

AGENDA
WORK SESSION MEETING
BOROUGH OF MONTVALE
Mayor and Council Meeting
January 30, 2024
No Closed Executive Session
Meeting to Commence 7:30PM

ROLL CALL:

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

ORDINANCES:

INTRODUCTION OF ORDINANCE NO. 2024-1549 AN ORDINANCE TO AMEND SALARY ORDINANCE NO. 2023-1538 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 FOR THE YEAR 2024
(public hearing 2-8-24)

INTRODUCTION OF ORDINANCE NO. 2024-1550 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 170 OF THE BOROUGH CODE TO AMEND CERTAIN SUBCODE FEES
(public hearing 2-8-24)

MEETING OPEN TO PUBLIC

Agenda Items Only

MEETING CLOSED TO PUBLIC

Agenda Items Only

MINUTES:

January 11, 2024

Budget Meeting January 22, 2024

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.

51-2024 Appointing Permanent Montvale Police Officer, Dan Wynohradnyk

52-2024 Appointing Permanent Montvale Police Officer, Josh Garra

53-2024 Appointing Permanent Montvale Police Officer, Diego Salazar

54-2024 Appointing Permanent Montvale Police Officer, Glenn Moran

55-2024 A Resolution Appointing William Betesh, Esq. Of Boggia, Boggia & Betesh To Represent
The Borough Of Montvale In Tax Appeal Matters Pending As Of December 31, 2023

56-2024 Authorize Release of Escrow – Mario Jacovino – 31 Terkuile Road – Block 505, Lot 3

RESOLUTIONS: (CONSENT AGENDA*) - continued

- 57-2024 Authorize Change Order #1 and #2 for the NJDOT FY2022 – Summit Ave Roadway Project
58-2024 Authorizing to enter into Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Grant Program for Memorial Field, New Synthetic Turf Field Including Drainage and New Fencing
59-2024 Resolution Approving Municipal Court Judge for The Pascack Joint Municipal Court

BILLS:

ENGINEER'S REPORT:

Andrew Hipolit

ATTORNEY'S REPORT:

Dave Lafferty, Esq.

ADMINISTRATOR'S REPORT:

Joe Voytus

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- a. Discussion – Draft Pet Sales Ordinance

INTRODUCTION OF ORDINANCE NO. 2024-1551 AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 181 OF THE BOROUGH CODE TO PROHIBIT THE SALE OF DOGS AND CATS BY RETAIL STORES
(public hearing 2-8-24)

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 Meeting of the Mayor & Council will be held at 7:30pm on Thursday, February 8, 2024

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

**BOROUGH OF MONTVALE
ORDINANCE NO. 2024-1549**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on January 30, 2024 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on February 8, 2024 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

AN ORDINANCE TO AMEND SALARY ORDINANCE NO. 2023-1538 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 FOR THE YEAR 2024

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 | | 2023 Salary Range |
|-------|-----------------------------------|-----------------------|
| 1 | Borough Administrator | \$110,000 - \$150,000 |
| 2 | Safety Coordinator | \$5,000 - \$8,000 |
| 3 | Chief Financial Officer (PT) | \$21,000 - \$30,000 |
| 4 | Municipal Clerk | \$85,000 - \$110,000 |
| 5 | Municipal Clerk (PT) | \$65,000 - \$85,000 |
| 6 | Deputy Municipal Clerk (PT) | \$20,000 - \$55,000 |
| 7 | Admin. Assistant to Administrator | \$40,000 - \$65,000 |
| 8 | Tax Collector (PT) | \$62,000 - \$80,000 |
| 9 | Tax Assessor | \$37,000 - \$45,000 |
| 10 | Treasurer/Purchasing Agent | \$78,000 - \$110,000 |
| 11 | Deputy Treasurer | \$55,000 - \$65,000 |
| 12 | Accounts Payable Clerk | \$42,000 - \$55,000 |

| Title | | 2023 Salary Range | |
|-------|---|-------------------|-------------|
| 13 | Secretary, Planning Board/Land Use Admin. (PT) | \$83,000 | - \$105,000 |
| 14 | Planning Board Secretary Special Meetings | \$45 | - \$65/hour |
| 15 | Board Secretary, Clerical/Recording | \$130 | - \$160 |
| 16 | Office Manager (PT) | \$4,000 | - \$10,000 |
| 17 | Board of Health Secretary | \$7,000 | - \$10,000 |
| 18 | Registrar Vital Statistics | \$1,000 | - \$6,000 |
| 19 | Deputy Registrar Vital Statistics | \$500 | - \$2,500 |
| 20 | Construction Official | \$72,000 | - \$100,000 |
| 21 | Building Subcode Official and Inspector (PT) | \$30,000 | - \$45,000 |
| 22 | Zoning Officer | \$5,000 | - \$11,000 |
| 23 | Building Subcode and Special Inspections | \$50 | - \$80/hour |
| 24 | Administrative Assistant – Planning Board Assistant/ Confidential Secretary/ Board Secretary/ Departmental Coordinator/ Floater | \$40,000 | - \$70,000 |
| 25 | Facilities Manager, Buildings & Grounds and Property Inspector | \$20,000 | - \$30,000 |
| 26 | Property Maintenance Officer (PT) | \$20,000 | - \$25,000 |
| 27 | Construction Dept. Technical Assistant | \$50,000 | - \$70,000 |
| 28 | Plumbing Subcode Official and Inspector (PT) | \$30,000 | - \$45,000 |
| 29 | Plumbing Subcode and Special Inspections | \$50 | - \$80/hour |
| 30 | Fire Subcode Official and Inspector (PT) | \$30,000 | - \$45,000 |
| 31 | Fire Subcode and Special Inspections | \$50 | - \$80/hour |
| 32 | Electrical Subcode Official and Inspector (PT) | \$30,000 | - \$45,000 |
| 33 | Electrical Subcode and Special Inspections | \$50 | - \$80/hour |
| 34 | Fire Prevention Official | \$65,000 | - \$85,000 |
| 35 | Fire Inspector/ Senior/Deputy Fire Official | \$7,600 | - \$30,000 |
| 36 | Fire Prevention Secretary | \$1,000 | - \$3,000 |
| 37 | Municipal Court Administrator | \$75,000 | - \$95,000 |
| 38 | Deputy Municipal Court Administrator | \$55,000 | - \$75,000 |

| | | | | |
|-----|---|----------|---|------------|
| 39 | Court Security | \$20 | - | \$27/hour |
| 40 | Violations Clerk | \$40,000 | - | \$60,000 |
| 41 | Police Secretary | \$42,000 | - | \$60,000 |
| 42 | Administrative Assistant for Police Chief | \$50,000 | - | \$65,000 |
| 43 | Emergency Mgmt. Coordinator | \$5,000 | - | \$15,000 |
| 44 | Deputy Emergency Mgmt. Coordinator | \$3,000 | - | \$6,000 |
| 45 | Library Director | \$80,000 | - | \$105,000 |
| 46 | Library – Library Adult Services | \$55,000 | - | \$70,000 |
| 47 | Library (PT) | \$15.13 | - | \$55/hour |
| 48 | Library (PT) meetings | \$120 | - | \$225/mtg. |
| 49 | Construction Dept. Clerk | \$40,000 | | \$60,000 |
| 49A | Construction Dept. Clerk (PT) | \$20,000 | - | \$30,000 |
| 50 | Director of Recreation | \$52,000 | - | \$70,000 |
| 51 | Recreation Assistant | \$40,000 | - | \$55,000 |
| 51A | Recreation Assistant (PT) | \$20,000 | - | \$27,500 |
| 52 | Recreation Summer Camp Stipend | \$2,000 | - | \$6,000 |
| 53 | Summer Camp Counsellors | \$500 | - | \$2,000 |
| 54 | Park Monitor (PT) | \$20 | - | \$26/hour |
| 55 | Van Drivers (PT) | \$20 | - | \$25/hour |
| 56 | Station Technicians (PT) | \$15 | - | \$20/hour |
| 57 | Booker Cable Access TV | \$3,000 | - | \$6,000 |
| 58 | Archivist Records Manager/D.A.R.M. | \$25 | - | \$28/hour |
| 59 | Clerical/Recording Special Meetings | \$20 | - | \$40/hour |
| 60 | Deputy Construction Official | \$75,000 | - | \$85,000 |
| 61 | Wellness Coordinator | \$500 | - | \$1,000 |
| 62 | Wellness Incentive Participants | \$300 | - | \$500 |
| 63 | Executive Assistant to Police Chief | \$60,000 | - | \$80,000 |
| 64 | Coordinator, Off-Duty Details (PT) | \$10,000 | - | \$15,000 |

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 | | 2023 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:

| Title | | 2023 Salary Range |
|-------|--|-----------------------|
| A. | Chief | \$220,000 - \$250,000 |
| B. | Captain | \$200,000 - \$225,000 |
| C. | Lieutenant (Base Wage) | \$171,892 - \$176,705 |
| D. | Sergeants (Base Wage) | \$159,956 - \$164,434 |
| E. | Detective – Additional per year | \$4,500 - \$5,500 |
| 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 - \$60,000 |
| I. | Special/Auxiliary Police | \$22/hour - \$28/hour |
| J. | School Cross Guard/Police Matrons | \$22/hour - \$28/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 | \$48,733 | - \$50,098 |
| 6 months – 1 year | \$55,814 | - \$57,377 |
| 1 – 2 years | \$62,894 | - \$64,655 |
| 2 – 3 years | \$77,053 | - \$79,211 |
| 3 – 4 years | \$91,213 | - \$93,767 |
| 4 – 5 years | \$105,372 | - \$108,322 |
| 5 – 6 years | \$119,530 | - \$122,877 |
| 6 – 7 years | \$133,691 | - \$137,435 |
| 7 – 8 years | \$147,850 | - \$151,990 |

SECTION 4B: In addition to the compensation stated above, Full Time Employees in Section 4 and Section 4A (excepting the Chief, Captain, and any other employee whose contract specifically excludes longevity), 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% |
| 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 the date of its adoption and publication as required by law, 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.

MICHAEL GHASSALI, Mayor

ATTEST:
FRANCES SCORDO
Municipal Clerk

INTRODUCTION: 1-30-24

| Councilmember | Yes | No |
|-----------------|-----|----|
| Arendacs | | |
| Cudequest | | |
| Koelling | | |
| Lane | | |
| Roche | | |
| Russo-Vogelsang | | |

ADOPTED: 2-8-24

| Councilmember | Yes | No |
|-----------------|-----|----|
| Arendacs | | |
| Cudequest | | |
| Koelling | | |
| Lane | | |
| Roche | | |
| Russo-Vogelsang | | |

**BOROUGH OF MONTVALE
ORDINANCE NO. 2024-1550**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on January 30, 2024 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on February 8, 2024 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

**AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING
CHAPTER 170 OF THE BOROUGH CODE TO AMEND CERTAIN SUBCODE FEES**

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

Section 1. Chapter 170, "Construction Codes, Uniform," Section 10, "Construction permit," shall be amended to add the underlined text and delete the bracketed text, as follows:

§170-10 Construction permit.

The fee for a construction permit shall be the sum of the subcode fees listed hereinafter, plus all applicable special fees listed herein, and shall be paid before the permit is issued. All fees are to be rounded to the nearest dollar amount.

