | | | | | |
| | | 21-01019 | 08/05/21 | SOCCER GOALS AT FIELDSTONE MS | Open | 552.00 | 0.00 | | |
| 01002 | ZOOM VIDEO COMMUNICATIONS, INC | | | | | | | | |
| | | 22-00079 | 01/12/22 | ZOOM VIDEO COMMUNICATIONS | Open | 2,459.60 | 0.00 | | |
| 01063 | SUMMIT RIDGE CONDOMINIUM | | | | | | | | |
| | | 22-00102 | 01/13/22 | HOMEOWNER ASSOC FEE ASSISTANCE | Open | 50.00 | 0.00 | | |
| 01134 | RESERVE ACCOUNT | | | | | | | | |
| | | 22-00016 | 01/03/22 | POSTAGE - ANIMAL LICENSE RENEW | Open | 278.78 | 0.00 | | |
| | | 22-00109 | 01/18/22 | 2022 POSTAGE METER REFILL | Open | 1,600.00 | 0.00 | | B |
| | | | | | | 1,878.78 | | | |
| 01151 | GILL ID SYSTEMS | | | | | | | | |
| | | 22-00080 | 01/12/22 | 2022 BADGE VALIDATION LABELS | Open | 75.00 | 0.00 | | |
| 01191 | BROADMAN, DEBRA | | | | | | | | |
| | | 22-00209 | 01/31/22 | 2022 WELLNESS PROGRAM - FEB. | Open | 60.00 | 0.00 | | |
| 01330 | GHASSALI, MICHAEL | | | | | | | | |
| | | 22-00127 | 01/18/22 | MAILCHIMP 2022 | Open | 103.98 | 0.00 | | B |
| 01338 | NJ MOTOR VEHICLE COMMISSION | | | | | | | | |
| | | 22-00091 | 01/12/22 | PD ANNUAL ADMIN FEE | Open | 150.00 | 0.00 | | |
| 01408 | VALLEY VIEW AT MONTVALE COND. | | | | | | | | |
| | | 22-00100 | 01/13/22 | HOMEOWNER ASSOC FEE ASSISTANCE | Open | 150.00 | 0.00 | | |

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|-------------------------------|----------|----------|--------------------------------|--------|----------|-------------|----------|---------|
| 01424 | REGIONAL COMMUNICATIONS, INC. | 21-01273 | 10/06/21 | PM/FCC 3 RADIOS | Open | 349.00 | 0.00 | | |
| 01471 | RICCIARDELLA ELECTRIC INC. | 21-01574 | 12/10/21 | HUFF POND AERATOR REMOVAL | Open | 225.00 | 0.00 | | |
| 01542 | WICKERSHEIM & SONS | 21-01562 | 12/08/21 | LIBRARY BATHROOMS DOWN/FLOOD | Open | 2,114.40 | 0.00 | | |
| 01638 | FRESH H2O FILTRATION SYSTEMS | 22-00039 | 01/04/22 | 2022 WATER COOLER RENTAL | Open | 119.97 | 0.00 | | B |
| | | 22-00076 | 01/11/22 | 4 STAGE MICRO FILTER CHANGE | Open | 125.00 | 0.00 | | |
| | | | | | | 244.97 | | | |
| 01643 | DENT, LISA | 22-00155 | 01/24/22 | SUBSCRIPTION - CREATING FLYERS | Open | 119.99 | 0.00 | | |
| 01680 | WEGMANS BUSINESS | 22-00124 | 01/18/22 | 2022 WELLNESS PROGRAM - JAN. | Open | 17.88 | 0.00 | | |
| 01767 | VERIZON | 22-00158 | 01/24/22 | 555-569-014-0001-55 VERIZON | Open | 170.64 | 0.00 | | |
| 01773 | PECO | 21-01615 | 12/17/21 | TALLY 2380 BLACK RIBBON | Open | 152.70 | 0.00 | | |
| 01852 | REDICARE LLC | 22-00087 | 01/12/22 | PD MEDICAL SUPPLIES AT HQ | Open | 196.09 | 0.00 | | |
| 01854 | STALKER RADAR | 21-01601 | 12/16/21 | PD RADAR REMOTES | Open | 264.00 | 0.00 | | |
| 01856 | MONTVALE FLORIST | 22-00086 | 01/12/22 | SYMPATHY FLOWERS ROSE CURRY | Open | 75.00 | 0.00 | | |
| 02141 | REGAN, ROBERT T., ESQ. | 22-00134 | 01/19/22 | MONTVALE- COAH | Open | 351.00 | 0.00 | | |
| | | 22-00137 | 01/19/22 | PROFESSIONAL FEES- SENTRY LABS | Open | 600.00 | 0.00 | | |
| | | | | | | 951.00 | | | |
| 02679 | EDMUNDS GOVTECH | 22-00144 | 01/20/22 | PRINTING OF TAX BILLS 2021 | Open | 2,046.67 | 0.00 | | |
| 02757 | TYCO ANIMAL CONTROL SERVICES | 21-00119 | 01/13/21 | 2021 ANIMAL CONTROL SERVICES | Open | 875.00 | 0.00 | | B |
| 03060 | TRI-STATE TECHNICAL SERVICES | 22-00013 | 01/03/22 | 2022 ADOBE SOFTWARE / DROPBOX | Open | 36.38 | 0.00 | | B |
| | | 22-00014 | 01/03/22 | 2022 MICROSOFT WEB EXCHANGE | Open | 428.00 | 0.00 | | B |
| | | 22-00114 | 01/18/22 | 2022 COMPUTER MAINTENANCE | Open | 1,545.84 | 0.00 | | B |
| | | 22-00154 | 01/24/22 | ZOOM MONTHLY COURT CHARGE-FEB. | Open | 17.05 | 0.00 | | |
| | | | | | | 2,027.27 | | | |