A. The building subcode fees shall be:

- (1) New construction: [\$0.055 per cubic foot of building or structure volume.]
 - (a) New construction for Residential Use Group R5: \$0.060 per cubic foot of building or structure volume.
 - (b) New construction for all other use groups: \$0.065 per cubic foot of building or structure volume.
- (2) Minimum fee for new construction: [\$250.]
 - (a) New construction for Residential Use Group R5: \$250.
 - (b) New construction for all other use groups: \$750.
- (3) Additions: [\$0.055 per cubic foot of building or structure volume.]
 - (a) Additions for Residential Use Group R5: \$0.060 per cubic foot of building or structure volume.
 - (b) Additions for all other use groups: \$0.065 per cubic foot of building or structure volume.
- (4) Minimum fee for additions: [\$150.]
 - (a) Additions for Residential Use Group R5: \$150.
 - (b) Additions for all other use groups: \$500.

(5) Alterations or renovations: \$20 per \$1,000 of the estimated cost of construction.

(6) Minimum fee for alterations or renovations: \$150.

(7) All other fees shall be as follows:

(a) Roofs:

[1] Residential: no fee.

[2] Commercial: \$200.

(b) Siding: no fee.

(c) Pools:

[1] Aboveground: \$100.

[2] In-ground: \$200 plus C.O. fee.

(d) Sheds (over 100 square feet): \$150.

(e) Tennis courts: \$250.

(f) Asbestos/lead abatement: \$75.

(g) Tank installation:

[1] Residential: \$100.

[2] Commercial: \$150.

(h) (Reserved)

(i) Stoves (fuel-burning): \$75.

(j) Fences: \$75.

(k) Demolition:

[1] Principal residential: \$400.

[2] Accessory residential: \$150.

[3] Commercial: \$750.

(l) Air conditioning:

[1] Residential: \$75.

[2] Commercial: \$20 per \$1,000.

(m) Radon: \$60.

(n) Certificate of occupancy:

[1] Residential (N S F D): \$150.

[2] Residential (addition): \$100.

[3] Others (less than 10,000 square feet): \$150.

[4] Others (10,000 square feet and above): \$300.

(o) Certificate of compliance for asbestos: \$20.

(p) Signs:

[1] Thirty square feet or less: \$50.

[2] Over 30 square feet: \$100.

(q) All accessory structures not specifically mentioned above: \$100.

B. Plumbing subcode fees shall be:

(1) Minimum fee:

- (a) Residential: [~~\$75.~~] \$100.
 - (b) Commercial: \$150.
 - (2) Residential (per fixture): \$20.
 - (3) Commercial (per fixture): \$25.
 - (4) Other fees shall be as follows:
 - (a) Piping (or fuel oil): \$70.
 - (b) Sewer connection: \$75.
 - (c) Water service connection: \$75.
 - (d) Water heater:
 - [1] Residential: \$100.
 - [2] Commercial: \$100.
 - (e) Boiler:
 - [1] Residential: [~~\$75.~~] \$100.
 - [2] Commercial: [~~\$100.~~] \$125.
 - (f) Sewer pump:
 - [1] Residential: \$75.
 - [2] Commercial: \$100.
 - (g) Air conditioning:
 - [1] Residential: [~~\$75.~~] \$100.
 - [2] Commercial: [~~\$100.~~] \$125.
 - (h) Swimming pools:
 - [1] Residential: [~~\$75.~~] \$100.
 - [2] Commercial: [~~\$100.~~] \$125.
 - (i) Interceptor/separator: \$75.
 - (j) Backflow preventer: \$75.
 - (k) Refrigeration unit: \$75.
 - (l) Chimney liner: \$75.
 - (m) Furnace: \$75.
 - (n) All other devices:
 - [1] Residential: [~~\$75.~~] \$100.
 - [2] Commercial: [~~\$100.~~] \$125.
- C. The electrical subcode fees shall be:
- (1) Minimum fee:
 - (a) Residential: [~~\$75.~~] \$125.
 - (b) Commercial: \$150.
 - (2) Fixtures and receptacles:
 - (a) One to 50: \$75.
 - (b) Each additional 25: \$30.
 - (3) Motors:

- (a) One-eighth horsepower to one horsepower: \$30.
- (b) One horsepower to 10 horsepower: \$40.
- (c) Ten horsepower to 50 horsepower: \$50.
- (d) Fifty horsepower to 100 horsepower: \$100.
- (e) One hundred horsepower and over: \$400.

(4) Electrical devices:

- (a) One kilowatt to 10 kilowatt: \$75.
- (b) Ten kilowatt to 45 kilowatt: \$100.
- (c) Forty-five kilowatt to 112.5 kilowatt: \$200.
- (d) 112.5 kilowatt and over: \$400.

(5) Service:

- (a) Two hundred ampere: [\$100.] \$125.
- (b) Six hundred ampere: [\$125.] \$500.
- (c) One thousand ampere: [\$150.] \$600.
- (d) Over 1,000 ampere: [\$300.] \$650.
- (e) Temporary service: \$75.

(6) Generators/transformers:

- (a) One kilowatt to 7.5 kilowatt: \$75.
- (b) 7.5 kilowatt to 30 kilowatt: \$100.
- (c) Thirty kilowatt to 60 kilowatt: \$125.
- (d) Sixty kilowatt to 112.5 kilowatt: \$200.
- (e) Over 112.5 kilowatt: \$600.

(7) Other fees shall be as follows:

- (a) Heat, smoke, burglar detectors, data, telephone, intercoms:
 - [1] Residential: \$75.
 - [2] Commercial one to 25: \$150.
 - [3] Each additional 25: \$40.
- (b) Bonding: [\$50.] \$100 per pool.
- (c) Pools, whirlpools, spas with bonding: \$75.
- (d) Light standards:
 - [1] One to 10: \$75.
 - [2] Each additional: \$10.
- (e) Trench inspections: \$50.

D. Fire subcode fees shall be:

(1) Minimum fee:

- (a) Residential: \$75.
- (b) Commercial: \$150.

(2) Detectors and sprinkler heads:

- (a) One to 50: \$200.

- (b) 51 to 100: \$250.
- (c) 101 to 200: \$300.
- (d) 201 to 400: \$600.
- (e) Over 400: \$1,000.

(3) Suppression systems:

- (a) Fire pump: \$250.
- (b) Dry pipe, alarm valves, preaction valves, standpipes:
 - [1] 2.5-inch pipe: \$75.
 - [2] Four-inch pipe: \$125.
 - [3] Six-inch pipe: \$175.
 - [4] Eight-inch pipe: \$225.
 - [5] Over eight inches: \$275.

(4) Other fees shall be as follows:

- (a) Storage tanks, flammable, combustible, LPG:
 - [1] Residential: \$200.
 - [2] Commercial \$400.
- (b) Alarm devices, supervisory, signaling:
 - [1] Residential: \$75.
 - [2] Commercial:
 - [a] First 1 through 10: \$200.
 - [b] Eleven to 50: \$20 each.
 - [c] Over 50: \$25 each.

(c) Kitchen hood exhaust systems:

- [1] Residential: \$75.
- [2] Commercial: \$200.

- (d) Gas/oil-fired appliance: \$75.
- (e) Wood stoves: \$75.
- (f) Preengineered systems: \$125.
- (g) Pool heater: \$75.
- (h) Solar panels:

- [1] Residential: \$75.
- [2] Commercial: \$200.

(i) Tank removal:

- [1] Residential: \$100.
- [2] Commercial: \$150.

E. Elevator fees shall be as set forth in N.J.A.C. 5.23 Subchapter 12.

(1) Acceptance test. The fee for elevators in structures not in Use Groups R-3 and R-4 shall be as follows:

- (a) Traction and winding drum elevators:

- [1] One to 10 floors: \$340; administrative fee: \$68.
 - [2] Over 10 floors: \$567; administrative fee: \$113.
 - [3] Hydraulic elevators: \$302; administrative fee: \$60.
 - [4] Rope hydraulic elevator: \$340; administrative fee: \$68.
 - [5] Escalator and moving walks: \$302; administrative fee: \$60.
 - [6] Dumbwaiter: \$76; administrative fee: \$15.
 - [7] Stairway chair lift, incline and vertical wheelchair and man lift: \$76; administrative fee: \$15.
- (2) Additional charges for device equipped with the following features shall be as follows:
- (a) Oil buffers: \$60; administrative fee: \$12.
 - (b) Counterweight governor and safeties: \$151; administrative fee: \$30.
 - (c) Auxiliary power generator: \$114; administrative fee: \$23.
- (3) The fee for elevator devices in structures in Use Groups R-3 and R-4 shall be per N.J.A.C. 5:23-12.6(a)3: \$227; administrative fee: \$45.
- (4) The fee for witnessing acceptance test of and performing inspections of alterations shall be per N.J.A.C. 5:23-12.6(a)4: \$100; administrative fee: \$25.
- (5) The fee for routine six-month tests and inspections for elevator devices in structures not in Use Groups R-3 and R-4 shall be as follows:
- (a) Traction and winding drum elevators:
 - [1] One to 10 floors: \$190.
 - [2] Over 10 floors: \$244.
 - [3] Hydraulic elevators: \$136.
 - [4] Rope hydraulic elevator: \$190.
 - [5] Escalator and moving walks: \$190.
- (6) The fee for one-year periodic inspection and witnessing of tests of elevator devices, which shall include six-month routine inspection, shall be as follows, per N.J.A.C. 5:23-12.6(b)2.i through iv:
- (a) Traction and winding drum elevators:
 - [1] One to 10 floors: \$302; administrative fee: \$60.
 - [2] Over 10 floors: \$362; administrative fee: \$72.
 - [3] Hydraulic elevators: \$227; administrative fee: \$45.
 - [4] Rope hydraulic elevator: \$302; administrative fee: \$60.
 - [5] Escalator and moving walks: \$484; administrative fee: \$97.
 - [6] Dumbwaiter: \$120; administrative fee: \$24.
 - [7] Stairway chair lift, incline and vertical wheelchair and man lift: \$183; administrative fee: \$37.
- (7) Additional yearly periodic inspection charges for elevator devices equipped with the following features shall be as follows, per N.J.A.C. 5:23-12.6(b)3.i through iii:
- (a) Oil buffers: \$60; administrative fee: \$12.

- (b) Counterweight governor and safeties: \$120; administrative fee: \$24.
 - (c) Auxiliary power generator: \$76; administrative fee: \$15.
 - (8) The fee for three- or five-year inspection of elevator devices shall be as follows, per N.J.A.C. 5:23-12.6(b)4.i and ii:
 - (a) Traction and winding drum elevators:
 - [1] One to 10 floors (five-year inspection): \$513; administrative fee: \$103.
 - [2] Over 10 floors (five-year inspection): \$646; administrative fee: \$129.
 - (b) Hydraulic and roped hydraulic elevator:
 - [1] Three-year inspection: \$387; administrative fee: \$77.
 - [2] Five-year inspection: \$227; administrative fee: \$45.
- F. New Jersey state permit surcharge fee shall be as set forth in N.J.A.C. 5:23-4.19.

Section 2. Repeal of Inconsistent Ordinances.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3. Savings Clause.

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed pursuant to this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. Severability.

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. Effective Date.

This Ordinance shall become effective upon adoption and publication as required by law.

MICHAEL GHASSALI, Mayor

ATTEST:
FRANCES SCORDO, Municipal Clerk

INTRODUCTION: 1-30-24

| Councilmember | Yes | No |
|-----------------|-----|----|
| Arendacs | | |
| Cudequest | | |
| Koelling | | |
| Lane | | |
| Roche | | |
| Russo-Vogelsang | | |

ADOPTED: 2-8-24

| Councilmember | Yes | No |
|-----------------|-----|----|
| Arendacs | | |
| Cudequest | | |
| Koelling | | |
| Lane | | |
| Roche | | |
| Russo-Vogelsang | | |

**PUBLIC MEETING
MINUTES**

The Public Meeting of the Mayor and Council was held in Council Chambers and called to order at 7:31PM. Adequate notification was published in the official newspaper of the Borough of Montvale. Master Sergeant Dieter Koelling led the Pledge of Allegiance to the Flag, and roll call was taken.

OPEN PUBLIC MEETING STATEMENT

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

Also Present: Mayor Mike Ghassali; Borough Attorney, Dave Lafferty; Administrator, Joe Voytus; Municipal Clerk, Fran Scordo

ROLL CALL:

Councilmember Arendacs
Councilmember Cudequest
Councilmember Koelling

Councilmember Lane - absent
Councilmember Roche - absent
Councilmember Russo-Vogelsang

PROCLAMATION:

Honoring January as Muslim Heritage Month

ORDINANCES:

None

MEETING OPEN TO PUBLIC:

Agenda Items Only

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

No Public Comment

Motion to close meeting to the public by Councilmember Koelling; seconded by Councilmember Cudequest – all ayes

MEETING CLOSED TO PUBLIC:

Agenda Items Only

MINUTES:

December 14, 2023

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Koelling – all ayes

December 29, 2023

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Koelling – all ayes

Sine Die January 1, 2024

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

Re-Organization January 1, 2024

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Koelling – all ayes

Budget Meeting January 8, 2024

A motion to accept minutes by Councilmember Cudequest; seconded by Councilmember Koelling – 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.

44-2024 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; and

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.

45-2024 A Resolution Authorizing the Execution of a Shared Service Agreement with the County of Bergen for Tree Removal Along County Roads

WHEREAS, the County of Bergen, as part of the County's concept of providing shared services to local municipalities, cooperates with municipalities in removing dead or dying trees located within the public right-of-way along County roadways; and

WHEREAS, in order to aid Bergen County Municipalities in the removal of dead or dying trees, municipalities may send a written request under the County's tree removal program, and the County will determine if the requested tree falls within its removal criteria; and

WHEREAS, the County now requires that each municipality execute a Shared Service Agreement with the County concerning such services, which will cover a period of five (5) years; and

WHEREAS, in order to expedite such work, the Borough Council is desirous of authorizing the execution of a Shared Service Agreement with the County of Bergen.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body does hereby direct, authorize and empower the Mayor and Borough Clerk to execute a Shared Service Agreement with the County of Bergen to facilitate the County removing dead or dying trees located in the public right-of-way along a County Road.

46-2024 Authorize Release of Escrow – Jason Fraler – 13 Flintlock Road, Block 1301 – Lot 24.09

WHEREAS, Jason Fraler has requested release of escrow posted for 13 Flintlock Road, Block 1301, Lot 24.09; 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 escrow to Jason Fraler in the amount of \$747.75; and

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

47-2024 Amending Resolution No. 231-2023 To Establish Recreational Fees for Year 2024

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 PICKLEBALL COURTS:**Weekdays and Weekends:**

8:00AM - Dusk

| <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 Instruction | 6 weeks | \$120 | \$140 |
| | 8 weeks | \$160 | \$180 |

BOROUGH OF MONTVALE
JANUARY 11, 2024

| | | | |
|--|---|---------------------------------------|--------------------------------------|
| 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. Camp financial assistance fee amounts will be at the discretion of the Recreation Director. | | |
| <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 | \$120 | \$150 |
| | 8 weeks | \$160 | \$200 |
| 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 |

BOROUGH OF MONTVALE**JANUARY 11, 2024**

| | | | |
|--------------------------------|--|--|-------|
| 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 | \$240 | \$260 |
| Volleyball- Girls | 10 weeks | \$200 | \$220 |
| 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 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) |

BOROUGH OF MONTVALE**JANUARY 11, 2024**

| | | | |
|---|-------------------------|-------|-------|
| 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.

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

BOROUGH OF MONTVALE**JANUARY 11, 2024**

charged and any conflicting prior fee is hereby superseded, repealed and replaced with the fees adopted pursuant to this resolution.

48-2024 Cancellation of Outstanding Checks - Prior Years - Pascack Joint Municipal Court

WHEREAS, there exists various outstanding checks from prior years drawn against certain accounts; and

WHEREAS, the Municipal Court Administrator provided a listing of outstanding checks that require cancellation (listing attached) from prior years.

BE IT RESOLVED, the Chief Financial Officer is hereby authorized to deposit these funds to the respective reserve or surplus account;

BE IT FURTHER RESOLVED, the Municipal Court Administrator shall receive a copy of this resolution for record keeping; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale that the attached list of outstanding checks from prior years be cancelled;

49-2024 Authorize Agreement Montvale Police Department - Park Ridge Pistol Range - Years 2024-2028

WHEREAS, the Borough of Montvale and the Borough of Park Ridge have an Agreement wherein the Borough of Park Ridge has agreed to make their pistol range facility available to the Police Department of the Borough of Montvale, one day per week, for five years commencing 2024 - 2028, for the purpose of practice and qualifying their member for use of a fire arm for an annual fees charges as follows Year 2024 \$7,500.00, Year 2025 \$8,500.00, Year 2026 \$9,500.00, Year 2027 \$9,500.00 and Year 2028 \$9,500.00; and

WHEREAS, the Certified Municipal Finance Officer has certified that fund have been appropriated in the 2024 Police Department Budget which is attached to the original of this resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey hereby approve the Pistol Range Agreement between the Borough of Montvale and Borough of Park Ridge as hereby approved with the terms and conditions therein stated in the attached agreement.

50-2024 Authorizing Expenditure - Montvale Home Improvement Program

WHEREAS, Community Grants, Planning & Housing (CGP&H) provides Administrative Agent Services to the Borough of Montvale and serves as the Administrator of the Borough's Home Improvement Program; and,

WHEREAS, CGP&H has conducted the procurement process on behalf of the Borough of Montvale, pursuant to the duties and responsibilities outlined in their Professional Services Contract, for certain improvements in connection with the Borough of Montvale Home Improvement Program Case No. MTVAL-2307, located at 32 Partridge Run, Montvale, NJ 07645, Block 1803, Lot 4 of the tax map of the Borough of Montvale; and,

WHEREAS, the Qualified Purchasing Agent has consented to the recommendation of award issued by CGP&H, and further recommends award by the governing body for tracking and accounts payable purposes.

WHEREAS, the Chief Financial Officer has certified that funds have been appropriated and are available for this purpose in the Borough's Affordable Housing Trust Fund; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Montvale, County of Bergen, State of New Jersey hereby award a contract to A-Plus Construction Inc., with offices located at 18 Station Road, Lincoln Park, NJ 07035 in the amount not to exceed \$21,700.00 for the project Borough of Montvale Home Improvement Program Case No. MTVAL-2307 located at 32 Partridge Run, Montvale, NJ 07645, Block 1803, Lot 4 of the tax map of the Borough of Montvale.

Introduced by: Councilmember Koelling; seconded by Councilmember Cudequest - a roll call was taken - all ayes

BILLS: Administrator read the Bill Report.

Motion to pay bills by Councilmember Cudequest; seconded by Councilmember Koelling - all ayes

REPORT OF REVENUE: Administrator read the Report of Revenue - December

COMMITTEE REPORTS:

Councilmember Arendacs

DPW

Crews did a fantastic job with the rain storm, shoutout to OEM and the Police department as well; make sure if you have a sump pump running, it is illegal to drain into the storm sewer. They are ready for the next storm.

Engineering

Smoke testing is scheduled for Valley View pump station, which will determine what is causing the issues.

Councilmember Koelling

Police

Monthly report included in original minutes; Snow tubing event on Jan 18th from 4-6pm at CampGaw

Planning Board

Had their re-organization meeting; Bob Zitelli retired from the board; Sherwin Tsai will replace Bob; the master plan committee are continuing discussions.

OEM

At our first budget meeting, OEM budget was discussed; Joe Hughes was appointed as Deputy Commissioner.

Joint Court Committee

Held annual meeting to approve budgets and salaries.

Councilmember Russo-Vogelsang

Local BOE

At their re-organization meeting, sworn in Rachel Baskin and John Carvelli on their re-election and newly elected Dominic DiSalvo

Councilmember Cudequest

BOH

Had first meeting of the year, all contracts have been signed, will be continuing with the same agencies as in the past, NorthWest Bergen will do our health inspections, HARP for our nursing services, Tyco for animal control and Dr. Tracey Cohen will continue to be our veterinarian. After much consideration, the board along with NorthWest Bergen will hold the flu clinic, it is scheduled for October 5th. Rabies clinic is scheduled for November 9th.

Seniors

Had their first meeting of the year, book club has started; bingo and pizza night is this Friday; a nurse from HARP attends the senior meetings on the first Monday and Thursday for blood pressure screenings.

TV Access

My Montvale next filming date is January 17th;

Library

Had a special reception to honor Daryl Lagerson, husband of Tammy King, board member, Daryl illustrated numerous children's picture books. His collection will remain in the library for a few weeks. 3 virtual adult programs are schedule for this month, go to website for more details.

Mayor Ghassali

Talking with a couple of perspective tenants; this afternoon met with 1st graders, Daisy troop; gave a tour of the building, also the Mayor showed them a map of all the countries that Montvale represents and one girl stated her parents are from Costa Rica, we will add Costa Rica's flag to the map and now we have 56 countries represented.

ENGINEER'S REPORT:

Andrew Hipolit - absent
Report/Update

ATTORNEY REPORT:

David Lafferty, Esq.
Report/Update

The acquisition of Depiero's Farm is pending at the planning board; sale of 127 Summit Ave to Veolia, prepared the contract and it is in review.

UNFINISHED BUSINESS:

a. Discussion – Commercial Vehicles in Residential Zones

After a brief discussion, it was decided to form a committee of Councilmember Russo-Vogelsang, the code officials, administrator and attorney, to discuss changing the ordinance

NEW BUSINESS:

a. Discussion – Required Elected Officials Training – Frank Covelli (PIA) - Dates

The date of February 8th was decided.

COMMUNICATION CORRESPONDENCE:

None

MEETING OPEN TO THE PUBLIC:

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

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

*Motion to open meeting to the public by Councilmember Cudequest; seconded by Councilmember Koelling
- all ayes*

Michael Greco – 71 Nottingham Court

Mentioned about rental increases, a new management service raised his rent 10%; would like to know if the town can consider a rent control ordinance; the borough attorney stated that other towns do have a similar type of ordinance. All councilmembers agreed to have the borough attorney do some research.

*A motion to authorize the borough attorney to prepare an ordinance by Councilmember Cudequest;
seconded by Councilmember Russo-Vogelsang – all ayes*

Zan Malik and Zaheera Khan, 63 Woodland Road

Thanked Mayor and Council for the resolution recognizing Muslims; Muslims have contributed many things to American Society. Thank you for being so welcoming.

*Motion to close meeting to the public by Councilmember Cudequest; seconded by Councilmember Koelling
- all ayes*

MEETING CLOSED TO THE PUBLIC:

ADJOURNMENT:

*Motion to adjourn Public Meeting by Councilmember Cudequest; seconded by Councilmember Koelling
- all ayes*

Meeting was adjourned at 8:10pm

Regular Workshop Meeting of the Mayor & Council to be held at 7:30pm on January 30, 2024

Budget Meeting Dates - on Zoom Only

January 22 @ 6:00 p.m.

January 29 @ 6:00 p.m.