February 3, 2022
12:20 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 5

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|------------------------|------------------------------|----------|------------------------|------------------------------|--------|--------------------|-------------|--------------|-------------------------|
| 03148 | COUNTY OPEN SPACE TRUST FUND | 22-00186 | 01/27/22 | 2022 COUNTY OPEN SPACE TAXES | Open | 59,542.00 | 0.00 | | B |
| 03666 | VERIZON -3070534 | 22-00157 | 01/24/22 | 450-001-742-0001-13 VERIZON | Open | 11.75 | 0.00 | | |
| 03682 | CRUISE, E. K. | 22-00163 | 01/24/22 | REIMB CLOTHING ALLOWANCE | Open | 240.40 | 0.00 | | |
| 03727 | STAPLES INC | 22-00065 | 01/10/22 | OFFICE SUPPLIES | Open | 256.71 | 0.00 | | |
| 03987 | MAZZEO, NICHOLAS | 22-00162 | 01/24/22 | REIMB CLOTHING ALLOWANCE | Open | 85.09 | 0.00 | | |
| <hr/> | | | | | | | | | |
| Total Purchase Orders: | | 86 | Total P.O. Line Items: | | 0 | Total List Amount: | | 4,454,768.77 | 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 2022 | 1-01 | 56,713.94 | 0.00 | 56,713.94 | 0.00 | 0.00 | 56,713.94 |
| CURRENT FUND 2022 | 2-01 | 4,322,022.28 | 0.00 | 4,322,022.28 | 0.00 | 0.00 | 4,322,022.28 |
| CAPITAL FUND | C-04 | 55,730.77 | 0.00 | 55,730.77 | 0.00 | 0.00 | 55,730.77 |
| BOA ESCROW ACCOUN | E-08 | 15,616.25 | 0.00 | 15,616.25 | 0.00 | 0.00 | 15,616.25 |
| OTHER TRUST ACCOU | T-03 | 3,854.75 | 0.00 | 3,854.75 | 0.00 | 0.00 | 3,854.75 |
| DOG TRUST ACCOUNT | T-12 | 278.78 | 0.00 | 278.78 | 0.00 | 0.00 | 278.78 |
| OPEN SPACE TRUST | T-14 | 552.00 | 0.00 | 552.00 | 0.00 | 0.00 | 552.00 |
| Year Total: | | 4,685.53 | 0.00 | 4,685.53 | 0.00 | 0.00 | 4,685.53 |
| Total of All Funds: | | 4,454,768.77 | 0.00 | 4,454,768.77 | 0.00 | 0.00 | 4,454,768.77 |