Respectfully submitted, Frances Scordo, Municipal Clerk

**BUDGET MEETING
MINUTES**

Budget Meeting of the Mayor and Council was held via Zoom and called to order at 6:00pm. Adequate notification was published in the official newspaper of the Borough of Montvale.

OPEN PUBLIC MEETING STATEMENT

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

Present: Mayor Ghassali; Administrator, Joe Voytus; Councilmembers, Cudequest, Koelling, Lane, Roche and Russo-Vogelsang; Treasurer, Christine Kalafut; CFO, Matt Cavallo and Municipal Clerk, Fran Scordo

○ **Capital Budget Requests - Various Departments – Joe Voytus**

Requested Hometown Hero Banners, exterior signage at borough hall, looking into EV charging stations to be located at borough hall and Firehouse

○ **General Administration – Joe Voytus**

Would like to increase online services for public use which will include the building and planning board departments

○ **Environmental Commission - Bob Hanrahan**

Huff Pond installation of a new outlet; Learning Center is in need of refurbishment; possible community garden

○ **Tax Assessor – Ray Tighe**

Our Ratio is at 81%, the county will order us next year to do a Reval to take place in year 2026. The cost of a Re-Val \$400,000 - \$450,000. Have a few potential exposures in tax appeals resulting in refunds of approximately \$100,000

○ **Planning Board - Land Use – Lorraine Hutter and Chairman John DePinto**

Requested additional filing cabinets, 8 totaling \$10,000; can buy 3 this year, 3 next year and so on

○ **Senior Club – John Rotante**

Due to increase in membership cost of activities have increase; therefore, their budget has increased slightly

Meeting adjourned at 7:10pm

The next Budget Meeting will be held at 6:00 p.m. – via ZOOM on Monday, January 29th. Link will be provided on Montvale website for these budget meetings.

Respectfully submitted, Frances Scordo, Municipal Clerk

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 51-2024**

RE: Appointing Permanent Montvale Police Officer, Dan Wynohradnyk

WHEREAS, Dan Wynohradnyk has successfully completed the required probationary time period; and

WHEREAS, Chief McDowell has recommended Officer Wynohradnyk for permanent Police Officer appointment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Dan Wynohradnyk is hereby permanently appointed to the Montvale Police Department, effective December 16, 2023

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

Adopted: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Montvale Police Department
Borough of Montvale

Douglas McDowell
Chief of Police

January 16, 2024

Mayor Mike Ghassali
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Dan Wynohradnyk #147, Josh Garran #148, Diego Salazar #149 and Glenn Moran #150 have successfully completed the required period as Probationary Police Officers as of December 16, 2023

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug McDowell".

Chief Doug McDowell

Cc: Commissioner Koelling, Borough Administrator Joseph Voytus

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 52-2024**

RE: Appointing Permanent Montvale Police Officer, Josh Garran

WHEREAS, Josh Garran has successfully completed the required probationary time period; and

WHEREAS, Chief McDowell has recommended Officer Garran for permanent Police Officer appointment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale, County of Bergen, New Jersey that Josh Garran is hereby permanently appointed to the Montvale Police Department, effective December 16, 2023

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

Adopted: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Montvale Police Department
Borough of Montvale

Douglas McDowell
Chief of Police

January 16, 2024

Mayor Mike Ghassali
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Dan Wynohradnyk #147, Josh Garran #148, Diego Salazar #149 and Glenn Moran #150 have successfully completed the required period as Probationary Police Officers as of December 16, 2023

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug McDowell".

Chief Doug McDowell

Cc: Commissioner Koelling, Borough Administrator Joseph Voytus

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 53-2024**

RE: Appointing Permanent Montvale Police Officer, Diego Salazar

WHEREAS, Diego Salazar has successfully completed the required probationary time period;
and

WHEREAS, Chief McDowell has recommended Officer Salazar for permanent Police Officer
appointment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale,
County of Bergen, New Jersey that Diego Salazar is hereby permanently appointed to the
Montvale Police Department, effective December 16, 2023

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

Adopted: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Montvale Police Department
Borough of Montvale

Douglas McDowell
Chief of Police

January 16, 2024

Mayor Mike Ghassali
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Dan Wynohradnyk #147, Josh Garran #148, Diego Salazar #149 and Glenn Moran #150 have successfully completed the required period as Probationary Police Officers as of December 16, 2023

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug McDowell".

Chief Doug McDowell

Cc: Commissioner Koelling, Borough Administrator Joseph Voytus

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 54-2024**

RE: Appointing Permanent Montvale Police Officer, Glenn Moran

WHEREAS, Glenn Moran has successfully completed the required probationary time period;
and

WHEREAS, Chief McDowell has recommended Officer Moran for permanent Police Officer
appointment; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Montvale,
County of Bergen, New Jersey that Glenn Moran is hereby permanently appointed to the
Montvale Police Department, effective December 16, 2023

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

Adopted: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



Montvale Police Department
Borough of Montvale

Douglas McDowell
Chief of Police

January 16, 2024

Mayor Mike Ghassali
Borough of Montvale
12 DePiero Drive
Montvale, New Jersey 07645

Dear Mayor Ghassali,

I am pleased to inform you that Police Officers Dan Wynohradnyk #147, Josh Garran #148, Diego Salazar #149 and Glenn Moran #150 have successfully completed the required period as Probationary Police Officers as of December 16, 2023

I recommend all Officers for permanent appointment as Montvale Police Officers without reservation.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug McDowell", written over a horizontal line.

Chief Doug McDowell

Cc: Commissioner Koelling, Borough Administrator Joseph Voytus

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 55-2024**

RE: A Resolution Appointing William Betesh, Esq. Of Boggia, Boggia & Betesh To Represent The Borough Of Montvale In Tax Appeal Matters Pending As Of December 31, 2023

WHEREAS, pursuant to Resolution 24-2024, the Governing Body of the Borough of Montvale ("Borough") appointed David S. Lafferty, Esq. of Huntington Bailey, L.L.P. Borough Attorney for the 2024 calendar year; and

WHEREAS, as of December 31, 2023, William Betesh, Esq. of the law firm of Boggia, Boggia & Betesh was appointed as Borough Attorney for the Borough of Montvale, including representation of the Borough in tax appeals and matters before the New Jersey Tax Court;

WHEREAS, the Borough has determined that the law firm of Boggia, Boggia & Betesh should continue its representation of the Borough for tax appeals pending as of December 31, 2023;

WHEREAS, the anticipated term of this Contract is from January 1, 2024 through December 31, 2024;

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

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Montvale, County of Bergen, in the State of New Jersey that the office of Boggia, Boggia & Betesh will continue to represent the Borough of Montvale in the following tax appeals pending as of December 31, 2023:

- Muhammet Erarsian
- Mario Varano
- 1 Paragon Drive
- Amerjit Sandhu
- Roger Raj
- Verizon
- Lukoil North America
- Grand Prix Montvale
- Life Time Fitness
- Fintan Seeley
- Montvale Estates
- KPMG
- PRM Hospitality
- Toll NJ, LLC
- Trudie Weiser
- Pranay Aiya

- PLP Family Partnership
- Richard Queen
- Angela Aaron
- Anthony Santarelli
- Ridgecrest Realty
- Frank Celli
- 20 Craig Rd, LLC
- JD Montvale, LLC
- Summit Property 1, LLC
- Hornrock Properties
- Rothman Realty, LLC
- Rothman Realty I, LLC

BE IT FURTHER RESOLVED, the Mayor and Municipal Clerk of the Borough of Montvale are hereby authorized and directed to execute a contract with Boggia, Boggia & Betesh; and

BE IT FURTHER RESOLVED, that William Betesh, Esq., shall complete and submit a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Borough of Montvale in the previous one year, and that the contract shall prohibit William Betesh, Esq from making any reportable contributions through the term of this contract; and

BE IT FURTHER RESOLVED, that this Contract is awarded without competitive bidding as a "Professional Service" in accordance with the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession and

BE IT FURTHER RESOLVED, that the Business Entity Disclosure Certification and the Determination of Value shall be on file with this Resolution; and

BE IT FURTHER RESOLVED, that David S. Lafferty, Esq. will represent the Borough of Montvale in any tax appeal matters filed on and after January 1, 2024.

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

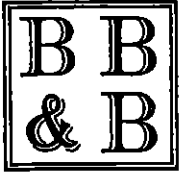
Adopted: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor



BOGGIA BOGGIA & BETESH, L.L.C.

COUNSELLORS AT LAW

71 MT. VERNON STREET

RIDGEFIELD PARK, NEW JERSEY 07660

PHILIP N. BOGGIA*

PRISCILLA M. BOGGIA

WILLIAM R. BETESH

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

TEL: (201) 641-0006

FAX: (201) 641-6649

E-MAIL: philip@boggialaw.com

priscilla@boggialaw.com

willambetesh@boggialaw.com

November 6, 2023

**CHRISTINE KALAFUT, TREASURER
BOROUGH OF MONTVALE**

12 DePiero Drive, 2nd Floor
Montvale, New Jersey 07645

Re: Professional Service Fees—2024

Dear Ms. Kalafut,

This office serves as special tax counsel for the Borough of Montvale. Kindly accept this letter in response to your correspondence of October 26, 2023, wherein you requested that I submit my professional service fees for the year 2024.

Please be advise that my office proposes to charge the same hourly rate as last year for legal services, which was \$155.00 per hour. Filing fees and postage will be charged to the Borough at cost, and any photocopies will be charged at a rate of \$0.10 cents per page. All rates and costs are unchanged from last year.

If you have any questions please do not hesitate to contact me.

Very truly yours,



William R. Betesh

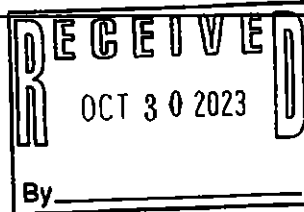


Borough of Montvale

12 DePiero Drive, 2nd Floor
Montvale NJ 07645

www.montvale.org

Ph: 201-391-5700
Fx: 201-391-9317



October 26, 2023

Mr. William Betesh, Esq.
Boggia, Boggia & Betesh
71 Mt Vernon Street
Ridgefield Park, NJ 07660

Re: *Professional Service Fees - 2024*

Dear Mr. Betesh:

In preparation for the upcoming Municipal Budget Year 2024, please submit to me no later than **November 30, 2023** your professional service fees, hourly rates and/or retainer amounts for 2024 budget consideration. Please highlight any changes from your 2023 rates for ease of comparison.

Sincerely,

Christine Kalafut
Treasurer

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 56-2024**

RE: Authorize Release of Escrow – Mario Jacovino – 31 Terkuile Road – Block 505, Lot 3

WHEREAS, Mario Jacovino has requested release of escrow posted for 31 Terkuile Road, Block 505, Lot 3; 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 escrow to Mario Jacovino in the amount of \$3,380.05; 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: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

BOROUGH OF MONTVALE
ESCROW AND/OR BOND RELEASE

1/11/2024

BLOCK 505 LOT 3

APPLICANT: Mario Jacovino

ADDRESS 31 Terkuile Road

31 Terkuile Road

Montvale, NJ 07645

SIGN OFFS

| DEPARTMENT | NAME | SIGNATURE | DATE |
|---------------------|------------------------|---------------------------------------|------------|
| FINANCE | Christine Kalafut | <i>Christine Kalafut</i> | 1/18/24 |
| ENGINEERING | C. O'Brien | <i>Christine Baker - see attached</i> | 1-12-24 |
| CONSTRUCTION | J. Fondacaro/C. Gruber | <i>Christine Baker - see attached</i> | 1-11-24 |
| TAX COLLECTOR | | | |
| POLICE | | | |
| FIRE | | | |
| DPW | | | |
| ENVIRONMENTAL COMM | | | |
| PLANNING BOARD ATTY | Robert Regan | <i>Christine Baker - see attached</i> | 1-17-24 |
| PLANNING BOARD | Lorraine Hutter | <i>Christine Baker - see attached</i> | 1-18-24 |
| ADMINISTRATOR- | Joe Voytus | <i>[Signature]</i> | 1-18-24 |
| FINAL SIGNATURE | | | |
| | | | |
| | | | |
| | | RELEASE DATE: | |
| ACCOUNT # | E-08-00-218-09A | AMOUNT: | \$3,380.05 |

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 57-2024**

RE: Authorize Change Order #1 and #2 for the NJDOT FY2022 – Summit Ave Roadway Project

WHEREAS, the Borough of Montvale awarded a contract via Resolution No.151-2023 to American Asphalt & Trucking, LLC with offices located at 818 Summer Avenue, Floor 1, Newark, NJ 07104, for NJDOT FY2022 Summit Ave Roadway Improvements Project; and

WHEREAS, the original contract amount including Alternate A was \$223,099.49; and

WHEREAS, the Borough Engineer, in a letter dated January 16, 2024, which is attached to the original of this resolution has been monitoring the project and recommends in full detail the proposed Change Order #1 and #2 in the amount of \$(-28,759.25) and \$3,157.80; and

WHEREAS, Change Order #1 and #2 will result in a reduction of the original bid amount; and

Contractor

| | |
|--------------------------------|----------------|
| Total Contract Amount Base Bid | \$ 173,782.42 |
| Alternate A | \$ 49,317.07 |
| Change Order #1 | \$ (28,759.25) |
| Change Order #2 | \$ 3,157.80 |
| Adjusted Total Contract Amount | \$ 197,498.04 |

NOW THEREFORE BE IT RESOLVED, By the Governing Body of the Borough of Montvale authorize Change Order #1 as a reduction (\$28,759.25) and Change Order #2 as an increase in the amount of \$3,157.80; and

WHERERS, 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 the above reference Change Order #1 and #2 is hereby approved:

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

Adopted: January 30, 2024

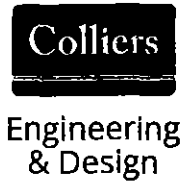
ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

400 Valley Road Suite 304
Mt. Arlington, NJ 07856
(973) 810-0006



January 16, 2024

Joseph Voytus, Borough Administrator
Borough of Montvale
12 Depiero Drive
Montvale, NJ 07645

Re: **Contract Adjustment Change Order Request No. 2**
NJDOT FY2022: Summit Avenue Roadway Project
Borough of Montvale, Bergen County, NJ
Colliers Engineering & Design Project No. MVB0028

Dear Mr. Voytus,

American Asphalt & Trucking, LLC, the Contractor for this project was awarded the contract in the amount of \$223,099.49 per Resolution #151-2023 on June 27, 2023. The project has been completed and the total completed to date amount is \$197,498.04.

| | |
|--|----------------------|
| Original Contract Amount | \$223,099.49 |
| <u>Change Order No. 1 to adjust contract</u> | <u>(\$28,759.25)</u> |
| <u>Change Order No. 2 to adjust contract</u> | <u>\$ 3,157.80</u> |
| Revised Contract Amount | \$197,498.04 |

Change Order No. 2 represents an 1.62% increase in the previously adjusted total contract cost. Therefore, the revised contract amount is adjusted to \$197,498.04. Our office recommends approval of Change Order No. 2 in the amount of **\$3,157.80**.

Thank you for your kind attention to this matter. Should you have any questions, please contact our office.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "Jamie Giurintano".

Jamie Giurintano, PE, PP, CME
Borough Engineer

cc: Mayor and Council (via Clerk/Administrator)
Christine Kalafut, Treasurer (ckalafut@montvaleboro.com)
Christine Baker, Deputy Treasurer (cbaker@montvaleboro.com)

CHANGE ORDER No. 2

Project: NJDOT FY2022 Summit Avenue Roadway Project
Project No.: MVB0028
Date: 1/16/2024
Municipality: Borough of Montvale
County: Bergen County
Contractor: American Asphalt & Trucking, LLC

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Change order reflects the Base Bid as-built quantities except as listed on the attached:

CHANGE ORDER No. 2

| EXTRAS | | | | | |
|--------------------|--------------------------|-------|----------|------------|-------------|
| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
| 6 | POLICE TRAFFIC DIRECTORS | HOURS | 14.03 | \$ 225.00 | \$ 3,157.80 |
| TOTAL EXTRAS | | | | | \$ 3,157.80 |
| REDUCTIONS | | | | | |
| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
| TOTAL REDUCTIONS | | | | | \$ - |
| SUPPLEMENTAL | | | | | |
| ITEM | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
| TOTAL SUPPLEMENTAL | | | | | \$ - |
| EXTRAS = | | | | | \$ 3,157.80 |
| REDUCTIONS = | | | | | \$ - |
| SUPPLEMENTAL = | | | | | \$ - |
| TOTAL CHANGE = | | | | | \$ 3,157.80 |

Total Original Contract Amount: \$ 223,099.49
 Change Order No. 1: \$ (28,759.25)
 Change Order No. 2: \$ 3,157.80
 Adjusted Contract Amount: \$ 197,498.04
 % Change In Contract: -11.48%

Contractor

 01/16/2024
 Date

Engineer

Date

Presiding Officer

Date

District Manager- Bureau of Local Aid

Date

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 58-2024**

RE: Authorizing to enter into Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Grant Program for Memorial Field, New Synthetic Turf Field Including Drainage and New Fencing

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 \$ 60,111.00 matching grant award from the 2023 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled Memorial Park: New Synthetic Turf Field including Drainage and New Fencing, located in the Borough of Montvale; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize Michael Ghassali, Mayor 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 13, 2025; 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 Services 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: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

COUNTY OF BERGEN

OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2023 MUNICIPAL PROGRAM
PARK IMPROVEMENT PROGRAM

GRANTEE: Borough of Montvale

PROJECT: Memorial Park: New Synthetic Turf Field
including Drainage and New Fencing

TERM OF CONTRACT: **December 13, 2023 – December 13, 2025**

CONTRACT NUMBER: 2300372

TRUST FUND ACCOUNT: **03-200-56-130-910**

GRANT AWARD: \$60,111.00

CONTRACT
ADMINISTRATOR: **Division of Land Management &
Open Space Trust Fund**

This Grant Contract, made on December 13, 2023 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 DePiero 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 **Memorial Park: New Synthetic Turf Field including Drainage and New Fencing** project must be completed in accordance with the terms of this Contract, the 2023 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. 1487-23, adopted on **December 13, 2023**, (Attachment "A") approved a Trust Fund award of **\$60,111.00 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 13, 2025**. 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.
 - b. 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.
 - b. 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 disbursal 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 DePiero Drive
 Montvale, NJ 07645

To County: Attn: County Administrator
 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.

17. **COUNTERPARTS AND ELECTRONIC DELIVERY AND SIGNATURES**

This Agreement and any amendments or addenda hereto, or any other document necessary for the consummation of the transaction(s) contemplated, administered or controlled by this Agreement ("Agreement Documents"), may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any Agreement Document, to the extent delivered by means of a facsimile machine, electronic mail, or other electronic means, shall be treated in all manner and respects as an original agreement or instrument, and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person or via mail. The Parties agree that Agreement Documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Uniform Electronic Transaction Act, N.J.S.A. 12A12-1, et seq. and any associated regulations. Any Agreement Document accepted, executed or agreed to in conformity with such laws will be binding on all Parties the same as if it were physically executed, and all Parties hereby consent to the use of any third party electronic signature capture service providers as may be chosen by the County.

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)

Michael Ghassali

By:

MAYOR

Title:

Frances Kordo
(Secretary to the Board/Governmental Clerk)

1-30-24

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: 1487-23

Agenda: 12/13/2023

Parks

Meeting Date: 12/13/2023

Purpose: Approve 2023 Open Space Trust Fund Grant Awards

Dollar Amount: \$11,510,624.00 NOT TO EXCEED

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

Contract No.: Various (See Attached)

Vendor No.: Various (See Attached)

Prepared By: JGK/as

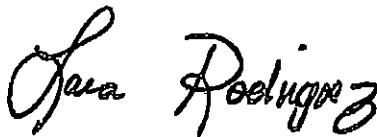
Sponsored by the Body as a Whole that this Resolution be passed. The motion passed by the following vote:

Yes: 6 - Chairman Sullivan, Vice Chairwoman Ortiz, Chair Pro Tempore Voss, County Commissioner Amoroso, County Commissioner Marte, and County Commissioner Silna Zur

Absent: 1 - County Commissioner Tanelli

I, Lara Rodriguez, Clerk, Board of County Commissioners, certify that this is a true copy of Resolution No. 1487-23, passed by the BOARD OF COUNTY COMMISSIONERS on 12/13/2023.

Attest:





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 1487-23

Agenda: 12/13/2023

**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 2023 Funding Round; and,

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$11,510,624.00 would be funded from the Trust Fund tax; and,

WHEREAS, the recommended project awards are for the project categories of open space acquisition, 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 24, 2023, for the aforesaid proposed funding allocations from the 2023 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.

2023 TRUST FUND PROJECT GRANT FUNDING PRELIMINARY RECOMMENDATIONS

| Vendor Code | Grant Recipient | Project Name | Recommendation | Contract No. / Budget Code |
|---|-----------------------------------|--|----------------|----------------------------|
| Open Space Acquisition Projects: | | | | |
| 3031 | Village of Ridgefield Park | Ridgefield Park Nature Preserve | \$120,000 | 2300343 |
| 900223 | Washington Township | 450 Pascack Road Acquisition | \$550,000 | 2300344 |
| Historic Preservation Projects: | | | | |
| 1254 | Borough of East Rutherford | Richard Outwater House | \$30,000 | 2300345 |
| N/A | Dept. Historic & Cultural Affairs | Campbell-Christie House | \$60,000 | 03-200-56-130-910-231 |
| N/A | Dept. Historic & Cultural Affairs | Garretson Farm & Forge | \$400,000 | 03-200-56-130-910-232 |
| N/A | Dept. Historic & Cultural Affairs | Camp Merritt Monument | \$331,000 | 03-200-56-130-910-233 |
| 2758 | Borough of Park Ridge | Park Ridge Train Station | \$412,150 | 2300346 |
| County Park Improvement Projects: | | | | |
| N/A | County Parks Department | Carlton Hill Linear Park | \$4,000,000 | 03-200-56-130-910-234 |
| Municipal Program Park Improvement Projects: | | | | |
| 6445 | Allendale | Crestwood Park: Revitalize four tennis courts with new surfacing | \$89,780 | 2300347 |
| 520 | Bergenfield | Veterans Memorial Park: Basketball and tennis court renovations | \$75,375 | 2300348 |
| 900238 | Bogota | Olsen E. Park: Lighting, lightening detectors, baseball and softball dugouts | \$125,027 | 2300349 |
| 738 | Carlstadt | Second Street Park: Benches, recycling receptacles, surfacing, and sidewalks | \$146,685 | 2300350 |
| 6449 | Cliffside Park | Honor Park: Irrigation system, PA system, charging stations, herb garden | \$125,027 | 2300351 |
| 900606 | Cresskill | Craford Park: Phase 2, sports field lighting and new playground | \$125,000 | 2300352 |
| 900236 | Demarest | Wakelee Field: Turf infield of softball field, drainage improvements | \$146,730 | 2300353 |
| 900906 | Edgewater | Edgewater Dog Park: Lighting, play features, benches, landscaping, fencing | \$125,027 | 2300354 |
| 900607 | Elmwood Park | Borough Park: Archway, fountain, pavilion, amphitheater, and benches | \$197,153 | 2300355 |
| 903613 | Emerson | Ackerman Park: Renovations of basketball courts | \$60,111 | 2300356 |
| 6450 | Englewood | Herring Field: Turf field for baseball and football, fencing and goal posts | \$125,026 | 2300357 |
| 1373 | Fair Lawn | Columbia Terrace Park: Amphitheater, covers, fencing, pathway lighting | \$150,000 | 2300358 |
| 1340 | Fairview | Columbus Park: Pavilion with sound system and lighting, sidewalk paving | \$120,000 | 2300359 |
| 1448 | Fort Lee | Coytesville Park: Basketball, tennis, and pickleball courts, fencing, hoops | \$125,026 | 2300360 |
| 6585 | Franklin Lakes | Vichiconi Way Ballfields: Bleachers, batting cage installation, dugouts | \$89,780 | 2300361 |
| 1511 | Garfield | Spring Street Park/Baseball field turfing, dugout and benches, bleachers | \$197,153 | 2300362 |
| 900232 | Glen Rock | Wilde Memorial Park: Hockey rink with new floor surfacing and boards | \$75,000 | 2300363 |
| 900609 | Hasbrouck Heights | Woodland Park: Basketball courts, pickleball court striping, netting, fencing | \$121,100 | 2300364 |
| 8381 | Haworth | Memorial Field: Dugouts, bocce courts, basketball court and fencing repairs | \$100,000 | 2300365 |
| 900737 | Leonia | Dudley Allen Park: Phase 1, installation of pickleball courts | \$95,000 | 2300366 |
| 903610 | Lodi | Garibaldi Park: Playground equipment, ADA ramp, barriers to contain mulch | \$121,142 | 2300367 |
| 2138 | Lyndhurst | Townhall Park: Basketball court Phase 2; lighting, pathways, railings, fencing | \$140,000 | 2300368 |
| 901976 | Mahwah | Darlington Avenue Recreation Facility: Pickleball, roller hockey, basketball | \$89,780 | 2300369 |
| 2248 | Maywood | Maywood Memorial Park: Lighting equipment, poles, fixtures, electrical | \$197,153 | 2300370 |
| 900227 | Midland Park | Woodside Ave Park: Additional parking for 28 spots and 2 handicap spots | \$89,780 | 2300371 |
| 2398 | Montvale | Memorial Park: New synthetic turf field including drainage, new fencing | \$60,111 | 2300372 |
| 2584 | New Milford | LaBarbera Field: Replacement of light fixtures with energy efficient ones | \$33,000 | 2300373 |
| 2610 | North Arlington | Macaluso Park: Safety surface, picnic tables, phone charging station, benches | \$46,587 | 2300374 |
| 2638 | Northvale | Hogan Park: Remove and replace fencing at baseball and softball field | \$80,000 | 2300375 |
| 6446 | Norwood | Kennedy Field: ADA accessible playground | \$146,730 | 2300376 |
| 6447 | Oakland | Oakland Recreation Complex: Baseball and softball fields, irrigation system | \$89,780 | 2300377 |
| 900611 | Old Tappan | Old Tappan Golf Course: Installing drainage piping, renovations of bunkers | \$60,111 | 2300378 |
| 900612 | Oradell | Memorial Field, Hoffman Field, Parcels Athletic Complex: Netting and poles | \$60,111 | 2300379 |
| 2758 | Park Ridge | Sulak Field: Lighting system installation with underground electric poles | \$60,111 | 2300380 |
| 6448 | Ramsey | Finch Park: Lighting upgrades, basketball and pickleball courts and fields | \$89,780 | 2300381 |
| 3030 | Ridgefield | Veteran's Memorial Park: Passive area, pavilions, benches, tables, chess tables | \$125,026 | 2300382 |
| 3031 | Ridgefield Park | Hunter Park: Resurfacing for tennis and basketball courts, new fencing | \$125,026 | 2300383 |
| 900614 | River Edge | Memorial Park: Phase 1 Replacement of walking paths and playground | \$131,780 | 2300384 |
| 3049 | River Vale | Upper Grove (Library) Park: New patio, outside stage and seating area | \$60,111 | 2300385 |
| 3068 | Rochelle Park | Carlock Field: Bocce court, volleyball court, pavilion, sidewalks, spray misters | \$197,153 | 2300386 |
| 6451 | Rutherford | Memorial Field: Softball field with artificial turf, lighting, dugouts, scoreboard | \$146,685 | 2300387 |
| 900615 | Saddle Brook | Kern Park: Playground replacement, resurfacing, curb and sidewalk, benches | \$138,808 | 2300388 |
| 903608 | Saddle River | Rindlaub Park: Phase 2, extension and expansion of multi-purpose path | \$89,780 | 2300389 |
| 3525 | Teaneck | Phelps Park: Two new backstops at existing softball fields | \$146,731 | 2300390 |
| 3484 | Tenafly | Roosevelt Common: Turf at existing soccer cage, striping for play areas, signs | \$146,731 | 2300391 |
| 900224 | Upper Saddle River | One Lake Street Park: Bleachers, scoreboards, fields with walkway, pickleball | \$89,780 | 2300392 |
| 900616 | Waldwick | Borough Park: ADA accessible playground, fencing, pavers, benches | \$89,780 | 2300393 |
| 900223 | Washington Township | Former Washington Recreation Club: Phase 1, engineering, surveying, testing | \$60,111 | 2300394 |
| 3808 | Westwood | Westvale Park: Pump Track circuit for mountain and BMX bicycles | \$60,111 | 2300395 |
| 3865 | Wood-Ridge | Wood-Ridge Square Park: New passive park, benches, lamps, landscaping | \$146,685 | 2300396 |
| 3879 | Wyckoff | Memorial Field Athletic Complex: Lighting improvements and walking path | \$75,000 | 2300397 |

ATTACHMENT B

SOURCES OF PROJECT FUNDING

Municipalities are required to provide a dollar for dollar match for any Bergen County Open Space Trust Funds that are awarded. Please specify source and amount of match:

| <u>Source</u> | <u>Amount</u> |
|---|-----------------------------|
| 2023 Bergen County Open Space Trust Fund Grant: | <u>\$ 60,111</u> |
| <u>X</u> Municipal Open Space Trust Fund | \$ <u>40,000</u> |
| <u>X</u> Municipal Budget | \$ <u>210,000</u> |
| Green Acres Grant | \$ _____ |
| Green Acres Loan | \$ _____ |
| Federal Funds (CDBG) | \$ _____ |
| Donations/Contributions | \$ _____ |
| <u>X</u> Other (specify) <u>LRIK GRANT</u> | \$ <u>40,000</u> (PROPOSED) |
| Total Sources of Project Funding: | \$ <u>350,111</u> |

Proof of match must be provided by either an approved budget or capital ordinance.

PROJECT SCHEDULE

(Insert appropriate dates)

- | | |
|---|--------------------------|
| 1. Grant Approval as per Attachment A | <u>December 13, 2023</u> |
| 2. Complete Plans, Specifications and Bid Documents | <u>DECEMBER 2024</u> |
| 3. Apply for/obtain Permits (if necessary) | <u>JANUARY 2025</u> |
| 4. Advertise for Bids/Quotes | <u>MARCH 2025</u> |
| 5. Award Construction/Purchase Contracts | <u>APRIL 2025</u> |
| 6. Begin Construction/Procurement | <u>MAY 2025</u> |
| 7. Complete Construction | <u>AUGUST 2025</u> |
| 8. Submit for Reimbursement Payment to the County | <u>OCTOBER 2025</u> |
| 9. Project Contract Closure Date | <u>December 13, 2025</u> |

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 59-2024**

RE: Resolution Approving Municipal Court Judge for The Pascack Joint Municipal Court

WHEREAS, the Pascack Joint Municipal Court is in need of a Municipal Court Judge; and

WHEREAS, the Pascack Joint Municipal Court Advisory Committee recommends the appointment of Anthony S. Bocci, Esq. as Municipal Court Judge for the Pascack Joint Municipal Court effective upon his appointment by the Governor and confirmation by the Senate; and

WHEREAS, the Municipal Court Judge shall be paid an annual salary of \$41,000.00 for 2024 (pro-rated) and increases for the following year as determined by the Pascack Joint Municipal Court Committee; and

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

WHEREAS, the Mayor and the Borough Clerk are authorized to hire Anthony S. Bocci as Municipal Court Judge, effective upon his appointment and confirmation.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Montvale, County of Bergen and State of New Jersey hereby authorize the appointment and hiring of Anthony S. Bocci, Esq. as Municipal Court Judge effective upon his appointment by the Governor and confirmation by the Senate; and

BE IT FURTHER RESOLVED, the Boroughs of Woodcliff Lake and Park Ridge concur with the appointment of Anthony S. Bocci as Municipal Court Judge for the Pascack Joint Municipal Court; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a copy of this resolution to Anthony S. Bocci, Esq. immediately upon the passage of same.

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

Adopted: January 30, 2024

ATTEST:

APPROVED:

Frances Scordo
Municipal Clerk

Michael Ghassali
Mayor

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Montvale, N.J., that the following bills, having been referred to the Borough Council and found correct, be and the same hereby be paid:

| <u>FUND</u> | <u>AMOUNT</u> | <u>NOTES</u> |
|--------------------|----------------------|--------------------------|
| Current | \$2,006,092.77 | Bill List Wire 1/30/2024 |
| | <u>308,025.64</u> | Wires/Manual Checks |
| Current TOTAL | 2,314,118.41 | |
| Capital | 20,683.38 | Bill List Wire 1/30/2024 |
| Escrow | 41,408.50 | Bill List Wire 1/30/2024 |
| Housing Trust | 4,870.50 | Bill List Wire 1/30/2024 |
| General Trust | 155.00 | Bill List Wire 1/30/2024 |

*This resolution was adopted by the Mayor and Council of Montvale
at a meeting held on 1/30/24*

Introduced by: _____

Approved: 1/30/24

Seconded by: _____

Michael Ghassali, Mayor

ATTEST:

Frances Scordo, Municipal Clerk

MANUAL/VOID CHECKS - WIRES
January 30, 2024

| <u>Check #</u> | <u>PO #</u> | <u>Date</u> | <u>Vendor/Transaction</u> | <u>Amount</u> |
|----------------|-------------|-------------|---------------------------|----------------------------|
| WIRE | | 1/9/24 | Payroll Account-Current | \$199,357.07 |
| WIRE | | 1/9/24 | Salary Deduction Account | \$108,593.57 |
| WIRE | | 1/9/24 | FSA Account | \$75.00 |
| Total | | | | <u><u>\$308,025.64</u></u> |

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Borough of Montvale
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Open: N
Rcvd: Y
Bid: Y
Paid: N
Held: Y
State: Y
Void: N
Aprv: N
Other: Y
Exempt: Y
Include Non-Budgeted: Y

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|-------------------------------|----------|----------|--------------------------------|--------|--------------|-------------|----------|---------|
| 00019 | MUNICIPAL CAPITAL CORPORATION | | | | | | | | |
| | | 24-00123 | 01/19/24 | COPY MACHINE LEASE | Open | 199.00 | 0.00 | | B |
| 00022 | BERGEN CTY MUNICIPAL JIF | | | | | | | | |
| | | 23-00044 | 01/05/23 | 2023 LIABILITY & WORKMANS COMP | Open | 115,894.00 | 0.00 | | B |
| | | 24-00064 | 01/10/24 | 2024 JIFF WORKMANS COMP & LIAB | Open | 135,825.00 | 0.00 | | B |
| | | | | | | 251,719.00 | | | |
| 00027 | BT SPECIALTIES | | | | | | | | |
| | | 24-00054 | 01/09/24 | NAME PLAQUE | Open | 65.00 | 0.00 | | |
| | | 24-00056 | 01/09/24 | NAME PLATES PLANNING BOARD | Open | 48.00 | 0.00 | | |
| | | | | | | 113.00 | | | |
| 00043 | NORTH JERSEY MEDIA GROUP | | | | | | | | |
| | | 24-00104 | 01/18/24 | 395748 NORTH JERSEY MEDIA ADV | Open | 1,510.07 | 0.00 | | |
| 00046 | COUNTY OF BERGEN, TREASURER | | | | | | | | |
| | | 24-00138 | 01/22/24 | 2024 COUNTY TAXES | Open | 1,536,233.00 | 0.00 | | B |
| | | 24-00140 | 01/22/24 | 2023 ADDED/OMITTED OPEN SPACE | Open | 1,966.99 | 0.00 | | |
| | | 24-00141 | 01/22/24 | 2023 ADDED/OMITTED TAX BILL | Open | 42,353.67 | 0.00 | | |
| | | | | | | 1,580,553.66 | | | |
| 00047 | D & E UNIFORM | | | | | | | | |
| | | 22-01480 | 11/18/22 | UNIFORMS FIRE DEPARTMENT | Open | 1,042.00 | 0.00 | | |
| 00065 | GENERAL CODE PUBLISHERS,LLC | | | | | | | | |
| | | 23-01711 | 12/14/23 | ECODE 360 API SERVICE | Open | 845.00 | 0.00 | | |
| 00071 | VEOLIA (SUEZ) | | | | | | | | |
| | | 24-00145 | 01/23/24 | 10003825412222 JANUARY 2024 | Open | 15,651.54 | 0.00 | | |
| 00097 | CABLEVISION | | | | | | | | |
| | | 24-00068 | 01/11/24 | 07873-199375-01-1 OPTIMUM | Open | 201.55 | 0.00 | | |
| | | 24-00120 | 01/19/24 | 07873-199375-01-1 OPTIMUM | Open | 201.55 | 0.00 | | |
| | | 24-00132 | 01/22/24 | 07873-204461-01-0 OPTIMUM | Open | 135.19 | 0.00 | | |
| | | 24-00133 | 01/22/24 | 07873-109890-01-7 OPTIMUM | Open | 161.16 | 0.00 | | |
| | | | | | | 699.45 | | | |
| 00113 | FEDICK, ANDREW | | | | | | | | |
| | | 24-00091 | 01/16/24 | REIMB FEDICK CLOTHING ALLOWANC | Open | 136.23 | 0.00 | | |
| 00116 | VERIZON | | | | | | | | |
| | | 24-00009 | 01/02/24 | 651-285-414-0001-73 VERIZON | Open | 306.70 | 0.00 | | |
| 00118 | NJ STATE LEAGUE OF | | | | | | | | |
| | | 23-01748 | 12/29/23 | MANAGEMENT WKSHOPS- J.VOYTUS | Open | 725.00 | 0.00 | | |

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|--------------------------------|----------|----------|--------------------------------|--------|-----------|-------------|----------|---------|
| 00125 | NORTHWEST BERGEN REGIONAL | 24-00050 | 01/08/24 | 2024 HEALTH SERVICES | Open | 5,342.00 | 0.00 | | B |
| 00135 | PASCACK VALLEY MAYORS' ASSOC | 24-00044 | 01/05/24 | PASCACK VALLEY MAYORS' ASSOC. | Open | 813.20 | 0.00 | | |
| 00139 | SCORDO, FRANCES | 24-00102 | 01/17/24 | PETTY CASH FOR JANUARY | Open | 366.86 | 0.00 | | |
| 00146 | PSE&G CO. | 24-00117 | 01/18/24 | PSE&G DECEMBER 2023 | Open | 1,840.94 | 0.00 | | |
| 00159 | AMADO, HERMINIO | 24-00089 | 01/16/24 | REIM CLOTHING ALLOWANCE | Open | 188.42 | 0.00 | | |
| 00324 | WIDMER TIME RECORDER CO., INC. | 24-00031 | 01/04/24 | 3 ribbons | Open | 75.00 | 0.00 | | |
| 00375 | BOROUGH OF PARK RIDGE | 23-01705 | 12/14/23 | TRI BORO FUEL NOVEMBER 2023 | Open | 4,449.93 | 0.00 | | |
| 00400 | FAIRFIELD MAINTENANCE, INC. | 24-00166 | 01/25/24 | NOVEMBER 2023 UST INSPECTION | Open | 415.00 | 0.00 | | |
| 00406 | RUTGERS, STATE UNIVERSITY NJ | 23-01601 | 11/29/23 | Municipal Clerk Review Class | Open | 653.00 | 0.00 | | |
| 00497 | LEVITZKI, ANN | 23-00301 | 02/16/23 | 2023 COURT - CELL PHONE | Open | 141.31 | 0.00 | | B |
| 00660 | AMERICAN ASPHALT & TRUCKING | 22-00694 | 06/02/22 | LATRENTA PARKING LOT IMPROV. | Open | 14,479.13 | 0.00 | | B |
| 00683 | TCTA OF BERGEN COUNTY | 24-00130 | 01/22/24 | ANNUAL MEMBERSHIP DUES 2024 | Open | 75.00 | 0.00 | | |
| 00705 | APPROVED SURGICAL SUPPLIES INC | 23-01731 | 12/28/23 | PD OXYGEN REFILLS | Open | 77.00 | 0.00 | | |
| 00731 | COLLIER'S ENGINEERING & DESIGN | 22-01410 | 11/03/22 | MONTVALE MASTER PLAN | Open | 5,571.25 | 0.00 | | B |
| | | 23-00149 | 01/19/23 | 2023 GENERAL ENGINEERING SVCS. | Open | 9,642.50 | 0.00 | | B |
| | | 23-00151 | 01/19/23 | 2023 BOROUGH PLANNER | Open | 277.50 | 0.00 | | B |
| | | 23-00736 | 05/24/23 | NJDEP PRE-APPLICATION MEETING | Open | 131.25 | 0.00 | | B |
| | | 23-00737 | 05/24/23 | 2023 ROADWAY IMPROVEMENT PROG. | Open | 1,456.25 | 0.00 | | B |
| | | 23-00917 | 06/28/23 | TERKUILE ROAD 2023 NJDOT GRANT | Open | 2,352.50 | 0.00 | | B |
| | | 23-00969 | 07/11/23 | NJDOT 2022-SUMMIT AVE ROADWAY | Open | 355.00 | 0.00 | | B |
| | | 23-01096 | 08/08/23 | AFFORD, HOUSING COMPLIANCE '23 | Open | 416.25 | 0.00 | | B |
| | | 23-01603 | 11/30/23 | MUNICIPAL ENGINEERING REVIEW | Open | 1,955.00 | 0.00 | | |
| | | 23-01717 | 12/15/23 | MUNICIPAL PLANNING REVIEW | Open | 1,163.75 | 0.00 | | |
| | | 23-01741 | 12/28/23 | MUNICIPAL PLANNING REVIEW | Open | 3,341.25 | 0.00 | | |
| | | 23-01743 | 12/28/23 | MUNICIPAL PLANNING REVIEW | Open | 462.50 | 0.00 | | |
| | | 24-00027 | 01/04/24 | MUNICIPAL ENGINEERING REVIEW | Open | 155.00 | 0.00 | | |

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Borough of Montvale
Bill List By Vendor Id

Page No: 3

| Vendor # | Name | | | | | | |
|----------|----------|----------------------------------|-----------|-----------------|-------------|----------|---------|
| PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
| 00731 | | COLLIER'S ENGINEERING & DESIGN | Continued | | | | |
| 24-00028 | 01/04/24 | MUNICIPAL ENGINEERING REVIEW | Open | 1,357.50 | 0.00 | | |
| 24-00032 | 01/04/24 | MUNICIPAL ENGINEERING REVIEW | Open | 6,646.25 | 0.00 | | |
| 24-00033 | 01/04/24 | MUNICIPAL ENGINEERING REVIEW | Open | 4,628.75 | 0.00 | | |
| 24-00034 | 01/04/24 | MUNICIPAL ENGINEERING REVIEW | Open | <u>2,313.75</u> | 0.00 | | |
| | | | | 42,226.25 | | | |
| 00769 | | URBAN AUTO SPA | | | | | |
| 24-00099 | 01/17/24 | CAR WASH & OIL SERVICES | Open | 15.00 | 0.00 | | |
| 00999 | | AMAZON.COM SERVICES, INC. | | | | | |
| 24-00010 | 01/03/24 | office supplies | Open | 524.55 | 0.00 | | |
| 01028 | | HAWKEN, CHRISTOPHER | | | | | |
| 24-00086 | 01/16/24 | REIMB CLOTHING ALLOWANCE | Open | 151.03 | 0.00 | | |
| 01243 | | PHOENIX ADVISORS, LLC | | | | | |
| 24-00067 | 01/11/24 | CONTINUING DISCLOSURE AGENT | Open | 1,600.00 | 0.00 | | |
| 01330 | | GHASSALI, MICHAEL | | | | | |
| 24-00069 | 01/11/24 | MAILCHIMP | Open | 75.00 | 0.00 | | B |
| 24-00115 | 01/18/24 | 2024 CALENDAR-MAYOR | Open | <u>24.51</u> | 0.00 | | |
| | | | | 99.51 | | | |
| 01464 | | SURENIAN, EDWARDS, BUZAK & NOLAN | | | | | |
| 24-00004 | 01/02/24 | PROFESSIONAL SERVICES COAH | Open | 114.00 | 0.00 | | |
| 01471 | | RICCIARDELLA ELECTRIC INC. | | | | | |
| 24-00019 | 01/03/24 | LIBRARY LIGHTS/ FAX LINE | Open | 660.00 | 0.00 | | |
| 01594 | | GALLS, LLC | | | | | |
| 24-00011 | 01/03/24 | GALLS TAC FORCE PANTS | Open | 76.80 | 0.00 | | |
| 01624 | | CMRS-FP | | | | | |
| 23-01736 | 12/28/23 | POSTAGE COURT | Open | 3,681.04 | 0.00 | | |
| 24-00101 | 01/17/24 | POSTAGE FOR MAILING | Open | <u>282.87</u> | 0.00 | | |
| | | | | 3,963.91 | | | |
| 01638 | | FRESH H2O FILTRATION SYSTEMS | | | | | |
| 24-00097 | 01/17/24 | 2024 WATER COOLER RENTAL | Open | 179.97 | 0.00 | | B |
| 01645 | | BOROUGH OF WOODCLIFF LAKE | | | | | |
| 24-00111 | 01/18/24 | 2023 EMS CONSULTING SERVICES | Open | 2,500.00 | 0.00 | | |
| 01694 | | AFFORDABLE HOUSING PROF.OF NJ | | | | | |
| 24-00053 | 01/08/24 | Membership Dues | Open | 115.00 | 0.00 | | |
| 01702 | | MEDIA CONSULTANTS LLC | | | | | |
| 23-00530 | 04/14/23 | MONTVALE STUDIO MANAGEMENT | Open | 12,231.25 | 0.00 | | B |
| 01750 | | DUBELBEISS, RYAN | | | | | |
| 23-01685 | 12/12/23 | DUBELBEISS CLOTHING ALLOWANCE | Open | 395.19 | 0.00 | | |

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Borough of Montvale
Bill List By Vendor Id

Page No: 4

| Vendor # | Name | PO # | PO Date | Description | Status | Amount | Void Amount | Contract | PO Type |
|----------|---------------------------------|----------|----------|--------------------------------|--------|-----------|-------------|----------|---------|
| 01767 | VERIZON | 24-00121 | 01/19/24 | 156-951-896-0001-85 VERIZON | Open | 79.08 | 0.00 | | |
| 01828 | CGP&H, LLC | 22-01159 | 09/20/22 | PROFESSIONAL HOUSING REHAB SVC | Open | 684.00 | 0.00 | | B |
| 01882 | PRESTIGE BUSINESS PRODUCTS, INC | 23-01728 | 12/28/23 | toner-Teri DiPopolo | Open | 99.00 | 0.00 | | |
| 01895 | INSTITUTE FOR PROFESSIONAL | 24-00066 | 01/11/24 | UNDERSTANDING AI - WEBINAR | Open | 50.00 | 0.00 | | |
| 01949 | AT&T MOBILITY | 24-00084 | 01/16/24 | PD PATROL PHONES | Open | 825.30 | 0.00 | | |
| 01979 | MONTVALE FAMILY APTS URBAN | 24-00070 | 01/11/24 | REIMBURSEMENT | Open | 3,500.00 | 0.00 | | |
| 01980 | FULL ESPRESSO & HVAC REPAIRS | 24-00163 | 01/24/24 | EQUIPMENT REPAIR | Open | 215.00 | 0.00 | | |
| 02004 | MORAN, GLENN | 23-01733 | 12/28/23 | REIMB MEAL TRAINING | Open | 25.00 | 0.00 | | |
| | | 24-00090 | 01/16/24 | REIMB CLOTHING ALLOWANCE | Open | 127.50 | 0.00 | | |
| | | | | | | 152.50 | | | |
| 02006 | GARRAN, JOSHUA | 23-01732 | 12/28/23 | REIMB MEAL TRAINING | Open | 20.23 | 0.00 | | |
| 02011 | HUNTINGTON BAILEY, L.L.P. | 24-00039 | 01/04/24 | PROFESSIONAL SERVICES RENDERED | Open | 2,040.50 | 0.00 | | |
| 02018 | HARWOOD LLOYD, LLC | 23-00528 | 04/13/23 | MUNICIPAL PROSECUTOR 2023 | Open | 16,500.00 | 0.00 | | B |
| 02019 | UGI ENERGY SERVICES, LLC | 24-00131 | 01/22/24 | UGI ENERGY SERVICES DECEMBER | Open | 4,096.54 | 0.00 | | |
| 02047 | WYNOHRADNYK, DANIEL | 24-00124 | 01/22/24 | REIMB APPLE WATCH | Open | 150.00 | 0.00 | | |
| 02078 | BUONOCORE, THOMAS A. | 24-00113 | 01/18/24 | JUDGE | Open | 370.00 | 0.00 | | |
| 02082 | BRADY, RICHARD J. | 24-00167 | 01/25/24 | JUDGE | Open | 1,080.00 | 0.00 | | |
| 02141 | REGAN, ROBERT T., ESQ. | 23-00366 | 03/06/23 | MONTVALE MASTER PLAN | Open | 448.50 | 0.00 | | B |
| | | 23-01605 | 11/30/23 | ESCROW PAYMENTS | Open | 4,860.00 | 0.00 | | |
| | | 23-01742 | 12/28/23 | ESCROW PAYMENTS | Open | 3,841.50 | 0.00 | | |
| | | 23-01744 | 12/28/23 | ESCROW PAYMENTS | Open | 4,959.25 | 0.00 | | |

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12:40 PM

Borough of Montvale
Bill List By Vendor Id

Page No: 5

| Vendor # | Name | Status | Amount | Void Amount | Contract | PO Type |
|----------|---------------------------------------|-----------|-----------------|-------------|----------|---------|
| PO # | PO Date Description | | | | | |
| 02141 | REGAN, ROBERT T., ESQ. | Continued | | | | |
| 23-01745 | 12/28/23 ESCROW PAYMENTS | Open | <u>3,616.25</u> | 0.00 | | |
| | | | 17,725.50 | | | |
| 02144 | ALL COUNTY MECHANICAL | | | | | |
| 23-00531 | 04/14/23 HVAC MAINTENANCE CONTRACT | Open | 2,150.00 | 0.00 | | B |
| 02426 | VERIZON WIRELESS | | | | | |
| 23-01624 | 12/05/23 IPADS FIRE DEPARTMENT | Open | 4,511.86 | 0.00 | | |
| 24-00159 | 01/24/24 242317487-00001 VERIZON DEC. | Open | <u>1,089.73</u> | 0.00 | | |
| | | | 5,601.59 | | | |
| 02987 | DATA NETWORK SOLUTIONS | | | | | |
| 23-01694 | 12/13/23 OFFICE EQUIPMENT | Open | 250.00 | 0.00 | | |
| 03008 | PSCO KIEFFER | | | | | |
| 23-01738 | 12/28/23 RELEASE OF ESCROW 2802/2 | Open | 2,262.75 | 0.00 | | |
| 03060 | TRI-STATE TECHNICAL SERVICES | | | | | |
| 24-00059 | 01/10/24 ZOOM MONTHLY COURT CHARGE | Open | 17.05 | 0.00 | | |
| 24-00062 | 01/10/24 2024 ADOBE SOFTWARE/DROPBOX | Open | <u>39.38</u> | 0.00 | | B |
| | | | 56.43 | | | |
| 03084 | WESLEY SICOMAC DAIRY | | | | | |
| 23-00273 | 02/10/23 2023 MILK DELIVERY | Open | 32.82 | 0.00 | | B |
| 03148 | COUNTY OPEN SPACE TRUST FUND | | | | | |
| 24-00139 | 01/22/24 2024 COUNTY OPEN SPACE TAXES | Open | 67,499.00 | 0.00 | | B |
| 03472 | AAA EMERGENCY SUPPLY | | | | | |
| 23-01659 | 12/08/23 SUPPLIES FIRE DEPARTMENT | Open | 369.00 | 0.00 | | |
| 03727 | STAPLES INC | | | | | |
| 24-00005 | 01/02/24 Judge's Stamp | Open | 49.67 | 0.00 | | |
| 24-00007 | 01/02/24 office supplies | Open | <u>81.34</u> | 0.00 | | |
| | | | 131.01 | | | |

| | | | | | | | |
|------------------------|----|------------------------|---|--------------------|--------------|--------------------|------|
| Total Purchase Orders: | 98 | Total P.O. Line Items: | 0 | Total List Amount: | 2,073,210.15 | Total Void Amount: | 0.00 |
|------------------------|----|------------------------|---|--------------------|--------------|--------------------|------|

| Totals by Year-Fund | | | | | | |
|---------------------|------|--------------|-------------|--------------|---------------|--------------|
| Fund Description | Fund | Budget Rcvd | Budget Held | Budget Total | Revenue Total | G/L Total |
| | | | | | | |
| CURRENT FUND 2023 | 3-01 | 188,109.51 | 0.00 | 188,109.51 | 0.00 | 188,109.51 |
| CURRENT FUND 2023 | 4-01 | 1,817,983.26 | 0.00 | 1,817,983.26 | 0.00 | 1,817,983.26 |
| CAPITAL FUND | C-04 | 20,683.38 | 0.00 | 20,683.38 | 0.00 | 20,683.38 |
| BOA ESCROW ACCOUN | E-08 | 41,408.50 | 0.00 | 41,408.50 | 0.00 | 41,408.50 |
| OTHER TRUST ACCOU | T-03 | 5,025.50 | 0.00 | 5,025.50 | 0.00 | 5,025.50 |
| Total of All Funds: | | 2,073,210.15 | 0.00 | 2,073,210.15 | 0.00 | 2,073,210.15 |

**BOROUGH OF MONTVALE
ORDINANCE NO. 2024-1551**

NOTICE IS HEREBY GIVEN that the following Ordinance was introduced and passed on the first reading at the regular meeting of the Mayor and Council on January 30, 2024 and that said Ordinance will be taken up for further consideration for final passage at a regular meeting of the Mayor and Council to be held on February 8, 2024 at 7:30pm or as soon thereafter as said matter can be reached, at which time and place all persons who may be interested therein will be given an opportunity to be heard concerning same.

Frances Scordo, Municipal Clerk
Borough of Montvale

AN ORDINANCE OF THE BOROUGH OF MONTVALE AMENDING AND SUPPLEMENTING CHAPTER 181 OF THE BOROUGH CODE TO PROHIBIT THE SALE OF DOGS AND CATS BY RETAIL STORES

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

Section 1: Chapter 181, "Dogs and Other Animals," of the Code of the Borough of Montvale Ordinances is hereby amended and supplemented by adding a new Article III, "Certain Sales Prohibited," as follows:

**Article III
Certain Sales Prohibited**

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| §181-26 | Definitions. |
| §181-27 | Prohibition on Sale of Dogs or Cats by Retail Pet Stores. |
| §181-28 | Penalty for violation. |
| §181-26 | Definitions. |

For the purposes of this Article, the following terms shall have the following meanings:

Retail pet store means a commercial establishment that sells or offers for sale animals on its premises at retail.

Sell or offer for sale means to display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

Animal rescue organization means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes. "Animal rescue organization" does not include any entity that breeds animals or that (1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or (4) facilitates the sale of dogs or cats obtained from a person that breeds animals.

Animal shelter means a facility, whether located in or outside the State of New Jersey, that is authorized to do business within the Borough of Montvale for the purpose of impounding or caring for seized, stray, homeless, abandoned, unwanted, or surrendered animals.

Animal shelter means a facility, whether located in or outside the State of New Jersey, that is authorized to do business within the Borough of Montvale for the purpose of impounding or caring for seized, stray, homeless, abandoned, unwanted, or surrendered animals.

§181-27 Prohibition on Sale of Dogs or Cats by Retail Pet Stores.

- A. Notwithstanding any other provision of law to the contrary, it is unlawful for a retail pet store, as defined in this Article, to sell or offer for sale a dog or a cat.
- B. Nothing in this section shall be construed to prohibit a retail pet store from providing space to an animal rescue organization or an animal shelter, as defined in this Article, to publicly showcase dogs or cats available for adoption.

§181-28 Penalty for violation.

Any violation of this Article shall be subject to the penalties set forth in Chapter 1, General Provisions, Article I, General Penalty. Each sale or offer for sale in violation of this Article shall constitute a separate offense.

Section 2. Repeal of Inconsistent Ordinances.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3. Savings Clause.

Nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed pursuant to this Ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. Severability.

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 5. Effective Date.

This Ordinance shall become effective upon adoption and publication as required by law.

MICHAEL GHASSALI, Mayor

ATTEST:
FRANCES SCORDO, Municipal Clerk

INTRODUCTION: 1-30-24

| Councilmember | Yes | No |
|-----------------|-----|----|
| Arendacs | | |
| Cudequest | | |
| Koelling | | |
| Lane | | |
| Roche | | |
| Russo-Vogelsang | | |

ADOPTED: 2-8-24

| Councilmember | Yes | No |
|-----------------|-----|----|
| Arendacs | | |
| Cudequest | | |
| Koelling | | |
| Lane | | |
| Roche | | |
| Russo-Vogelsang | | |